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**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEVADA**

12 In re: JAZI GHOLAMREZA ZANDIAN,

13 Debtor

14 PATRICK CANET,

15 Foreign Representative

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;  
20 RAY KOROGHLI AND SATHSOWI T.  
21 KOROGHLI, AS MANAGING TRUSTEES  
22 FOR KOROGHLI MANAGEMENT TRUST,

23 Plaintiffs,

24 vs.

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

Defendants

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

**Hearing Date: June 13, 2018**

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

1 PATRICK CANET,  
2  
3 Counterclaimant,  
4  
5 vs.  
6 FRED SADRI, INDIVIDUALLY AND AS  
7 TRUSTEE FOR THE STAR LIVING TRUST,  
8 DATED APRIL 14, 1997; RAY KOROGHLI,  
9 INDIVIDUALLY; RAY KOROGHLI AND  
10 SATHSOWI T. KOROGHLI, AS MANAGING  
11 TRUSTEES FOR KOROGHLI  
12 MANAGEMENT TRUST,  
13  
14 Counter-defendants

12 PATRICK CANET,  
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14 Crossclaimant,  
15  
16 vs.  
17 JED MARGOLIN,  
18  
19 Cross-defendant

20 COMES NOW Plaintiffs FRED SADRI, AS TRUSTEE FOR THE STAR LIVING  
21 TRUST, DATED APRIL 14, 1997 (“SL Trust”) and RAY KOROGHLI and SATHSOWI T.  
22 KOROGHLI, AS MANAGING TRUSTEES FOR KOROGHLI MANAGEMENT TRUST  
23 (“KM Trust”) (hereinafter “Plaintiffs”), by and through their attorneys of record, the law firm of  
24 Wright, Finlay & Zak, LLP, hereby submits this Reply in support of Plaintiffs’ Motion for  
25 Summary Judgment as to their First Cause of Action for Quiet Title/Declaratory Relief in the  
26 Adversary Complaint.

27 ///

28 ///

1 This Reply is based on the attached Memorandum of Points and Authorities, the papers  
2 and pleadings on file in this Adversary Proceeding and underlying Chapter 15 Bankruptcy Case,  
3 such matters as may be judicially noticed, and on such other and further evidence as may be  
4 presented at the hearing on this Motion.

## 5 MEMORANDUM OF POINTS AND AUTHORITIES

### 6 I. INTRODUCTION

7 Margolin's proposed construction of NRS 17.140(2) and (4) should be rejected. While  
8 paying lip-service to the need to construe parts of a statute harmoniously to avoid absurd results,  
9 Margolin's proposed interpretation actually nullifies the introductory paragraph under NRS  
10 17.150(4), which requires the prospective judgment lienor to record the information enumerated  
11 under Subsection (4) for the purpose of creating a lien. If, as Margolin suggests, that a judgment  
12 lien can be created simply by recording a document without the information enumerated under  
13 Subsection (4), then this introductory paragraph is essentially rendered a nullity and surplusage.  
14 As detailed herein, there is an easy way to construe subsections (2) and (4) harmonious, and the  
15 phrase "[i]n addition to" leading off the introductory paragraph provides a significant clue as to  
16 the Legislature's intent for subsection (4) as a supplemental requirement to the content that  
17 would ordinarily be expected to appear in a Default Judgment. As Margolin does not dispute  
18 that he failed to record the information required under NRS 17.150(4) as part of the Default  
19 Judgment underlying his execution sales, and subsection (4) is clear and unambiguous that this is  
20 a prerequisite to creating a judgment lien, it follows that Margolin did not hold a valid judgment  
21 lien, and his execution sales are void as they are based on his invalid judgment lien.  
22 Accordingly, judgment should be entered declaring Margolin's judgment lien and related  
23 execution sales void, and title restored to parties at the time of the execution sales, including 2/3<sup>rd</sup>  
24 undivided interest in the Property vested in Plaintiffs.

25 Alternatively, if the execution sales are valid, Margolin concedes that they did not affect  
26 the interest of Plaintiffs in the Property. Accordingly, judgment should be entered confirming  
27 that Plaintiffs hold an undivided 2/3<sup>rd</sup> interest in the Property even if the execution sales are  
28 valid.

## II. ARGUMENT

### A. MARGOLIN'S EXECUTION SALES WERE NOT BASED ON A VALID JUDGMENT LIEN, AND ARE THUS, VOID *AB INITIO*.

Margolin's Opposition ignores the obvious harmonious way of reading NRS 17.150(2) and (4) under the plain language of the statute – i.e. the former prescribes the form of the document used to create the lien, whereas the latter details the content of that document. While Plaintiffs' recognize that Subsection (2) contains the proviso that "...and when so recorded it becomes a lien upon all the real property of the judgment debtor...", there is no information as to what the document (i.e. certified judgment/decree) or documents (i.e. certified judgment/decree plus affidavit) creating the lien must state as its/their content. While Plaintiffs agree that recording a separate affidavit is not required, provided that, the judgment/decree itself contains the requisite information under NRS 17.150(4), Margolin's Default Judgment itself does not contain the sufficient information to create a valid judgment lien. *See* Motion at p.10:23-26 (*citing Alcove Inv., Inc. v. Conceicao* (In re *Conceicao*), 331 B.R. 885, 894 (B.A.P. 9th Cir. 2005) (judgment lien was invalid where judgment creditor failed to include debtor's social security number or indicate that it is unknown in the judgment itself). To the contrary, if the content requirements in Subsection (4) need not be satisfied in order to create a valid judgment lien, as Margolin proposes, Subsection (4)'s mandatory directive (i.e. **In addition to** recording the information described in subsection 2, a judgment creditor who records a judgment or decree **for the purpose of creating a lien upon the real property** of the judgment debtor pursuant to subsection 2 **shall record at that time an affidavit of judgment** stating...). *TRW Inc. v. Andrews*, 534 U.S. 19, 31, 122 S.Ct. 441, 151 L.Ed.2d 339 (2001) (*quoting Duncan v. Walker*, 533 U.S. 167, 174, 121 S.Ct. 2120, 150 L.Ed.2d 251 (2001)) ("[A] statute ought ... to be so construed that ... no clause, sentence, or word shall be superfluous, void, or insignificant"). Because only Plaintiffs' proposed construction harmonizes Subsections (2) and (4) of NRS 17.150 applicable at the time of Margolin's recordation of the Default Judgment, this construction should be adopted in lieu of Margolin's construction of the statute.



1 Margolin's reliance on *Leven* is misplaced as that decision analyzed a prior version of  
2 NRS 17.140 that did not contain the relevant language under Subsection (4) at issue here. *See*  
3 *generally, Leven v. Frey*, 123 Nev. 399 (2007). The content requirement under Subsection (4)  
4 was added by the Nevada Legislature's passage of SB 186 in 2011. Further, *Leven* Court was  
5 concerned with interpreting statutory requirements for renewing a judgment lien rather than  
6 creating a judgment lien under NRS 17.214. *Id.* at 402-07. In fact, if *Leven* applies, it does so to  
7 the detriment of Margolin's position because it suggests that "strict compliance" with the  
8 statutory requirements for maintaining a judgment lien is required, where the statute sets forth  
9 specific requirements (e.g. name and address of the judgment debtor, last four digits of the  
10 judgment debtor's driver's license number or identification card number and the state of  
11 issuance, last four digits of the judgment debtor's social security number, etc.), does not specify  
12 any "built-in grace period or safety valve provision," and substantial compliance could create  
13 situations in which a title search would indicate that a judgment lien encumbers non-debtors' co-  
14 ownership interest in the property. *Id.* at 407-09. Margolin's Default Judgment does not even  
15 substantially comply with requirements under Subsection (4), let alone meet a standard of strict  
16 compliance. Because the Default Judgment does not comply with NRS 17.150, Margolin did not  
17 hold a valid judgment lien at the time of the judgment execution sales, and the sales based  
18 thereon are void. Accordingly, any effect that Margolin's execution sales had on Plaintiffs' 2/3<sup>rd</sup>  
19 undivided interest in the Property are similarly nullified and void.

20 **B. ALTERNATIVELY, MARGOLIN'S EXECUTION SALES TRANSFERRED**  
21 **ONLY ZANDIAN'S 1/3<sup>RD</sup> INTEREST AT THE TIME OF THE EXECUTION**  
22 **SALES.**

23 Despite contesting Plaintiffs' interest as fraudulent in state court and in the underlying  
24 Chapter 15 Bankruptcy Case (*see* Bk. Dkt. 13 at 5 and Exh. B)<sup>1</sup>, and praying for declaratory  
25 judgment in this Adversary Proceeding that Margolin is the sole title owner of the Property in  
26 question (*see* Adv. No. 42 at 3 and Exh. B), Margolin's Opposition essentially gives up

27 \_\_\_\_\_  
28 <sup>1</sup> Copy of the Objection to Petition for Recognition and Chapter 15 Relief is attached to this  
Reply as **Exhibit A**.

1 contesting Plaintiffs' interest in the Property under the excuse or justification that the Stipulated  
2 Judgment was not recorded until after Margolin filed his Answer in this Adversary Proceeding.

3 While Plaintiffs appreciate the long overdue candor and concession, it must be noted that  
4 Plaintiffs' interest are evidenced by the instruments of conveyance (not by the Stipulated  
5 Judgment) which were recorded years before Margolin recorded his Default Judgment. *See Adv.*  
6 *No. 42-1 at 3; 8-14 – Grant Bargain and Sale Deed; 42-1 at 3; 16-21 – Quitclaim Deed. Further,*  
7 *Margolin's counsel was made aware of the Stipulated Judgment prior to commencing this*  
8 *Adversary Proceeding as early as February 2017.<sup>2</sup> Nor does Margolin's Opposition dispute that*  
9 *his interest obtained at the judgment execution sales, if any, is subject to rights and equities of*  
10 *Plaintiffs pursuant to the Stipulated Judgment even absent notice under the doctrine of caveat*  
11 *emptor. See Adv. No. 39 at 8:16-9:6. Margolin's purported lack of notice as to the Stipulated*  
12 *Judgment, thus, does not excuse his assertion or maintenance of an unreasonable, frivolous*  
13 *defense to Plaintiffs' ownership interest in the Property.*

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<sup>2</sup> Copy of the Demand Letter to Margolin's counsel attached to this Reply as **Exhibit B**.

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**CONCLUSION**

Based on the foregoing, Plaintiffs request that the Court grant their Motion for Summary Judgment and enter judgment declaring that the Property is vested in SLT and KMT as to an undivided 2/3<sup>rd</sup> interest free and clear of any claim by Margolin.

DATED this 6th day of June, 2018.

WRIGHT, FINLAY & ZAK, LLP

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*/s/ Yanxiong Li, Esq.*  
Dana Jonathon Nitz, Esq.  
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Edgar C. Smith, Esq.  
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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*

**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 June 6, 2018, I served the following document(s):

**REPLY 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**  
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**YANXIONG LI on behalf of Plaintiff FRED SADRI**  
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**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) ;  
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**YANXIONG LI on behalf of Plaintiff SATHSOWI T. KOROGHLI**  
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[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**  
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**ARTHUR ZORIO on behalf of Defendant JED MARGOLIN**  
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3. On June 6, 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 6th day of June, 2018.

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

# **EXHIBIT A**

# **EXHIBIT A**

1 Arthur A. Zorio, Nevada Bar No. 6547  
2 azorio@bhfs.com  
3 BROWNSTEIN HYATT FARBER SCHRECK, LLP  
4 5371 Kietzke Lane  
5 Reno, NV 89511  
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9 (*pro hac vice* admission pending)  
10 sabelman@bhfs.com  
11 BROWNSTEIN HYATT FARBER SCHRECK, LLP  
12 410 Seventeenth Street  
13 Suite 2200  
14 Denver, CO 80202-4432  
15 Telephone: 303.223.1100  
16 Facsimile: 303.223.1111

17 **UNITED STATES BANKRUPTCY COURT**  
18 **DISTRICT OF NEVADA**

19 IN RE GHOLAM REZA JAZI ZANDIAN,  
20  
21 Debtor in Foreign  
22 Proceeding.

23 CASE NO.: BK-N-16-50644-BTB  
24 **CHAPTER 15**

25 **OBJECTION TO PETITION FOR RECOGNITION**  
26 **AND CHAPTER 15 RELIEF**

27 Jed Margolin, by and through his attorneys Brownstein Hyatt Farber Schreck, hereby files  
28 the following objection to the Verified Petition for Recognition of Chapter 15 Relief (“Petition”).  
As grounds, Mr. Margolin asserts as follows:

**I. INTRODUCTION**

Jed Margolin is a judgment creditor of Gholam Reza Zandian (“Zandian”) pursuant to a judgment entered on June 24, 2013, by the First Judicial Court of the State of Nevada in Case No. 090C005791B. A copy of Mr. Margolin’s judgment is attached hereto as Exhibit A.

The petitioner Patrick Canet (the “Petitioner”) is also a judgment creditor of Zandian, based upon a judgment obtained in a French court 18 years ago. The purpose of Chapter 15 is to

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1 encourage cooperation between the United States and foreign countries with respect to  
2 transnational insolvency cases. Chapter 15 is not intended to, nor does it, elevate the rights of a  
3 foreign judgment creditor ahead of judgment creditors in the United States concerning assets  
4 located in the United States. Yet that is precisely what the Petition attempts to accomplish.  
5 Absent additional evidence, the Chapter 15 relief requested should not be granted by this Court.

6 The Petition is devoid of any evidence that there is a pending insolvency case for Zandian  
7 in France. While it appears there is (or was) a bankruptcy case in France for Computer World, no  
8 such evidence exists for a bankruptcy case for Zandian. Rather the Petitioner was purportedly  
9 appointed the “judicial liquidator” for the benefit of creditors in a proceeding involving Computer  
10 World, formerly known as CEPAT, case no. 989252. In that capacity, the Petitioner, on behalf of  
11 the bankruptcy estate of Computer World, obtained a judgment against Zandian. The Petitioner’s  
12 status as a judgment creditor, however, does not create a cross-border insolvency case. Of equal  
13 importance, there are no assets in Nevada either owned presently or alleged to be related in any  
14 fashion to Computer World. The sole nexus to Nevada is the Computer World Judicial  
15 Liquidator purports to have a judgment against Zandian. This is no different than Jed Margolin’s  
16 judgment against Zandian, except there is no doubt that the latter judgment is not stale or  
17 otherwise unenforceable. As a result there is no just reason why the Petitioner’s judgment against  
18 Zandian should cause this Court to limit other creditors’ claims versus Zandian or their ability to  
19 execute against Zandian’s assets unrelated to Computer World.

20 **II. ARGUMENT**

21 **A. The Petition is Inconsistent With the Purposes of Chapter 15.**

22 The purpose of Chapter 15 of the Bankruptcy Code is set forth in 11 USC § 1501(a). The  
23 Petition seeks relief incongruent with the stated purposes of Chapter 15 because Zandian is not  
24 subject to a cross-border insolvency. In particular, section 1501<sup>1</sup> states in part:

25

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28 <sup>1</sup> Unless otherwise indicated, all section references herein are to the United States Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.*



1 (a) The purpose of this chapter is to incorporate the Model Law on cross-  
 2 border insolvency so as to provide effective mechanisms for dealing with  
 3 cases of cross-border insolvency with the objectives of –

4 (1) cooperation between –

5 (A) courts of the United States, United States trustees, trustees,  
 6 examiners, debtors and debtors in possession; and

7 (B) the courts and others competent authorities of foreign countries  
 8 involved in cross-border insolvency cases; . . . .

9 11 U.S.C. § 1501(a) (emphasis added).

10 Case law confirms that the purpose of Chapter 15 is to “facilitate[e] administration of an  
 11 insolvency case in a foreign jurisdiction.” *In re Kemsley*, 489 B.R. 346, 359 (Bankr. S.D.N.Y.  
 12 2013). “Chapter 15 was implemented by Congress in an attempt to harmonize transnational  
 13 insolvency proceedings.” *In re Ran*, 607 F.3d 1017, 1025 (5th Cir. 2010).

14 The Petition does not contain documentation supporting the existence of a cross-border  
 15 insolvency case in which Zandian is a debtor within the meaning of section 1502(1). The only  
 16 debtor in the cross-border case contained in the Petition is Computer World. Rather than  
 17 facilitating any foreign insolvency proceeding involving Zandian, the express objective of the  
 18 Petition is to collect upon a judgment obtained by a “judicial liquidator” of Computer World  
 19 against Zandian. This is not a proper purpose for a Chapter 15 case.

20 **B. The Petition Does Not Satisfy the Requirements of Section 1515.**

21 Attached to the Verified Petition is a single document in French and translated to English.  
 22 The document is titled “Judgment of 3 April 1998.” On the caption, the Plaintiff is denominated  
 23 “Canet, Judicial Liquidator of Computer World.” The Defendant is Zandian. Since the  
 24 Petitioner’s capacity is as the “Judicial Liquidator of Computer World,” the insolvency case is, by  
 25 the very terms of the judgment, one involving Computer World, not Zandian. To the extent  
 26 Computer World had assets in the United States, Chapter 15 would be applicable such that relief  
 27 could be granted under Section 1511 to ensure cooperation between the Courts of France and the  
 28

1 United States. Here, however, the judgment confirms that the Petition is being misused merely to  
2 gain priority over—or otherwise impede execution of—the judgment obtained by Jed Margolin.

3 The judgment recites in pertinent part:

4 Following the adjournments, the matter was argued at the hearing of  
5 6 March 1998, during which Mr. Canet, Esq., in his official capacity,  
6 appearing through Mr. Gayraud, Esq., developed the terms of his  
7 document instituting proceedings. He recalls that by judgment rendered  
8 by this Commercial Court dated 12 June 1992, Computer World formerly  
9 called CEPAT, was admitted to the benefit of reorganization proceedings.

10 On 11 June 1993, this reorganization had been converted into judicial  
11 liquidation and Mr. Canet, Esq., appointed to the duties of liquidator and  
12 representative of the creditors.

13 He states that in connection with his duties, he summoned Mr. Zandian,  
14 Chairman and General Manager and 48% shareholder, for the purposes of  
15 having a pecuniary sanction ordered against him derived from Article 180  
16 of the Law of 25 January 1985.

17 Indeed, Mr. Zandian was guilty of a certain number of acts justifying that  
18 a sanction be ordered against him for repayment of the company's  
19 liabilities out of his own assets. [complement de passif]

20 Following a judgment rendered by the 6<sup>th</sup> Chamber of this Court on 13  
21 June 1997, Mr. Canet, Esq.'s claim was allowed. Mr. Zandian was  
22 ordered to personally assume the debts of the company up to the amount  
23 of \$20,000,000 francs. ...

24 ON THESE GROUNDS: ... Appoints Mr. Canet, Esq., 1 Rue De La  
25 Citadelle 93500 Pontoise, as liquidator.

26 Grants the creditors a time limit of 2 months as from publication of this  
27 judgment in the BODACC [official bulletin of civil and commercial  
28 notices] to file their proofs of claim.

Declares that the time limit granted to the judicial liquidator for drawing  
up the list of creditors is 10 months as from expiry of the above time limit  
set for proofs of claims.

Requests the employees to appoint a representative from within the  
company under the conditions provided by Article 148-1 of the Law.

Declares that the report of appointment or failure to do so shall be filed  
forthwith with the Clerk's office in accordance with Article 15, 2nd  
paragraph of the Decree of 27 December 1985, as amended...

29 The Petition is devoid of any evidence that there is an ongoing insolvency or liquidation  
30 proceeding against Zandian. Even presuming that the documents attached to the Petition are  
31 authentic, they are all at least 18 years old. Therefore, even if they were valid in 1998, one cannot

1 assume they are currently valid. There is no case number of a pending liquidation or insolvency  
2 case against Zandian. There is no docket sheet or pleading reflecting activity during the past 18  
3 years. It is questionable whether the Judgment of 3 April 1998 is even viable, as there is no  
4 certification indicating that this 18-year-old judgment is still valid. It requires a leap of faith to  
5 accept that the person purporting to be Mr. Canet actually is Mr. Canet and that he is still  
6 authorized to act as liquidator.

