

Exhibit 1

Exhibit 1

Exhibit 1

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

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

RPTT \$1,500.00 130277-TX

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

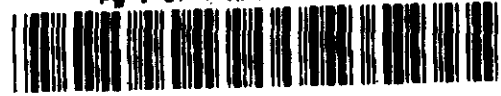
Star Living Trust
950 Seven Hills Drive, Ste 1026
Henderson, NV 89052

2827 S. MONTE CRISTO
LAS VEGAS, NV 89117

Mail per statement to above

25269-DAR

00130277 GRANT, BARGAIN AND SALE DEED



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

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

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

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

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

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

100700



EXHIBIT " A "

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

PARCEL A:

A.P.N. 079-150-09

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

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

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

PARCEL B:

A.P.N. 079-150-10

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

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

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



2988592
88/86/2893
4 of 7

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

PARCEL C:

A.P.N. 079-150-13

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

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

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

PARCEL D:

A.P.N. 084-040-02

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

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

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



2988592
08/06/2003
5 of 7

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

PARCEL E:

A.P.N. 084-040-04

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

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

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

PARCEL F:

A.P.N. 084-040-06

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

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

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



2900592
08/06/2003
6 of 7

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

PARCEL G:

A.P.N. 084-040-10

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

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

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

PARCEL H:

A.P.N. 084-130-07

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

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

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



2988592
08/06/2003
2 of 7

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

PARCEL I:

A.P.N. 084-140-17

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

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

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

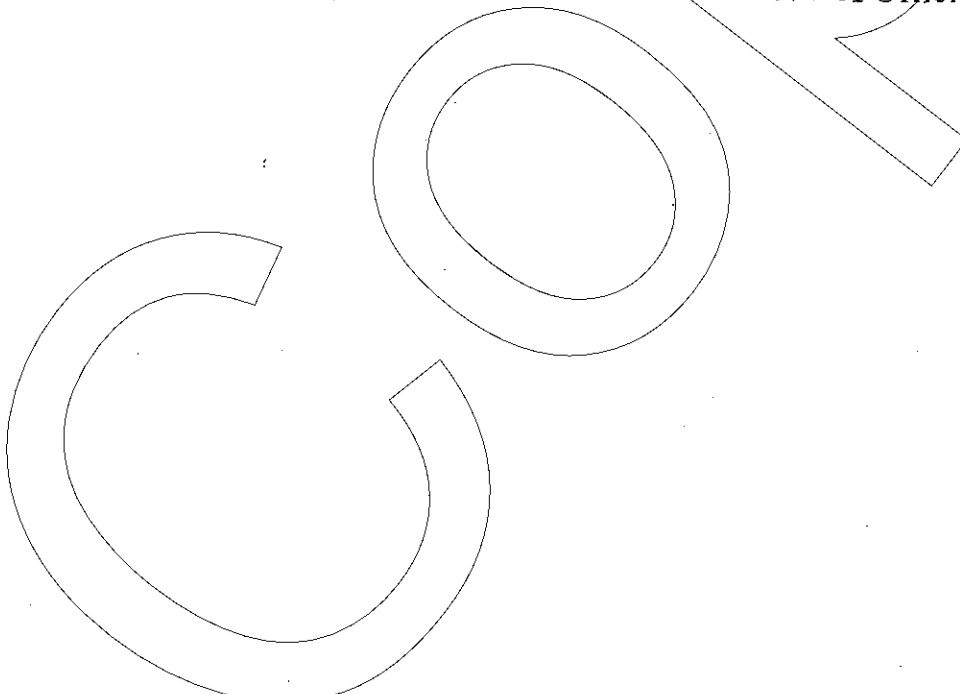


Exhibit 2

Exhibit 2

Exhibit 2

APN: 079-150-09,10,13 084-040-02,04,06,10 084-130-07
RPTT #3 **084-130-07**

DOC # 2900593
08/06/2003 03:46P Fee:19.00

BK1
Requested By
WESTERN TITLE COMPANY INC
Washoe County Recorder
Kathryn L. Burke - Recorder
Pg 1 of 8 RPTT 8.00



| | |
|------------|--|
| | WHEN RECORDED MAIL TO: |
| Name | REZA ZANDIAN C/O |
| Street | 2827 S. MONTE CRISTO WAY |
| City,State | LAS VEGAS, NV 89117-2952 |
| Zip | |
| | MAIL TAX STATEMENTS TO: |
| Name | STAR LIVING TRUST DATED APRIL 14, 1997 |
| Street | 2827 S. MONTE CRISTO WAY |
| City,State | LAS VEGAS, NV 89117-2952 |
| Zip | |
| Order No. | 00025269-501- DBR 00130277 |

(SPACE ABOVE THIS LINE FOR RECORDERS USE)

GRANT, BARGAIN AND SALE DEED

THIS INDENTURE WITNESSETH: That NILOO FAR FOUGHANI, a married woman, in consideration of \$10.00, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey to REZA ZANDIAN, a married man as his sole and separate property all that real property situated in the City of N/A, County of Washoe, State of Nevada described as follows:

SEE LEGAL ATTACHED HERETO AND MADE A PART HEREOF

TOGETHER with all and singular the tenements, hereditaments and appurtenances, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

Grantor and Grantee are wife and husband. It is the intention of Grantor that Grantee shall henceforth have and hold said real property as his sole and separate property. By this conveyance, Grantor releases any community interest that she might now have or be presumed to hereafter acquire in the above described property.

Dated: July 31, 2003

STATE OF NEVADA

COUNTY OF CLARK

} ss

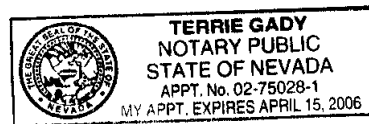
NILOO FAR FOUGHANI

This instrument was acknowledged before me on

AUGUST 5, 2003

by NILOO FAR FOUGHANI

Terrie Gady
Notary Public



2900593
08/06/2003
2 of 6**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.

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2900593
08/06/2003
3 of 6

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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.

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PARCEL D:

A.P.N. 084-040-02

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

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2900593
08/06/2003
4 of 6

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PARCEL E:

A.P.N. 084-040-04

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

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PARCEL F:

A.P.N. 084-040-06

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

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2900593
08/06/2003
5 of 6

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.

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2900593
08/06/2003
6 of 6

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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.

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Exhibit 3

Exhibit 3

Exhibit 3

ORIGINAL

FILED

OCT 5 3 42 PM '05

Shirley R. Williams
CLERK

1 COMP
2 JOHN PETER LEE, LTD.
3 JOHN PETER LEE, ESQ.
4 Nevada Bar No. 001768
5 830 Las Vegas Boulevard South
6 Las Vegas, Nevada 89101
7 (702) 382-4044 Fax: (702) 383-9950
8 Attorneys for Plaintiff

ALB

DISTRICT COURT

CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDIAN JAZI,

10 Plaintiff,

11 v.

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

20 Defendants.

CASE NO.: A 51131
DEPT. NO.: J11

EXEMPTION FROM
ARBITRATION
(ACTION IN EQUITY SEEKING
INJUNCTIVE RELIEF)

DATE: N/A
TIME: N/A

1334.022860-JLR

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

COMPLAINT

21 COMES NOW the Plaintiff, Gholamreza Zandian Jazi ("Zandian") by and through his
22 counsel, John Peter Lee, Ltd. and as and for a cause of action against the Defendants, and each of
23 them, alleges as follows:

- 24 1. Zandian is a resident of the State of California.
- 25 2. Defendant Ray Koroghli ("Koroghli") is a resident of the State of Nevada.
- 26 3. Defendant Fariborz Fred Sadri ("Sadri") is a resident of the State of Nevada and is
also the Trustee of the Star Living Trust.

27 4. Wendover Project, LLC, Big Spring Ranch, LLC and Nevada Land and Water
28 Resources, LLC are named as Defendants in these proceedings so that total and complete relief can
be given to Zandian.

COUNTY CLERK
OCT 05 2005
RECEIVED

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 5. Zandian and the individual Defendants entered into a Joint Venture Agreement within
2 the past three years which created a fiduciary relationship between them, and which provided that
3 Zandian would look for and find unimproved Nevada real estate and negotiate a price below market
4 value. Zandian and the individual Defendants agreed to form Nevada Limited Liability Companies
5 to buy the land with the agreement that all would contribute either time, money, effort or knowledge
6 in that acquisition and that each of them would be a Managing Member and all would share in the
7 management decisions and in the acquisition, development, sale and division of profits from the sale
8 of those properties.

9 6. Zandian complied with the oral and written agreements and found three (3) parcels
10 of unimproved real property in the State of Nevada ranging from 320 to 35,000 acres for each parcel,
11 and negotiated a below market purchase price from \$95,000 to \$12 million for each parcel. He
12 additionally caused transfer of the unimproved real property into three (3) separate entities here
13 named as Defendants, and he likewise did all of the other acts required of him in conformity with
14 the agreements referred to above. The legal descriptions of the properties are attached hereto as
15 composite Exhibit "A."

16 7. Zandian received an interest in each of the entities, and became a Member and a Co-
17 Manager with the individual Defendants in each of those entities.

18 8. Each of the individual Defendants breached the oral and written agreements,
19 including the Operating Agreement for each entity, and likewise breached the implied covenant of
20 good faith and fair dealing and violated his fiduciary duties as co-partner and joint venturer with
21 Zandian and as Manager and Member of each entity and then proceeded to slander and defame
22 Zandian with accusations of acts constituting felonious conduct against the laws of the United States.

23 9. The individual Defendants acting together, and in consort, wrongfully, secretly and
24 with intent to cause harm to Zandian and in conscious disregard of his rights and converted to
25 themselves his rights and benefits in the entities and further intimidated him by their defamatory
26 statements, which was designed to discourage him from pursuing his rights described in this
27 Complaint, and specifically the Defendants did the following acts:

28

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

1 (a) The individual Defendants redrafted the Operating Agreements of the entities
2 without Zandian’s knowledge and consent and thereby eliminated provisions which thereby reduced
3 and diminished his rights to co-manage the entities.

4 (b) The individual Defendants sold land in Wendover, Nevada held by Wendover
5 Project, LLC for a sum in excess of \$5 million without Zandian’s prior knowledge, authority or
6 consent being sought or obtained from Zandian in violation of their oral and written agreements.
7 Additionally, the individual Defendants disposed of the sale proceeds, but failed to divide the profits
8 with Zandian or pay him a commission of approximately \$100,000 due him by agreement.

9 (c) . The individual Defendants published defamatory statements about Zandian
10 falsely accusing him of engaging in acts constituting felonies and further enlisting their attorney
11 Craig K. Perry, Esq. to disseminate those statements, none of which are privileged and which was
12 accomplished pursuant to a letter marked as Exhibit “B” and attached hereto. The statements made
13 as described were additionally circulated to friends, relatives and business associates and thereby
14 caused Zandian harm and embarrassment.

15 (d) The individual Defendants refused to allow or permit Zandian and his counsel
16 access to the books and records which they had in the entities despite written demand conveyed to
17 them by virtue of Exhibit “C” attached to this Complaint.

18 (e) The individual Defendants commenced a non-judicial foreclosure of
19 Zandian’s real property to satisfy a debt which the individual Defendants agreed was not due.

20 10. Zandian’s remedy at law is inadequate to compensate him for the damages which will
21 result from the improper foreclosure of his real property interest, and Zandian is entitled to an
22 injunction to prevent the sale and to further prevent further defamatory statements which have been
23 made and are ongoing and which would otherwise require a multiplicity of suits to compensate him.

24 11. Zandian suffers and will continue to suffer monetary loss in amount in excess of
25 \$10,000 and also is entitled to punitive damages because of the actions of the individual Defendants
26 which were done intentionally with conscious disregard of his rights and benefits.

27 12. Pursuant to NRS 32.010 Zandian is likewise entitled to the appointment of a Receiver
28 for each of the Defendant entities which is necessary to prevent the individual Defendants from

1 mismanaging the affairs of the entities and from secreting cash income and hiding the books and
2 records which by law and the Operating Agreements of the entities were required to be produced to
3 Zandian and his counsel on demand.

4 **ATTORNEYS' FEE**

5 In order to bring this action, Zandian has been required to retain the services of John Peter
6 Lee, Ltd. and is entitled to a fee for the services so rendered by his attorneys.

7 WHEREFORE, Zandian prays for judgment against the Defendants and each of them as
8 follows:

- 9 1. For actual damages of more than \$10,000;
- 10 2. For punitive damages over \$10,000;
- 11 3. For injunctive relief as asserted in this Complaint;
- 12 4. For the appointment of a Receiver;
- 13 5. For attorneys fees and costs;
- 14 6. Such other and further relief as this Court deems just and proper.