7 **C. Zandian's Suspicious Activities.**

8 The facts and circumstances surrounding Zandian's illicit activities, as well as the glaring  
9 omissions in the materials provided herein, should cause this Court to be extremely suspicious  
10 about this Chapter 15. Various courts have determined Zandian engaged in bad faith litigation  
11 and linked him to "forged" patent assignments. Most recently, Zandian attempted to bribe  
12 counsel for Jed Margolin. As a result, there is an insufficient basis to trust that Mr. Canet is  
13 actually bringing this action or that the Computer World insolvency proceeding is still an active  
14 case.

15 In 1993, US Federal Agents arrested Zandian for attempting to illegally export one of  
16 IBM's most powerful computers to Iran. Although Zandian was not convicted of criminal  
17 charges, the Administrative Law Judge denied Zandian all export privileges for a period of 10  
18 years related to his activities. Jed Margolin has been pursuing Zandian for many years, including  
19 obtaining a judgment against him. See Exhibit A (Order Denying Zandian's Motion to Set Aside  
20 Default Judgment), wherein Judge James T. Russell describes abuse of process by Zandian as  
21 well as Zandian's involvement with filing forged patent assignment documents. More recently,  
22 Jed Margolin prosecuted an action for a series of fraudulent conveyances Zandian made to family  
23 and insiders after Mr. Margolin obtained his judgment against Zandian. A copy of the Motion to  
24 Void Deeds, Assigned Property, for Writ of Execution and to Convey is attached hereto as  
25 Exhibit B. The attached motion also details Zandian's attempt to bribe counsel for Mr. Margolin  
26 to stop Mr. Margolin's efforts to execute on his judgment. If bribery, forgery and abuse of  
27 process is in Zandian's repertoire, then impersonating a judicial liquidator is not out of the  
28 question.

1 It is highly suspicious that after 18 years, someone purporting to be a liquidator for a  
2 company long since closed attempts to intervene in Nevada just as Jed Margolin is closing in on  
3 assets fraudulently conveyed. The properties which are subject to the fraudulent conveyance  
4 actions have been titled in Zandian's name for over 10 years. Despite this, Mr. Canet took no  
5 action to collect the judgment that he obtained in France until he filed the Verified Petition.  
6 Given the suspicious timing of the Petition, the Court should closely scrutinize all arguments  
7 made and documents offered in support thereof.

8 Again, there is no evidence provided that the Judgment of 3 April 1998 is even viable  
9 after 18 years. The Petitioner would have this Court believe that a "judicial liquidator" for  
10 Computer World would lay dormant for 18 years only to be miraculously revived in the heels of a  
11 Nevada fraudulent conveyance action. Perhaps most noteworthy, the judgment states that "Mr.  
12 Zandian was ordered to personally assume the debts of the company up to the amount of  
13 \$20,000,000 francs." France officially converted to the Euro in February 2002. The Bank of  
14 France stopped exchanging all Francs for Euros on February 17, 2012. If the Judgment was still  
15 viable, it would have had to have been transformed by a Court to a currency presently in  
16 existence. It is noteworthy that the materials appended to the Petition contain only those  
17 documents which could have been pirated from the 18 year old case.

18 **D. The Petition Fails to Meet the Requirements of Bankruptcy Rule 1007(a)(4).**

19 In addition to being substantively flawed and highly suspicious, the Petition is also  
20 procedurally deficient. Bankruptcy Rule 1007(a)(4) requires that the following documents be  
21 filed with the petition, unless the Court orders otherwise: "a list containing the names and  
22 addresses of all persons or bodies authorized to administer foreign proceedings of the debtor, all  
23 parties to litigation pending in the United States in which the debtor is a party at the time of the  
24 filing of the petition, and all entities against whom provisional relief is being sought under § of  
25 the Code." Fed. R. Bankr. P. 1007(a)(4). The purpose of these requirements is to ensure that  
26 entities with an interest in the case receive appropriate notice. *See* COLLIER ON BANKRUPTCY  
27 ¶ 1007.02[4] (Alan N. Resnick & Henry J. Sommer eds., 16th ed.).  
28

1 Here, the foreign representative did not file the materials required under Rule 1007.  
2 Attached to the petition are photocopies of the attorney license cards of Mr. Canet and his French  
3 attorney, Jean-Marie Hyest. There is no representation, however, that Messrs. Canet and Hyest  
4 constitute “all persons or bodies authorized to administer foreign proceedings of the debtor.”  
5 More importantly, the foreign representative failed to list parties to U.S.-based litigation and  
6 parties against whom provisional relief is sought. The Court thus had no means of notifying such  
7 parties of the petition pursuant to Bankruptcy Rule 2002(q). Given the distinct possibility that  
8 key parties in interest did not receive notice of the Petition, the Court should not recognize the  
9 foreign proceeding.

10 **E. Order Granting Recognition Should Not Enter.**

11 For the same reasons set forth above, the Petition fails to meet the criteria established for  
12 an order granting recognition under 11 U.S.C. §1517. For instance, the Petition does not establish  
13 that there is a foreign main proceeding as defined in 11 U.S.C. §1502(4) because there are no  
14 allegations that France is currently (or has been for the past 18 years) the center of Zandian’s  
15 main interests. Because the materials accompanying the Petition relate to the late 1990s, there are  
16 no allegations that Zandian maintains any business interests in France. Thus, France may not  
17 even be a foreign non-main proceeding under 11 U.S.C. §1502(5).

18 **F. Reservation of Rights.**

19 To the extent the Petitioner can prove he is still authorized under French law to pursue the  
20 Judgment of 3 April 1998, Jed Margolin does not object to granting Petitioner access to Court  
21 under 11 U.S.C. §1509(b) to sue or be sued. In addition, Jed Margolin reserves his right to raise  
22 any other objections under Chapter 15 at the hearing scheduled for 10:00 a.m. on June 23, 2016.

23 WHEREFORE, Mr. Margolin respectfully requests that this Court enter an order denying  
24 the Petition for Recognition.

BROWNSTEIN HYATT FARBER SCHRECK, LLP  
410 Seventeenth Street, Suite 2200  
Denver, CO 80202-4432  
303.223.1100

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DATED this 16th day of June, 2016

BROWNSTEIN HYATT FARBER  
SCHRECK, LLP

By: /s/ Arthur A. Zorio  
Arthur A. Zorio  
Nevada Bar No. 6547  
5371 Kietzke Lane  
Reno, NV 89511

By: /s/ Steven E. Abelman  
Steven E. Abelman  
Colorado Bar No. 13980  
(*pro hac vice* admission pending)  
410 Seventeenth Street, Suite 2200  
Denver, CO 80202-4432

**BROWNSTEIN HYATT FARBER SCHRECK, LLP**  
410 Seventeenth Street, Suite 2200  
Denver, CO 80202-4432  
303.223.1100

**CERTIFICATE OF SERVICE**

I hereby certify that on this 16<sup>th</sup> day of June, 2016, the foregoing **OBJECTION TO PETITION FOR RECOGNITION AND CHAPTER 15 RELIEF** was electronically filed with the Court using the CM/ECF system, which sent notification to all parties in interest participating in the CM/ECF system and was served by placing same via first class mail postage prepaid properly addressed to all parties identified on the attached mailing matrix.

/s/ Sheila M. Grisham  
Sheila M. Grisham

**BROWNSTEIN HYATT FARBER SCHRECK, LLP**  
410 Seventeenth Street, Suite 2200  
Denver, CO 80202-4432  
303.223.1100

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Label Matrix for local noticing  
0978-3  
Case 16-50644-btb  
District of Nevada  
Reno  
Thu Jun 16 09:19:42 PDT 2016

KAEMPFER CROWELL  
50 W. Liberty Street, Suite 700  
Reno, NV 89501-1947

United States Bankruptcy Court  
300 Booth Street  
Reno, NV 89509-1360

(p)INTERNAL REVENUE SERVICE  
CENTRALIZED INSOLVENCY OPERATIONS  
PO BOX 7346  
PHILADELPHIA PA 19101-7346

INTERNAL REVENUE SERVICE  
PO BOX 7346  
PHILADELPHIA, PA 19101-7346

Louis M. Bubala III  
KAEMPFER CROWELL  
50 W. Liberty St., Suite 700  
Reno, NV 89501-1947

MATTHEW D. FRANCIS, ESQ.  
ADAM P. MCMILLEN, ESQ.  
BROWNSTEIN HYATT FARBER SCHRECK  
5371 KIETZKE LANE  
RENO, NV 89511-2083

NEVADA DEPARTMENT OF MOTOR VEHICLES  
BANKRUPTCY SECTION  
555 WRIGHT WAY  
CARSON CITY, NV 89711-0001

NEVADA DEPT. OF EMPLOYMENT SECURITY  
500 E. THIRD STREET  
CARSON CITY, NV 89713-0002

NEVADA DEPT. OF TAXATION  
BANKRUPTCY SECTION  
4600 KIETZKE LANE, #L-235  
RENO, NV 89502-5045

SEVERIN A. CARLSON, ESQ.  
TARA C. ZIMMERMAN, ESQ.  
KAEMPFER CROWELL  
510 W. FOURTH STREET  
CARSON CITY, NV 89703-4254

UNITED STATES TRUSTEE  
300 BOOTH STREET, SUITE 3009  
RENO, NV 89509-1360

JEFFREY L HARTMAN  
HARTMAN & HARTMAN  
510 WEST PLUMB LANE, STE B  
RENO, NV 89509-3693

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
OGDEN, UT 84201-0030

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)PATRICK CANET  
1 RUE DE LA CITADELLE  
95300 PONTOISE  
00000

End of Label Matrix  
Mailable recipients 12  
Bypassed recipients 1  
Total 13



# **EXHIBIT A**

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  
BY *Alan Glover* 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.

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

  
DISTRICT COURT JUDGE

1 Matthew D. Francis (6978)  
2 Adam P. McMillen (10678)  
3 WATSON ROUNDS  
4 5371 Kietzke Lane  
5 Reno, NV 89511  
6 Telephone: 775-324-4100  
7 Facsimile: 775-333-8171  
8 *Attorneys for Plaintiff Jed Margolin*

REC'D & FILED  
2014 FEB 10 PM 3:19  
ALAN GLOVER  
V. Alegria CLERK  
BY \_\_\_\_\_ DEPUTY

9  
10 **In The First Judicial District Court of the State of Nevada**  
11 **In and for Carson City**

12 **JED MARGOLIN, an individual,**

13 **Plaintiff,**

14 **vs.**

15 **OPTIMA TECHNOLOGY CORPORATION,**  
16 **a California corporation, OPTIMA**  
17 **TECHNOLOGY CORPORATION, a Nevada**  
18 **corporation, REZA ZANDIAN**  
19 **aka GOLAMREZA ZANDIANJAZI**  
20 **aka GHOLAM REZA ZANDIAN**  
21 **aka REZA JAZI aka J. REZA JAZI**  
22 **aka G. REZA JAZI aka GHONONREZA**  
23 **ZANDIAN JAZI, an individual, DOE**  
24 **Companies 1-10, DOE Corporations 11-20,**  
25 **and DOE Individuals 21-30,**

26 **Defendants.**

Case No.: 090C00579 1B

Dept. No.: 1

**NOTICE OF ENTRY OF ORDER**

27 TO: All parties:

28 PLEASE TAKE NOTICE that on February 6, 2014, the Court entered its Order Denying Defendant Reza Zandian aka Golamreza Zandianjazi aka Gholam Reza Zandian aka Reza Jazi aka J. Reza Jazi aka G. Reza Jazi aka Ghononreza Zandian Jazi's Motion to Set

///

///

///

1 Aside Default Judgment. Attached as Exhibit 1 is a true and correct copy of such Order.

2 **Affirmation Pursuant to NRS 239B.030**

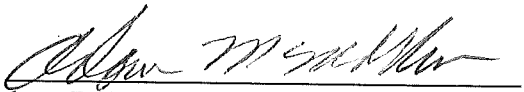
3 The undersigned does hereby affirm that the preceding document does not contain the  
4 social security number of any person.

5 DATED: February 7, 2014.

WATSON ROUNDS

6

7

By: 

8

Matthew D. Francis

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Adam P. McMillen

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Watson Rounds

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5371 Kietzke Lane

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Reno, NV 89511

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Attorneys for Plaintiff Jed Margolin

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**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I certify that I am an employee of Watson Rounds, and that on this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true and correct copy of the foregoing document, **Notice of Entry of Order**, addressed as follows:

Johnathon Fayeghi, Esq.  
Hawkins Melendrez  
9555 Hillwood Dr., Suite 150  
Las Vegas, NV 89134  
*Counsel for Reza Zandian*

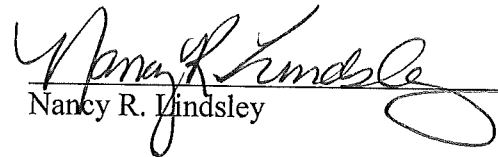
Optima Technology Corp.  
A California corporation  
8401 Bonita Downs Road  
Fair Oaks, CA 95628

Optima Technology Corp.  
A Nevada corporation  
8401 Bonita Downs Road  
Fair Oaks, CA 95628

Optima Technology Corp.  
A California corporation  
8775 Costa Verde Blvd. #501  
San Diego, CA 92122

Optima Technology Corp.  
A Nevada corporation  
8775 Costa Verde Blvd. #501  
San Diego, CA 92122

Dated: February 10<sup>th</sup>, 2014.

  
Nancy R. Lindsley

# Exhibit 1

Exhibit 1



1 Case No.: 09 OC 00579 1B  
2 Dept. No.: 1

REC'D & FILED  
2014 FEB -6 AM 8: 51

ALAN GLOVER  
BY  CLERK  
DEPUTY

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

9  
10 **JED MARGOLIN, an individual,**  
11 **Plaintiff,**

12 **vs.**

13 **OPTIMA TECHNOLOGY CORPORATION,**  
14 **a California corporation, OPTIMA**  
15 **TECHNOLOGY CORPORATION, a Nevada**  
16 **corporation, REZA ZANDIAN**  
17 **aka GOLAMREZA ZANDIANJAZI**  
18 **aka GHOLAM REZA ZANDIAN**  
19 **aka REZA JAZI aka J. REZA JAZI**  
20 **aka G. REZA JAZI aka GHONONREZA**  
21 **ZANDIAN JAZI, an individual, DOE**  
22 **Companies 1-10, DOE Corporations 11-20,**  
23 **and DOE Individuals 21-30,**

24 **Defendants.**

**ORDER DENYING DEFENDANT**  
**REZA ZANDIAN AKA GOLAMREZA**  
**ZANDIANJAZI AKA GHOLAM REZA**  
**ZANDIAN AKA REZA JAZI AKA J.**  
**REZA JAZI AKA G. REZA JAZI AKA**  
**GHONONREZA ZANDIAN JAZI'S**  
**MOTION TO SET ASIDE DEFAULT**  
**JUDGMENT**

25 This matter comes before the Court on REZA ZANDIAN aka GOLAMREZA  
26 ZANDIANJAZI aka GHOLAM REZA ZANDIAN aka REZA JAZI aka J. REZA JAZI aka G.  
27 REZA JAZI aka GHONONREZA ZANDIAN JAZI's ("Zandian") Motion to Set Aside  
28 Default Judgment, dated December 19, 2013. Plaintiff Jed Margolin filed an Opposition to Set  
Aside Default Judgment on January 19, 2014. Zandian served a reply in support of the Motion  
to Set Aside on January 23, 2014. Based upon the following facts and conclusions of law,  
Zandian's Motion to Set Aside is DENIED.

\\

## I. FACTUAL BACKGROUND

1  
2 Plaintiff Jed Margolin is the named inventor on United States Patent No. 5,566,073  
3 (“the ‘073 Patent”), United States Patent No. 5,904,724 (“the ‘724 Patent”), United States  
4 Patent No. 5,978,488 (“the ‘488 Patent”) and United States Patent No. 6,377,436 (“the ‘436  
5 Patent”) (collectively “the Patents”). See Amended Complaint, filed 8/11/11, ¶¶ 9-10. In  
6 2004, Mr. Margolin granted to Robert Adams, then CEO of Optima Technology, Inc. (later  
7 renamed Optima Technology Group (hereinafter “OTG”), a Cayman Islands Corporation  
8 specializing in aerospace technology) a Power of Attorney regarding the Patents. *Id.* at ¶ 11.  
9 Subsequently, Mr. Margolin assigned the ‘073 and ‘724 Patents to OTG and revoked the  
10 Power of Attorney. *Id.* at ¶ 13.

11 In May 2006, OTG and Mr. Margolin licensed the ‘073 and ‘724 Patents to Geneva  
12 Aerospace, Inc., and Mr. Margolin received a royalty payment pursuant to a royalty agreement  
13 between Mr. Margolin and OTG. *Id.* at ¶ 12. On or about October 2007, OTG licensed the  
14 ‘073 Patent to Honeywell International, Inc., and Mr. Margolin received a royalty payment  
15 pursuant to a royalty agreement between Mr. Margolin and OTG. *Id.* at ¶ 14.

16 On or about December 5, 2007, Zandian filed with the U.S. Patent and Trademark  
17 Office (“USPTO”) assignment documents allegedly assigning all four of the Patents to Optima  
18 Technology Corporation (“OTC”), a company apparently owned by Zandian at the time. *Id.* at  
19 ¶ 15. Shortly thereafter, on November 9, 2007, Mr. Margolin, Robert Adams, and OTG were  
20 named as defendants in the case titled *Universal Avionics Systems Corporation v. Optima  
21 Technology Group, Inc.*, No. CV 07-588-TUC-RCC (the “Arizona action”). *Id.* at ¶ 17.  
22 Zandian was not a party in the Arizona action. Nevertheless, the plaintiff in the Arizona action  
23 asserted that Mr. Margolin and OTG were not the owners of the ‘073 and ‘724 Patents, and  
24 OTG filed a cross-claim for declaratory relief against Optima Technology Corporation  
25 (“OTC”) in order to obtain legal title to the respective patents. *Id.*

26 On August 18, 2008, the United States District Court for the District of Arizona  
27 entered a default judgment against OTC and found that OTC had no interest in the ‘073 or  
28 ‘724 Patents, and that the assignment documents filed with the USPTO were “forged, invalid,

1 void, of no force and effect.” *Id.* at ¶ 18; *see also* Exhibit B to Zandian’s Motion to Dismiss,  
2 dated 11/16/11, on file herein.

3 Due to Zandian’s acts, title to the Patents was clouded and interfered with Plaintiff’s  
4 and OTG’s ability to license the Patents. *Id.* at ¶ 19. In addition, during the period of time Mr.  
5 Margolin worked to correct record title of the Patents in the Arizona action and with the  
6 USPTO, he incurred significant litigation and other costs associated with those efforts. *Id.* at ¶  
7 20.

## 8 II. PROCEDURAL BACKGROUND

9 Plaintiff filed his Complaint on December 11, 2009, and the Complaint was personally  
10 served on Zandian on February 2, 2010, and on Defendants Optima Technology Corporation, a  
11 Nevada corporation, and Optima Technology Corporation, a California corporation on March  
12 21, 2010. Zandian’s answer to Plaintiff’s Complaint was due on February 22, 2010, but  
13 Zandian did not answer the Complaint or respond in any way. Default was entered against  
14 Zandian on December 2, 2010, and Plaintiff filed and served a Notice of Entry of Default on  
15 Zandian on December 7, 2010 and on his last known attorney on December 16, 2010.

16 The answers of Defendants Optima Technology Corporation, a Nevada corporation,  
17 and Optima Technology Corporation, a California corporation, were due on March 8, 2010,  
18 but Defendants did not answer the Complaint or respond in any way. Default was entered  
19 against Defendants Optima Technology Corporation, a Nevada corporation, and Optima  
20 Technology Corporation, a California corporation on December 2, 2010. Plaintiff filed and  
21 served a Notice of Entry of Default on the corporate entities on December 7, 2010 and on their  
22 last known attorney on December 16, 2010.

23 The defaults were set aside and Zandian’s motion to dismiss was denied on August 3,  
24 2011. On September 27, 2011, this Court ordered that service of process against all  
25 Defendants may be made by publication. As manifested by the affidavits of service, filed  
26 herein on November 7, 2011, all Defendants were duly served by publication by November  
27 2011.