15 DATED this 5th day of October, 2005.

16 JOHN PETER LEE, LTD.

17
18 BY: 

19 JOHN PETER LEE, ESQ.
20 Nevada Bar No. 001768
21 830 Las Vegas Boulevard South
22 Las Vegas, Nevada 89101
23 Ph: (702) 382-4044 Fax: (702) 383-9950
24 Attorneys for Plaintiff
25
26
27
28

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

Big Springs Ranch Property

| County | APN # | Twn | Rng | Sec | Allquot Parts | Acreage |
|--------|-------------|-----|-----|-----|--|---------|
| Elko | 009-530-001 | 34N | 66E | 01 | All except 0.23 Ac conv to WPR Co. | 640.37 |
| Elko | 009-530-001 | 34N | 66E | 03 | All | 643.64 |
| Elko | 009-530-001 | 34N | 66E | 04 | Lots 3 and 4, S/2 NW/4 SW/4 (W/2) | 319.92 |
| Elko | 009-530-001 | 34N | 66E | 05 | All | 638.12 |
| Elko | 009-530-001 | 34N | 66E | 09 | All | 640.00 |
| Elko | 009-530-001 | 34N | 66E | 11 | All | 640.00 |
| Elko | 009-530-001 | 34N | 66E | 15 | All | 640.00 |
| Elko | 009-540-001 | 35N | 66E | 01 | All | 666.40 |
| Elko | 009-540-001 | 35N | 66E | 02 | Lots 3 and 4, S/2 NW/4, SW/4 (W/2) | 331.44 |
| Elko | 009-540-001 | 35N | 66E | 03 | All | 665.12 |
| Elko | 009-540-001 | 35N | 66E | 09 | All | 640.00 |
| Elko | 009-540-001 | 35N | 66E | 10 | E/2 E/2 | 160.00 |
| Elko | 009-540-001 | 35N | 66E | 11 | All | 640.00 |
| Elko | 009-540-001 | 35N | 66E | 13 | All | 640.00 |
| Elko | 009-540-001 | 35N | 66E | 14 | W/2 W/2 | 160.00 |
| Elko | 009-540-001 | 35N | 66E | 15 | All | 640.00 |
| Elko | 009-540-001 | 35N | 66E | 21 | All | 640.00 |
| Elko | 009-540-001 | 35N | 66E | 22 | NE/4, SE/4 NW/4, N/2 SE/4, SW/4 SE/4, SE/4 SW/4 | 360.00 |
| Elko | 009-540-001 | 35N | 66E | 23 | All | 640.00 |
| Elko | 009-540-001 | 35N | 66E | 25 | All | 640.00 |
| Elko | 009-540-001 | 35N | 66E | 27 | All | 640.00 |
| Elko | 009-540-001 | 35N | 66E | 28 | SE/4, SE/4 NE/4 | 200.00 |
| Elko | 009-540-001 | 35N | 66E | 33 | All | 640.00 |
| Elko | 009-540-001 | 35N | 66E | 34 | W/2 | 320.00 |
| Elko | 009-540-001 | 35N | 66E | 35 | All | 640.00 |
| Elko | 009-550-001 | 36N | 66E | 01 | All | 569.77 |
| Elko | 009-550-001 | 36N | 66E | 11 | All less 70.23 in I-80 RAW | 640.00 |
| 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 Easement 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 Ad St Rt, 30 RAW | 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 | 39N | 66E | 23 | Pin 200' south of the CPRR centerline | 588.06 |
| Elko | 009-570-011 | 39N | 66E | 25 | Pin 200' south of the CPRR centerline except 6.44 Ac in N/2 for Wye Inlet | 591.44 |
| Elko | 010-090-001 | 34N | 67E | 01 | All | 638.80 |
| Elko | 010-090-001 | 34N | 67E | 03 | All | 638.04 |
| Elko | 010-090-001 | 34N | 67E | 05 | All | 638.08 |
| Elko | 010-090-001 | 34N | 67E | 07 | E/2 and pin of W/2 east of No. Nevada Railroad Co.; 0.23 Ac conv to WPR Co.; and 12.79 Ac conv to Nevada Northern Railroad Co. | 366.98 |
| Elko | 010-090-001 | 34N | 67E | 09 | All | 640.00 |
| Elko | 010-090-001 | 34N | 67E | 11 | All | 640.00 |
| 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 | 07 | Pin of the E/2 W/2 west of the NNRR RAW | 46.98 |
| Elko | 010-110-001 | 36N | 67E | 07 | 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 pin conv to State of NV for Hwy | 808.16 |
| 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 | 01 | Pin 200' south of the CPRR centerline less 12.78 Ac to SR-30 RAW | 589.64 |
| Elko | 010-120-001 | 37N | 67E | 05 | Pin 200' south of the CPRR centerline | 604.67 |
| Elko | 010-120-001 | 37N | 67E | 09 | NW/4, S/2 less 6.70 Ac conv to Northern Nevada Railroad Co. and 16.10 Ac to SR-30 RAW | 458.20 |
| Elko | 010-120-001 | 37N | 67E | 11 | Pin 200' south of the CPRR centerline less 11.07 Ac to SR-30 RAW | 811.42 |
| 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 | Pin 200' south of the CPRR centerline | 584.40 |
| Elko | 010-320-001 | 35N | 68E | 07 | All except 21.28 Ac conv to Western Pacific Railroad Co. less 45.33 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 | 521.88 |

Total Acreage (Approximate): 37,539.77

EXHIBIT 'B'

Those certain water rights which are appurtenant to certain real property located in Elko County, Nevada designated as follows:

CERTIFICATED WATER RIGHTS

Number 20489

Number 27877

PERMITTED WATER RIGHTS

Number 53018

Number 53019

Number 58144*

Number 58145

Number 58146

Number 58147

Only that portion of Application Number 58144 equaling 820.80 acre feet will transferred to the Buyer, the balance of the Application will be retained on the Big Springs Ranch for use in accordance with the ranch operation.

Big Springs Ranch Water Rights

| Application # | Certificate # |
|-----------------------------------|---------------|
| Certificated Water Rights: | |
| 4552 | 509 |
| 4558 | 512 |
| 4559 | 513 |
| 4562 | 516 |
| 5422 | 979 |
| 13469 | 3990 |
| 13471 | 3992 |
| 20858 | 6044 |
| 22372 | 6652 |
| 38988 | 11364 |
| 38992 | 14807 |
| 38993 | 14200 |
| 38998 | 14201 |
| 39429 | 11366 |
| 40810 | 11367 |
| 40811 | 11368 |
| 40812 | 11369 |
| 53021 | 15420 |
| 62703 | 15545 |
| Permitted Water Rights: | |
| 53020 | - |
| 58142 | - |
| 58143 | - |
| 58144 | - |
| 58148 | - |

| Application # | Certificate # |
|---|---------------|
| Vested Water Rights: | |
| V03233 | - |
| V03300 | - |
| V03301 | - |
| V03302 | - |
| V03303 | - |
| V03305 | - |
| V04692 | - |
| V05318 | - |
| Pending Water Rights Applications: | |
| 52307 | - |
| 52308 | - |
| Other Water Rights: | |
| 2210 | 440 |
| 18310 | 5831 |
| 25350 | - |
| 28587 | - |
| 35898 | - |
| 38996 | - |
| 38999 | - |
| 39111 | - |
| 39112 | - |
| 39428 | - |
| 46188 | - |

(Handwritten signature) R.K.

EXHIBIT "B"
Big Springs Ranch Grazing Permit

- Allotment 04306 - Big Springs

Pah-Rah



2908594
88/86/2003
6 of 18

Property

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

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

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

PARCEL D:

A.P.N. 084-040-02

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

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

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



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

PARCEL E:
A.P.N. 084-040-04

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

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

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

PARCEL F:
A.P.N. 084-040-06

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

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

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



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

PARCEL G:

A.P.N. 084-040-10

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

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

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

PARCEL H:

A.P.N. 084-130-07

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

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

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



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

PARCEL I:

A.P.N. 084-140-17

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

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

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

Order No.: 03011167

Wendover property

LEGAL DESCRIPTION

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

PARCEL 1:

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

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

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

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

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

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

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

Section 8: Lots 2, 3, 4, 5, 6, 9 and 11;
Section 9: SE1/4SE1/4; N1/2SW1/4SW1/4SE1/4; E1/2SW1/4SE1/4;
Section 10: Lot 4;
Section 15: Lots 12, 13, 15, 18, 20, 23, 24, 25, 26, 28, 29 and 30; NE1/4SW1/4SE1/4NW1/4; E1/2SE1/4SE1/4NW1/4; NW1/4SE1/4SE1/4NW1/4;
Section 16: N1/2NE1/4NE1/4NE1/4;
Section 17: S1/2S1/2;
Section 19: All;
Section 20: Lots 2, 3, 6 and 11; NW1/4NE1/4; N1/2SW1/4NE1/4; SE1/4SW1/4NE1/4; N1/2SW1/4SW1/4NE1/4; NW1/4; N1/2SW1/4; SW1/4SW1/4;
Section 21: Lot 2;
Section 29: Lots 3, 5 and 8; NW1/4NW1/4;
Section 30: Lots 2 and 3; NE1/4; W1/2; W1/2SE1/4;
Section 31: Lots 2, 4, 5, 8, 10 and 11; NW1/4; W1/2SW1/4;

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

Order No. 03011167

File Number 485646.

PARCEL 2:

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

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

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

PARCEL 3:

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

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

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

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

-1-

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 "3%" 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 "4%" line, which railroad rights of way were conveyed to Western Pacific Railway Company by Deed No. 126-F, dated November 27, 1908, and recorded February 19, 1909 in Book 31, Page 71, and Deed No. 188-F, dated June 30, 1910, and recorded September 10, 1910 in Book 32, Page 319, Deed Records, Elko County, Nevada.

Continued on next page

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

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

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

PARCEL 6:

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

- Section 1: That portion lying southeasterly of a line two hundred (200) feet southeasterly and parallel with the center line of Central Pacific Railway Company's railroad, as now constructed;
- Section 5: That portion lying southwesterly of a line two hundred (200) feet southwesterly and parallel with the center line of Central Pacific Railway Company's railroad, as now constructed;
- Section 9: NW1/4; S1/2;

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

- Section 11: That part lying southeasterly of a line two hundred (200) feet southeasterly and parallel with the center line of Central Pacific Railway Company's railroad as now constructed;
- Section 17: All;
- Section 19: All;

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

Continued on next page

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

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

Section 13: All;

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

Section 15: All;

Section 23: All;

Section 25: All;

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

PARCEL 9:

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

Section 35: All;

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

PARCEL 10:

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

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

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

PARCEL 11:

Continued on next page

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. 0301278

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.

PARCEL 14:

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

Section 5: All;
Section 7: All;

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

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

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

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

Continued on next page

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.

CRAIG K. PERRY & ASSOCIATES

September 1, 2005

RESENT VIA FAX:9/7/05

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

RECEIVED
SEP - 0 2005
JOHN PETER LEE, LTD.

RE: Wendover Project, LLC
Your Client: Gholamreza Zandian Jazi

Dear Mr. Lee:

Yesterday morning, Mr. Sadri faxed me over a copy of your letter dated August 25, 2005. I have been asked to respond on behalf of Wendover Project, LLC, and the managing members, Ray Koroghli and Faribouz "Fred" Sadri, Trustee, Star Living Trust (hereafter referred to as "Mr. Sadri"):

Mr. Sadri and Mr. Koroghli have indicated to me that under normal circumstances a reasonable request for inspection of company records by a managing member in good standing would be accommodated. That situation is non-existent here.

Mr. Sadri and Mr. Koroghli have explained to me their latest findings concerning Mr. Jazi, and how he has abused sensitive company information, has made intentional misrepresentations while acting as if he represents the company, has not acted in the best interests of the company, and has failed to provide any of the promised consideration needed to become a functional, managing member of Wendover Project LLC. Since Messrs. Sadri and Koroghli seriously doubt that your client will come clean with you, they have asked me to prepare a list of his relevant wrongful acts. They tell me they are learning more about other wrongful acts with each passing day.

You should know also know that Mr. Jazi has admitted to them many of his faults and wrongdoings that they have uncovered, and has apologized--asking for more chances. These issues have been the topic of many discussions between them. Issues that serve as the basis for their denial of his view of company records are set forth below:

1. Illegal Presence in the United States; Wanted by Office of Homeland Security and INS. Messrs. Sadri and Koroghli have learned that as early as 1993, Mr. Jazi was indicted on charges of attempting export a controlled commodity, conspiracy, and making a false statement to the Commerce Department. See attached article from archives of the LA Times. Mr. Jazi disappeared rather than face the charges and go to trial. He allegedly fled the country, and returned only recently, illegally, without proper INS authorization. Mr. Jazi's illegal presence has been reported to both the INS in conjunction with the Department of Homeland Security. Other information obtained states he may have received jail time for other criminal misconduct. They expect him to be picked up and face deportation any day.

John Peter Lee
Sept. 1, 2005
Page Two

Neither Messrs. Sadri nor Koroghli were aware of Mr. Jazi's criminal background at the time they became associated with him. He told them he was here legally and had a "Green Card."

You can imagine their shock and concern, as well as the ill will it has generated for the company when this information was recently discovered by Wendover officials (i.e., City Manager, Chris Melville was the first to find this out). The city has acted with greater caution and manifested heightened concern about this project on the remaining issues, such as water rights. The company's goodwill, and the reputations of Sadri and Koroghli, has been tarnished by their association with him.

The members of the LLC relied upon Mr. Jazi's false representations about his immigration status and non-criminal background in associating with him. Mr. Jazi continues to misrepresent himself and hides his true background to others, including the members and managing members of Wendover Project LLC, as well as to others he contacts without permission, misrepresenting himself as acting on behalf of Wendover Project LLC. He continues to use any sensitive Wendover Project LLC information he can to perpetuate his lies, luring away and misleading important investors, leads, and contacts.

2. Lack Of Consideration; Bogus Consideration. Mr. Jazi was going to contribute \$1 million towards the purchase of the land by selling foreign properties he allegedly owned. When it came time for him to pay, he failed to contribute any money towards making any of the payments. His involvement in Wendover Project LLC and status as a managing member was pre-conditioned upon his agreement to split the payment of costs and purchase of the property as consideration.

Mr. Zandian was supposed to have also provided \$3 million worth of consideration (i.e., stock ownership in one of his corporations) to John Hart towards the payment of the property. It turns out that the stock he transferred to Steve Hart was worthless, therefore bogus consideration. To date, Mr. Jazi has not put in a single into Wendover Project LLC. All he has ever given in this regard are hollow promises.

3. Unlawful Receipt of Real Estate Commission. Once Wendover Project bought the property from Pico Holding, Mr. Jazi received an illegal kickback commission of \$600,000 from the sellers. Attached are the checks. Mr. Jazi's receipt of this commission is regulated by and in violation of Nevada state law regarding the payment of such commissions; it diverted investor funds away from the LLC and inflated the purchase price; Mr. Jazi broke the law, breached his fiduciary duties, and put his own interests ahead of the company. The Nevada Department of Commerce has informed Mr. Sadri that the actions of Mr. Jazi are constitute serious violations of law and he faces violation charges. Messrs. Sadri and Koroghli are in possession of copies of the checks demonstrating the illegal commission he received, and they are attached for your reference.

John Peter Lee
Sept. 1, 2005
Page Three

Mr. Jazi, as a fraudulent inducement to rush the members of Wendover Project LLC into action, told them there was another buyer who was willing to pay \$25 million for the land being sold by Pico Holding. This turned out to be false information that induced the investors to act quickly and agree to a higher price that greatly benefitted Mr. Jazi.

3. Misuse of Company and Investor Information. Mr. Jazi has repeatedly used the name of Wendover Project LLC and the names of Messrs. Sadri and Koroghli with others, and has disclosed their sensitive financial information and misrepresented to other parties his authority to act on behalf of Wendover Project LLC. His attempts to obtain access to corporate information at this time is a subterfuge acquire more company information that he can use to harm the company and its members.

Next, Mr. Jazi took it upon himself to set up a second mailing address in violation of the one stated in the Operating Agreement, on behalf of Wendover Project LLC, without the permission or consent of Messrs. Sadri or Koroghli, and thereby received and diverted valuable business and trade opportunities and communiques addressed to Wendover Project LLC which has harmed the LLC, and prevented this LLC from profiting or benefitting from the information he is receiving at that address. No one has given him permission to do this.

On another occasion, Mr. Jazi contacted a valuable LLC investor, Mr. Abrishami, and caused him to invest in one of Mr. Jazi's personal projects. The diversion of this capital came at a time when the company faced capital needs to pay down a loan that Mr. Abrishami's money could have facilitated with paying down. This is but one more example of Mr. Jazi not acting in the best interests of this LLC.

Mr. Jazi has used multiple social security numbers to fraudulently hide his identity in violation of federal law, and he will not be given additional opportunities to steal the identities of other members by looking at the company records.

Finally, Mr. Jazi's misuse of sensitive company and personal information of the managing members has resulted in Mr. Jazi improperly furthering his own interests, illegally or otherwise, at the expense of the company and its members. There is every reason to suspect he has not changed and will continue to operate in this manner.

4. Website For LLC Created Without Permission and Containing Material Misstatements. Mr. Jazi, without direction or approval, set up an website for the LLC. Mr. Jazi published on the website that the LLC owned 1.2 million acres of Nevada land, which is patently false. This misrepresentation was discovered by Pico Holding last year, and they understandably issued a cease and desist letter. In addition, he improperly listed on the website properties that were not even owned by the LLC—they were owned by Star Living Trust. This was done by him in an effort to attract other investors to himself on other projects. Apparently, his ploy was somewhat successful.

John Peter Lee
Sept. 1, 2005
Page Four

For these reasons and more, Messrs. Sadri and Koroghli will not provide Mr. Jazi with further means to cause further harm to Wendover Project LLC or to its operations. Based upon his prior misconduct, they believe this will continue to occur. They have a fiduciary duty to the other investors to protect them from Mr. Jazi's unwanted solicitations and misrepresentations.

Both Mr. Koroghli and Mr. Sadri have discussed all of these issues with your client in an effort to rectify the problems he has created for the company. So far, Mr. Jazi, while admitting and apologizing repeatedly for his misconduct, has not made any reparations or taken any corrective action.

Please advise your client that as a result of his failure to provide the agreed-upon consideration, and for his abuses adversely affecting the LLC, demand is made that he (1) cease and desist making any representations made concerning the LLC or its members, or in contacting them; (2) resign as a listed managing member of the LLC effective immediately, and (3) take nothing by way of ownership interest in this LLC. If he does this, the LLC will not seek any monetary recovery from him. Obviously, any efforts made by the any governmental agency or body will continue.

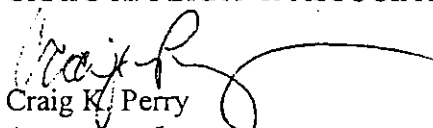
The Operating Agreement provides for formal disputes to be resolved through binding arbitration. If you and I cannot work through the present issues informally, which I hope we can, then I suggest we invoke the terms of the Operating Agreement and move forward with resolution of the presently outstanding issues through binding arbitration.

The things listed thus far are just the tip of iceberg regarding Mr. Janzi's misconduct. They are aware his attempts to sue Optima owners after he sold out, when he learned that they were close to receiving a settlement on a disputed infringement; they know he failed to appear for his deposition that was to be held a few days ago; we know is has used and continues to use various social security numbers; they know he has misrepresented the extent of his asset holdings to others; they know that he has defrauded many other people through sharp business practices over many years. He has, for example, tied up warehouse space of Ray Koroghli and others with shipping containers, at Koroghli's expense. All of this will be uncovered as it relates to this LLC and Mr. Janzi's pattern of conduct in defrauding people associates, investors, and those who believed he was and could be trusted as a friend.

Please feel free to call me any time—with the exception that I will be unavailable over the Labor Day weekend beginning Thursday, September 1, 2005 at noon until Tuesday morning, September 6, 2005.

Sincerely Yours,

CRAIG K. PERRY & ASSOCIATES


Craig K. Perry
Attorney at Law

JOHN PETER LEE, LTD.

ATTORNEYS AT LAW

830 LAS VEGAS BOULEVARD SOUTH
LAS VEGAS, NEVADA 89101
TELEPHONE (702) 382-4044
FACSIMILE (702) 383-9950
E-MAIL: info@johnpeterlee.com

August 25, 2005

Mr. Fariborz Fred Sadri
Mr. Ray Koroghli
3055 Via Sarafina
Henderson, Nevada 89012

Re: Gholamreza Zandian Jazi

Gentlemen:

This office represents Gholamreza Zandian Jazi. He is a Managing Member of Wendover L.L.C. We have copies of Operating Agreements dated May 8, 2003 and December 26, 2003 naming each of you as a Managing Member, together with Mr. Zandian; providing that the principal place of business was at 4225 South Eastern Avenue, Las Vegas, Nevada 89119; that Managing Member Fariborz Fred Sadri's address is 2827 South Monte Cristo, Las Vegas, Nevada 89117 that the Resident Agent Ray Koroghli's address is 3055 Via Sarafina, Henderson, Nevada 89012; and that the principal place of business changed to the Via Sarafina address by the December Operating Agreement.

According to Paragraph 1.6 of each Agreement, Wendover is required to maintain books and records at its principal office. Accordingly, this letter is being delivered to you at each of the addresses which are shown in the Operating Agreements.

This letter makes demand upon you and each of you, at whatever address you are and wherever the books and records of Wendover L.L.C. are kept, to permit inspection and copying of the following records specifically identified in each of the Operating Agreements referred to in Paragraph 1.6, together with the company books as specified in Paragraph 4.2(a) designated as "books of account" and "books of account" as defined in Paragraph 5.6:

- (a) A current list of the full name and last known business address of each Managing Member and Member separately identifying all Members in alphabetical order.
- (b) A copy of the filed Articles of Organization and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any document has been executed.

JOHN PETER LEE, LTD.

ATTORNEYS AT LAW


Mr. Fariborz Fred Sadri

Mr. Ray Koroghli

August 25, 2005

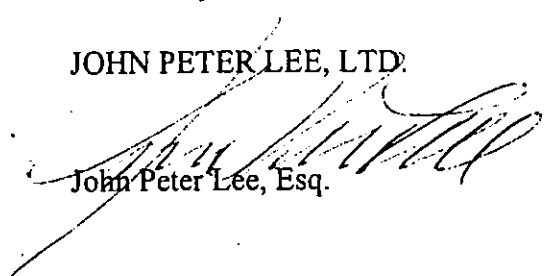
Page Two

- (c) Copies of the Company's federal income tax returns and reports, if any, for the three (3) most recent years.
- (d) Copies of any then effective Operating Agreement and of any financial statements for the Company for the three (3) most recent years.
- (e) A statement setting forth the Capital Contributions of each Member including:
 - (1) The amount of cash and description and statement of the agreed value of the other property or services contributed by each Member and which each Member has agreed to contribute.
 - (2) The items as to which or events on the happening of which any additional contributions agreed to be made by each Member are to be made.
 - (3) Any right of a Member to receive, or of a Managing Member to make, distributions to a Member (including Managing Members) which include the return of all or any part of the Member's contributions as set forth more fully in Article 3, paragraph 3.8.
 - (4) Any events upon the happening of which the Company is to be dissolved and its affairs wound up.

 This request requires you to produce for inspection the aforementioned books and documents on the 2nd day of September, 2005 at the hour of 10:00 a.m. at the principal place of business of Wendover L.L.C. at 3055 Via Sarafina, Henderson, Nevada. At that time, our client, and a representative of this office, will review the records demanded and copy those documents which are necessary to support our client's rights.

Yours truly,

JOHN PETER LEE, LTD.


John Peter Lee, Esq.

JPL/jlr
cc: Client
1334.022860

Exhibit 4

Exhibit 4

Exhibit 4

DOC # 3301912

11/03/2005 09:46A Fee:23.00

BK1

Requested By

JOHN PETER LEE LTD

Washoe County Recorder
Kathryn L. Burke - Recorder
Pg 1 of 10 RPTT 0.00



| | | |
|-------------|----------------|----------------|
| APN# | APN 076-100-19 | APN 079-150-09 |
| | APN 079-150-10 | APN 079-150-13 |
| | APN 084-040-02 | APN 084-040-04 |
| | APN 084-040-06 | APN 084-040-10 |
| | APN 084-130-07 | APN 084-140-17 |

NOTICE OF LIS PENDENS

(Title on Document)

Recording requested by:

JOHN PETER LEE, LTD.

Return to:

Name JOHN PETER LEE, LTD.

Address 830 LAS VEGAS BOULEVARD SOUTH

City/State/Zip LAS VEGAS, NEVADA 89101

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

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

FILED
Oct 14 4 08 PM '05
Christina...
CLERK

1 LISP
JOHN PETER LEE, LTD.
2 JOHN PETER LEE, ESQ.
Nevada Bar No. 001768
3 830 Las Vegas Boulevard South
Las Vegas, Nevada 89101
4 (702) 382-4044 Fax: (702) 383-9950
Attorneys for Plaintiff

5
6 DISTRICT COURT
7 CLARK COUNTY, NEVADA
8

9 GHOLAMREZA ZANDIAN JAZI,)
10 Plaintiff,)
11 v.)
12 RAY KOROGHLI, individually, FARIBORZ FRED)
13 SADRI, individually, and as Trustee of the Star)
14 Living Trust, WENDOVER PROJECT, LLC, a)
15 Nevada limited liability company; BIG SPRING)
16 RANCH, LLC, a Nevada limited liability company,)
and NEVADA LAND AND WATER)
17 RESOURCES, LLC, a Nevada limited liability)
company,)
Defendants.)
CASE NO.: A511131
DEPT. NO.: XIII
DATE: N/A
TIME: N/A

18 1334.022860-JLR

19 NOTICE OF LIS PENDENS

20 NOTICE IS HEREBY GIVEN that a Complaint has been filed in the above entitled Court
21 by the foregoing Plaintiff against the foregoing named Defendants as an action in equity seeking
22 injunctive relief and other relief relating to the rights of the parties in and to the real property
23 described by the Washoe County Assessor's Office in Exhibit "A" attached hereto, and for attorneys
24 fees costs and other relief all as set forth in the Complaint on file herein in an amount in excess of
25 the sum of \$10,000.00, together with interest, attorney's fees and costs.

26 ...
27 ...
28 ...

JOHN PETER LEE, LTD.

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

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2 of 16

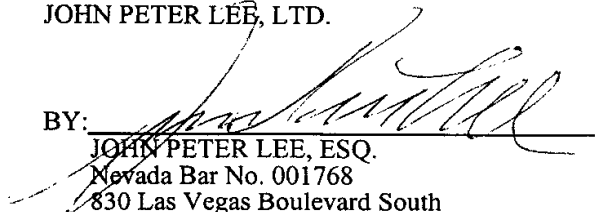


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The said premises affected by this action are situate in County of Washoe, State of Nevada.
DATED this 12th day of October, 2005.

JOHN PETER LEE, LTD.

BY:



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

JOHN PETER LEE, LTD.

ATTORNEYS AT LAW

830 LAS VEGAS BOULEVARD SOUTH

LAS VEGAS, NEVADA 89101

Telephone (702) 382-4044

Telecopier (702) 383-9950

3301912
11/03/2005
3 of 16



2005 OCT 14 P 4:09

- 2 -

Exhibit A



3301912
11/03/2005
4 of 18

SPANISH SPRINGS ROAD
BIG SPRING RANCH LLC
WASHOE COUNTY, NEVADA

APN 076-100-19

SECTION 34, TOWNSHIP 21, RANGE 21

SIZE 320 ACRES



Fah-Rah
Property



2968584
88/86/2003
6 of 18

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



3381912
11/83/2005
6 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 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





2986594
08/06/2003
8 of 18

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



3391912
11/03/2005
8 of 18



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

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

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

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

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

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

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

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

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





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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 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.



3301912
11/03/2005
18 of 18

CA

Exhibit 5

Exhibit 5

Exhibit 5

16

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

ORIGINAL

FILED

JUN 8 10 50 AM '07

Chief Clerk
CLERK OF THE COURT

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
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.
23

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

RECEIVED
JUN 08 2007
CLERK OF THE COURT

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

6 1334.022860-JLR

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

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

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

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

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

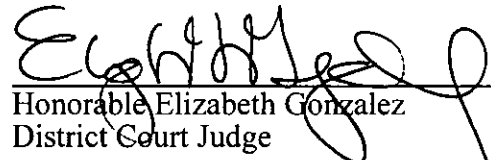
23 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all relief granted in the
 24 Implementation Award dated the 29th day of November, 2006, a copy of which is attached hereto
 25 as Exhibit "3" is granted by this Court.

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

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

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

3 Dated this 7 day of June, 2007.

4 
5 Honorable Elizabeth Gonzalez
6 District Court Judge

7 SUBMITTED BY:

8 JOHN PETER LEE, LTD.

9
10 BY: 

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

19
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JOHN PETER LEE, LTD.
ATTORNEYS AT LAW
830 LAS VEGAS BOULEVARD SOUTH
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Telecopier (702) 383-9950

RECEIVED
SEP 22 2006
JOHN PETER LEE, LTD.