28

1 On February 21, 2012, the Court denied Zandian's motion to dismiss the Amended  
2 Complaint. On March 5, 2012, Zandian served a General Denial to the Amended Complaint.  
3 On March 13, 2012, the corporate Defendants served a General Denial to the Amended  
4 Complaint.

5 On June 28, 2012, this Court issued an order requiring the corporate Defendants to  
6 retain counsel and that counsel enter an appearance on behalf of the corporate Defendants by  
7 July 15, 2012. The June 28, 2012 order further provided that if no such appearance was  
8 entered, the corporate Defendants' General Denial would be stricken. Since no appearance  
9 was their behalf of the corporate Defendants, a default was entered against them on September  
10 24, 2012. A notice of entry of default judgment was filed and served on November 6, 2012.

11 On July 16, 2012, Mr. Margolin served Zandian with Mr. Margolin's First Set of  
12 Requests for Admission, First Set of Interrogatories, and First Set of Requests for Production  
13 of Documents, but Zandian never responded to these discovery requests. As such, on  
14 December 14, 2012, Mr. Margolin filed and served a Motion for Sanctions pursuant to NRC  
15 37. In this Motion, Mr. Margolin requested this Court strike the General Denial of Zandian,  
16 and award Mr. Margolin his fees and costs incurred in bringing the Motion.

17 On January 15, 2013, this Court issued an order striking the General Denial of Zandian  
18 and awarding his fees and costs incurred in bringing the NRC 37 Motion. A default was  
19 entered against Zandian on March 28, 2013, and a notice of entry of default judgment was  
20 filed and served on April 5, 2013.

21 On April 17, 2013, Mr. Margolin filed an Application for Default Judgment, which was  
22 served on Zandian and the corporate Defendants. Since Zandian did not respond to the  
23 Application for Default Judgment, a Default Judgment was entered on June 24, 2013. Notice  
24 of entry of the Default Judgment was served on Zandian on June 26, 2013 and filed on June  
25 27, 2013.

26 Over five and a half months later, on December 19, 2013, Zandian served his Motion  
27 to Set Aside on Plaintiff. Zandian's Motion to Set Aside claims that he never received any  
28 written discovery or notice of the pleadings and papers filed in this matter after his counsel

1 withdrew as his former counsel provided an erroneous last known address to the Court and the  
2 parties when he withdrew, and therefore Zandian requests that the judgment be set aside.

### 3 III. FINDINGS AND CONCLUSIONS OF LAW

4 A party seeking to set aside a default judgment has the burden to prove mistake,  
5 inadvertence, surprise, or excusable neglect by a preponderance of the evidence. *Kahn v.*  
6 *Orme*, 108 Nev. 510, 513–14, 835 P.2d 790, 793 (1992). The Court finds that Zandian has not  
7 met the burden to prove mistake, inadvertence, surprise, or excusable neglect by a  
8 preponderance of the evidence.

9 Specifically, Zandian has not met the factors set forth in *Kahn* to compel the court to  
10 set aside the judgment. *Id.* at 513, 835 P.2d at 792–93 (holding that the district court must  
11 consider whether the party moving to set aside a judgment promptly applied to remove the  
12 judgment, lacked intent to delay the proceedings, lacked knowledge of the procedural  
13 requirements, and demonstrated good faith, in addition to considering the state's underlying  
14 policy of resolving cases on the merits). Zandian failed to promptly apply for relief, has not  
15 established a lack of intent to delay these proceedings or a lack of knowledge of the procedural  
16 requirements, and did not provide a good-faith reason for the over five-and-a-half-month gap  
17 between entry of default and the time he obtained new counsel and filed the Motion to Set  
18 Aside Default Judgment.

#### 19 a. Zandian Did Not Promptly Apply To Remove The Judgment

20 Even though a motion to set aside a judgment may be filed within the six month  
21 deadline provided for in NRCP 60(b), a party can still fail to act promptly. *See Kahn* 108 Nev.  
22 at 514, 835 P.2d at 793. Therefore, “want of diligence in seeking to set aside a judgment is  
23 ground enough for denial of such a motion.” *Id.* (citing *Union Petrochemical Corp. v. Scott*,  
24 96 Nev. 337, 339, 609 P.2d 323, 324 (1980) (citing *Lentz v. Boles*, 84 Nev. 197, 438 P.2d 254  
25 (1968); *Hotel Last Frontier v. Frontier Prop.*, 79 Nev. 150, 380 P.2d 293 (1963))).

26 Despite his knowledge of the default judgment, Zandian did not move to have the  
27 judgment set aside until nearly six months after its entry. Although Zandian argues he did not  
28 receive notice of the various proceedings, notice was mailed to his address. Therefore, the

1 notice requirement of NRCP 55 was fulfilled as Plaintiff served written notice of the  
2 application for default judgment. Moreover, NRCP 55 is likely not implicated since the  
3 judgment ultimately resulted from sanctions arising from Zandian's failure to respond to  
4 discovery. *See Durango Fire Protection, Inc. v. Troncoso*, 120 Nev. 658 (2004) (trial court's  
5 entry of judgment for plaintiff, in action for breach of contract, after striking defendant's  
6 answer was a sanction for defendant's failure to appear at several hearings and calendar calls  
7 rather than a default judgment, and thus, civil procedure rule requiring written notice before  
8 entry of default judgment was not applicable).

9 Further, First Judicial District Court Rule 22(3) expressly states that "[a]ny form of  
10 order permitting withdrawal of an attorney submitted to the Court for signature shall contain  
11 the address at which the party is to be served with notice of all further proceedings." Plaintiff  
12 had a right to rely on the address given by Zandian's prior attorney.

13 No evidence supports Zandian's claims that he lacked knowledge of this matter. Even  
14 if Zandian was living in France, for which no competent evidence has been provided to this  
15 Court, Zandian was required to provide the Court and the parties with his new address.  
16 However, Zandian never informed this Court or the parties of any address change. The record  
17 demonstrates that the Plaintiff's discovery requests, motions, application for judgment, orders  
18 and notice of judgment were all mailed to Zandian's address of record. Under NRCP 5(b),  
19 service by mail is complete upon mailing. Thus, Zandian received notice of the proceedings  
20 and his repeated failure to respond constituted inexcusable neglect.

#### 21 **b. Zandian Has Failed To Show He Lacked Intent To Delay**

22 Zandian received all of the papers and pleadings in this matter. However, he failed to  
23 respond to Plaintiff's discovery and willfully ignored the proceedings of this matter. In fact,  
24 Zandian waited nearly six months to secure new counsel and file the motion to set aside.  
25 Furthermore, Zandian failed to file an opposition to the application for judgment.  
26 Accordingly, the Court finds that Zandian has failed to establish the absence of an intent to  
27 delay.

#### 28 **c. Whether Zandian Lacked Knowledge Of Procedural Requirements**



1 Zandian unquestionably had notice of the written discovery, motions and orders filed in  
2 this matter, and yet he ignored all of these documents. All that was required of Zandian was to  
3 either personally respond to the discovery and motions or obtain counsel to appear on his  
4 behalf. Zandian knew discovery had been served but deliberately chose to ignore it. Zandian  
5 knew a motion for sanctions and an application for judgment had been filed, which led to the  
6 judgment, but Zandian chose to ignore those items as well. Zandian's failure to obtain new  
7 counsel or otherwise act on his own behalf is inexcusable. *See Kahn* 108 Nev. at 514-15, 835  
8 P.2d at 793-4. As the Nevada Supreme Court stated in *Kahn*:

9 we are not confronted here with some subtle or technical aspect of  
10 procedure, ignorance of which could readily be excused. The requirements  
11 of the rule are simple and direct. *To condone the actions of a party who has*  
12 *sat on its rights only to make a last-minute rush to set aside judgment would*  
*be to turn NRCP 60(b) into a device for delay rather than the means for*  
*relief from an oppressive judgment that it was intended to be.*

13 *Id.* (citing *Union*, 96 Nev. at 339, 609 P.2d at 324 (citing *Franklin v. Bartsas Realty, Inc.*, 95  
14 Nev. 559, 598 P.2d 1147 (1979); *Central Operating Co. v. Utility Workers of America*, 491  
15 F.2d 245 (4th Cir.1974)) (emphasis added in original)).

16 Zandian had sufficient knowledge to act responsibly. He had previously retained  
17 counsel to defend this action and retained new counsel to set aside the judgment. Therefore,  
18 this Court cannot conclude that Zandian failed to respond to set aside the default judgment  
19 because he was ignorant of procedural requirements.

20  
21 **d. Whether Zandian Acted In Good Faith**

22 Zandian has not provided any valid reason for failing to respond to the requested  
23 discovery, the motion for sanctions or the application for judgment. Furthermore, he has not  
24 provided a reasonable explanation for waiting over five months to obtain other counsel despite  
25 having knowledge of the judgment entered against him.

26  
27 Based upon the fact that Zandian knew about this case and continued to receive the  
28 papers and pleadings from this matter, it was inexcusable for Zandian not to respond to the

1 earlier discovery requests and motions. Zandian has not demonstrated good faith. In fact,  
2 Zandian has only demonstrated inexcusable neglect by his willful failure to respond to, and  
3 participate in, this action. Accordingly, the Court determines that Zandian lacked good faith in  
4 contesting this action.

5 **e. Whether This Case Should Be Tried On The Merits For Policy Reasons**

6 The Nevada Supreme Court has held that “good public policy dictates that cases be  
7 adjudicated on their merits.” See *Kahn* 108 Nev. at 516, 835 P.2d at 794 (citing *Hotel Last*  
8 *Frontier v. Frontier Prop.*, 79 Nev. 150, 155–56, 380 P.2d 293, 295 (1963) (original  
9 emphasis). However, this policy has its limits:  
10

11 We wish not to be understood, however, that this judicial tendency to grant  
12 relief from a default judgment implies that the trial court should always  
13 grant relief from a default judgment. Litigants and their counsel may not  
14 properly be allowed to disregard process or procedural rules with impunity.  
Lack of good faith or diligence, or lack of merit in the proposed defense,  
may very well warrant a denial of the motion for relief from the judgment.

15 *Id.* (citing *Lentz v. Boles*, 84 Nev. 197, 200, 438 P.2d at 256 (1968)).

16 Zandian has disregarded the process and procedural rules of this matter with impunity.  
17 He has repeatedly ignored this matter and failed to respond to the written discovery and  
18 motions in this matter since his former attorney John Peter Lee withdrew from representation.  
19 Zandian’s lack of good faith or diligence warrants a denial of the motion to set aside.

20 Zandian’s complete failure to respond to the discovery requests and subsequent  
21 motions evidences his willful and recalcitrant disregard of the judicial process, which  
22 prejudiced Plaintiff. *Foster v. Dingwall*, 227 P.3d 1042, 1049 (Nev. 2010) (citing *Hamlett v.*  
23 *Reynolds*, 114 Nev. 863, 865, 963 P.2d 457, 458 (1998) (upholding the district court’s strike  
24 order where the defaulting party’s “constant failure to follow [the court’s] orders was  
25 unexplained and unwarranted”); *In re Phenylpropanolamine (PPA) Products*, 460 F.3d 1217,  
26 1236 (9th Cir.2006) (holding that, with respect to discovery abuses, “[p]rejudice from  
27 unreasonable delay is presumed” and failure to comply with court orders mandating discovery  
28 “is sufficient prejudice”).



1 In light of Zandian's repeated and continued abuses, the policy of adjudicating cases on  
2 the merits would not be furthered in this case, and the ultimate sanctions are necessary to  
3 demonstrate to Zandian and future litigants that they are not free to act with wayward  
4 disregard of a court's orders. *Foster*, 227 P.3d at 1049. Moreover, Zandian's failure to oppose  
5 Plaintiff's motion to strike the General Denial or the application for judgment constitutes an  
6 admission that the motion and application were meritorious. *Id.* (citing *King v. Carlidge*, 121  
7 Nev. 926, 927, 124 P.3d 1161, 1162 (2005) (stating that an unopposed motion may be  
8 considered as an admission of merit and consent to grant the motion) (citing DCR 13(3)).

9 **IV. CONCLUSION**

10 The record provides substantial evidence to support this denial of Zandian's motion to  
11 set aside. Further, the policy of resolving cases on the merits does not allow litigants "to  
12 disregard process or procedural rules with impunity." *Kahn*, 108 Nev. at 516, 835 P.2d at 794  
13 (quoting *Lentz v. Boles*, 84 Nev. 197, 200, 438 P.2d 254, 256-57 (1968)).

14 Zandian has failed to show mistake, inadvertence, surprise or excusable neglect  
15 pursuant to NRCP 60(b). Zandian had every opportunity to properly defend this action and  
16 instead made a voluntary choice not to. Therefore, Zandian's motion to set aside is hereby  
17 DENIED.

18  
19 DATED: This 6<sup>th</sup> day of February, 2014. IT IS SO ORDERED:

20  
21   
22 JAMES T. RUSSELL  
23 DISTRICT COURT JUDGE  
24  
25  
26  
27  
28

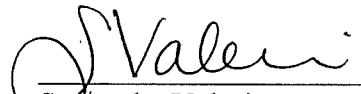
CERTIFICATE OF MAILING

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I hereby certify that on the 6 day of February, 2014, I placed a copy of the foregoing in the United States Mail, postage prepaid, addressed as follows:

Matthew D. Francis  
Adam P. McMillen  
Watson Rounds  
5371 Kietzke Lane  
Reno, NV 89511

Geoffrey W. Hawkins  
Johnathon Fayeghi  
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9555 Hillwood Drive, Suite 150  
Las Vegas, NV 89134

  
Samantha Valerius  
Law Clerk, Department I

## **EXHIBIT B**

1 Matthew D. Francis (6978)  
2 Adam P. McMillen (10678)  
3 Brownstein Hyatt Farber Schreck, LLP  
4 5371 Kietzke Lane  
5 Reno, NV 89511  
6 Telephone: 775-324-4100  
7 Facsimile: 775-333-8171  
8 Attorneys for Plaintiff Jed Margolin

9  
10 **In The First Judicial District Court of the State of Nevada**  
11 **In and for Carson City**

12 **JED MARGOLIN, an individual,**  
13 **Plaintiff,**  
14 **vs.**

15 **OPTIMA TECHNOLOGY CORPORATION,**  
16 **a California corporation, OPTIMA**  
17 **TECHNOLOGY CORPORATION, a Nevada**  
18 **corporation, REZA ZANDIAN**  
19 **aka GOLAMREZA ZANDIANJAZI**  
20 **aka GHOLAM REZA ZANDIAN**  
21 **aka REZA JAZI aka J. REZA JAZI**  
22 **aka G. REZA JAZI aka GHONONREZA**  
23 **ZANDIAN JAZI, an individual, DOE**  
24 **Companies 1-10, DOE Corporations 11-20,**  
25 **and DOE Individuals 21-30,**  
26 **Defendants.**

27 **Case No.: 090C005**  
28 **Dept. No.: 1**

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2016 MAY -3 PM 2:05  
SUSAN MERRINE  
C. Cooper  
CLERK  
DEPUTY

**MOTION TO VOID DEEDS,  
ASSIGN PROPERTY, FOR WRIT OF  
EXECUTION AND TO CONVEY**

29 Plaintiff Jed Margolin ("Plaintiff"), by and through his attorneys of record, hereby files  
30 the following Motion to Void Deeds, Assign Property, for Writ of Execution and to Convey:

31 **MEMORANDUM OF POINTS AND AUTHORITIES**

32 **I. Introduction**

33 The Complaint and Amended Complaint in this matter are based upon Defendant Reza  
34 Zandian's ("Zandian") fraudulent assignment of patents. Shortly after the Court denied  
35 Zandian's motion to set aside the default judgment Zandian filed fraudulent deeds in five  
36 Nevada counties whereby he transferred his interest in 22 parcels of real property to insiders in

1 an attempt to avoid execution of the judgment. More recently, Zandian attempted to bribe the  
2 undersigned by offering to pay \$30,000 to \$50,000 to the undersigned if the undersigned  
3 would resolve this matter without giving any money or consideration to Plaintiff. Zandian has  
4 made it clear he will do anything to keep from having to pay the judgment.

5 Plaintiff now moves the Court to void the fraudulent deeds, transfer Zandian's interest  
6 in certain Nevada properties to Plaintiff and to order execution on other Nevada property.

## 7 **II. Procedural Background**

8 As the Court is well aware, Plaintiff filed his original Complaint on December 11,  
9 2009. Plaintiff alleged five claims: (1) Conversion, (2) Tortious Interference with Contract,  
10 (3) Intentional Interference with Prospective Economic Advantage, (4) Unjust Enrichment,  
11 and (5) Unfair and Deceptive Trade Practices. The claims are based upon Zandian's  
12 fraudulent assignment of patents. After several motions to dismiss, Zandian filed a General  
13 Denial to the Amended Complaint on March 5, 2013. Thereafter, Zandian's counsel withdrew  
14 and a Default Judgment was entered against Zandian on June 24, 2013.

15 On December 11, 2013, Plaintiff filed a Motion for Debtor's Examination and to  
16 Produce Documents. On December 20, 2013, Zandian filed a Motion to Set Aside the Default  
17 Judgment. On January 13, 2014, the Court entered an Order Granting the Motion for Debtor's  
18 Examination and to Produce Documents. On February 6, 2014, the Court entered an Order  
19 Denying Zandian's Motion to Set Aside the Default Judgment. On March 12, 2014, Zandian  
20 filed a Notice of Appeal regarding the Court's Order Denying the Motion to Set Aside the  
21 Default Judgment.

22 On June 10, 2015, Plaintiff filed another Motion for Judgment Debtor Examination and  
23 to Produce Documents. On October 19, 2015, the Nevada Supreme Court affirmed the Court's  
24 orders denying Zandian's motion to set aside the default judgment and awarding fees and  
25 costs. On November 6, 2015, the Court entered an Order Granting the Motion for Debtor's  
26 Examination and to Produce Documents, whereby Zandian was required to produce  
27 documents by December 21, 2015 and to appear for a debtor's examination in February of  
28

1 2016. On February 3, 2016, the Court held Zandian in contempt for failing to produce  
2 documents as ordered by the Court and issued a warrant for his arrest.

3 On February 24, 2016, pursuant to the Court's November 6, 2015 Order, Plaintiff held  
4 the duly noticed debtor's examination of Zandian in San Diego, California. *See* Declaration of  
5 Adam McMillen, dated 4/21/16 ("McMillen Declaration"), Exhibit 1. Zandian did not appear  
6 for the examination. *See id.* Zandian refused to comply with the Court's orders and has  
7 absconded. Plaintiff has been unable to depose Zandian and Zandian has not produced any of  
8 the documents ordered by the Court.

9 **III. Pertinent Additional Factual Background**

10 **A. Fraudulent Deeds**

11 On February 6, 2014, the Court entered an Order Denying Zandian's Motion to Set  
12 Aside the Default Judgment. Shortly thereafter, Zandian dirtied the title to 22 parcels of real  
13 property throughout Nevada, as follows.

14 On March 17, 2014, Zandian recorded a grant deed with Elko County for one parcel,  
15 whereby he transferred his interests to Alborz Zandian (his son) and Niloofer Zandian (his  
16 wife). *See* McMillen Declaration, Exhibit 2. The deed states the transfer was made pursuant  
17 to a "financial agreement entered into in Las Vegas, Nevada and dated 08-21-2003." *Id.* Not  
18 only does the timing and parties involved indicate the deed is fraudulent, the parcel in question  
19 was purchased after the alleged August 21, 2003 financial agreement on September 25, 2006  
20 and the purchase documents do not refer to the alleged "financial agreement." *See* McMillen  
21 Declaration, Exhibit 3.

22 On March 18, 2014, Zandian similarly dirtied the titles to three parcels in Churchill  
23 County, per the same August 21, 2003 "financial agreement." *See* McMillen Declaration,  
24 Exhibits 4-6. All of these parcels were purchased after August 21, 2003 and none of the  
25 purchase documents refer to the "financial agreement." *See* McMillen Declaration, Exhibits 7-  
26 9.

27 On March 18, 2014, Zandian similarly dirtied the title to one parcel in Washoe County,  
28 per the same August 21, 2003 "financial agreement." *See* McMillen Declaration, Exhibit 10.

1 This parcel was also purchased after August 21, 2003 and the purchase documents do not refer  
2 to the alleged “financial agreement.” *See* McMillen Declaration, Exhibit 11.

3 Zandian dirtied the title to nine other parcels in Washoe County as well. On March 18,  
4 2014, a grant deed was recorded by Zandian, which transferred his interest in nine parcels to  
5 Fred Sadri, Ray Koroghli and Sathsowi Thay Koroghli and Alborz Zandian and Niloofar  
6 Foughani “per financial agreement entered into in Las Vegas, Nevada and dated 08-21-2003.”  
7 *See* McMillen Declaration, Exhibit 12. As background on these nine parcels, on July 31,  
8 2003, Niloo Far Foughani (wife of Zandian) released any community property interest in the  
9 nine parcels to Zandian, as his separate property. *See* McMillen Declaration, Exhibit 13. On  
10 August 1, 2003, these properties were transferred to Zandian, Fred Sadri and Ray Koroghli,  
11 with each receiving a one third interest. *See* McMillen Declaration, Exhibit 14. On June 22,  
12 2007, John Peter Lee filed a Judgment Confirming Arbitration Award with the Washoe  
13 County Recorder, which judgment transferred the interests of Fred Sadri and Ray Koroghli to  
14 Zandian for all nine properties. *See* McMillen Declaration, Exhibit 15. This is why the March  
15 18, 2014 deed states Zandian transferred the property from Fred Sadri, Ray Koroghli and  
16 Sathsowi Thay Koroghli and himself to Fred Sadri, Ray Koroghli and Sathsowi Thay Koroghli  
17 and Alborz Zandian and Niloofar Foughani “per financial agreement entered into in Las  
18 Vegas, Nevada and dated 08-21-2003.” *See* McMillen Declaration, Exhibit 12.

19 On May 21, 2014, Zandian dirtied the titles to six parcels in Lyon County. *See*  
20 McMillen Declaration, Exhibits 16-18. These deeds transferred Zandian’s interests to Alborz  
21 Zandian and Niloofar Foughani Zandian “per financial agreement entered into in Las Vegas,  
22 Nevada and dated August 21, 2003.” *Id.* However, again, all six parcels were purchased by  
23 Zandian after the purported August 21, 2003 “financial agreement.” *See* McMillen  
24 Declaration, Exhibits 19-21. None of the purchase documents refer to the alleged “financial  
25 agreement.” *Id.* Also, the “financial agreement” has never been produced and is not known to  
26 exist.

27 On May 30, 2014, Zandian similarly dirtied the titles to two parcels in Clark County,  
28 per the same August 21, 2003 “financial agreement.” *See* McMillen Declaration, Exhibits 22-



1 23. All of these parcels were purchased after August 21, 2003 and none of the purchase  
2 documents refer to the alleged “financial agreement.” *See* McMillen Declaration, Exhibits 24-  
3 25.

4 **B. Zandian’s Attempted Bribery**

5 From April 12-19, 2016, Zandian emailed the undersigned. *See* McMillen Declaration,  
6 Exhibit 26. Zandian stated that he wanted to pay (bribe) the undersigned because he believes  
7 the undersigned has been “unfairly exploited for 8 years based on a judgment obtained by  
8 fraudulent service and address.” *Id.* In response, the undersigned requested a serious offer to  
9 settle this matter. *Id.* Zandian stated he did not want me to talk to “anybody” about the  
10 ensuing conversation, including Plaintiff, that Plaintiff had been “manipulated by Robert  
11 Adams and Sadri” and that he did not wish to pay Plaintiff “a dime” but “I [Zandian] am  
12 prepared to pay you [the undersigned] up to \$30,000 cash or \$50,000 within 18 months” to  
13 settle this matter outside of Plaintiff’s interests. *Id.*

14 The undersigned told Zandian he represents the interests of Plaintiff and would not  
15 accept an offer (bribe) to settle this matter outside of Plaintiff’s interests and requested a  
16 serious offer to settle this matter. *Id.* The undersigned also requested to know when Zandian  
17 would be in the United States in the near future. *Id.* To which, Zandian stated that a debtor’s  
18 examination would be worthless since there is no money to pay the judgment. *Id.* However,  
19 Zandian did say that if Plaintiff paid his travel expenses and had the bench warrant vacated,  
20 then he would be more than happy to come to the United States, but he did not promise to  
21 appear for an examination or to provide the documents previously ordered by the Court. *Id.*

22 The email communications from Zandian show Zandian is well aware of the Court’s  
23 orders regarding the debtor’s examination and the ensuing bench warrant for disobeying the  
24 Court’s orders. The email communications show Zandian is willing to continue committing  
25 fraud upon Plaintiff and the Court and that he has no regard for Plaintiff, the Court or the rule  
26 of law.

27 **IV. Argument**

28 **A. Zandian’s Fraudulent Transfers Should Be Declared Void**



1 A "transfer made ... by a debtor is fraudulent as to a creditor ... if the debtor made the  
2 transfer ... [w]ith actual intent to hinder, delay or defraud any creditor of the debtor[.]" NRS  
3 112.180(1)(a). Actual intent may be determined by considering the following factors as to  
4 whether:

- 5 (a) The transfer or obligation was to an insider;
- 6 (b) The debtor retained possession or control of the property transferred  
after the transfer;
- 7 (c) The transfer or obligation was disclosed or concealed;
- 8 (d) Before the transfer was made or obligation was incurred, the debtor had  
been sued or threatened with suit;
- 9 (e) The transfer was of substantially all the debtor's assets;
- 10 (f) The debtor absconded;
- 11 (g) The debtor removed or concealed assets;
- 12 (h) The value of the consideration received by the debtor was reasonably  
equivalent to the value of the asset transferred or the amount of the obligation  
incurred;
- 13 (i) The debtor was insolvent or became insolvent shortly after the transfer  
was made or the obligation was incurred;
- 14 (j) The transfer occurred shortly before or shortly after a substantial debt  
was incurred; and
- 15 (k) The debtor transferred the essential assets of the business to a lienor  
who transferred the assets to an insider of the debtor.

16 NRS 112.180(2)(a-k). Many of the NRS 112.180(2) factors apply to Zandian's conduct.  
17 Zandian recorded fraudulent deeds in five Nevada counties and transferred 22 parcels to  
18 insiders, as defined by NRS 112.150(7), shortly after the Court denied Zandian's motion to set  
19 aside the default judgment. Through these insider transfers, Zandian retained control of the  
20 properties in question, as partly indicated in his recent emails where he states that the "vacant  
21 land in Nevada that I got as sweat equity has no value and I am planning on paying you out of  
22 other resources." *See* McMillen Declaration, Exhibit 26.

23 While the fraudulent deeds were recorded with the county recorders' offices, the 2003  
24 "financial agreement" was not disclosed and remains concealed by Zandian. Also, Zandian  
25 has absconded and he refuses to comply with this Court's orders and refuses to produce  
26 documents or to appear for a debtor's examination and says he is now living in Iran, as  
27 opposed to France. *See* McMillen Declaration, Exhibit 26.  
28

1 As a result of the fraudulent transfers, Plaintiff may obtain avoidance of such transfers  
 2 “to the extent necessary to satisfy the creditor’s claim.” NRS 112.210(1). “Subject to  
 3 applicable principles of equity and in accordance with applicable rules of civil procedure” this  
 4 Court may also provide “[a]ny other relief the circumstances may require.” NRS  
 5 112.210(1)(c). Accordingly, Plaintiff requests the Court issue an order voiding the transfers  
 6 detailed in Section III(A), above.

7 **B. Application Of Property Toward Satisfaction Of Judgment**

8 “All goods, chattels, money and other property, real and personal, of the judgment  
 9 debtor, or any interest therein of the judgment debtor not exempt by law, and all property and  
 10 rights of property seized and held under attachment in the action, are liable to execution.”  
 11 NRS 21.080(1). “The judge or master may order any property of the judgment debtor not  
 12 exempt from execution, in the hands of such debtor or any other person, or due to the  
 13 judgment debtor, to be applied toward the satisfaction of the judgment.” NRS 21.320; *see also*  
 14 NRS 112.210(2) (“If a creditor has obtained a judgment on a claim against the debtor, the  
 15 creditor, if the court so orders, may levy execution on the asset transferred or its proceeds.”)  
 16 (emphasis added).<sup>1</sup>

17 Plaintiff requests the Court order the following property of Zandian, which is not  
 18 exempt from execution,<sup>2</sup> to be applied toward satisfaction of the judgment by ordering the  
 19 transfer of Zandian’s interest in the following properties to Plaintiff:

Parcel	acres	Assessed Value (Washoe County Assessor 2016)	Assignment Value
079-150-09	560.0	\$2,822	\$3,200
079-150-13	560.0	\$2,822	\$3,200
084-040-04	640.08	\$3,226	\$3,700

24  
 25 <sup>1</sup> In Nevada, a supplementary proceeding is “incident to the original suit” and “is not an independent proceeding  
 26 or the commencement of a new action.” Nevada Direct Ins. Co. v. Fields, No. 66561, 2016 WL 797048, at \*3  
 27 (Nev. Feb. 26, 2016) (citing State ex rel. Groves v. First Judicial Dist. Court, 61 Nev. 269, 276, 125 P.2d 723,  
 28 726 (1942); 30 Am.Jur.2d Executions and Enforcements of Judgments § 584 (2005) (“In jurisdictions where a  
 proceeding supplemental is not an independent action, but is merely a proceeding to enforce an earlier  
 judgment, proceedings supplemental are conducted in the same court that entered the judgment against the  
 defendant, usually under the same cause number. In fact, proceedings supplemental may be filed only in the  
 trial court issuing the underlying judgment.” (footnotes omitted))).

<sup>2</sup> See NRS 21.090; *see also* McMillen Declaration, Exhibit 26.

084-040-06	633.03	\$6,197	\$7,000
084-040-10	390.0	\$1,966	\$2,300
084-140-17	160.0	\$806	\$1,000
Totals	2,943.11	\$17,839	\$20,400

Parcel	acres	Assessed Value (Lyon County Assessor 2016)	Assignment Value
006-052-04	.220	\$15,560	\$5,187
006-052-05	.220	\$15,560	\$5,187
006-052-06	.220	\$15,560	\$5,187
Totals	.66	\$46,680	\$15,561

Parcel	acres	Assessed Value (Churchill County Assessor 2016)	Assignment Value
009-331-04	50.0	\$2,625	\$1,500
Totals	50.0	\$2,625	\$1,500

### C. Writ of Execution

On June 24, 2013, the Court entered a Default Judgment against Defendants. On June 27, 2013, a Notice of Entry of the Default Judgment was filed. In the Default Judgment, the Court entered judgment in favor of Plaintiff against Zandian in the sum of \$1,495,775.74, plus interest at the legal rate, pursuant to NRS 17.130, therein from the date of default until the judgment is satisfied.

Plaintiff requests the Court authorize all applicable County Sheriffs or other authorized officers in the State of Nevada to execute the Judgment through the seizure of Zandian's bank accounts, investment accounts, certificates of deposit, annuities, wages, and real and personal property.

Based on the foregoing and the attached Memorandum of Post-Judgment Costs and Fees, attached hereto as Exhibit 2, Plaintiff also hereby requests that the Court direct the Court Clerk to issue the attached proposed Writs of Execution, attached hereto as Exhibit 3, so that the appropriate authorities may assist Plaintiff in executing the Default Judgment against Zandian. If the properties are not enough to satisfy the Judgment, Plaintiff requests the Court order and direct that any further appropriate writs of execution that are provided to the Court Clerk by Plaintiff also be issued, until the Judgment is satisfied.

1 In addition, Plaintiff seeks the following orders with regards to the following parcels in  
 2 order to protect and satisfy Plaintiff's claim. *See* NRS 112.210(1)(c)(1) and (3) ("In an action  
 3 for relief against a transfer or obligation under this chapter, a creditor ... may obtain: ... (1)  
 4 An injunction against further disposition by the debtor or a transferee, or both, of the asset  
 5 transferred or of other property; ... or (3) Any other relief the circumstances may require.").

6 Zandian has an interest in two parcels in Lyon County, parcel numbers 015-311-18 and  
 7 015-311-19. In order to protect Plaintiff's interest and to satisfy his claim, Plaintiff requests  
 8 the Court order a minimum bid of \$25,000 for each parcel and in the event the minimum bid is  
 9 not reached for either parcel, that Zandian be ordered not to sell, assign, or divide his interest  
 10 in either parcel or to allow either or both to be foreclosed upon until the Judgment is paid.

11 Zandian has an interest in parcel 007-151-77 in Churchill County. Plaintiff requests  
 12 the Court order a minimum bid of \$10,000 for this parcel and in the event the minimum bid is  
 13 not reached, that Zandian is ordered not to sell, assign, or divide his interest in the parcel or to  
 14 allow it to be foreclosed upon until the Judgment is paid.

15 Zandian has an interest in parcel 001-660-034 in Elko County. Plaintiff requests the  
 16 Court order a minimum bid of \$25,000 for this parcel and in the event the minimum bid is not  
 17 reached, that Zandian is ordered not to sell, assign, or divide his interest in the parcel or to  
 18 allow it to be foreclosed upon until the Judgment is paid.

19 **D. Conveyance Of Property Sold At Auction**

20 On December 9, 2014, the Clark County Sheriff sold at public auction Zandian's  
 21 interest in two Clark County parcels. *See* McMillen Declaration, Exhibits 27-28. As there  
 22 were no other bidders, Plaintiff credit bid at the auction and purchased both parcels. *Id.* The  
 23 following is a summary of the auction information for the two parcels:

Clark County	Acres	Bought at auction 12/9/2014	Assessed Value (Clark County Assessor 2016)
APN 071-02-000-013	20.0	\$16,000	\$7,000
APN 071-02-000-005	10.0	\$8,000	\$3,500
<b>Total</b>	<b>30.0</b>	<b>\$24,000</b>	<b>\$10,500</b>

1 On April 3, 2015, the Washoe County Sheriff sold at public auction Zandian's interest  
 2 in four Washoe County parcels. See McMillen Declaration, Exhibits 29-32. As there were no  
 3 other bidders, Plaintiff credit bid at the auction and purchased all four parcels. *Id.* The  
 4 following is a summary of the auction information for the four parcels:

Washoe County	Acres	Bought at auction 4/3/2015	Assessed Value (Washoe County Assessor 2016)
APN 079-150-12	160	\$15,000	\$16,800
APN 079-150-10	639.58	\$5,000	\$3,224
APN 084-040-02	627.24	\$5,000	\$3,161
APN 084-130-07	275.83	\$3,000	\$1,390
<b>Total</b>	<b>1702.65</b>	<b>\$28,000</b>	<b>\$24,575</b>

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 10 "Upon a sale of real property, the purchaser shall be substituted to and acquire all the  
 11 right, title, interest and claim of the judgment debtor thereto." NRS 21.190. Such sales are  
 12 subject to redemption. *Id.* A judgment debtor or his successor in interest may redeem the  
 13 property any time within 1 year after the sale. See NRS 21.200 and NRS 21.210. "If no  
 14 redemption is made within 1 year after the sale, the purchaser, or the purchaser's assignee, is  
 15 entitled to a conveyance..." NRS 21.220(4).

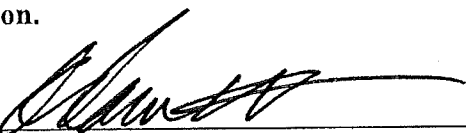
16 It has been more than 1 year since the above Clark County and Washoe County  
 17 properties were sold at auction to Plaintiff. The properties have not been redeemed by anyone.  
 18 Accordingly, Plaintiff requests that the Court order the six properties conveyed to Plaintiff.

19 **V. Conclusion**

20 Based upon the foregoing, Plaintiff respectfully requests this motion be granted in its  
 21 entirety.

22 **The undersigned does hereby affirm that the preceding document does not**  
 23 **contain the social security number of any person.**

24 Dated this 3<sup>rd</sup> day of May, 2016.

25 BY:   
 26 Matthew D. Francis (6978)  
 27 Adam P. McMillen (10678)  
 28 5371 Kietzke Lane  
 Reno, NV 89511  
 Telephone: 775-324-4100  
 Facsimile: 775-333-8171  
 Attorneys for Plaintiff Jed Margolin

CERTIFICATE OF SERVICE

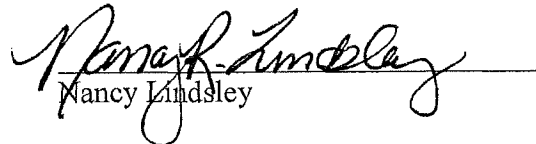
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Pursuant to NRCP 5(b), I certify that I am an employee of Brownstein Hyatt Farber Schreck, and that on this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true and correct copy of the foregoing document, **MOTION TO VOID DEEDS, ASSIGN PROPERTY AND FOR WRIT OF EXECUTION**, addressed as follows:

Reza Zandian  
c/o Alborz Zandian  
9 MacArthur Place, Unit 2105  
Santa Ana, CA 92707-6753  
and  
rezazand@hotmail.com

Severin A. Carlson  
Tara C. Zimmerman  
Kaempfer Crowell  
50 West Liberty Street, Suite 700  
Reno, Nevada 89501  
Former counsel of Reza Zandian

Dated: May 3, 2016

  
Nancy Lindsley

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EXHIBIT LIST

<b>EXHIBIT NO.</b>	<b>DESCRIPTION</b>	<b>PAGE(S)</b>
1	Declaration of Adam McMillen	275
2	Consolidated Memorandum of Post-Judgment Fees and Costs	6
3	<i>Proposed</i> Writs of Execution (Lyon, Elko and Churchill Counties)	4

# Exhibit 1

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Exhibit 1



1 Matthew D. Francis (6978)  
Adam P. McMillen (10678)  
2 Brownstein Hyatt Farber Schreck, LLP  
5371 Kietzke Lane  
3 Reno, NV 89511  
Telephone: 775-324-4100  
4 Facsimile: 775-333-8171  
*Attorneys for Plaintiff Jed Margolin*  
5  
6

7 In The First Judicial District Court of the State of Nevada  
8 In and for Carson City  
9

10  
11 JED MARGOLIN, an individual,

12 Plaintiff,

13 vs.

14 OPTIMA TECHNOLOGY CORPORATION,  
a California corporation, OPTIMA  
15 TECHNOLOGY CORPORATION, a Nevada  
corporation, REZA ZANDIAN  
16 aka GOLAMREZA ZANDIANJAZI  
17 aka GHOLAM REZA ZANDIAN  
aka REZA JAZI aka J. REZA JAZI  
18 aka G. REZA JAZI aka GHONONREZA  
ZANDIAN JAZI, an individual, DOE Companies  
19 1-10, DOE Corporations 11-20, and DOE  
20 Individuals 21-30,

21 Defendants.  
22

Case No.: 090C00579 1B

Dept. No.: 1

**DECLARATION OF ADAM  
MCMILLEN IN SUPPORT OF  
MOTION TO VOID DEEDS, ASSIGN  
PROPERTY, FOR WRIT OF  
EXECUTION AND TO CONVEY**

23 I, Adam P. McMillen, do hereby declare and state:

24 1. I am counsel of record for Plaintiff Jed Margolin in this matter. This declaration is  
25 based upon my personal knowledge and is made in support of the Motion to Void Deeds,  
26 Assign Property and for Writ of Execution, filed concurrently herewith.