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

DISTRICT COURT
CLARK COUNTY, NEVADA

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

ARBITRATION DECISION

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

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

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

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

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

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

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

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


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

FLOYD A. HALE
SPECIAL MASTER
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LAS VEGAS, NEVADA 89102
PHONE (702) 457-5267 EMAIL fhaale@floydahale.com

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

DATED this 20th day of September, 2006.

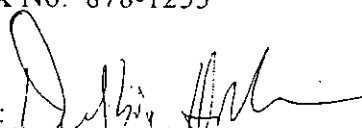
By: 
FLOYD HALE, Arbitrator
2300 West Sahara Avenue, #900
Las Vegas, NV 89102

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

DISTRICT COURT
CLARK COUNTY, NEVADA

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

ARBITRATION DECISION

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

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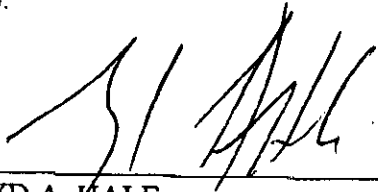
1 Arbitration Decision and verify other factual issues that were the subject of the Arbitration
2 Agreement.

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.

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

13 DATED this 11th day of October, 2006.

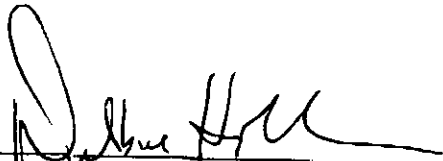
14
15
16 By: 
17 FLOYD A. HALE
18 2300 W. Sahara, #900
19 Las Vegas, NV 89102
20 Arbitrator

20 CERTIFICATE OF FACSIMILE

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

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

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

27 By: 
28 Employee of Jams

FLOYD A. HALE
SPEC. MASTER
2300 W. SAHARA, SUITE 900
LAS VEGAS, NEVADA 89102
PHONE (702) 467-5267 EMAIL fha@floydahale.com

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.

7 DISTRICT COURT
8 CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDIAN JAZI,)

CASE NO.: A511131
DEPT. NO.: XIII

10 Plaintiff,)

11 v.)

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

BEFORE ARBITRATOR
FLOYD A. HALE

16 Defendants.)

IMPLEMENTATION AWARD

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

19 Counterclaimants,)

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 BLVD. SOUTH
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Telephone (702) 382-4044
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1 GHOLAMREZA ZANDIAN JAZI,)
 2 Counterclaimant,)
 3 v.)
 4 WENDOVER PROJECT, LLC,)
 5 Counterdefendant.)

6 1334.022860-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 2nd 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

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

- 1 Resources, LLC, provided as Exhibit "13" on November 2, 2006.
- 2 15. Mr. Zandian is to execute, file and deliver to Defendants' counsel within ten days
- 3 of this Award the Certificate of Resignation concerning Big Spring Ranch, LLC.,
- 4 provided by Plaintiff as Exhibit "14" on November 2, 2006.
- 5 16. All parties are to sign the Mutual Release of Claims provided by Plaintiff as Exhibit
- 6 "16" on November 2, 2006, and deliver a Counterpart to the other party's counsel
- 7 within ten (10) from this Award.

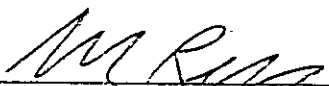
8 Dated this 29th day of November, 2006.



FLOYD A. HALE, ARBITRATOR

11 Respectfully submitted

12 JOHN PETER LEE, LTD.



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

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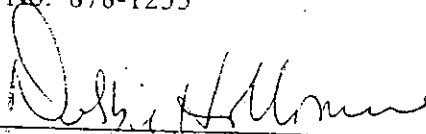
CERTIFICATE OF FACSIMILE AND MAILING

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

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 |
|--|-----------------------------|---|
| Owner Information & Legal Description | | |
| APN 076-100-19 | Building Information | |
| Parcel Map Map Warehouse | | |
| Card 1 of 1 | Quality | Property Name: |
| Situs SPANISH SPRINGS RD | Stories | Bldg Type |
| Owner 1 BIG SPRING RANCH LLC | Year Built 0 | Square Feet 0 |
| Mail Address P O BOX 81624 | W.A.Y. 0 | Square Feet does not include Bsmt or Garage Conversion area click for details |
| | Bedrooms 0 | |
| | Full Baths 0 | Finished Bsmt 0 |
| Owner 2 LAS VEGAS NV 89180-1624 | Half Baths 0 | Unfin Bsmt 0 |
| Owner 3 | Fixtures 0 | Bsmt Type |
| Rec Doc No 02957442 | Fireplaces 0 | Gar Conv Sq Foot 0 |
| Prior Owner GRAHAM,EARL L & JONI | Heat Type | Total Gar Area 0 |
| Prior Doc 02623847 11/30/2001 | Sec Heat Type | Gar Type |
| Legal Desc 34-1-1-2 | Ext Walls | Det Garage 0 |
| Subdivision 34-1-1-2 | Sec Ext Walls | Bsmt Gar Door 0 |
| | Roof Cover | Sub Floor |
| | %Incomplete 0 | Frame |
| | Obso/Bldg Adj 0 | Units/Bldg 0 |
| | Construction 0 | Units/Parcel 0 |
| | Last Activity CEM | Last Permit |
| | | 04/08/1996 |

| Land Information | | Value Year 2007 | Reason Reappraisal | Factor Dist 586R |
|---|------------|-----------------|-----------------------|----------------------|
| Land Use 012 | Zoning GR | | Reapp Years 2002-2007 | |
| Size 320 AC | Water NONE | | | |
| Valuation Information | | 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 | | |
| Sales/Transfer Information/Recorded Document | | | | |
| V-Code | LUC | Doc Date | Value | Grantor |
| 1SVR | 012 | 11/21/2003 | 95,000 | GRAHAM,EARL L & JONI |
| 3NIT | 012 | 11/30/2001 | 0 | LONDON,DALE R |
| 3NIT | 012 | 11/30/2001 | 0 | GRAHAM,EARL L & JONI |
| | | 07/07/1997 | 0 | |
| | | 06/03/1997 | 70,000 | |
| | | 08/01/1976 | 10,980 | |

All data on this form is for use by the Washoe County Assessor for

| | | |
|------------------------|--------|---|
| Assessed Personal Prop | 0 | Assessment purposes only. Zoning information should be verified with the appropriate planning agency. |
| Total Assessed | 27,406 | 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.

99052

∴ return to original page ∴

APN: 076-100-19

WHEN RECORDED, RETURN TO

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

GRANTEE/MAIL TAX STATEMENTS TO:

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

320 acre parcel

GRANT, BARGAIN AND SALE DEED

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

WITNESSETH

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

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

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

SUBJECT TO rights, reservations and restrictions of record.

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

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

BIG SPRING RANCH, LLC

BY: _____
RAY KOROGHLI, Member/Manager

BY: _____
FARIBORZ FRED SADRI, Member/Manager

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

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

NOTARY PUBLIC

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

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

NOTARY PUBLIC

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 | |
|--|-------------------------|-----------------------------|------------------|
| Owner Information & Legal Description | | | |
| APN | 076-100-19 | Building Information | |
| Parcel Map Map Warehouse | | Quality | Property Name: |
| Card 1 of 1 | | Stories | Bldg Type |
| Situs | SPANISH SPRINGS RD | Year Built | 0 |
| Owner 1 | BIG SPRING RANCH LLC | W.A.Y. | 0 |
| Mail Address | P O BOX 81624 | Bedrooms | 0 |
| | LAS VEGAS NV 89180-1624 | Full Baths | 0 |
| Owner 2 | | Half Baths | 0 |
| Owner 3 | | Fixtures | 0 |
| Rec Doc No | 02957442 | Fireplaces | 0 |
| Prior Owner | GRAHAM,EARL L & JONI | Heat Type | Gar Conv Sq Foot |
| Prior Doc | 02623847 | Sec Heat Type | Total Gar Area |
| Legal Desc | 34-1-1-2 | Ext Walls | Gar Type |
| Subdivision | 34-1-1-2 | Sec Ext Walls | Det Garage |
| | | Roof Cover | Bsmt Gar Door |
| | | %Incomplete | Sub Floor |
| | | Obso/Bldg Adj | Frame |
| | | Construction Mod | Units/Bldg |
| | | Last Activity | Units/Parcel |
| | | | Last Permit |
| | | | 04/08/1996 |
| Land Information | | | |
| Land Use | 012 | Zoning | GR |
| Size | 320 AC | Water | NONE |
| | | Sewer | NONE |
| | | Street | NONE |
| Valuation Information | | Value Year | 2007 |
| | | Reason | Reappraisal |
| | | Reapp Years | 2002-2007 |
| | | Factor Dist | 586R |
| Sales/Transfer Information/Recorded Document | | | |
| V-Code | LUC | Doc Date | Value |
| 1SVR | 012 | 11/21/2003 | 95,000 |
| 3NTT | 012 | 11/30/2001 | 0 |
| 3NTT | 012 | 11/30/2001 | 0 |
| | | 07/07/1997 | 0 |
| | | 06/03/1997 | 70,000 |
| | | 08/01/1976 | 10,980 |
| All data on this form is for use by the Washoe County Assessor for | | | |

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

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

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

99052

∴ return to original page ∴

APN: 076-100-19

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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)

) 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 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

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

| Owner Information & Legal Description | | Building Information | |
|---------------------------------------|----------------------------|------------------------------|---|
| APN 076-100-19 | Parcel Map Map Warehouse | Quality | Property Name: |
| Card 1 of 1 | | Stories | Bldg Type |
| Situs SPANISH SPRINGS RD | | Year Built 0 | Square Feet 0 |
| Owner 1 BIG SPRING RANCH LLC | | W.A.Y. 0 | Square Feet does not include Bsmt or Garage Conversion area click for details |
| Mail Address P O BOX 81624 | | Bedrooms 0 | |
| | | Full Baths 0 | |
| | | Half Baths 0 | Finished Bsmt 0 |
| Owner 2 LAS VEGAS NV 89180-1624 | | Fixtures 0 | Unfin Bsmt 0 |
| Owner 3 | | Fireplaces 0 | Bsmt Type |
| Rec Doc No 02957442 | Rec Date 11/21/2003 | Heat Type | Gar Conv Sq Foot 0 |
| Prior Owner GRAHAM,EARL L & JONI | | Sec Heat Type | Total Gar Area 0 |
| Prior Doc 02623847 | 11/30/2001 | Ext Walls | Gar Type |
| Legal Desc 34-1-1-2 | | Sec Ext Walls | Det Garage 0 |
| Subdivision 34-1-1-2 | | Roof Cover | Bsmt Gar Door 0 |
| | | %Incomplete 0 | Sub Floor |
| | | Obso/Bldg Adj 0 | Frame |
| | | Construction Mod 0 | Units/Bldg 0 |
| | | Last Activity CEM 04/08/1996 | Units/Parcel 0 |
| | | | Last Permit |

Land Information

| Land Use | 012 | Zoning | GR | Sewer | NONE | Value Year | 2007 | Reason | Reappraisal | Factor | Dist | 586R |
|----------|-----|--------|-------|-------|--------|------------|------|--------|-------------|-----------|------|------|
| Size | 320 | AC | Water | NONE | Street | NONE | | Reapp | Years | 2002-2007 | | |

Valuation Information

| 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 |

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 |

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

99052

:: return to original page ::

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

RPTT \$1,500.00 130277-TX

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

2827 S. MONTA CRISTO
LAS VEGAS, NV 89117

Mail Tax Statement to Above
25269-DAR
00130277 GRANT, BARGAIN AND SALE DEED

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



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

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

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

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

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

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

100700



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

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

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

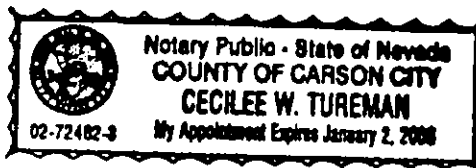
NEVADA LAND AND RESOURCE COMPANY, LLC, A
DELAWARE LIMITED LIABILITY COMPANY

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

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

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

Cecilee W. Tureman
Notary Public





2900592
08/06/2003
3 of 7

EXHIBIT " A "

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

PARCEL A:

A.P.N. 079-150-09

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

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

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

PARCEL B:

A.P.N. 079-150-10

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

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

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



2988592
08/06/2003
4 of 7

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

PARCEL C:

A.P.N. 079-150-13

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

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

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

PARCEL D:

A.P.N. 084-040-02

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

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

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



2968592
98/98/2963
5 of 7

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

PARCEL E:

A.P.N. 084-040-04

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

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

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

PARCEL F:

A.P.N. 084-040-06

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

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

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



2988592
08/06/2003
6 of 7

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

PARCEL G:

A.P.N. 084-040-10

The North $\frac{1}{2}$ 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 $\frac{1}{4}$ 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.

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

084-146-17

DOC # 2900594
08/08/2003 03:48P Fee:48.00

BK1
Requested By
WESTERN TITLE COMPANY INC
Washoe County Recorder
Kathryn L. Burke - Recorder
Pg 1 of 10 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



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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 | 3-X Deeds | 195 | 33922 | 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

} ss

COUNTY OF CLARK

This instrument was acknowledged before me on

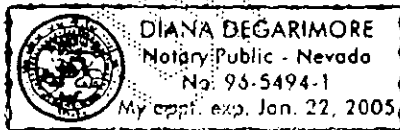
AUGUST 5th, 2003

by REZA ZANDIAN

REZA ZANDIAN

Diana DeGarimore

Notary Public



NOTARIAL PUBLIC COPY



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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, in a company or companies authorized to issue such insurance in the State of Nevada, and as may be approved by Beneficiary, for such sum or sums as shall equal the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust and shall be payable to Beneficiary to the amount of the unsatisfied obligation to Beneficiary hereby secured, and to deliver the policy to Beneficiary, or to collection agent of Beneficiary, and in default hereof, Beneficiary may procure such insurance and/or make such repairs, and expend for either of such purposes such 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 thereof, 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 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 so to pay.
- (3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may reconvey any part of said property, consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement of any agreement subordinating the lien or charge hereof.
- (4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose, and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto".
- (5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by 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 or otherwise collect such rents, issues, and profits, including those past due, and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- (6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be recorded. Beneficiary also shall deposit with Trustee this Deed of Trust, said note and all documents evidencing expenditures secured hereby.

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

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

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



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

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

REQUEST FOR FULL RECONVEYANCE

DO NOT RECORD

TO TRUSTEE

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

Dated: _____

Please mail Deed of Trust,
Note and Reconveyance to _____

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



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EXHIBIT "A"

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

PARCEL A:

A.P.N. 079-150-09

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

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

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

PARCEL B:

A.P.N. 079-150-10

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

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

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



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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



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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 $\frac{1}{4}$ 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.

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 52 51.2362
FEE 44 FILED
REQUEST OF

2003 DEC 30 PM 4: 09

Stewart Title Co.

JERRY H. BRAYFORD
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; 010-740-0BG; 010-740-110;
010-740-111; 010-740-113; 010-740-202

GRANT, BARGAIN, AND SALE DEED

THIS INDENTURE, made this 29th 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,

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.

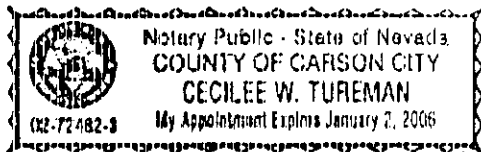
Big Springs Land & Resource Company,
a Nevada limited liability company

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. Tureman
NOTARY PUBLIC

Exhibit "A"
Big Mjs Birch Wenckover Property Legal Descriptions

| TWP | RNG | SEC | ALIQUOT PARTS | ACREAGE |
|-----|-----|-----|---|---------|
| 32N | 69E | 01 | Lots 1-3, S/2 N/2, S/2 | 600.34 |
| 32N | 69E | 02 | S/2 N/2, S/2 | 480.00 |
| 32N | 70E | 05 | Lots 4, 6, 7, 10, 12, 13, SW/4 NW/4 | 164.00 |
| 33N | 69E | 01 | S/2 | 120.00 |
| 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, 4, 9 and 11 | 600.00 |
| 33N | 70E | 15 | Lots 12, 13, 15, 18, 20, 23, 25, and 28-30, NE/4 SW/4 SE/4 NW/4, E/2 SE/4 SE/4 NW/4, NW/4 SE/4 SE/4 NW/4 | 35.00 |
| 33N | 70E | 17 | S/2 S/2 | 46.23 |
| 33N | 70E | 19 | All | 160.00 |
| 33N | 70E | 20 | Lots 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 | 416.60 |
| 33N | 70E | 21 | Lot 2 | 73.00 |
| 33N | 70E | 29 | Lots 3, 5, 8, NW/4 NW/4 | 13.21 |
| 33N | 70E | 29 | Lot 2 | 73.10 |
| 33N | 70E | 30 | Lots 2, 3, NE/4, W/2, W/2 SE/4 | 16.00 |
| 33N | 70E | 31 | Lots 2, 4, 5, 8, 10, 11, NW/4, W/2 SW/4 | 612.50 |
| 33N | 70E | | Parts of 9 and 10 (Parcel 2 of recorded parcel map #485646) | 4.20 |
| 33N | 70E | | Parts of 9 and 10 (Parcel 1 of recorded parcel map #485646) | 3.87 |
| 33N | 70E | | Parts of 9, 10 and 15 (Parcel 4 of recorded parcel map #485646) | 65.11 |

* These parcels cover more than one section

6,457.24

Exhibit "A"
Big Springs Ranch Wendover Property Legal Descriptions

| T14N | RNG | SEC | ALIGN/PT PARTS | ACREAGE |
|------|-----|-----|---|---------|
| 32N | 69E | 01 | Lots 1-3, S/2 N/2, S/2 | 600.14 |
| 32N | 69E | 02 | S/2 N/2, S/2 | 180.00 |
| 32N | 70E | 05 | Lots 4, 6, 7, 10, 12, 13, SW/4 NW/4 | 184.62 |
| 33N | 69E | 01 | S/2 | 320.00 |
| 33N | 69E | 12 | All | 640.00 |
| 33N | 69E | 25 | All | 640.00 |
| 33N | 69E | 35 | N/2, N/2 S/2 | 480.00 |
| 33N | 69E | 36 | N/2, N/2 SW/4, SE/4, SE/4 SW/4 | 600.00 |
| 33N | 70E | 06 | Lots 2-5, 9 and 11 | 35.00 |
| 33N | 70E | 15 | Lots 12, 13, 15, 18, 20, 23-25, and 28-30, NE/4 SW/4 SE/4 NW/4, E/2 SE/4 SE/4 NW/4, NW/4 SE/4 SE/4 NW/4 | 46.23 |
| 33N | 70E | 17 | S/2 S/2 | 160.00 |
| 33N | 70E | 19 | All | 640.00 |
| 33N | 70E | 20 | Lots 2, 3, 6, 11, NW/4 NE/4, N/2 SW/4 NE/4, SE/4 SW/4 NE/4, N/2 SW/4 SW/4 NE/4, NW/4, N/2 SW/4, SW/4 SW/4 | 416.61 |
| 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 | 73.10 |
| 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 | 612.56 |
| 33N | 70E | * | Plns of 9 and 10 (Parcel 2 of recorded parcel map #485646) | 372.01 |
| 33N | 70E | * | Plns of 9 and 10 (Parcel 1 of recorded parcel map #485646) | 4.20 |
| 33N | 70E | * | Plns of 9, 10 and 16 (Parcel 4 of recorded parcel map #485646) | 3.87 |
| | | | | 65.31 |

* These parcels cover more than one section

6,457.24

Order No.: 03011167

LEGAL DESCRIPTION

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

PARCEL 1:

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

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

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

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

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

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

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

Section 8: Lots 2, 3, 4, 5, 6, 9 and 11;
Section 9: SE1/4SE1/4; N1/2SW1/4SW1/4SE1/4; E1/2SW1/4SE1/4;
Section 10: Lot 4;
Section 15: Lots 12, 13, 15, 18, 20, 23, 24, 25, 26, 28, 29 and 30; NE1/4SW1/4SE1/4NW1/4; E1/2SE1/4SE1/4NW1/4; NW1/4SE1/4SE1/4NW1/4;
Section 16: N1/2NE1/4NE1/4NE1/4;
Section 17: S1/2S1/2;
Section 19: All;
Section 20: Lots 2, 3, 6 and 11; NW1/4NE1/4; N1/2SW1/4NE1/4; SE1/4SW1/4NE1/4; N1/2SW1/4SW1/4NE1/4; NW1/4; N1/2SW1/4; SW1/4SW1/4;
Section 21: Lot 2;
Section 29: Lots 3, 5 and 8; NW1/4NW1/4;
Section 30: Lots 2 and 3; NE1/4; W1/2; W1/2SE1/4;
Section 31: Lots 2, 4, 5, 8, 10 and 11; NW1/4; W1/2SW1/4;

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

Continued on next page

3 72543

Order No. 03011167

File Number 485646.

PARCEL 2:

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

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

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

PARCEL 3:

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

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

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

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

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

WHEN RECORDED, RETURN TO

GRANTEE/MAIL TAX STATEMENTS TO:

Big Spring Ranch Parcel

QUITCLAIM DEED

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

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

GHOLAMREZA ZANDIAN JAZI

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

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

NOTARY PUBLIC

512358

FILED
RECEIVED

2003 DEC 30 PM 4: 08

Stewart Title Co.

JERRY D. SYDOLUS
ELKO COUNTY RECORDER

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

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

GRANT, BARGAIN, AND SALE DEED

03012789

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

WITNESSETH:

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

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

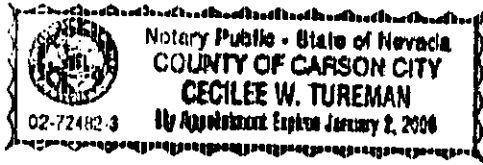


EXHIBIT A

| County | APN # | Twn | Rng | Sec | Aliquot 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 |

EXHIBIT "A"
Big Springs Ranch Legal Descriptions

| County | APN # | Tw | Rng | Sec | Aliquot Parts | Acroage |
|--------|-------------|-----|-----|-----|---|---------|
| Elko | 009-530-001 | 34N | 66E | 3 | All | 643.64 |
| Elko | 009-530-001 | 34N | 66E | 4 | Lots 3 and 4, S/2 NW/4, SW/4 (W/2) | 319.92 |
| Elko | 009-530-001 | 34N | 66E | 5 | | All |
| Elko | 009-530-001 | 34N | 66E | 9 | All | 640.00 |
| Elko | 009-530-001 | 34N | 66E | 15 | All | 640.00 |
| Elko | 009-540-001 | 35N | 66E | 1 | Lots 3 and 4, S/2 NW/4, SW/4 (W/2) | 666.40 |
| Elko | 009-540-001 | 35N | 66E | 2 | | All |
| Elko | 009-540-001 | 35N | 66E | 3 | All | 665.12 |
| Elko | 009-540-001 | 35N | 66E | 9 | All | 640.00 |
| Elko | 009-540-001 | 35N | 66E | 10 | E/2 E/2 | 160.00 |
| Elko | 009-540-001 | 35N | 66E | 11 | All | 640.00 |
| Elko | 009-540-001 | 35N | 66E | 13 | All | 640.00 |
| Elko | 009-540-001 | 35N | 66E | 14 | W/2 W/2 | 160.00 |
| Elko | 009-540-001 | 35N | 66E | 15 | All | 640.00 |
| Elko | 009-540-001 | 35N | 66E | 21 | All | 640.00 |
| Elko | 009-540-001 | 35N | 66E | 22 | NE/4, SE/4 NW/4, N/2 SE/4, SW/4 SE/4, SE/4 SW/4 | 360.00 |
| Elko | 009-540-001 | 35N | 66E | 23 | All | 640.00 |
| Elko | 009-540-001 | 35N | 66E | 25 | All | 640.00 |
| Elko | 009-540-001 | 35N | 66E | 27 | All | 640.00 |
| Elko | 009-540-001 | 35N | 66E | 28 | SE/4, SE/4 NE/4 | 200.00 |
| Elko | 009-540-001 | 35N | 66E | 33 | All | 640.00 |
| Elko | 009-540-001 | 35N | 66E | 34 | W/2 | 320.00 |
| Elko | 009-540-001 | 35N | 66E | 35 | All | 640.00 |
| Elko | 009-550-001 | 36N | 66E | 1 | All | 642.24 |
| Elko | 009-550-001 | 36N | 66E | 11 | All less 70.23 in L-80 RW | 569.77 |
| Elko | 009-550-001 | 36N | 66E | 13 | All | 640.00 |
| Elko | 009-550-001 | 36N | 66E | 15 | All | 640.00 |
| Elko | 009-550-001 | 36N | 66E | 21 | E/2 | 320.00 |
| Elko | 009-550-001 | 36N | 66E | 22 | W/2 NW/4, S/2 | 400.00 |
| Elko | 009-550-001 | 36N | 66E | 23 | All | 640.00 |
| Elko | 009-550-001 | 36N | 66E | 25 | All | 640.00 |
| Elko | 009-550-001 | 36N | 66E | 26 | W/2 W/2 | 160.00 |
| Elko | 009-550-001 | 36N | 66E | 27 | All | 640.00 |
| Elko | 009-550-001 | 36N | 66E | 28 | E/2 E/2, W/2 SE/4 less 4.50 Ac to Beaumont in SE/4 SW/4, SW/4 SE/4 | 235.50 |
| Elko | 009-550-001 | 36N | 66E | 33 | All | 640.00 |
| Elko | 009-550-001 | 36N | 66E | 34 | All | 640.00 |
| Elko | 009-550-001 | 36N | 66E | 35 | All | 640.00 |
| Elko | 009-560-004 | 37N | 68E | 25 | All less 15.22 Ac ST RL 30 RAW | 624.78 |
| Elko | 009-560-004 | 37N | 68E | 27 | SE/4 SE/4 | 40.00 |
| Elko | 009-560-004 | 37N | 68E | 35 | All | 625.34 |
| Elko | 009-570-011 | 38N | 66E | 23 | Pln 200' south of the CPRR centerline | 568.06 |
| Elko | 009-570-011 | 38N | 66E | 25 | Pln 200' south of the CPRR centerline except 6.44 Ac in N/2 for Wym tract | 591.44 |
| Elko | 010-090-001 | 34N | 67E | 1 | All | 638.80 |
| Elko | 010-090-001 | 34N | 67E | 3 | All | 638.04 |
| Elko | 010-090-001 | 34N | 67E | 9 | All | 640.00 |
| Elko | 010-090-001 | 34N | 67E | 11 | All | 640.00 |

| County | APN # | Twn | Rng | Sec | Aliquot Parts | Acres |
|---------------------|-------------|-----|-----|-----|---|------------------|
| Elko | 010-090-001 | 34N | 67E | 13 | All | 640.00 |
| Elko | 010-090-001 | 34N | 67E | 15 | All | 640.00 |
| Elko | 010-090-001 | 34N | 67E | 17 | All | 640.00 |
| Elko | 010-090-001 | 34N | 67E | 19 | NE/4, E/2 NW/4, Lots 1 and 2 (N/2) except 4.60 Ac conv to Nevada Northern Railroad Co. | 306.35 |
| Elko | 010-090-001 | 34N | 67E | 21 | N/2 | 320.00 |
| Elko | 010-090-001 | 34N | 67E | 22 | All | 640.00 |
| Elko | 010-090-001 | 34N | 67E | 23 | N/2 | 320.00 |
| Elko | 010-090-003 | 34N | 67E | 7 | Ptn of the E/2 W/2 west of the NRR R/W | 46.98 |
| Elko | 010-110-001 | 36N | 67E | 7 | All except 12.70 Ac conv to Northern Nevada Railroad Co. | 619.98 |
| Elko | 010-110-001 | 36N | 67E | 19 | All except 12.05 Ac conv to Northern Nevada Railroad Co. except ptn conv to State of NV for Hwy | 609.15 |
| 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 R/W | 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 R/W | 458.20 |
| Elko | 010-120-001 | 37N | 67E | 11 | Ptn 200' south of the CPRR centerline less 11.07 Ac to SR-30 R/W | 611.42 |
| Elko | 010-120-001 | 37N | 67E | 17 | All less 16.33 Ac to SR-30 R/W | 623.67 |
| Elko | 010-120-001 | 37N | 67E | 19 | All | 628.68 |
| Elko | 010-130-001 | 38N | 67E | 31 | Ptn 200' south of the CPRR centerline | 594.40 |
| Elko | 010-320-001 | 35N | 68E | 7 | All except 21.28 Ac conv to Western Pacific Railroad Co. less 45.33 to I-80 R/W | 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 R/W | 521.98 |
| Total Acres: | | | | | | 35,254.34 |

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

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 "3%" 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 "4%" line, which railroad rights of way were conveyed to Western Pacific Railway Company by Deed No. 126-F, dated November 27, 1908, and recorded February 19, 1909 in Book 31, Page 71, and Deed No. 188-F, dated June 30, 1910, and recorded September 10, 1910 in Book 32, Page 319, Deed Records, Elko County, Nevada.