27 2. Attached hereto as Exhibit 1 is a true and correct copy of the transcript of Defendant  
28 Reza Zandian's debtor's examination on April 21, 2016 showing his non-appearance

- 1 3. Attached hereto as Exhibit 2 is a true and correct copy of Elko County Doc# 684351  
2 – Grant Deed recorded 03/17/2014, APN: 001-660-034.
- 3 4. Attached hereto as Exhibit 3 is a true and correct copy of Elko County Doc# 560545  
4 – Grant, Bargain and Sale Deed recorded 09/26/2006, APN: 001-660-034.
- 5 5. Attached hereto as Exhibit 4 is a true and correct copy of Churchill County Doc#  
6 439670 – Grant Deed recorded 03/18/2014, APN: 007-151-12.
- 7 6. Attached hereto as Exhibit 5 is a true and correct copy of Churchill County Doc#  
8 439671 – Grant Deed recorded 03/18/2014, APN: 007-151-77.
- 9 7. Attached hereto as Exhibit 6 is a true and correct copy of Churchill County Doc#  
10 439672 – Grant Deed recorded 03/18/2014, APN: 009-33-104.
- 11 8. Attached hereto as Exhibit 7 is a true and correct copy of Churchill County Doc#  
12 383845 – Grant, Bargain and Deed recorded 07/10/2006, APN: 007-151-12.
- 13 9. Attached hereto as Exhibit 8 is a true and correct copy of Churchill County Doc#  
14 384273 – Grant, Bargain and Sale Deed recorded 07/27/2006, APN: 007-151-77.
- 15 10. Attached hereto as Exhibit 9 is a true and correct copy of Churchill County Doc#  
16 372686 – Grant, Bargain and Sale Deed recorded 07/06/2005, APN: 009-33-104.
- 17 11. Attached hereto as Exhibit 10 is a true and correct copy of Washoe County Doc#  
18 4335754 – Grant Deed recorded 03/18/2014, APN: 079-150-12.
- 19 12. Attached hereto as Exhibit 11 is a true and correct copy of Washoe County Doc#  
20 3236343 – Grant, Bargain and Sale Deed recorded 06/27/2005, APN: 079-150-12.
- 21 13. Attached hereto as Exhibit 12 is a true and correct copy of Washoe County Doc#  
22 4335755 – Grant Deed recorded 03/18/2014, APNs: 079-150-09, 070-150-10, 079-150-13,  
23 084-040-02, 084-040-04, 084-040-06, 084-040-10, 084-130-07, 084-140-17.  
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1 Jeffrey L. Hartman, Esq., #1607  
2 **HARTMAN & HARTMAN**  
3 510 West Plumb Lane, Suite B  
4 Reno, Nevada 89509  
5 Telephone: (775) 324-2800  
6 Facsimile: (775) 324-1818  
7 E-mail: [notices@bankruptcyreno.com](mailto:notices@bankruptcyreno.com)

E-Filed 5/26/16

5 Attorney for Patrick Canet,  
6 Judicial Liquidator

7 **UNITED STATES BANKRUPTCY COURT**  
8 **DISTRICT OF NEVADA**

9 IN RE:  
10 Gholam Reza Jazi Zandian  
11 Debtor in a Foreign Proceeding.

CASE NO. BK-N-16-50644-BTB  
CHAPTER 15

**NOTICE OF HEARING ON VERIFIED  
PETITION FOR RECOGNITION AND  
CHAPTER 15 RELIEF**

**Hearing Date: June 23, 2016**  
**Hearing Time: 10:00 a.m.**

14 \_\_\_\_\_ /  
15 **NOTICE IS HEREBY GIVEN** that Patrick Canet ("Mr. Canet"), in his capacity as  
16 Foreign Representative in proceedings affecting Gholam Reza Jazi Zandian, has filed a  
17 Petition For Recognition and Chapter 15 Relief ("Petition") in accordance with 11 U.S.C. §§  
18 1504 and 1515. The Petition requests the Court enter an order recognizing Mr. Canet as the  
19 Foreign Representative and recognizing the pendency of the Foreign Main Proceeding in  
20 Paris, France and

21 **NOTICE IS FURTHER GIVEN** that a hearing on the Petition has been scheduled  
22 before a United States Bankruptcy Judge, in the Clifton Young Federal Building, 300 Booth  
23 Street, Reno, Nevada on **June 23, 2016 at 10:00 a.m.**

24 **NOTICE IS FURTHER GIVEN** that any response to the Petition must be filed  
25 pursuant to the time limits set forth in F.R.Bankr.P. 1011(b):

26 Defenses and objections to the petition shall be presented in the manner  
27 prescribed by Rule 12 F.R. Civ. P. and shall be filed and served within 21  
28 days after service of this Notice . . . .

1 If you do object, you must file a **WRITTEN** response to this Petition with the Court. You  
2 *must* also serve your written response on the person who sent you this notice. A paper copy  
3 of any response should also be delivered to the Clerk's office identified as "Copy For  
4 Chambers" or some similar designation. If you do not file a written response with the Court,  
5 or if you do not serve your written response on the person who sent you this notice, then:

- 6 • The Court may *refuse to allow you to speak* at the scheduled hearing; and
- 7 • The Court may grant the relief requested in the Petition without formally  
8 calling the matter at the hearing.

9 **NOTICE IS FINALLY GIVEN** that a copy of the Petition can be obtained upon  
10 written request from Hartman & Hartman, 510 West Plumb Lane, Suite B, Reno, Nevada  
11 89509, by calling Hartman & Hartman at 1-775-324-2800, or from the United States  
12 Bankruptcy Court Clerk's Office, 300 Booth Street, Reno, Nevada 89509, during the office  
13 hours of 9:00 a.m. to 3:30 p.m. weekdays.

14 DATED: May 26, 2016.

15 **HARTMAN & HARTMAN**

16 /s/ Jeffrey L. Hartman  
17 Jeffrey L. Hartman, Esq.  
18 Attorney for Patrick Canet,  
19 Foreign Representative  
20  
21  
22  
23  
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26  
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# **EXHIBIT B**

# **EXHIBIT B**

ROBIN P. WRIGHT\*  
 T. ROBERT FINLAY  
 JONATHAN M. ZAK\*\*\*\*  
 GWEN H. RIBAR  
 JONATHAN D. FINK  
 CHARLES C. MCKENNA  
 DANA JONATHON NITZ\*\*  
 NICHOLAS G. HOOD  
 PATRICIA L. PENNY  
 JAMES J. RAMOS  
 MAGDALENA D. KOZINSKA  
 NICHOLE L. GLOWIN  
 RUBY J. CHAVEZ  
 NICOLE S. DUNN  
 JOSHUA R. HERNANDEZ  
 KATHRYN A. MOORER  
 TODD E. CHVAT  
 LUKASZ I. WOZNIAK\*\*\*+,\*  
 BRADFORD E. KLEIN\*\*\*/\*\*\*\*

RONALD M. ARLAS  
 MICHAEL J. GILLIGAN  
 CHELSEA A. CROWTON\*  
 JOY B. THOMAS\*\*\*/\*\*\*\*  
 KIM R. LEPORE\*\*  
 KRISTINA M. PELLETIER  
 JENNIFER A. BRADY  
 R. SAMUEL EHLERS\*\*/+++  
 MICHAEL R. ASATOURIAN  
 RENEE M. PARKER\*\*\*\*  
 MARVIN B. ADVIENTO  
 RICHARD J. LEE+  
 ROBERT A. OLSON  
 SCOTT S. POLLARD\*\*\*\*  
 OLIVIER J. LABARRE  
 JOAN C. SPAEDER-YOUNKIN  
 TALINE M. KESHISHIAN  
 \*PATERNO C. JURANI  
 CORI B. JONES



**WRIGHT FINLAY & ZAK LLP**  
 ATTORNEYS AT LAW

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\*\*JAMIN S. NEIL  
 SARAH GREENBERG  
 \*CHRISTOPHER S. CONNELL  
 \*\*INKU NAM  
 \*\*SHADD A. WADE  
 \*\*VICTORIA L. HIGHTOWER  
 \*\*\*NATALIE C. LEHMAN  
 \*EDGAR C. SMITH  
 \*\*REGINA A. HABERMAS  
 \*CHRISTOPHER A.J. SWIFT  
 SHANNON C. WILLIAMS  
 RYAN M. CARSON  
 KAELEE M. GIFFORD  
 \*\*KRISTINE A. O'QUINN  
 \*CHRISTINA V. MILLER  
 \*\*SEAN N. PAYNE  
 \*\*\*\*MICHELLE A. MIERZWA  
 \*ROCK K. JUNG  
 ERIC S. POWERS

\*\*/+++AARON D. LANCASTER  
 \*\*/+++MICHAEL S. KELLEY  
 \*) STEPHEN DOLEMBO  
 JOHN J. DALLER  
 \*Also Admitted in Nevada  
 \*\*Admitted only in Nevada  
 \*\*\*Also Admitted in Arizona  
 \*\*\*\*Also Admitted in Washington  
 ++ Also Admitted in Hawaii  
 +Licensed Patent Attorney  
 +++ Also Admitted in Utah  
 \*\* Also Admitted in Oregon  
 \*\*\* Admitted only in Arizona  
 \*\*\*\* Also Admitted in New Mexico  
 \*\*\*\*\* Also Admitted in Ohio  
 †Admitted in Washington & Nevada  
 +++ Of Counsel

Direct Dial: (702) 475-7964  
 Email: [yli@wrightlegal.net](mailto:yli@wrightlegal.net)

February 9, 2017

**VIA CERTIFIED MAIL TO:**

Jed Margolin  
 c/o Arthur A. Zorio, Esq.  
 Brownstein Hyatt Farber Schreck, LLP  
 5371 Kietzke Lane  
 Reno, NV 89511

Steven E. Abelman, Esq.  
 Brownstein Hyatt Farber Schreck, LLP  
 410 Seventeenth St., Ste. 2200  
 Denver, CO 80202

Re: Case Name : Star Living Trust dated April 14, 1997, et al. v. Margolin  
 Parcel Nos. : 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  
 WFZ Case No. : 606-2017379

**RE: Judgment Lien from Case No. 090C00579 1B**

Dear Mr. Margolin:

This firm represents Star Living Trust dated April 14, 1997 (hereinafter "SLT") and the Koroghli Management Trust (hereinafter "KMT" and collectively as the "Trusts") in the above entitled matter. It is our understanding that there may have been improperly conducted execution sales against one or more parcels listed above pursuant to an unrecorded Default Judgment entered by the First Judicial District Court, Carson City, Nevada against 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"), Optima Technology Corp., a California Corporation, and Optima Technology Corp., a Nevada Corp. Copies of the Sheriff's Certificates of Sale are attached hereto.

Northern California Office  
 907 Sir Francis Drake Blvd.  
 Kentfield, CA 94904  
 Main Phone: (949) 477-5050  
 Main Fax: (949) 608-9142

Nevada Office  
 7785 W. Sahara Ave., Suite 200  
 Las Vegas, NV 89117  
 Main Phone: (702) 475-7964  
 Main Fax: (702) 946-1345

Arizona Office  
 16427 N. Scottsdale Road, Ste. 300  
 Scottsdale, AZ 85254  
 Main Phone: (949) 477-5050

Washington Office  
 3600 15<sup>th</sup> Ave W., Ste. 200  
 Seattle, WA 98119  
 Main Phone: (949) 477-5050

Utah Office  
 2975 W. Executive Pkwy  
 Lehi, UT 84043  
 Main Phone: (702) 475-7964  
 Main Fax: (702) 946-1345

February 9, 2017

Page 2

Our evaluation of the district court action associated with the Default Judgment and state of title regarding the affected parcels confirms that the Sheriff's execution sales conducted on or about April 3, 2015 against parcels 2 (APN 079-150-10); 4 (APN 084-040-02); and 8 (APN 084-130-07) (collectively as "Property") did not divest the SLT and/or KMT of each trust's undivided 1/3 interest in the Property. The Trusts hereby reserve all rights and claims to recover losses caused by these improper execution sales. Meanwhile, we request that you either immediately execute a stipulated judgment acknowledging the Trusts' title in the Property, or file a quiet title/declaratory relief action pursuant to NRS 30.010 and 40.010 with the appropriate court so that all rights and claims to title can be properly adjudicated. **Please confirm your preferred course of action in writing within ten (10) days of the date of this letter.**

NRS 21.130 states in relevant part that:

1. Before the sale of property on execution, *notice of the sale, in addition to the notice required pursuant to NRS 21.075 (Sheriff must serve notice of writ and copy of writ of execution on judgment debtor) and 21.076 (service of NRS 21.075 notice by regular mail, on next business day after writ served), must be given* as follows: (Emphasis supplied)

...

(c) In case of real property, by:

(1) Personal service upon each judgment debtor or by registered mail to the last known address of each judgment debtor and, if the property of the judgment debtor is operated as a facility licensed under chapter 449 of NRS, upon the State Board of Health;

(2) Posting a similar notice particularly describing the property, for 20 days successively, in three public places of the township or city where the property is situated and where the property is to be sold;

(3) Publishing a copy of the notice three times, once each week, for 3 successive weeks, in a newspaper, if there is one in the county. The cost of publication must not exceed the rate for legal advertising as provided in NRS 238.070. If the newspaper authorized by this section to publish the notice of sale neglects or refuses from any cause to make the publication, then the posting of notices as provided in this section shall be deemed sufficient notice. Notice of the sale of property on execution upon a judgment for any sum less than \$500, exclusive of costs, must be given only by posting in three public places in the county, one of which must be the courthouse;

(4) Recording a copy of the notice in the office of the county recorder; and

...

Further, NRS 21.190 confirms that "[u]pon a sale of real property, the purchaser shall be substituted to and acquire all the right, title, interest and claim *of the judgment debtor* thereto. (Emphasis supplied). *See, e.g., Locke v. Rapid Yne Corp.*, 2013 Nev. Dist. LEXIS 148, \*9-10 (Nev. Dist. Ct. Sept. 17, 2013) (NRS 21.190 is clear that a purchaser at the sale of real property arising from a Writ of execution substitutes into the place of the judgment debtor. Here, the were the judgment debtors. The Writ Sale, therefore, sold whatever interest the Moningers had, and the Moningers' interest was subject to the First Deed of Trust as a matter of law).

February 9, 2017

Page 3

Here, public records show that SLT and Ray Koroghli each obtained 1/3 interest in the Property. Public records further show that Mr. Koroghli transferred his 1/3 interest in the Property to KMT. Upon information and belief, title to the Property were vested as follows at the time of the execution sales:

**Fred Sadri Trustee of The Star Living Trust, Dated April 14, 1997, as to an undivided 1/3 interest, Ray Koroghli and Sathsowi Thay Koroghli, as Managing Trustees of the Koroghli Management Trust, as to an undivided 1/3 interest and Alborz Zandian, an unmarried man, 6.66% and Niloofar Foughani, 19.88% (on behalf of herself 6.66%, Nikan Zandian Jazi 6.66% and Rayan Zandian 6.66%) (per financial agreement entered into in Las Vegas, Nevada and dated 08-21-2003), as tenants in common, and Reza Zandian, a married man as his sole and separate property, as to Parcels 1 through 9 as to the remainder, all as to an undivided 1/3 interest.**

Further, the Default Judgment was entered only against Zandian, not against SLT and/or KMT. Upon information and belief, you did not provide adequate notice of the judgment lien or the execution sale to the Trusts pursuant to NRS chapter 21. Upon information and belief, the judgment lien and execution sale did not conform with statutory requirements under NRS 17.150 and 21.130. Under these circumstances, the execution sales of the Property are void and fail to transfer any interest in the Property to you. Further, the Trusts are informed and believes that the Property sold for a commercially unreasonable price. Although the Trusts believes that your claim to the Property free and clear of their interest is based on a mistaken reliance upon the Judgment Confirming Arbitration Award, which Judgment was vacated and replaced by a Stipulated Judgment confirming the Trusts' interest in the Property, request is hereby made that you immediately execute a stipulated judgment acknowledging the Trusts' title in the Property, or file a quiet title/declaratory relief action pursuant to NRS 30.010 and 40.010 with the appropriate court so that all rights and claims to title can be properly adjudicated. Should you fail to comply, we have no option but to seek court intervention and request costs for proceeding as such.

If you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,

  
**WRIGHT, FINLAY & ZAK, LLP**

Yanxiong (Michael) Li, Esq.

Enc: GBS Deed (Inst. No. 2900592)  
Quitclaim Deed (Inst. No. 3758659)  
Sheriff's Certificates of Sale (Inst. Nos. 4456020, 4456021 and 4456032)  
Judgment Confirming Arb Award (Inst. No. 3547263)  
Appellate Docket for Case No. 49924  
Stipulated Judgment



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

RPTT \$1,500.00 130277-TDC

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 Tax Statement to Above

25269-0812

00130277 GRANT, BARGAIN AND SALE DEED

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



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.

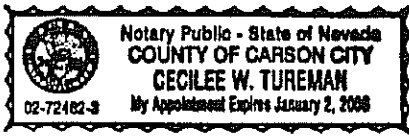
NEVADA LAND AND RESOURCE COMPANY, LLC, A DELAWARE LIMITED LIABILITY COMPANY

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.

*Cecile W. Tureman*  
Notary Public





2900592  
88/06/2003  
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 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



2900592  
06/06/2018  
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



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



2900592  
06/06/2018  
7 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.

**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.

///

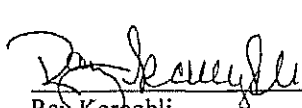
///



3758659 Page 2 of 6 05/12/2009 09:06:43 AM

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

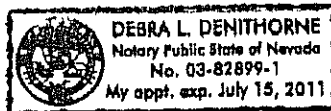
WITNESS my signature this 21st day of April, 2009.

  
Ray Koroghli

STATE OF NEVADA        )  
                                  ) ss:  
COUNTY OF CLARK     )

The foregoing QUITCLAIM DEED was acknowledged before me, a Notary Public in and for said County and State, on the 21st day of April, 2009, by Ray Koroghli.

  
NOTARY PUBLIC



- 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.

APN# 079-150-10

**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: JEB MARGOLIN  
C/O WATSON ROUNDS  
Address: 5371 KEETZKE LANE  
City/State/Zip: RENO, NV 89511

**DOC # 4456020**

04/09/2015 11:20:44 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 Golanreza 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 Golanreza 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 Golanreza 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: 079-150-10 State Route 447, Section 31, Township 21 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**

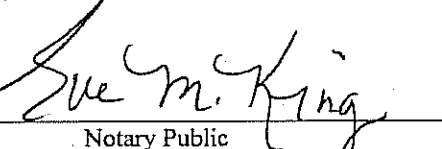
By   
Sheriff's Authorized Agent  
**STEVEN WOOD**

State of Nevada )  
County of Washoe )

Acknowledgement in representative capacity  
(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.

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

  
Notary Public

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: JILL MARZOLINI  
C/O WATSON ROUNDS  
Address: 5371 KESTREL LAKE  
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 WOODS  
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)



4456021 Page 2 of 2 - 04/09/2015 11:23:36 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 Ghonorreza 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 Ghonorreza 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 Ghonorreza 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 [Signature] Sheriff's Authorized Agent STEVEN WOOD

State of Nevada ) County of Washoe )

Acknowledgement in representative capacity (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

APN# 084-040-02

**Recording Requested by:**

Name: WASHOE COUNTY SHERIFF'S OFFICE  
Address: 911 PAIR BLVD  
City/State/Zip: RENO, NV 89512

**When Recorded Mail to:**

Name: WASHOE COUNTY SHERIFF'S OFFICE  
Address: 911 PAIR BLVD  
City/State/Zip: RENO, NV 89512

**Mail Tax Statement to:**

Name: JED MARGULIN  
C/O WATSON ROUNDS  
Address: 5371 KEETAKE LANE  
City/State/Zip: RENO, NV 89511

**DOC # 4456032**

04/09/2015 11:25:42 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 L 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 Ghonoreza 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 Ghonoreza 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 Ghonoreza 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 therefor, 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.

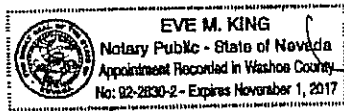
CHUCK ALLEN, SHERIFF

By Steven Wood  
Sheriff's Authorized Agent  
STEVEN WOOD

State of Nevada )  
                              )  
County of Washoe )

Acknowledgement in representative capacity  
(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.



Eve M. King  
Notary Public

**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.)

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,  
10 Plaintiff,

CASE NO.: A511131  
DEPT. NO.: XI

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  
FRED SADRI, individually,

19 Counterclaimants,

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

20 v.

21 GHOLAMREZA ZANDIAN JAZI,

22 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  
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-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.

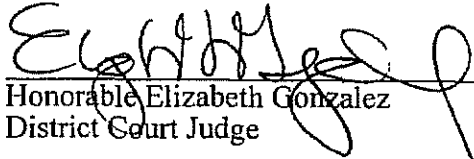
26 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Arbitrator's Report  
27 and Recommendation to District Court dated the 28th day of February, 2007, a copy of which is  
28 attached hereto as Exhibit "4" is granted by this Court.

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

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

Dated this 7 day of June, 2007.

  
Honorable Elizabeth Gonzalez  
District Court Judge


SUBMITTED BY:

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 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

**COPIES**

  
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 Plaintiff, )

Dept. No. XII

12 vs. )

13 RAY KOROGHLI, 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, )

22 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 fhaale@floydhaale.com

FLUTU A. TALE  
SPECIAL MASTER  
2300 W. LAS VEGAS AVE. SUITE 900  
LAS VEGAS, NEVADA 89102  
PHONE (702) 457-5267 EMAIL ftale@lloydhale.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 5. All of the entities and properties that are the subject of this Arbitration and lawsuit,  
19 including Pah Rah, LLC, the owners of the 300 acres referenced above, the Big Springs Ranch,  
20 LLC, and the Wendover purchase or Wendover Project, LLC, referenced in this lawsuit and  
21 Arbitration waive any claims to reimbursement or participation in any consulting fees previously  
22 paid to Gholamreza Zandian Jazi from the seller of the real estate to those entities;  
23

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

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

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

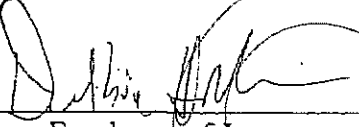
By:   
FLOYD HALE, Arbitrator  
2300 West Sahara Avenue, #900  
Las Vegas, NV 89102

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  
LAS VEG,  
PHONE (702) 457-6267  
IVE. SUITE 900  
LVADA 89102  
EMAIL fhale@floydahale.com

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**EXHIBIT TWO**

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

7  
 8 DISTRICT COURT  
 9 CLARK COUNTY, NEVADA

10 GHOLAMREZA ZANDIAN JAZI, ) Case No. A511131  
 ) Dept. No. XII  
 11 Plaintiff, )  
 )  
 12 vs. )

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

19 Defendants. )  
 20 )

21 **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, NV 89102  
 PHONE (702) 457-5267 EMAIL fshale@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 James

FLOYD A. HALE  
SPEED MASTER  
2300 W. SAHARA, SUITE 900  
LAS VEGAS, NV 89102  
PHONE (702) 467-5267 EMAIL fhale@fahale.com

COPY

**EXHIBIT THREE**

1 AWD  
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 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  
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,

BEFORE ARBITRATOR  
FLOYD A. HALE

16 Defendants.

IMPLEMENTATION AWARD

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

19 Counterclaimants,

22 GHOLAMREZA ZANDIAN JAZI,

23 Counterdefendant.

24 WENDOVER PROJECT, LLC,

25 Counterclaimant,

27 GHOLAMREZA ZANDIAN JAZI,

28 Counterdefendant.

JOHN PETER LEE, LTD.  
ATTORNEY 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) 382-4064  
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

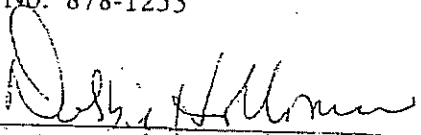
JOHN PETER LEE, LTD.  
ATTORNS AT LAW  
830 LAS VEG. BLVD. SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

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

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**

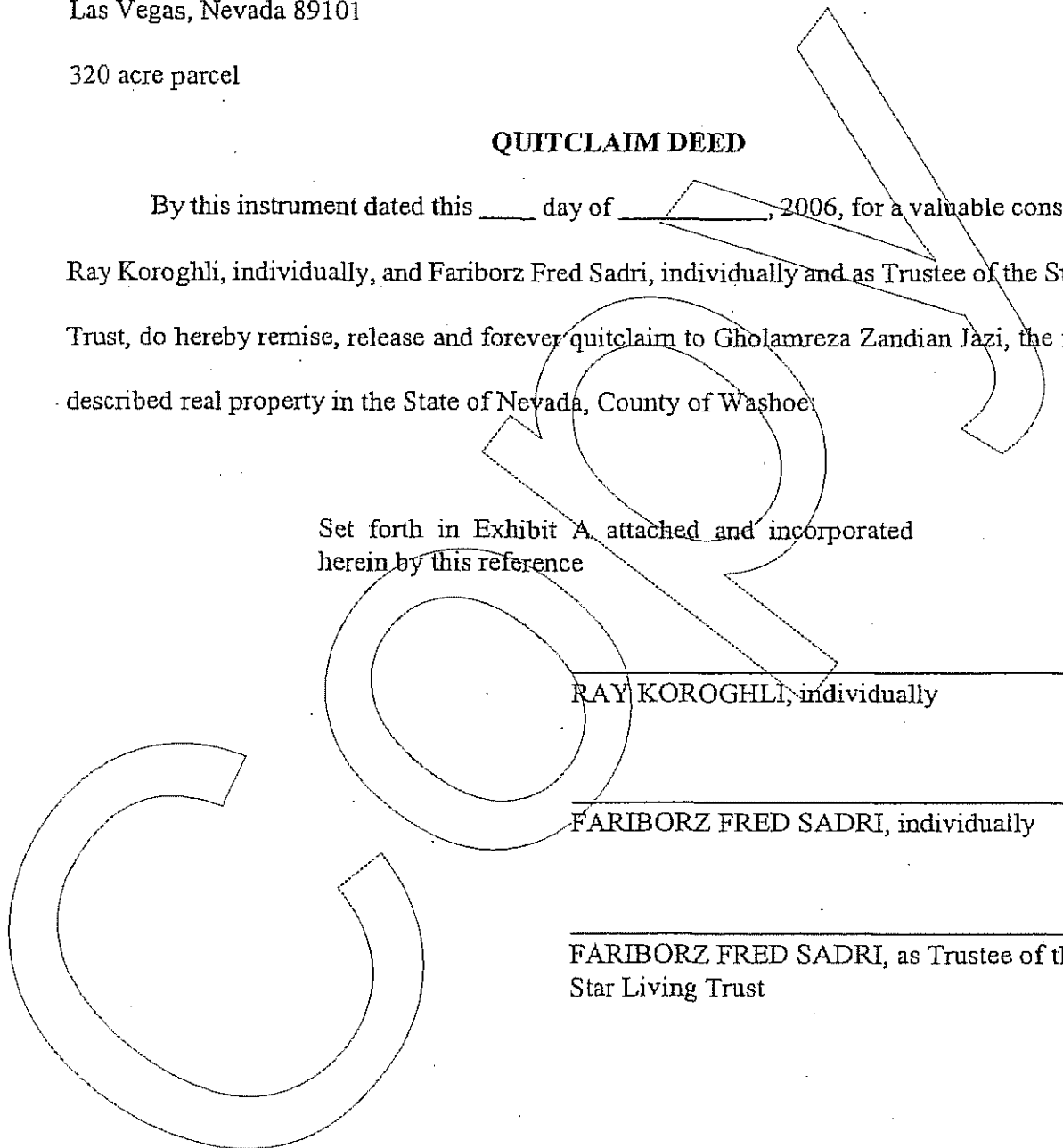
By this instrument dated this \_\_\_\_ day of \_\_\_\_\_, 2006, for a valuable consideration, Ray Koroghli, individually, and Fariborz Fred Sadri, individually and as Trustee of the Star Living Trust, do hereby remise, release and forever quitclaim to Gholamreza Zandian Jazi, the following described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

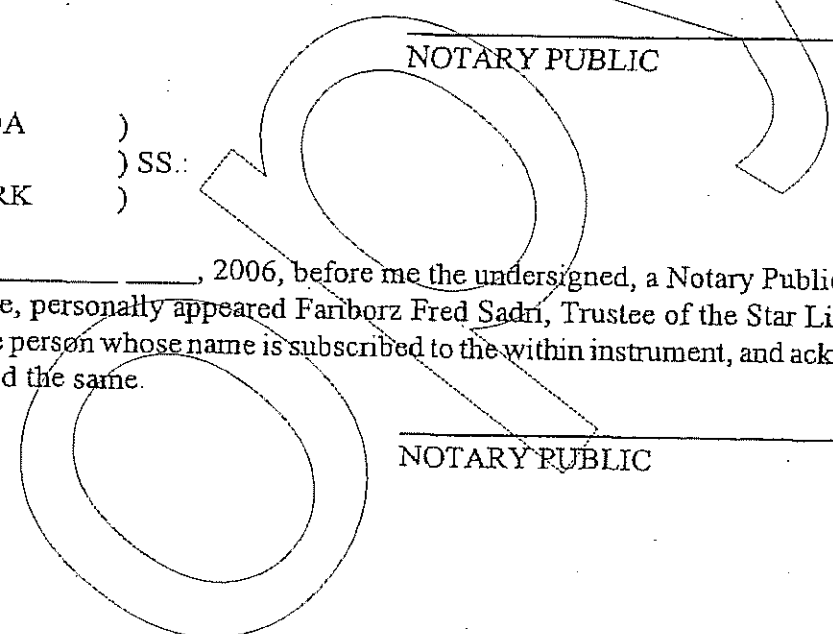
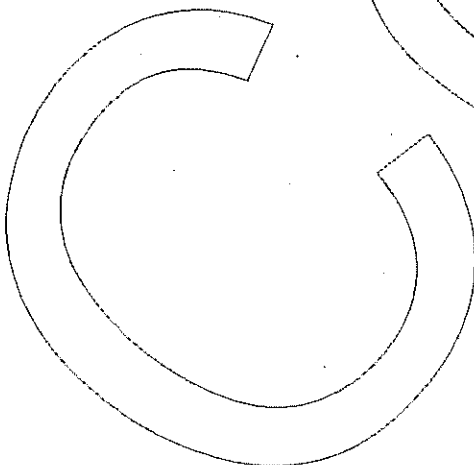
On \_\_\_\_\_, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Fariborz Fred Sadri, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
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	Property Name:	
Card 1 of 1	Parcel Map	Map Warehouse	Bldg Type
Situs	SPANISH SPRINGS RD		Square Feet
Owner 1	BIG SPRING RANCH LLC		Square Feet does not include Bsmt or Garage Conversion area click for details
Mail Address	P O BOX 81624		Finished Bsmt
Owner 2	LAS VEGAS NV 89180-1624		Unfin Bsmt
Owner 3			Bsmt Type
Rec Doc No	02957442	Rec Date	11/21/2003
Prior Owner	GRAHAM, EARL L & JONI		Gar Conv Sq Foot
Prior Doc	02623847	11/30/2001	Total Gar Area
Legal Desc	34-1-1-2		Gar Type
Subdivision	34-1-1-2		Det Garage
Lot Blk		Sub-Map #	Bsmt Gar Door
Record of Survey Map		Parcel Map #	Sub Floor
Section 34	Township 21	Range 21	Frame
Tax Dist	4400	Add'l Tax Info	Units/Bldg
Land Use	012	Zoning	GR
Size	320 AC	Water	NONE
		Sewer	NONE
		Street	NONE
<b>Valuation Information</b>			
2005/2006		2006/2007	
FV		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>Land Information</b>			
Value Year	2007	Reason	Reappraisal
Factor	Dist	586R	Reapp Years
2002-2007			
<b>Sales/Transfer Information/Recorded Document</b>			
V-Code	LUC	Doc Date	Value
15VR	012	11/21/2003	95,000
3NTT	012	11/30/2001	0
3NTT	012	11/30/2001	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	30,421	
Supplemental New Const	0	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.

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S O P R Y

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.



10/18/2006

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	Building Information	
Card 1 of 1	Parcel Map   Map Warehouse	Quality	Property Name:
Situs	SPANISH SPRINGS RD	Stories	Bldg Type
Owner 1	BIG SPRING RANCH LLC	Year Built	0
Mail Address	P O BOX 81624	W.A.Y.	0
	LAS VEGAS NV 89180-1624	Bedrooms	0
Owner 2		Full Baths	0
Owner 3		Half Baths	0
Rec Doc No	02957442	Fixtures	0
Prior Owner	GRAHAM, EARL L & JONI	Fireplaces	0
Prior Doc	02623847	Heat Type	Gar Conv Sq Foot
Legal Desc	34-1-1-2	Sec Heat Type	Total Gar Area
Subdivision	34-1-1-2	Ext Walls	Gar Type
		Sec Ext Walls	Det Garage
		Roof Cover	Bsmt Gar Door
		%Incomplete	Sub Floor
		Obsc/Bldg Adj	Frame
		Construction	Units/Bldg
		Last Activity	Units/Parcel
			Last Permit
			04/08/1996
<b>Land Information</b>			
Land Use	012	Zoning	GR
Size	320 AC	Water	NONE
		Sewer	NONE
		Street	NONE
		Value Year	2007
		Reason	Reappraisal
		Reapp Years	2002-2007
		Factor	Dist 586R
<b>Valuation Information</b>			
		2005/2006	2006/2007
		FV	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
3N7T	012	11/30/2001	0
3N7T	012	11/30/2001	0
1GCR	012	06/03/1997	70,000
		07/07/1997	0
		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	30,421
Supplemental New Const	0	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.

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**Exhibit 3**

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,  
Big Spring Ranch, LLC does 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.

BIG SPRING RANCH, LLC

BY: \_\_\_\_\_  
RAY KOROGHLI

BY: \_\_\_\_\_  
FARIBORZ FRED SADRI

STATE OF NEVADA )  
COUNTY OF CLARK )

) SS.:

On the \_\_\_\_ day of \_\_\_\_\_, 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 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

COPY

Page 1 of 2

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			Bldg Type
Situs SPANISH SPRINGS RD.			Quality
Owner 1 BIG SPRING RANCH LLC			Stories
Mail Address P O BOX 81624			Year Built 0
			W.A.Y. 0
			Bedrooms 0
			Full Baths 0
			Half Baths 0
			Fixtures 0
			Fireplaces 0
			Heat Type
			Sec Heat Type
			Ext Walls
			Sec Ext Walls
			Roof Cover
			%Incomplete 0
			Obso/Bldg Adj 0
			Construction Mod
			Last Activity 04/08/1996
			CEM
			Finished Bsmt 0
			Unfin Bsmt 0
			Bsmt Type
			Gar Conv Sq Foot 0
			Total Gar Area 0
			Gar Type
			Det Garage 0
			Bsmt Gar Door 0
			Sub Floor
			Frame
			Units/Bldg 0
			Units/Parcel 0
			Last Permit
<b>Building Information</b>			
Square Feet does not include Bsmt or Garage Conversion. area click for details			
<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
15VR	012	11/21/2003	95,000
3NTT	012	11/30/2001	0
3NTT	012	11/30/2001	0
		07/07/1997	0
IGCR	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.
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**S O P R Y**

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**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**  
06/06/2003 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. MONTE CRISTO  
LAS VEGAS, NV 89117*

*mail fax statement to above  
25269-0812  
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, pre-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



2988592  
09/06/2003  
2 of 7

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.

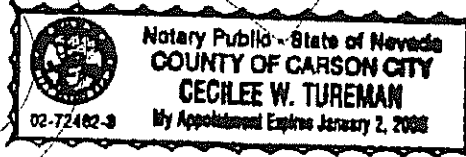
NEVADA LAND AND RESOURCE COMPANY, LLC, A  
DELAWARE LIMITED LIABILITY COMPANY

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.

*Cecile W. Tureman*  
Notary Public



100701





2969582  
88/86/2883  
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 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



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 1/4; South 1/2 of the Northwest 1/4; South 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



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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



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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



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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.

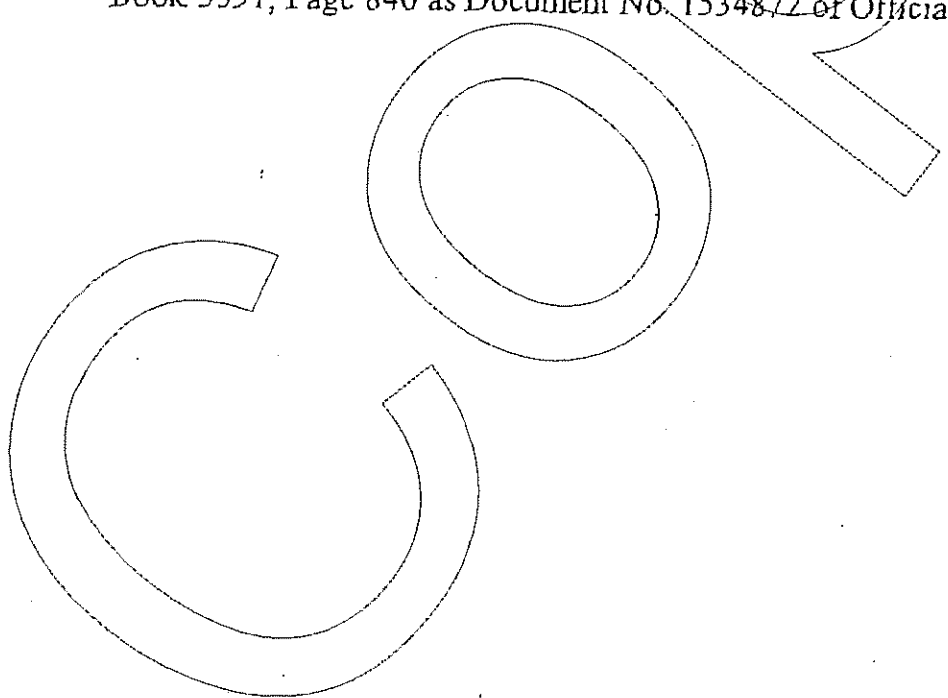
**PARCEL I:**

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 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

06/06/2003 03:48P Fee:48.00

BK1

Requested By  
WESTERN TITLE COMPANY INC  
Washoe County Recorder  
Kathryn L. Burke - Recorder  
Pg 1 of 10 RPTT 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



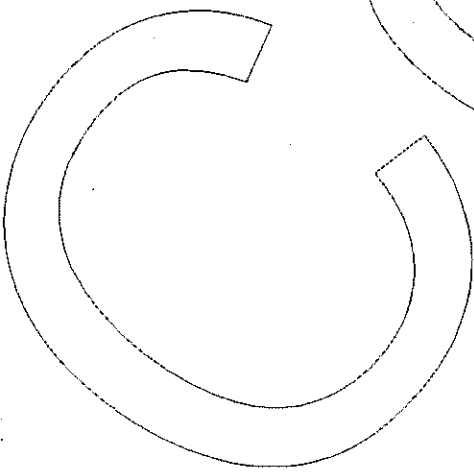


2900594  
88/RE/2003  
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each County Recorder in the State of Nevada on January 30, 1968, in the book and at the page thereof, or under the document or file number, noted below opposite the name of such county, namely: COUNTY

	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	J-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.





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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

COUNTY OF CLARK

} ss

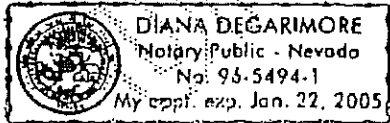
This instrument was acknowledged before me on

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

by REZA ZANDIAN

REZA ZANDIAN

Diana DeGarimore  
Notary Public



COPIES



2988594  
06/06/2007  
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## 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 affecting 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, 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 thereof, Beneficiary may procure such insurance and/or make such repairs, and expend for either of such purposes such SLDM 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 affecting 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 of 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 to so 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 manner 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 a 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 and 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 recording 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**

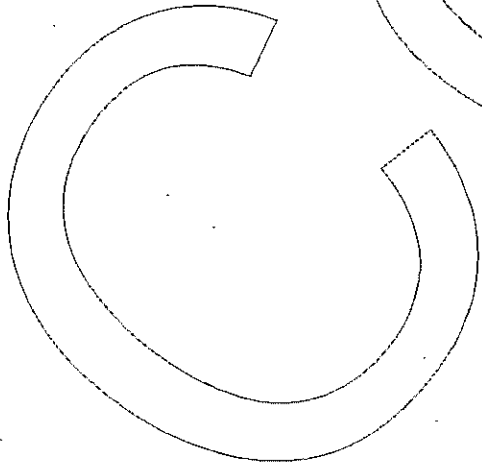
**TO TRUSTEE**

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  $\frac{1}{4}$  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.