Continued on next page

-2-

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 517, Deed Records, Elko County, Nevada.

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

Order No. 03012789

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

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

PARCEL 6:

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

- Section 1: That portion lying southeasterly of a line two hundred (200) feet southeasterly and parallel with the center line of Central Pacific Railway Company's railroad, as now constructed;
- Section 5: That portion lying southwesterly of a line two hundred (200) feet southwesterly and parallel with the center line of Central Pacific Railway Company's railroad, as now constructed;
- Section 9: NW1/4; S1/2;

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

- Section 11: That part lying southeasterly of a line two hundred (200) feet southeasterly and parallel with the center line of Central Pacific Railway Company's railroad as now constructed;
- Section 17: All;
- Section 19: All;

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

Continued on next page

Order No. 03012789

PARCEL 7:

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

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

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

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

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

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

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

PARCEL 8:

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

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

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

Section 1: All;
Section 11: All;

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

Continued on next page

Order No. 03012789

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

Section 13: All;

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

Section 15: All;

Section 23: All;

Section 25: All;

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

PARCEL 9:

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

Section 35: All;

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

PARCEL 10:

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

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

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

PARCEL 11:

Continued on next page

Order No. 03012789

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

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

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

PARCEL 12:

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

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

EXCEPTING AND RESERVING THEREFROM the following described land:

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

THENCE North 25°20' East, 486.81 feet;

THENCE South 64°40' East, 303.07 feet;

THENCE South 25°21' West, 140.51 feet;

THENCE South 64°40' East, 140.00 feet;

THENCE South 25°20' West, 346.30 feet;

THENCE North 64°40' West, 443.07 feet;

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

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 E. Thomas, his wife, in Deed recorded January 23, 1959 in Book 75, Page 376, Deed Records, Elko County, Nevada.

512358

3 72504

100779

43 512358
FEE 17 FILED
RECORDED

2003 DEC 30 PM 4:08

Stewart Title Co.
JERRY W. STEWART
LAND DEEDS

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

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

03012789

GRANT, BARGAIN, AND SALE DEED

THIS INDENTURE, made this 31st day of December, 2003, by and between NEVADA LAND AND RESOURCE COMPANY, LLC, a Delaware limited liability company ("NLRC"), Grantor, and BIG SPRING RANCH, L.L.C., a Nevada limited liability company, as to an undivided 75% interest and 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.

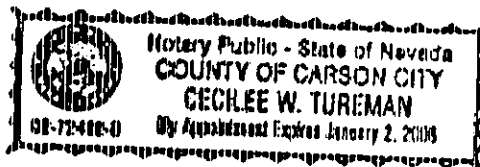
IN WITNESS WHEREOF, the Grantor has executed this conveyance the day and year first above written.

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.



Cecilee W. Tureman
NOTARY PUBLIC

EXHIBIT A

| County | APN # | Town | Range | Sec | Aliquot Parts | Acres |
|--------|-------------|------|-------|-----|--|--------|
| Elko | 009-530-001 | 34N | 66E | 1 | All except 0.23 Ac conv to WPR Co. | 640.17 |
| Elko | 009-530-001 | 34N | 66E | 11 | All | 640.00 |
| Elko | 010-090-001 | 34N | 67E | 5 | All | 638.08 |
| Elko | 010-090-001 | 34N | 67E | 7 | E/2 and ptn of W/2 east of the Nevada Northern Railroad as now constructed | 366.98 |

PARCEL 14:

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

Section 5: All;

Section 7: All;

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

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

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

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

PARCEL 15:

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

Section 1: All;

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

Section 11: ALL;

EXCEPTING FROM Parcel 15 all petroleum, oil, natural gas and products derived therefrom, lying in and under said land or that may be produced therefrom, as reserved by Southern Pacific Land Company in Deed recorded August 1, 1949 in Book 57, Page 126, Deed Records, Elko County, Nevada.

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

512359

3 72508

100783

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

**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

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,

CASE NO.: A511131
DEPT. NO.: XIII

10 Plaintiff,

11 v.

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

RELEASE OF LIS PENDENS

16 Defendants.

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

19 Counterclaimants,

DATE: N/A
TIME: N/A

20 v.

21 GHOLAMREZ ZANDIAN JAZI,

22 Counterdefendant.
23

24 WENDOVER PROJECT, LLC,

25 Counterclaimant,

26 v.

27 GHOLAMREZ ZANDIAN JAZI,

28 Counterdefendant.

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

6 1334.022860-JLR

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

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

12 DATED this _____ day of _____, 2006.

13 JOHN PETER LEE, LTD.

14 BY: _____

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

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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.

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

17 Defendants.

CASE NO.: A511131
DEPT. NO.: XIII

RELEASE OF LIS PENDENS

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

19 Counterclaimants,

20 v.

DATE: N/A
TIME: N/A

21 GHOLAMREZ ZANDIAN JAZI,

22 Counterdefendant.
23

24 WENDOVER PROJECT, LLC,

25 Counterclaimant,

26 v.

27 GHOLAMREZ ZANDIAN JAZI,

28 Counterdefendant.

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
 23
 24
 25
 26
 27
 28

JOHN PETER LEE, LTD.
 ATTORNEYS AT LAW
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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,

CASE NO.: A511131
DEPT. NO.: XIII

11 v.

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

RELEASE OF LIS PENDENS

16 Defendants.
17

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

19 Counterclaimants,
20

DATE: N/A
TIME: N/A

21 v.

22 GHOLAMREZ ZANDIAN JAZI,

23 Counterdefendant.
24

25 WENDOVER PROJECT, LLC,

26 Counterclaimant,
27

28 v.

GHOLAMREZ ZANDIAN JAZI,

Counterdefendant.

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

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

6 1334.022860-JLR

7 NOTICE is hereby given that the undersigned did, on the 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
23
24
25
26
27
28

JOHN PETER LEE, LTD.
ATTORNEYS AT LAW
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Telephone (702) 382-4044
Telecopier (702) 383-9950

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,)

CASE NO.: A511131

10 Plaintiff,)

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

28



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.



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Secretary of State
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Carson City, Nevada 89701-4201
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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.



DEAN HELLER
Secretary of State
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Carson City, Nevada 89701-4201
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Certificate of Resignation of Officer,
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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.

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

7 DISTRICT COURT

8 CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDIAN JAZI,)

10 Plaintiff,)

11 v.)

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

16 Defendants.)

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

19 Counterclaimants,)

20 v.)

21 GHOLAMREZ ZANDIAN JAZI,)

22 Counterdefendant.)

24 WENDOVER PROJECT, LLC,)

25 Counterclaimant,)

26 v.)

27 GHOLAMREZ ZANDIAN JAZI,)

28 Counterdefendant.)

CASE NO.: A511131
DEPT. NO.: XIII

RECEIPT

DATE: N/A
TIME: N/A

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

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

11
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28

MUTUAL RELEASE OF CLAIMS

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DATED the day above first written.

GHOLAMREZA ZANDIAN JAZI

RAY KOROGHLI, individually

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

WENDOVER PROJECT, LLC

BY: _____

NEVADA LAND & WATER RESOURCES, LLC

BY: _____

BIG SPRING RANCH, LLC

BY: _____

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

RECEIVED
MAR 02 2007
JOHN PETER LEE, LTD.

10 DISTRICT COURT

11 CLARK COUNTY, NEVADA

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

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 fhaile@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

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

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

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

19 Transfer of Wendover Project, LLC Interest: Zandian Jazi has agreed to waive or transfer
20 any interest that he has, if any, in the Wendover Project, LLC. Mr. Netzorg has argued that it is
21 incumbent upon Mr. Zandian Jazi to obtain signatures on waivers of rights of first refusal from
22 all members of the LLC. This was not part of the settlement agreement and the District Court
23 should be aware that the Defendants contested that Zandian Jazi even owned rights in the
24 Wendover Project, LLC at the time of the arbitration.
25
26

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

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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

12
13 Big Springs Ranch, LLC: As with the Wendover Project, LLC, Mr. Zandian Jazi will be
14 required to execute a transfer of interest and waiver of any interest of the Big Springs Ranch,
15 LLC, directly to: "Big Springs Ranch, LLC." He must also execute a waiver of right of first
16 refusal that he would have under that LLC. As stated with the Wendover Project, LLC, it is the
17 duty of the managing members of the Big Springs Ranch, LLC, to make an appropriate
18 distribution or allocation of this interest. The remaining managing members of the Big Springs
19 Ranch, LLC must either transfer the property as required by the operating agreement or obtain
20 whatever waivers of rights of first refusal that are necessary to make a transfer which they believe
21 are necessary.
22
23

24 **CONCLUSION:**

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

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SPECIAL COUNSEL
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LAS VEGAS, NEVADA 89102
PHONE (702) 457-5267 EMAIL fhaale@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 28th day of February, 2007.

11
12 By: 

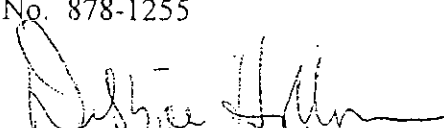
FLOYD A. HALE
2300 W. Sahara, #900
Las Vegas, NV 89102
Arbitrator

13
14
15
16 CERTIFICATE OF FACSIMILE AND MAIL

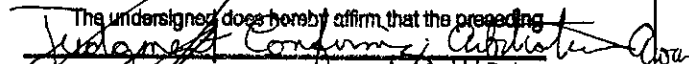
17 I hereby certify that on the 28th day of February, 2007, I faxed and mailed a true and
18 correct copy of the foregoing addressed to:

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

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

25
26
27 By: 
Employee of Jams

28
AFFIRMATION
Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding

filed in District Court case number 4511131
DOES NOT contain the social security number of any person.

Date 6/8/07

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

Exhibit 6

Exhibit 6

Exhibit 6

ORIGINAL

702

1 STIP
2 JOHN PETER LEE, LTD.
3 JOHN PETER LEE, ESQ.
4 Nevada Bar No. 001768
5 YVETTE R. FREEDMAN, ESQ.
6 Nevada Bar No. 008631
7 830 Las Vegas Boulevard South
8 Las Vegas, Nevada 89101
9 (702) 382-4044 Fax: (702) 383-9950
10 Attorneys for Plaintiff/Counterdefendant

Cliff
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)
14 Living Trust, WENDOVER PROJECT, LLC, a)
15 Nevada limited liability company; BIG SPRING)
16 RANCH, LLC, a Nevada limited liability company,)
17 and NEVADA LAND AND WATER)
18 RESOURCES, LLC, a Nevada limited liability)
19 company,)

STIPULATION FOR FINAL
RESOLUTION OF
LITIGATION

20 Defendants.)

21 RAY KOROGHLI, individually and FARIBORZ)
22 FRED SADRI, individually,)

23 Counterclaimants,)

DATE:
TIME:

24 GHOLAMREZA ZANDIAN JAZI,)

25 Counterdefendant.)

26 WENDOVER PROJECT, LLC,)

27 Counterclaimant,)

28 v.)

29 GHOLAMREZA ZANDIAN JAZI,)

30 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

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 ATTORNEYS AT LAW
 830 LAS VEGAS BOULEVARD SOUTH
 LAS VEGAS, NEVADA 89101
 Telephone (702) 382-4044
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3. It is to be further ordered by the Court that the four Lis Pendens heretofore recorded will be ordered released and discharged and of no further force and effect as of the date of the signing of the Court's order.

4. All bonds by any party shall be released by the Court's order.

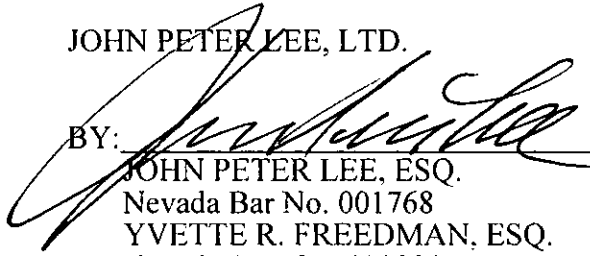
5. When all of the executory provisions of the Stipulation have been met and discharged, any party may apply for final dismissal of this action with prejudice provided, however, that no party may revive or relitigate any of the issues, the subject of these proceedings now, the arbitration or the subject of the appeal to the Supreme Court of Nevada. All such issues are determined, settled, resolved and dispensed with.

DATED this ___ day of June, 2008.

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

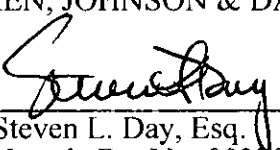
JOHN PETER LEE, LTD.