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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  $\frac{1}{4}$ ; 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





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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



2900594  
06/06/2003  
9 of 19

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





2390594  
06/06/2007  
18 of 18

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.

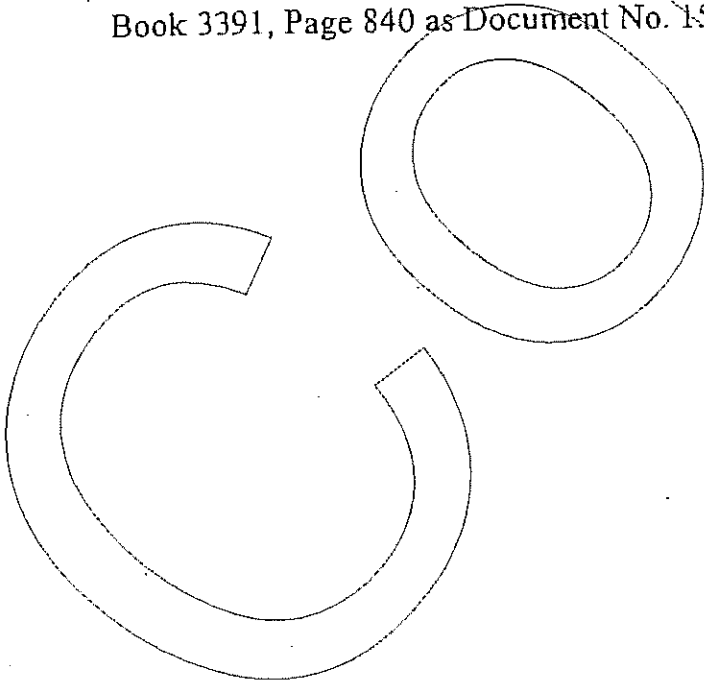
**PARCEL I:**

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.



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 94 92 512362  
FEE FILE #  
REQUEST OF

2003 DEC 30 PM 4: 09

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

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

0301167

A.P.N. Nos.: 010-510-001; 010-520-001; 010-730-001; 010-740-00G; 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,

3 72539

100760

remainder and remainders, rents, issues and profits thereof, including but not limited to any right title and interest in any and all grazing rights or allotments appurtenant thereto.

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

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

Big Springs Land & Resource Company,  
a Nevada limited liability company

By: Vidler Water Company, Inc., a  
Delaware corporation  
Its Manager

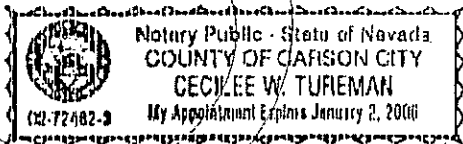
By: *Dorothy A. Timian-Palmer*  
DOROTHY A. TIMIAN-PALMER  
Chief Operating Officer/Director

STATE OF NEVADA )

: ss.

CARSON CITY )

On December 29, 2003, DOROTHY A. TIMIAN-PALMER, personally appeared before me, a notary public, personally known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that she is the Chief Operating Officer and a Director of Vidler Water Company, a Delaware corporation, and who acknowledged to me that she executed the foregoing GRANT, BARGAIN AND SALE DEED on behalf of said corporation.



*Cecilee W. Turman*  
NOTARY PUBLIC

Exhibit "A"  
 Big Mys Ranch Windover Property Legal Descriptions

TWN	RNG	SEC	ALLOTMENT 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	480.00
32N	70E	05	Lots 4, 6, 7, 10, 12, 13, SW/4 NW/4	164.52
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	640.00
33N	69E	36	N/2, N/2 SW/4, SE/4, SE/4 SW/4	480.00
33N	70E	08	Lots 2, 6, 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	166.23
33N	70E	19	All	160.00
33W	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	640.00
33W	70E	20	Lots 8, 9 and S/2 SW/4 SW/4 NE/4	436.64
33W	70E	21	Lot 2	73.04
33W	70E	29	Lots 3, 5, 6, NW/4 NW/4	13.21
33W	70E	29	Lot 2	73.11
33N	70E	30	Lots 2, 3, NE/4, W/2, W/2 SE/4	16.01
33N	70E	31	Lots 2, 4, 5, 8, 10, 11, NW/4, W/2 SW/4	612.50
33N	70E	*	Parts of 9 and 10 (Parcel 2 of recorded parcel map #485646)	172.91
33N	70E	*	Parts of 9 and 10 (Parcel 1 of recorded parcel map #485646)	4.24
33N	70E	*	Parts of 9, 10 and 16 (Parcel 4 of recorded parcel map #485646)	3.07
33N	70E	*		65.31

\* These parcels cover more than one section

6,457.24

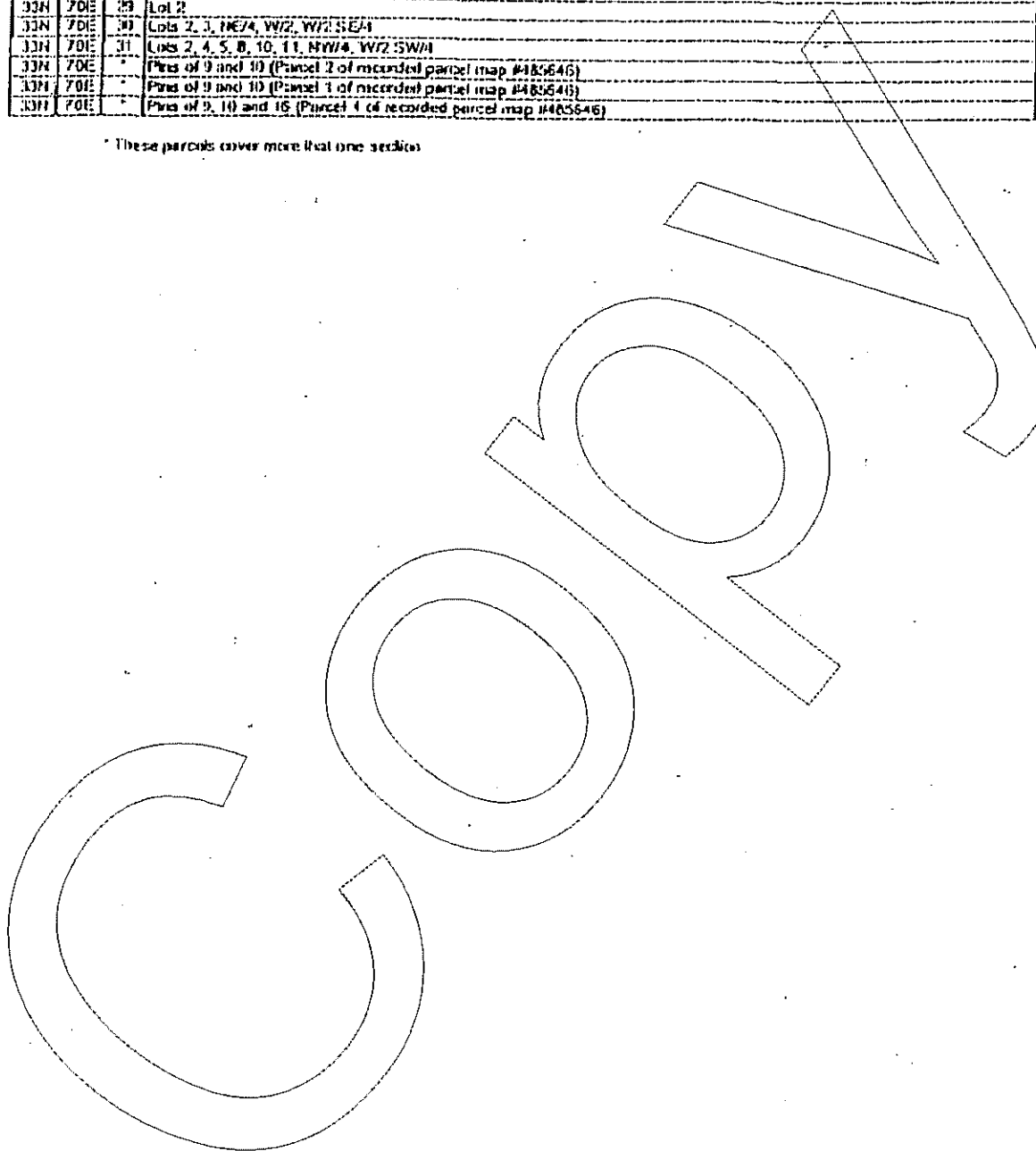
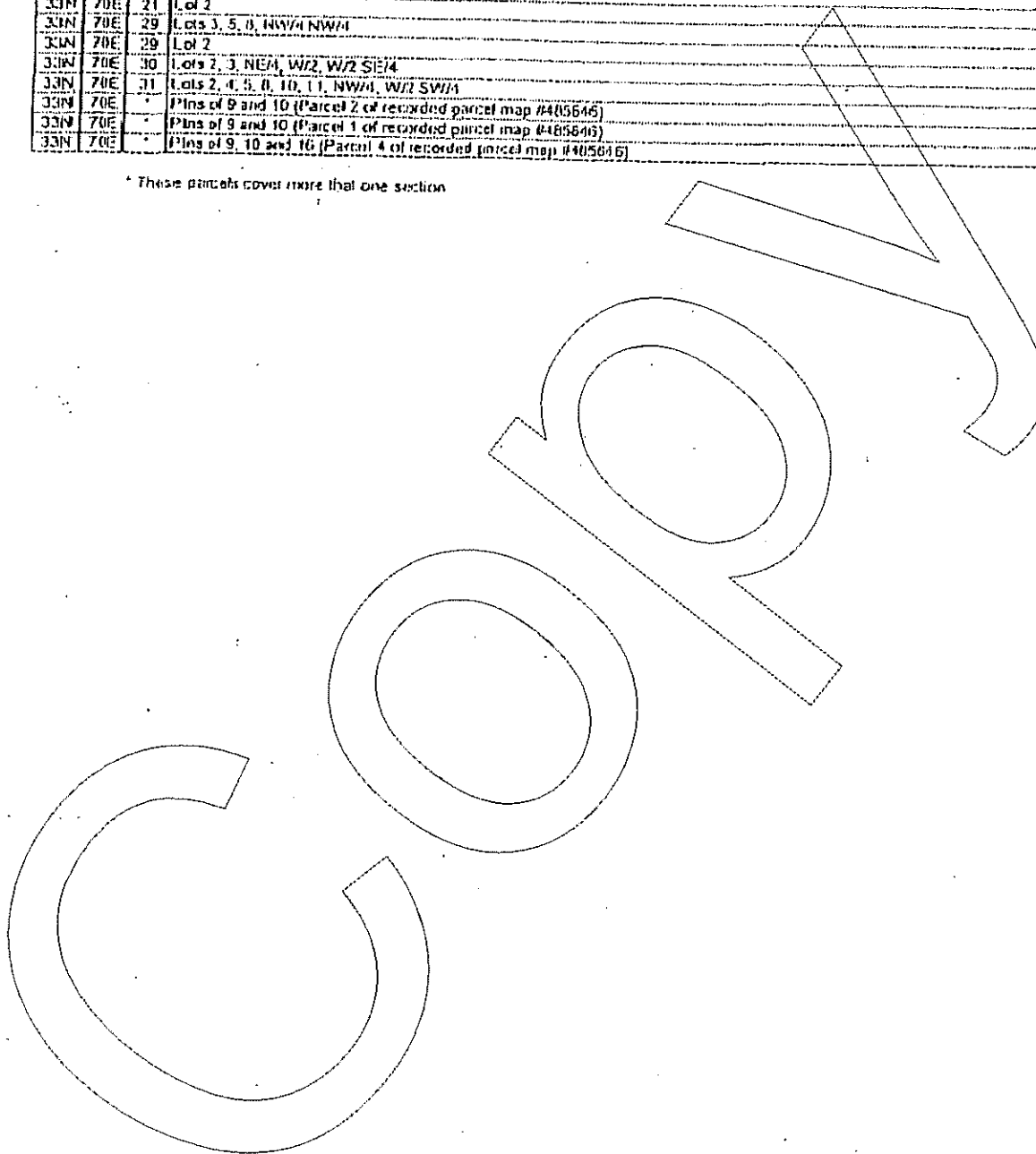


Exhibit "A"  
Big Springs Ranch Wellcover Property Legal Descriptions

TOWN	RNG	SEC	ALLOT/LOT PARTS	ACREAGE
32N	69E	01	Lots 1-3, S/2 N/2, S/2	640.00
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	160.00
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	04	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	46.21
33N	70E	19	All	160.00
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	640.00
33N	70E	20	Lots 8, 9 and S/2 SW/4 SW/4 NE/4	416.67
33N	70E	21	Lot 2	73.01
33N	70E	29	Lots 3, 5, 8, NW/4 NW/4	13.21
33N	70E	29	Lot 2	73.16
33N	70E	30	Lots 2, 3, NE/4, W/2, W/2 SE/4	16.11
33N	70E	31	Lots 2, 4, 5, 8, 10, 11, NW/4, W/2 SW/4	612.56
33N	70E	*	Plns of 9 and 10 (Parcel 2 of recorded parcel map #405646)	372.91
33N	70E	*	Plns of 9 and 10 (Parcel 1 of recorded parcel map #405646)	4.20
33N	70E	*	Plns of 9, 10 and 16 (Parcel 4 of recorded parcel map #405646)	3.87
				155.31

\* These parcels cover more than one section

5,457.24



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.&amp;M.

Section 1: Lots 1, 2 and 3; S1/2NW1/2; S1/2;  
Section 2: S1/2NW1/2; S1/2;

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

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

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

-1-



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-way.

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**



512358  
FEE \$50 FILE # \_\_\_\_\_  
PROPERTY OF \_\_\_\_\_

2003 DEC 30 PM 4:08

Stewart Title Co.  
JERRY D. NICHOLOS  
ELKO COUNTY RECORDER

When recorded, return to:  
JAMES R. CAVILIA, 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 Paribon Sadri, Trustee of 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.

3 72491

100766

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, including but not limited to any right title and interest in any and all grazing rights or allotments appurtenant thereto.

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

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

Big Springs Land & Resource Company,  
a Nevada limited liability company

By: Vidler Water Company, Inc., a  
Delaware corporation  
Its Manager

By: *Dorothy A. Timian-Palmer*  
DOROTHY A. TIMIAN-PALMER  
Chief Operating Officer/Director

STATE OF NEVADA )

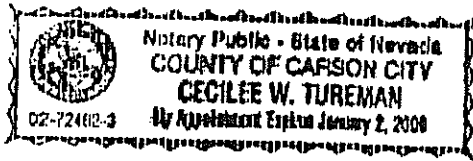
: ss.

CARSON CITY )

On December 29, 2003, DOROTHY A. TIMIAN-PALMER, personally appeared before me, a notary public, personally known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that she is the Chief Operating Officer and a Director of Vidler Water Company, a Delaware corporation, and who acknowledged to me that she executed the foregoing GRANT, BARGAIN AND SALE DEED on behalf of said corporation.

*Cecile W. Tureman*

NOTARY PUBLIC



COPY



EXHIBIT A

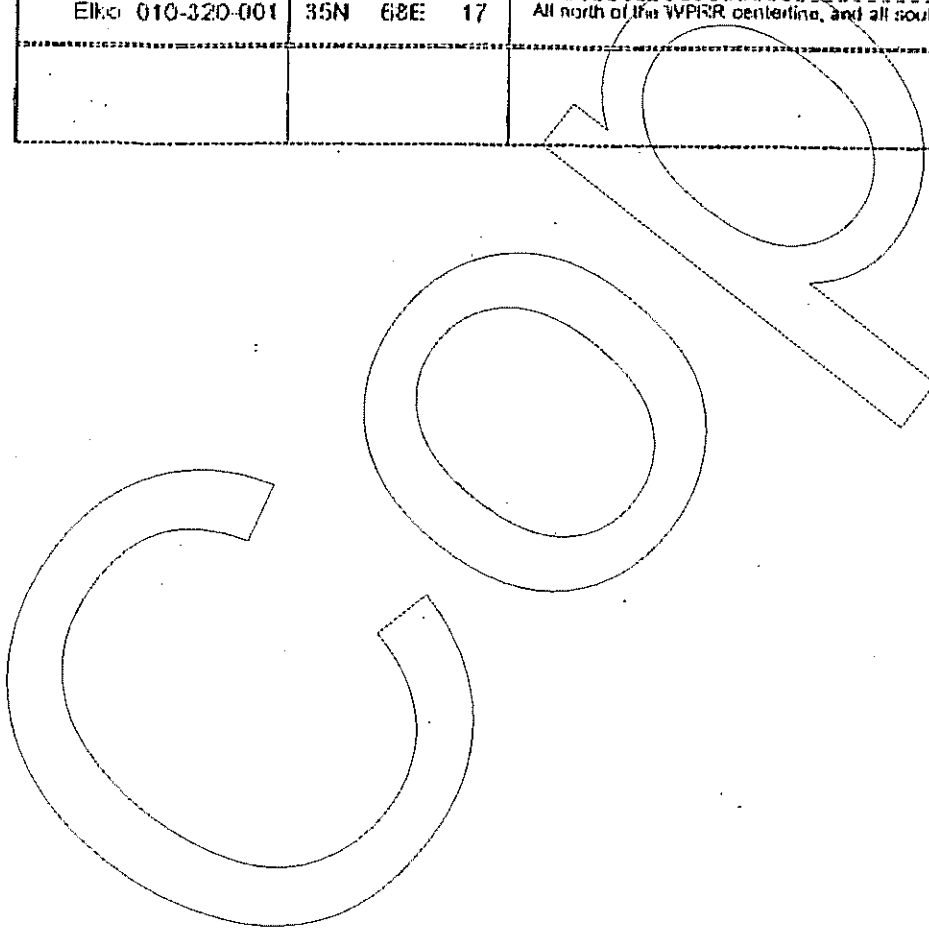
County	APN #	Twp	Rng	Sec	Alliast Parts	Acreage
Elko	009-530-001	34N	66E	1	All except 0.23 Ac conv to WPR Co.	640.37
Elko	009-530-001	34N	66E	11	All	640.00
Elko	010-090-001	34N	67E	5	All	638.08
Elko	010-090-001	34N	67E	7	E/2 and ptn of W/2 east of the Nevada Northern Railroad as now constructed	366.98

COPY

**EXHIBIT "A"**  
Big Springs Ranch Legal Descriptions

County	APN #	Twn	Rng	Sec	Aliquot Parts	Acres
Elko	009-530-001	34N	66E	3	All	643.64
Elko	009-530-001	34N	66E	4		
Elko	009-530-001	34N	66E	5	Lots 3 and 4, S/2 NW/4, SW/4 (W/2)	319.92
Elko	009-530-001	34N	66E	9	All	638.12
Elko	009-530-001	34N	66E	15	All	640.00
Elko	009-540-001	35N	66E	1	All	640.00
Elko	009-540-001	35N	66E	2		
Elko	009-540-001	35N	66E	3	Lots 3 and 4, S/2 NW/4, SW/4 (W/2)	666.40
Elko	009-540-001	35N	66E	9	All	331.44
Elko	009-540-001	35N	66E	9	All	665.12
Elko	009-540-001	35N	66E	10	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		
Elko	009-540-001	35N	66E	15	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		
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		
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 Deament 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 RL 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	Pin 200' south of the CPRR centerline	568.06
Elko	009-570-011	38N	66E	25	Pin 200' south of the CPRR 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	Part of the E/2 W/2 west of the NWR 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 pt 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 RAW	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 RAW	458.20
Elko	010-120-001	37N	67E	11	Ptn 200' south of the CPRR centerline less 11.07 Ac to SR-30 RAW	611.42
Elko	010-120-001	37N	67E	17	All less 16.33 Ac to SR-30 RAW	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 45.31 to I-80 RAW	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 RAW	521.93
<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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3 72497

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. 125-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

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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

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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, N.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

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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 41, 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;

Continued on next page

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.

~~COPY~~

512358

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100779

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

512358  
FEE 17  
FILED  
REQUESTED

2003 DEC 30 PM 4:08

Stewart Title Co.  
JERRY G. SCHMIDT  
CLERK OF RECORD

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

03 01 27 89

GRANT, BARGAIN, AND SALE DEED

THIS INDENTURE, made this 31<sup>st</sup> day of January, 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 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,

remainder and remainders, rents, issues and profits thereof, including but not limited to any right title and interest in any and all grazing rights or allotments appurtenant thereto.

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

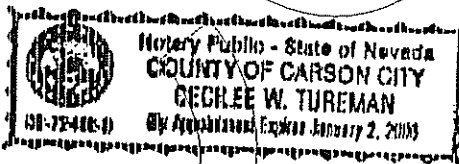
IN WITNESS WHEREOF, the Grantor has executed this conveyance the day and year first above written.

Nevada Land and Resource Company, LLC  
a Delaware limited liability company

By: *Dorothy A. Timian-Palmer*  
DOROTHY A. TIMIAN-PALMER  
Chief Operating Officer/Director

STATE OF NEVADA )  
  ) SS.  
CARSON CITY                    )

On December 29, 2003, DOROTHY A. TIMIAN-PALMER, personally appeared before me, a notary public, personally known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that she is the Chief Operating Officer and a Director of Nevada Land and Resource Company, a Delaware limited liability company, and who acknowledged to me that she executed the foregoing GRANT, BARGAIN AND SALE DEED on behalf of said corporation.



*Cecile W. Tureman*  
NOTARY PUBLIC

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 pt of W/2 east of the Nevada Northern Railroad as now constructed	366.98

COPY

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 NW/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 126, Deed Records, Elko County, Nevada.

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

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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**

JOHN PETER LEE, L.L.D.  
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 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

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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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  
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.

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

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 LAS VEGAS, NEVADA 89101  
 Telephone (702) 382-4044  
 Telecopier (702) 383-9950

23  
 24  
 25  
 26  
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 28



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LAS VEGAS, NEVADA 89101  
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1 RELS  
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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,  
11 v.

CASE NO.: A511131  
DEPT. NO.: XIII

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.

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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 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  
9 Washoe County Recorder as Document Number 3301912 on November 3, 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

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1 RELS  
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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,  
16

RELEASE OF LIS PENDENS

17 Defendants.

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

20 Counterclaimants,

DATE: N/A  
TIME: N/A

21 v.

22 GHOLAMREZ ZANDIAN JAZI,  
23

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 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

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 25  
 26  
 27  
 28

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  
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Carson City, Nevada 89701-4201  
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**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**

**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 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

**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,

**RECEIPT**

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 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

**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**

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**EXHIBIT FOUR**

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

RECEIVED  
 MAR 02 2007

JOHN PETER LEE, LTD.

DISTRICT COURT  
 CLARK COUNTY, NEVADA

10 GHOLAMREZA ZANDIAN JAZI, ) Case No. A511131  
 ) Dept. No. XII  
 11 Plaintiff, )

12 vs. )

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

19 Defendants. )  
 20 )

21 ARBITRATOR REPORT AND RECOMMENDATION TO  
 22 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

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

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

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

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

FLOYD A HALE  
SPECI  
STER

2300 W. SARA, SUITE 900  
LAS VEGAS, NEVADA 89102

PHONE (702) 457-5267 EMAIL fhaale@floydahale.com

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

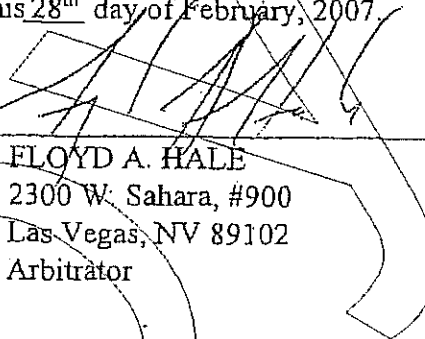
FLOYD A. HALE  
SPECIAL INTER  
2300 W. SAHARA, SUITE 900  
LAS VEGAS, NEVADA 89102  
PHONE (702) 457-5257 EMAIL fhaile@floydahale.com



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.

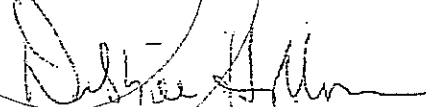
11  
12 By:   
13 FLOYD A. HALE  
14 2300 W. Sahara, #900  
15 Las Vegas, NV 89102  
16 Arbitrator

17 CERTIFICATE OF FACSIMILE AND MAIL

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

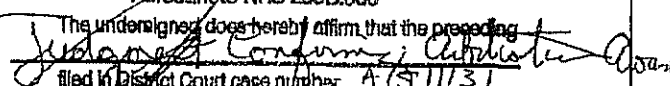
20 John Peter Lee, Esq.  
21 830 Las Vegas Boulevard South  
22 Las Vegas, NV 89101  
23 Attorneys for Plaintiffs  
24 Fax No. 383-9950

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

30 By:   
31 Employee of Jams

**AFFIRMATION**

Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding  
 confirms, certifies and  
filed in District Court case number 4:0711131  
DOES NOT contain the social security number of any person.

Date 6/8/07

FLOYD A. HALE

SPECIAL INTER

2300 W. SAHARA, #900, SUITE 900

LAS VEGAS, NEVADA 89102

PHONE (702) 457-5267 EMAIL fhaale@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

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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.

Signature

June 19, 2007

Date

JOHN PETER LEE, ESQ., 001768

Printed Name



The Supreme Court  
of Nevada

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For official records, please contact the Clerk of the Supreme Court of Nevada at (775) 684-1600.

**Case Information: 49924**

<b>Short Caption:</b>	JAZI VS. KOROGHLI	<b>Classification:</b>	Civil Appeal - General - Other
<b>Lower Court Case(s):</b>	Clark Co. - Eighth Judicial District - A511131	<b>Case Status:</b>	Disposition Filed/Case Closed
<b>Disqualifications:</b>		<b>Panel Assigned:</b>	Panel
<b>Replacement:</b>			
<b>To SP/Judge:</b>	08/13/2007 / Saint-Aubin, Robert	<b>SP Status:</b>	Completed
<b>Oral Argument:</b>		<b>Oral Argument Location:</b>	
<b>Submission Date:</b>		<b>How Submitted:</b>	

**+ Party Information**

Docket Entries					
Date	Type	Description	Pending?	Document	
08/01/2007	Filing Fee	Filing Fee due.			
08/01/2007	Notice of Appeal Documents	Filed Certified Copy of Notice of Appeal/Settlement. Notice Re Settlement Conference Program and Suspension of Rules mailed to all counsel. (The requesting of transcripts and briefing are stayed pursuant to NRAP 16(a)(1). Docketing Statement Form mailed to counsel for appellant(s).)		07-16942	
08/01/2007	Notice/Outgoing	Issued Notice to Pay Supreme Court Filing Fee. Due Date: 10 days		07-16944	
08/06/2007	Motion	Filed Motion to Dismiss Appeal. Appellant.		07-17189	
08/06/2007	Filing Fee	Received Filing Fee Paid on Filing. \$250.00 from Steven L. Day - check no. 2863.			
08/10/2007	Docketing Statement	Filed Docketing Statement.		07-17673	
08/13/2007	Settlement Notice	Issued Notice: Assignment to Settlement Program. Settlement Judge: Robert F. Saint-Aubin.		07-17737	
08/14/2007	Filing Fee	Received Filing Fee Paid on Filing. \$250.00 from John Peter Lee-check no. 36443.			
08/14/2007	Notice of Appeal Documents	Filed Certified Copy of Notice of Cross-Appeal. (Docketing statement mailed to counsel for cross-respondent.)		07-17895	
08/14/2007	Notice/Outgoing	Issued Notice. Parties are advised to notify this court immediately if a change of designation of parties is desired.		07-17896	
08/14/2007	Motion	Filed Response to Motion.		07-17899	
08/17/2007	Docketing Statement	Filed Response to Docketing Statement. Appellant/Cross-Respondent.		07-18227	
08/17/2007	Notice/Outgoing	Issued Notice to Provide Proof of Service on Settlement Judge. (Appellant/Cross-Respondent's)		07-18228	



		Response to Appellant's Docketing Statement.	
08/20/2007	Motion	Filed Motion. Motion for Leave to File a Reply in Support of Motion to Dismiss.	07-18301
08/21/2007	Notice of Appeal Documents	Filed Certified Copy of Notice of Appeal/Amended/Supplemental.	07-18407
08/22/2007	Notice/Incoming	Filed Proof of Service. Certificate of Mailing for Response to Appellant's Docketing Statement served upon Settlement Judge.	07-18619
08/23/2007	Notice/Incoming	Filed Proof of Service. Motion for Leave to File Reply.	07-18680
08/23/2007	Notice of Appeal Documents	Filed Certified Copy of Notice of Appeal/Amended/Supplemental.	07-18707
08/27/2007	Docketing Statement	Filed Docketing Statement. (Appellant/Cross-Respondent)	07-18874
09/10/2007	Settlement Program Report	Filed ECAR/Appropriate for Settlement Program. This case is appropriate for mediation and a settlement conference will be scheduled.	07-19872
09/24/2007	Letter/Incoming	Filed Letter. from attorney John Peter Lee, Esq. stating that the settlement conference was unsuccessful and would like the Respondent's Motion to Dismiss be considered.	07-21036
10/09/2007	Settlement Program Report	Filed Final Report/No Settlement. The parties were unable to agree to a settlement of this matter.	07-22280
11/08/2007	Motion	Filed Motion. Request for Withdrawal of Motion to Dismiss Appeal.	07-24401
12/03/2007	Settlement Program Report	Filed Interim Settlement Program Report. The parties have advised that a settlement is imminent and asked Settlement Judge to reenter.	07-26020
12/20/2007	Motion	Filed Motion. (Appellant/Cross-Respondent). Motion for Consideration of Motion to Dismiss Appeal.	07-27571
01/02/2008	Motion	Filed Response to Motion. (Respondent/Cross-Appellant). Appellant's Response to Respondent's Motion for Consideration of Motion to Dismiss Appeal.	08-00141
01/07/2008	Other	Returned Unfiled Document. Returned, with letter (pursuant to NRAP 27(a)), the original and two copies of the document entitled, "Reply to Appellants' Response to Motion for Consideration of Motion to Dismiss Appeal."	
01/15/2008	Settlement Program Report	Filed Final Report/No Settlement. The parties were unable to agree to a settlement of this matter.	08-01039
03/04/2008	Order/Procedural	Filed Order. Re: Conclusion of Settlement Conference Proceedings and Motion to Dismiss. Appellant has filed a Motion for Consideration of Motion to Dismiss Appeal. We grant the motion and we will consider the motion to dismiss, respondents' response to that motion and appellant's reply. Settlement proceedings are concluded and this appeal may proceed. Briefing shall remain stayed. Fn1 [We grant appellant's motion to file a reply. Accordingly, the clerk shall file the proposed reply submitted along with that motion.]	08-05443
03/04/2008	Motion	Filed Reply to Response. to Dismiss Appeal. FILED PER ORDER OF 3/4/08.	07-18302
05/09/2008	Order/Procedural	Filed Order. Denying Motion to Dismiss and Order to Show Cause. We deny appellant's motion to dismiss the cross-appeal. Appellant's response due: 30 days. Respondents may file any reply within ten days from the date that appellant's response is served. fn[6We deny the November 8, 2007 request for	08-11577



		withdrawal of the motion to dismiss as moot.]	
05/27/2008	Motion	Filed Response to Order to Show Cause. Appellant's Response to the Supreme Court's Order to Show Cause and Appellant's Motion for a Voluntary Dismissal of Appellant's Cross-Appeal Pursuant to NRAP Rule 42(b).	08-13200
05/27/2008	Motion	Filed Motion. Appellant's Petition for Rehearing Pursuant to NRAP Rule 40(c) (2) (ii). "Motion for reconsideration of the Order Denying Motion to Dismiss" 5/9/08.	08-13204
07/28/2008	Motion	Filed Stipulation/Dismiss Appeal.	08-19351
08/19/2008	Order/Dispositional	Filed Stipulated Dismissal. "... this appeal is dismissed. The cross-appeal is dismissed." Fn1 [Appellant's Petition for Rehearing is denied as moot.] NRAP 42(b). CLK- NNP-AH	08-21366
08/19/2008	Case Status Update	Case Closed. No remittitur issued.	



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Fee: \$35.00 RPTT: \$0.00

N/C Fee: \$25.00

07/20/2009 14:05:57

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Requestor:

FIRST AMERICAN TITLE HOWARD

Debbie Conway SUO

Clark County Recorder Pgs: 22

**RECORDING REQUESTED BY**

First American Title Insurance Company  
National Commercial Services

**AND WHEN RECORDED MAIL DOCUMENT  
AND TAX STATEMENT TO:**

Ray Koroghli  
2711 W. Windmill Lane  
Las Vegas, NV 89123

Space Above This Line for Recorder's Use Only

A.P.N.: 191-01-222-005

File No.:402907-HHLV

Document Title

Stipulation for Final Resolution of Litigation

SEPARATE PAGE PURSUANT TO GOVT CODE 27361.6

**RECORDING REQUESTED BY**  
First American Title Insurance Company  
National Commercial Services

**AND WHEN RECORDED MAIL DOCUMENT  
AND TAX STATEMENT TO:**  
Ray Koroghli  
2711 W. Windmill Lane  
Las Vegas, NV 89123

<b>Recorded Electronically</b>	
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County _____	_____
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File No.: 402907-HHLV

Document Title

Stipulation for Final Resolution of Litigation

SEPARATE PAGE PURSUANT TO GOVT CODE 27361.6

ORIGINAL

602

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

*CR*  
 CLERK OF THE COURT  
 JUL 14 4 11 PM '08  
 FILED

DISTRICT COURT  
 CLARK COUNTY, NEVADA

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  
 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,

STIPULATION FOR FINAL  
 RESOLUTION OF  
 LITIGATION

16 Defendants.

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

20 Counterclaimants,

DATE:  
 TIME:

21 v.

22 GHOLAMREZA ZANDIAN JAZI,

23 Counterdefendant.

24 WENDOVER PROJECT, LLC,

25 Counterclaimant,

26 v.

27 GHOLAMREZA ZANDIAN JAZI,

28 Counterdefendant.

RECEIVED  
 JUL 14 2008  
 CLERK OF THE 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 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

JOHN PETER LEE, LTD.

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

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

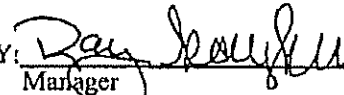
**JOHN PETER LEE, LTD.**

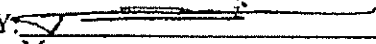
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830 LAS VEGAS BOULEVARD SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

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WENDOVER PROJECT, LLC

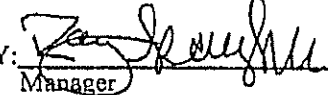
BY:   
Manager

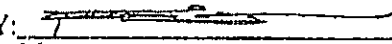
BY:   
Manager

BY:   
Manager

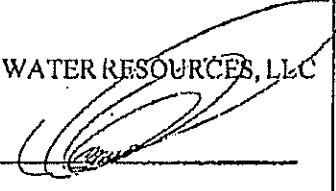
BIG SPRING RANCH, LLC

BY:   
Manager

BY:   
Manager

BY:   
Manager

NEVADA LAND AND WATER RESOURCES, LLC

BY:   
Manager

BY:   
Manager

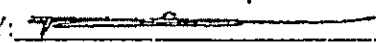
BY:   
Manager

EXHIBIT 1

762

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

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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

RK.

(S)

AK  
AK

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p.1

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**

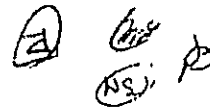
2.1.1 The Wendover Operating Agreement dated December 26, 2003 and signed on December 28, 2003, shall remain in full force and effect except as set forth in this Settlement Agreement and Mutual Release;

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 



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.

RK.

Ⓢ

*[Handwritten signatures]*  
A



Jun 22 08 09:06a

n i l u

858-625-2460


P. 3

**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

R.K. 







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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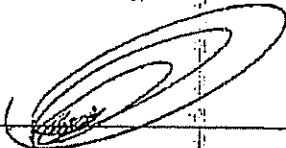

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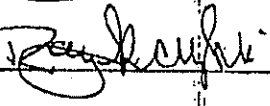

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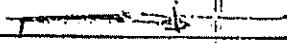

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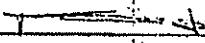
Agreement, and each individual executing this Settlement Agreement on behalf of any entity or person specifically warrants that he or she has the authority to sign this Settlement Agreement; If any term of this Agreement or the application of any term of this Agreement is held by a court of competent 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.

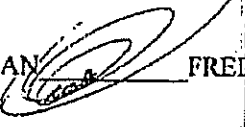
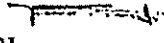
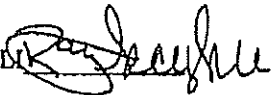
REZA ZANDIAN  WIFE 

RAY KOROGHLI  WIFE 

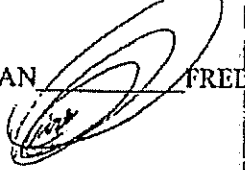


FRED SADRI  WIFE 

STAR LIVING TRUST  "TRUSTEE"

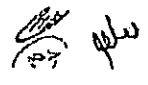
WENDOVER PROJECT LLC BY ITS MANAGING MEMBERS:

REZA ZANDIAN  FRED SADRI  RAY KOROGHLI 

BIG SPRING RANCH LLC BY ITS MANAGING MEMBERS:

REZA ZANDIAN  FRED SADRI  RAY KOROGHLI 

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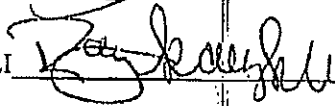
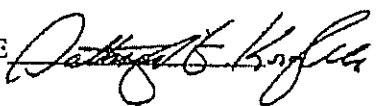


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REZA ZANDIAN  WIFE \_\_\_\_\_

RAY KOROGHLI  WIFE 

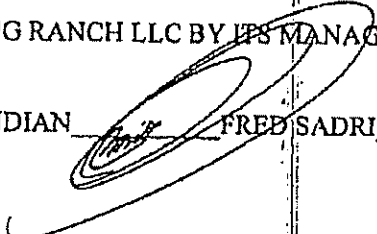
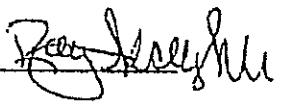
FRED SADRI \_\_\_\_\_ WIFE \_\_\_\_\_

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 

R. K

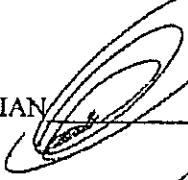




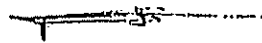
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NEVADA LAND & WATER RIGHTS LLC BY ITS MANAGING MEMBERS:

REZA ZANDIAN



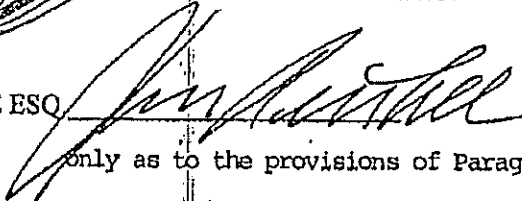
FRED SADRI



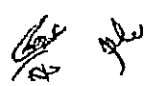
RAY KOROGHLI



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:

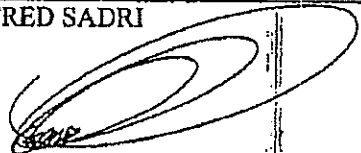
To: Mr. Fred Sadri & Star Living Trust  
2827 South Monte Cristo Way  
Las Vegas, NV 89117

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

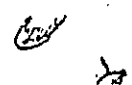
REZA ZANDIAN

Date

  
RAY KOROGHLI

Date

6-19-08



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NOTICES

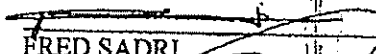
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San Diego, CA 92122

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



2009 JUL 20 AM 9:24

*E. J. [Signature]*  
CLERK OF COURT