BY:


JOHN PETER LEE, ESQ.
Nevada Bar No. 001768
YVETTE R. FREEDMAN, ESQ.
Nevada Bar No. 009898
830 Las Vegas Boulevard South
Las Vegas, Nevada 89101
(702) 382-4044/ Fax (702) 383-9950

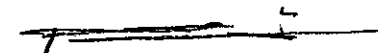
COHEN, JOHNSON & DAY

BY:

 6-24-08
Steven L. Day, Esq.
Nevada Bar No. 003708
1060 West Wigwam Parkway
Henderson, Nevada 89074

GHOLAMREZA ZANDIAN JAZI


RAY KOROGHLI, individually


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

JOHN PETER LEE, LTD.
ATTORNEYS AT LAW
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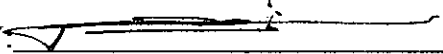
WENDOVER PROJECT, LLC

BY: 

Manager

BY: 

Manager

BY: 

Manager


BIG SPRING RANCH, LLC

BY: 

Manager

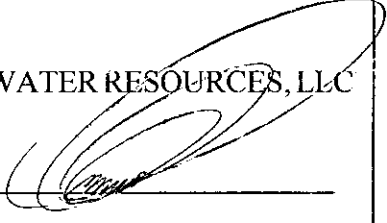
BY: 

Manager

BY: 

Manager


NEVADA LAND AND WATER RESOURCES, LLC

BY: 

Manager

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Manager

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SETTLEMENT AND MUTUAL RELEASE AGREEMENT

This Agreement is made and entered into this 17th 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,

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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

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between and amongst them that exist as of the date of this Settlement Agreement and Mutual Release. This Agreement is intended as a full and complete compromise of the various disputes between the parties hereto and should serve as a complete resolution thereof.

2. TERMS OF AGREEMENT

The parties hereby agree to the following terms and agree to perform any and all acts necessary, including signing necessary documents, to implement the following agreements:

2.1 Wendover Project, LLC

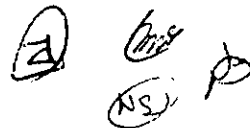
2.1.1 The Wendover Operating Agreement dated December 26, 2003 and signed on December 28, 2003, shall remain in full force and effect except as set forth in this Settlement Agreement and Mutual Release;

2.1.2 The acquisition price of the property presently held by Wendover Project, LLC ("Wendover"), shall be reduced by \$3 million to \$12 million, which reflects a withdrawal of the credit given to Zandian for the delivery of the Damen Shipyard stock. Sadri and Koroghli and ("Wendover") disavow any claim to that stock, and Zandian shall be free to pursue that stock from Pico Holdings;

2.1.3 The parties agree that only the Wendover's sale of +/- 32 acres to Peppermill Hotel & Casino is recognized, acknowledged and shall be given full force and effect;

2.1.4 Zandian, Sadri and Koroghli are and hereinafter shall be the managing members of Wendover. In that regard, the Wendover operating agreement shall be amended to require that any decision shall be made with advance written notice being given to all three managing members and a vote of two out of the three managing members being binding, each managing member shall have equal voting power. Any amendment to the Operating Agreement shall require a unanimous vote of all three managers;

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2.1.5 Zandian, Sadri and Koroghli, as managing members, shall each receive one-third (1/3) of the six percent (6%) brokerage fee, which would otherwise be received by Network Realty for any future sales or lease from the Wendover, LLC, excluding the prior sale to Peppermill.

2.1.6 Zandian, Koroghli and Sadri are and will hereinafter be deemed the managing members of Wendover Project LLC, with the right for each to receive one-third (1/3) of fifty percent (50%) of the net profit received from the sale, lease or development of any Wendover Project, LLC property. The net profit shall be calculated as follows:

- a. First priority is the repayment of all members' interests on a pro-rata basis, without interest;
- b. Second priority is repayment of closing costs, property taxes and development expenses related to ("Wendover"), including brokerage commissions;
- c. This will yield the net profit, Fifty Percent (50%) of which shall be distributed to all members, pro-rata on the amount of their investment, and the remaining Fifty Percent (50%) shall be distributed to Zandian, Koroghli and Sadri equally, one-third (1/3) each.

2.1.7 Zandian, Koroghli and Sadri Agreed that since all of ("Wendover") Members benefited from the reduction of ("Wendover") property acquisition costs, all legal fees paid or to be paid related to defend the above Litigation specified in Recital 1.7 shall be paid by Wendover Project LLC to the defense attorneys.


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2.2 Big Springs Ranch, LLC

2.2.1 Zandian, Sadri and Koroghli are and hereinafter shall be the managing members of Big Spring Ranch LLC. In that regard, Big Spring Ranch LLC operating agreement of December 26, 2003 and signed on December 28, 2003 shall be amended to require that any decision shall be made with advance written notice being given to all three managing members and a vote of two out of the three managing members being binding, each managing member shall have equal voting power. Any amendment to the Operating Agreement shall require a unanimous vote of all three managing members;

2.2.2 Proceeds from the sale, lease or other disposition of Big Springs Ranch property or assets shall be as follows:

- a. First priority is repayment of total purchase amount of Two Million Eight Hundred Thousand and 00/100 Cents (\$2,800,000) to be paid to contributors Sadri and Koroghli, Nine Hundred Thousand Dollars and 00/100 Cents (\$900,000) each without interest and other member, One Million Dollars and 00/100 Cents (\$1,000,000) without interest according to their initial investment;
- b. Second priority is to the payment of all property taxes, closing costs or development expenses related to Big Spring Ranch paid by Sadri and/or Koroghli, less any rent collected;
- c. The balance of any proceeds "net profit" shall be paid to Sadri and Zandian equally or Twenty-Six and Sixty Six percent 26.66% each; and to Koroghli Twenty Five Percent (25%); and to other member Twenty Percent (20%) per Unanimous Agreement of all three Managing Members

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signed and agreed with other member dated December 28, 2003 (Mr. Abrishami 20%, Mr. Sadri 26.666%, Mr. Zandian 26.666% and Mr. Koroghli 26.666%) further personal concession of Mr. Koroghli to other member One and Sixty Six Percent (1.66%) which brings the members interest to Twenty One and Sixty Six Percent (21.66%).

2.3 The Sparks 320 acres

2.3.1 320 acres of the property presently in Big Springs Ranch, LLC, APN 076-100-19 Washoe County shall be transferred to Zandian, Sadri and Koroghli as tenants in common in equal shares Thirty Three and One Third (33.33%) each;

2.3.2 The proceeds from the sale, lease or other disposition of the Sparks 320 acres shall be as follows:

1. First priority is to repayment of the initial investment of Forty Seven Thousand Five Hundred Dollars and 00/100 Cents (\$47,500) each to Koroghli and Sadri, without interest;
2. Second priority shall be to payment of property taxes, closing costs or any development expenses related to 320 acres paid by Sadri and/or Koroghli without interest;
3. The remaining proceeds shall be distributed equally one-third (1/3) each to Zandian, Koroghli and Sadri.

2.4 The Pah Rah Property

2.4.1 The property generally known to the parties as the Pah Rah Property, consisting of 4,485.76 acres in Washoe County with APN Nos. 079-150-09; 079-150-10; 079-150-13;

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084-040-02; 084-040-04; 084-040-06; 084-040-10; 084-130-07 and 084-140-17 is and shall remain owned by Zandian, Sadri and Koroghli equally as tenants in common.

2.4.2 On or before August 6, 2008, Koroghli shall pay Sadri the amount of Four Hundred Thousand Dollars and 00/100 Cents (\$400,000.00).

2.4.3 The proceeds from any sale of the Pah Rah Property shall be as follows:

- a. First priority is to pay Six Hundred Sixty Six Thousand Six Hundred Sixty Six Dollars and 67/100 Cents (\$666,666.67) to Sadri without interest and Three Hundred Thirty Three Thousand Three Hundred Thirty Three Dollars and 33/100 Cents (\$333,333.33) paid to Koroghli without interest;
- b. Second priority is repayment of any property taxes, closing costs, development costs or expenses (excluding foreclosure costs) paid by Sadri and/or Koroghli or to be paid by mutual unanimous agreement without interest;
- c. The remaining proceeds shall be distributed Thirty Two and One Half Percent (32.5%) to Zandian, Thirty Five Percent (35%) to Sadri and Thirty Two and One Half Percent (32.5%) to Koroghli.

2.4.4 The Promissory Note of August 3, 2003, in the amount of +/- \$333,956 by Zandian to Sadri and related deed of trust shall be and is hereby cancelled, void and satisfied in full.

2.5 The bond of \$250,000.00 posted by ("Wendover") in the Litigation shall be released and that amount paid to Zandian's attorney John Peter Lee, Ltd. on or before June 24, 2008 as full and complete satisfaction of the judgment and all legal costs owed by Zandian to John Peter Lee. Ltd. in all cases. Zandian shall therefore record a satisfaction of judgment.

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2.6 . Zandian has recorded a lis pendens against all properties identified in this Settlement Agreement and shall file a release of lis pendens against all said properties.

2.7 Zandian shall dismiss the Litigation with prejudice.

2.8 Sadri and Koroghli shall within 30 days of this Agreement but not later than July 31, 2008 provide to Zandian the following documentation relating to Wendover Project, LLC and Big Springs Ranch, LLC:

1. Profit, loss and balance sheet after May, 2004 to present;
2. Any written contracts for each under which any asset of the LLC is subject to sale or encumbrance;
3. Records reflecting all income and disbursements from any bank, including Bank of America and/or First National Bank, including the proceeds of the Peppermill sale and rent or lease payments;
4. An acknowledgement by Sadri and Koroghli that each of the aforementioned documents is true and correct of what it purports to be;
5. all records to be provided above shall be given to each individual party to this Agreement and shall be reviewed by each of them and must be approved, confirmed and accepted by majority of two of three Managing Members parties hereto;
6. Sadri and Koroghli shall amend the list of Members and must file the new list with Secretary of State and introduce Zandian's name and shall introduce Zandian's signature to the Banks.

2.9 Subject to the obligations set forth in this Settlement Agreement and Mutual Release, Sadri, Koroghli and Zandian hereby release each other, their past and present

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employees, agents, insurers, attorneys, corporations and any other representatives from any and all claims, demands, debts, liabilities, damages, causes of action of whatever kind or nature, which are known or unknown as of the date of this Settlement Agreement and Mutual Release.

3. ATTORNEYS= FEES

If any legal action or other proceeding is brought by any of the parties hereto to enforce this Settlement Agreement or to recover damages or equitable relief for a breach or threatened breach thereof, the prevailing party shall recover its costs, expert witness fees, consulting fees and reasonable attorneys= fees incurred in such action or proceeding, which amount shall be determined by the Court and not a jury.

4. ENTIRE AGREEMENT

All prior or contemporaneous understandings or agreements between the parties are merged into this Settlement Agreement, and it alone expresses the agreement of the parties. This Settlement Agreement may be modified only in writing, signed by all the parties hereto, and no term or provision may be waived except by such writing. There are no other agreements or representations, express or implied, either oral or in writing, between the parties concerning the subject matter of this Settlement Agreement, except as specifically set forth in this Settlement Agreement. The parties have been represented by counsel in connection with the preparation of this Settlement Agreement.

5. APPLICABLE LAW

This Settlement Agreement was drafted through the joint efforts of the parties through counsel, and shall not be read for or against any party to this Agreement on that account. This Settlement Agreement is intended to be enforced according to its written terms under the laws of the State of Nevada. There are no promises, or agreements or expectations of the parties unless otherwise

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stated in this Settlement Agreement. Venue for any action should be exclusively in the State of Nevada and Nevada Eighth Judicial District, Clark County Nevada.

When fully executed, this Agreement, by stipulation shall be presented to the District Court, Clark County, Nevada which entered a judgment in this matter described in this Agreement. The Stipulation shall request that the court approve the terms and conditions of this Agreement and order the parties to comply with the terms and provisions thereof, and in order to do so retain jurisdiction over the cause and the parties in Case No. A511131 entitled Zandian et al. v. Sadri & Koroghli , et al.

6. BENEFIT

This Settlement Agreement shall be binding upon and inure to the benefit of the parties, and each of them, their successors, assigns, personal representatives, agents, employees, directors, officers and servants; Sadri and Koroghli Agreed that Zandian may transfer his rights to his own family trust.

7. COUNTERPARTS

This Agreement may be executed in any number of counterparts and each counterpart executed by any of the undersigned together with all other counterparts so executed shall constitute a single instrument and agreement of the undersigned. Facsimile copies hereof and facsimile signatures hereon shall have the same force and effect as originals.

8. MUTUAL WARRANTIES

Each party to this Settlement Agreement warrants and represents to the other that they have not assigned or transferred to any person not a party hereto any claim or other released matter, or any part or portion thereof, and that each party has the authority to sign this Settlement

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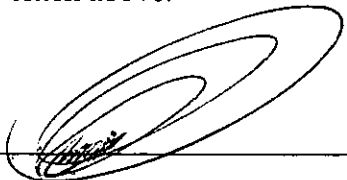

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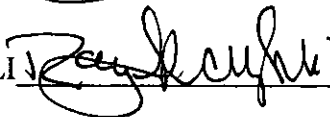

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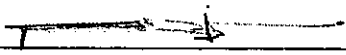
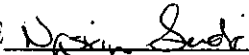
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Agreement, and each individual executing this Settlement Agreement on behalf of any entity or person specifically warrants that he or she has the authority to sign this Settlement Agreement; If any term of this Agreement or the application of any term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

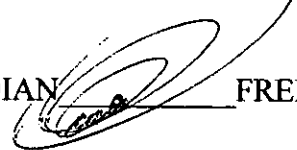
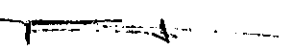
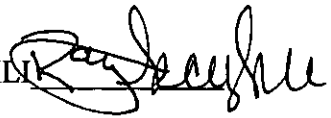
REZA ZANDIAN  WIFE 

RAY KOROGHLI  WIFE 


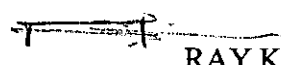

FRED SADRI  WIFE 

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 

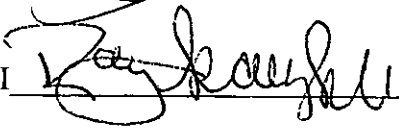
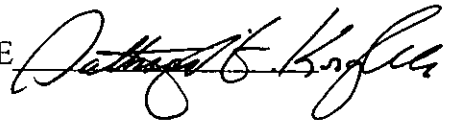
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Agreement, and each individual executing this Settlement Agreement on behalf of any entity or person specifically warrants that he or she has the authority to sign this Settlement Agreement; If any term of this Agreement or the application of any term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

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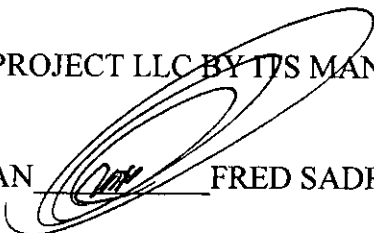
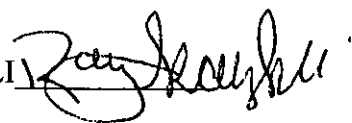
REZA ZANDIAN  WIFE _____

RAY KOROGHLI  WIFE 

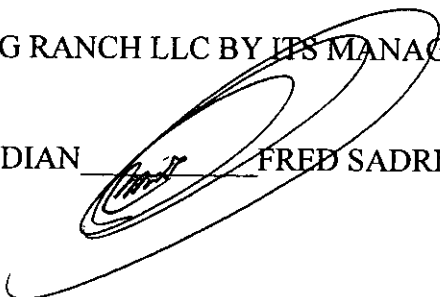
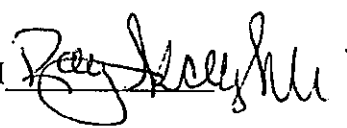
FRED SADRI _____ WIFE _____

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 

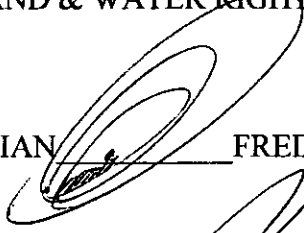
R. K



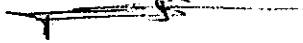
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NEVADA LAND & WATER RIGHTS LLC BY ITS MANAGING MEMBERS:

REZA ZANDIAN



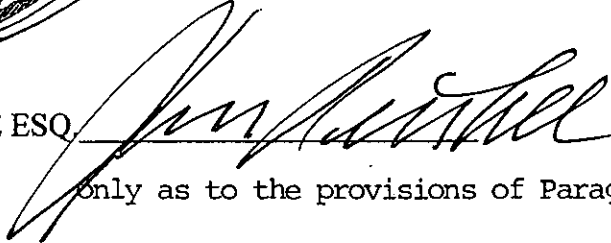
FRED SADRI



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:

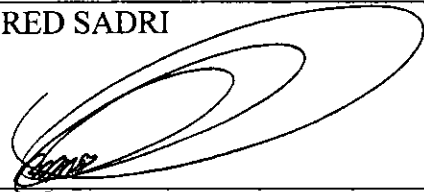
To: Mr. Fred Sadri & Star Living Trust
2827 South Monte Cristo Way
Las Vegas, NV 89117

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

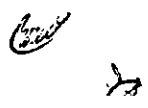
Date



RAY KOROGHLI

Date

6-19-08



NOTICES

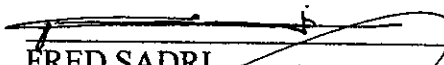
Pursuant to this Settlement Agreement dated June 17, 2008, all notices are to be sent to the following mailing addresses via certified mail:

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

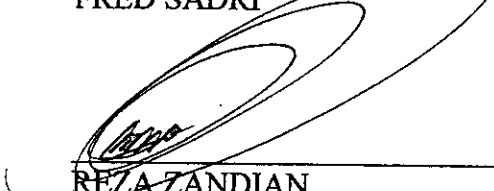
To: Mr. Ray Koroghli
3055 Via Sarafina Drive
Henderson, NV 89052

ACKNOWLEDGED BY:



FRED SADRI

JUNE 24 2008
Date



REZA ZANDIAN

6/19/08
Date



RAY KOROGHLI

6-19-08
Date

Exhibit 7

Exhibit 7

Exhibit 7

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.

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

EXHIBIT "A"

PARCEL A:

APN: 079-150-09

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

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

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

PARCEL B:

APN: 079-150-10

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

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

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

PARCEL C:

APN: 079-150-13

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

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

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

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

PARCEL D:

APN: 084-040-02

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

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

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

PARCEL E:

APN: 084-040-04

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

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

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

PARCEL F:

APN: 084-040-06

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

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

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

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

PARCEL G:

APN: 084-040-10

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

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

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

PARCEL H:

APN: 084-130-07

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

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

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

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

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

PARCEL I:

APN: 084-140-17

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

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

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

Exhibit 8

Exhibit 8

Exhibit 8

DOC # 677329

08/19/2013 11:53 AM

Official Record

Requested By
WATSON ROUNDS

Elko County - NV

D Mike Smiles - Recorder

Page 1 of 5 Fee \$18.00

Recorded By: ST RPTT

APN# _____

Recording Requested by and Return To:



677329

Name _____ WATSON ROUNDS

Address _____ 5371 Kietzke Lane

City/State/Zip _____ Reno, NV 89511

DEFAULT JUDGMENT

(Title of Document)

This cover page must be type or printed.



677329

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

REC'D & FILED
2013 JUN 24 PM 4: 12
ALAN GLOVER
C. ERVEN
 BY _____ CLERK
 DEPUTY

5
 6
 7 **In The First Judicial District Court of the State of Nevada**
 8 **In and for Carson City**

9 JED MARGOLIN, an individual,

10 Plaintiff,

11 vs.

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

19 Defendants.

Case No.: 090C00579 1B

Dept. No.: 1

DEFAULT JUDGMENT

20
 21 WHEREAS Plaintiff JED MARGOLIN filed an Amended Complaint in this action on
 22 August 11, 2011. On March 5, 2012, REZA ZANDIAN aka GOLAMREZA ZANDIANJAZI
 23 aka GHOLAM REZA ZANDIAN aka REZA JAZI aka J. REZA JAZI aka G. REZA JAZI aka
 24 GHONONREZA ZANDIAN JAZI ("Zandian") served a General Denial to the Amended
 25 Complaint. On March 13, 2012, OPTIMA TECHNOLOGY CORPORATION, a California
 26 corporation, OPTIMA TECHNOLOGY CORPORATION, a Nevada corporation, served a
 27 General Denial to the Amended Complaint.
 28



677329

08/19/2013
003 of 5

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

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

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

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

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

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

24 \\\n
 25 \\\n
 26 \\\n
 27 \\\n
 28 \\\n



677329

08/19/2013
005 of 5

CERTIFIED COPY

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

Date

July 26, 2013

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

By

[Signature]

Deputy

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



677329

08/19/2013
004 of 5

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

4
 5
 6 *James T. Brundall*
 DISTRICT COURT JUDGE

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Exhibit 9

Exhibit 9

Exhibit 9

APN# 084-130-07

Recording Requested by:

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

When Recorded Mail to:

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

Mail Tax Statement to:

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

DOC # 4456021

04/09/2015 11:23:36 AM
Requested By
WATSON ROUNDS
Washoe County Recorder
Lawrence R. Burtness - Recorder
Fee: \$18.00 RPTT: \$0.00
Page 1 of 2



(for Recorder's use only)

CERTIFICATE OF SALE
(Title of Document)

Please complete Affirmation Statement below:

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

-OR-

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

(State specific law)

[Signature]
Signature

OFFICE SUPPORT SPECIALIST
Title

STEVEN 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)

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

Jed Margolin, an individual,
PLAINTIFF,

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


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

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

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

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

CHUCK ALLEN, SHERIFF

By 
Sheriff's Authorized Agent
STEVEN WOOD

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

State of Nevada)
County of Washoe)

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


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

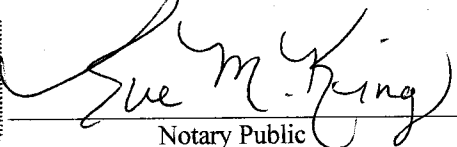

Notary Public

Exhibit 10

Exhibit 10

Exhibit 10

DOC # 4630134

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

APN: 084-130-07

Mail Tax Statements To:
Grantee at address stated below

When recorded, mail to:
Grantee at address stated below



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

(Rev. 1-31-2013)

SHERIFFS DEED UPON EXECUTION OF REAL PROPERTY
(NRS 21.220)

Grantor: Chuck Allen,
Sheriff of Washoe County

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

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

Recitals

WHEREAS:

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

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

4630134 Page 2 of 2 - 09/08/2016 04:39:43 PM

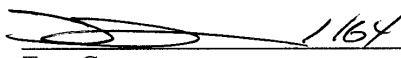
C. A Sheriff's Certificate of Sale of Property for the property was executed by an authorized agent of the Washoe County Sheriff and delivered on or about April 3, 2015 to the above named Grantee, and was recorded as Document 4456021 in the Official Records of Washoe County, Nevada, on April 9, 2015;

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

Conveyance

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

Executed this 2nd day of September, 2016.

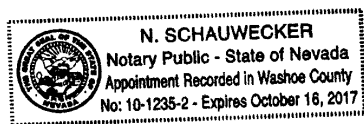


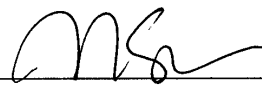
Tom Green,
Chief Deputy of Washoe County

State of Nevada)
)
County of Washoe)

Acknowledgement in representative capacity
(NRS 240.1665)

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





Notary Public

Exhibit 11

Exhibit 11

Exhibit 11

APN# 084-040-02

Recording Requested by:

Name: WASHOE COUNTY SHERIFF'S OFFICE

Address: 911 PARK BLVD

City/State/Zip: RENO, NV 89512

When Recorded Mail to:

Name: WASHOE COUNTY SHERIFF'S OFFICE

Address: 911 PARK BLVD

City/State/Zip: RENO, NV 89512

Mail Tax Statement to:

Name: JED MARGOLIN
C/O WATSON ROUNDS

Address: 5371 KIETZKE LANE

City/State/Zip: RENO, NV 89511

DOC # 4456032

04/09/2015 11:25:42 AM

Requested By

WATSON ROUNDS

Washoe County Recorder

Lawrence R. Burtness - Recorder

Fee: \$18.00 RPTT: \$0.00

Page 1 of 2



(for Recorder's use only)

CERTIFICATE OF SALE
(Title of Document)

Please complete Affirmation Statement below:

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

-OR-

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

(State specific law)

[Signature]
Signature

OFFICE SUPPORT SPECIALIST
Title

STEVEN WOOD
Printed Name

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

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

(Additional recording fee applies)

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

Jed Margolin, an individual,
PLAINTIFF,

V.

CASE NO. 090C005791B

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


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

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

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

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

CHUCK ALLEN, SHERIFF

By 
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: 92-2830-2 - Expires November 1, 2017


Notary Public

Exhibit 12

Exhibit 12

Exhibit 12

DOC # 4630133

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

APN: 084-040-02

Mail Tax Statements To:
Grantee at address stated below

When recorded, mail to:
Grantee at address stated below



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

(Rev. 1-31-2013)

SHERIFFS DEED UPON EXECUTION OF REAL PROPERTY
(NRS 21.220)

Grantor: Chuck Allen,
Sheriff of Washoe County

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

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

Recitals

WHEREAS:

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

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

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

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

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

Conveyance

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

Executed this 2nd day of September , 2016.

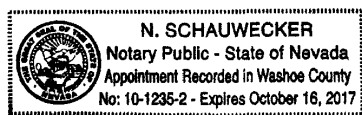



Tom Green,
Chief Deputy of Washoe County

State of Nevada)
)
County of Washoe)

Acknowledgement in representative capacity
(NRS 240.1665)

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





Notary Public

Exhibit 13

Exhibit 13

Exhibit 13

APN# 079-150-10

Recording Requested by:

Name: WASHOE COUNTY SHERIFF'S OFFICE

Address: 911 PARIZ BLVD

City/State/Zip: RENO, NV 89512

When Recorded Mail to:

Name: WASHOE COUNTY SHERIFF'S OFFICE

Address: 911 PARIZ 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 Golamreza Zandianjazi aka Gholam Reza Zandian aka Reza Jazi aka J. Reza Jazi aka G. Reza Jazi aka Ghononreza Zandian Jazi, an individual, DOE Companies 1-10, DOE Corporations 11-20, and DOE Individuals 21-30,
DEFENDANT,


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

APN: 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

Acknowledgement in representative capacity
(NRS 240.1665)

State of Nevada)
County of Washoe)

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


EVE M. KING
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 92-2830-2 - Expires November 1, 2017



Notary Public

Exhibit 14

Exhibit 14

Exhibit 14

DOC # 4630135

09/08/2016 04:43:26 PM

Requested By
BROWNSTEIN HYATT FARBER SCHRECK
Washoe County Recorder

Lawrence R. Burtness - Recorder

Fee: \$18.00 RPTT: \$20.50

Page 1 of 2

APN: 079-150-10

Mail Tax Statements To:
Grantee at address stated below

When recorded, mail to:
Grantee at address stated below



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

(Rev. 1-31-2013)

SHERIFFS DEED UPON EXECUTION OF REAL PROPERTY
(NRS 21.220)

Grantor: Chuck Allen,
Sheriff of Washoe County

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

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

Recitals

WHEREAS:

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

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

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

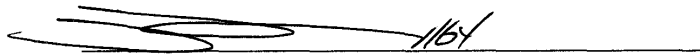
C. A Sheriff's Certificate of Sale of Property for the property was executed by an authorized agent of the Washoe County Sheriff and delivered on or about April 3, 2015 to the above named Grantee, and was recorded as Document 4456020 in the Official Records of Washoe County, Nevada, on April 9, 2015;

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

Conveyance

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

Executed this 2nd day of September , 2016.

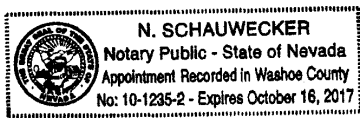


Tom Green,
Chief Deputy of Washoe County

State of Nevada)
)
County of Washoe)

Acknowledgement in representative capacity
(NRS 240.1665)

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


Notary Public