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7
8 **IN THE UNITED STATES BANKRUPTCY COURT**
FOR THE DISTRICT OF NEVADA
9

10 In Re JAZI GHOLAMREZA ZANDIAN,
11 Debtor.

Case No. BK-N-16-50644-BTB

Adversary No. 17-05016-BTB

12
13 FRED SADRI, AS TRUSTEE FOR THE
STAR LIVING TRUST, DATED APRIL
14 14, 1997; RAY KOROGHLI AND
SATHSOWI T. KOROGHLI, AS
15 MANAGING TRUSTEES FOR
KOROGHLI MANAGEMENT TRUST,

**ANSWER AND AFFIRMATIVE DEFENSES
OF JED MARGOLIN TO THE CROSS
CLAIMS OF PATRICK CANET**

16 Plaintiffs,

17 v.

18 JED MARGOLIN; JAZI GHOLAMREZA
19 ZANDIAN; and all other parties claiming
an interest in real properties described in
20 this action,

Defendants.

21 PATRICK CANET,
22

23 v.

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

1 PATRICK CANET,

2 v.

3 JED MARGOLIN.
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5
6 Defendant Jed Margolin, by and through his counsel of record, Adam McMillen, hereby
7 responds to the specific numbered paragraphs of Patrick Canet’s Cross Claims against Margolin,
8 as follows:¹

9 **ANSWER**

10 Answering the numbered paragraphs of the Cross Claims, Jed Margolin states as follows:

11 **PARTIES, JURISDICTION AND VENUE**

12 40. Margolin admits that he is a resident of Nevada.

13 41. Margolin admits that jurisdiction is proper and consents to entry of a final order or
14 judgment by the Bankruptcy Court.
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16 **GENERAL ALLEGATIONS**

17 42. Margolin denies that he filed a civil action against Zandian and Optima in the Ninth
18 Judicial District in December 2009. Margolin filed his civil action against Zandian and Optima in
19 the First Judicial District Court of Nevada in December 2009.

20 43. Margolin admits that in March 2011 a default judgment was entered against Zandian
21 and Optima in the First Judicial District Court of Nevada, that the default judgment was set aside,
22 that Margolin filed an amended complaint, and that the District Court allowed service of the
23 summons by publication.
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25 44. Margolin admits the allegations in ¶ 44.
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27 ¹ The other portions of Patrick Canet’s Answer, Counterclaims and Cross Claims are specifically denied as they do
28 not pertain to Margolin or Margolin does not have sufficient information or knowledge in order to admit or deny
those portions, unless otherwise noted herein.

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- 1 45. Margolin admits the allegations in ¶ 45.
- 2 46. Margolin admits the allegations in ¶ 46.
- 3 47. Margolin admits the allegations in ¶ 47.
- 4 48. Margolin admits the allegations in ¶ 48.
- 5 49. Margolin admits the allegations in ¶ 49.
- 6 50. Margolin admits the allegations in ¶ 50.
- 7 51. Margolin admits the allegations in ¶ 51.
- 8 52. Margolin admits the allegations in ¶ 52.
- 9 53. Margolin admits the allegations in ¶ 53.
- 10 54. Margolin admits the allegations in ¶ 54.
- 11 55. Margolin admits that on May 19, 2016, Canet filed his Chapter 15 Petition For
- 12 Recognition of Foreign Proceeding. Canet’s Petition was filed 16 days after Margolin filed his
- 13 *Motion to Void Deeds, Assign Property, For Writ of Execution and to Convey* in the First Judicial
- 14 District Court of Nevada on May 3, 2016. *See* Exhibit 1, *Motion to Void Deeds, Assign Property,*
- 15 *for Writ of Execution and to Convey*, filed 5/3/16 with the First Judicial District Court in Case
- 16 No. 09OC00579 1B. Margolin also notes that on June 3, 2016, Margolin’s motion was subjected
- 17 to an automatic stay due to Canet’s Chapter 15 Petition. *See* Exhibit 2, *Notice of Bankruptcy*
- 18 *Filing and Automatic Stay*, filed 6/3/16 with the First Judicial District Court, in Case No.
- 19 09OC00579 1B.
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- 23 56. Margolin admits that this Court granted Canet’s request for recognition of the foreign
- 24 proceeding in September 2016, but the hearing where Canet’s Chapter 15 Petition was granted
- 25 was held on September 6, 2016. Margolin notes that it was at the same hearing where Canet
- 26 promised the Court that if Canet’s Chapter 15 Petition were granted, he would file a Chapter 7
- 27 bankruptcy for Zandian. This has not been done.
- 28

1 57. Margolin admits the allegations contained in paragraph 57 of the complaint. A true
2 and correct copy of the Sheriff's Certificate of Sale of Property for APN 084-130-07 recorded in
3 the Washoe County Recorder's Office as Book and Instrument Number 4456021 is reproduced in
4 the Sadri/Koroghli Complaint as Exhibit 9 thereto.

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6 58. Margolin admits the allegations contained in paragraph 58 of the complaint. A true
7 and correct copy of the Sheriff's Deed Upon Execution of Real Property for APN 084-130-07
8 recorded in the Washoe County Recorder's Office as Book and Instrument Number 4630134 is
9 attached to Sadri/Koroghli Complaint as Exhibit 10 thereto.

10 59. Margolin admits the allegations contained in paragraph 59 of the complaint. A true
11 and correct copy of the Sheriff's Certificate of Sale of Property for APN 084-130-10 recorded in
12 the Washoe County Recorder's Office as Book and Instrument Number 4456020 is reproduced in
13 Sadri/Koroghli Complaint as Exhibit 13 thereto.

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15 60. Margolin admits the allegations contained in paragraph 60 of the complaint. A true
16 and correct copy of the Sheriff's Deed Upon Execution of Real Property for APN 084-130-10
17 recorded in the Washoe County Recorder's Office as Book and Instrument Number 4630135 is
18 attached to Sadri/Koroghli Complaint as Exhibit 14 thereto.

19 61. Margolin admits the allegations contained in paragraph 61 of the complaint. A true
20 and correct copy of the Sheriff's Certificate of Sale of Property for APN 084-040-02 recorded in
21 the Washoe County Recorder's Office as Book and Instrument Number 4456032 is reproduced in
22 Sadri/Koroghli Complaint as Exhibit 11 thereto.

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24 62. Margolin admits the allegations contained in paragraph 62 of the complaint. A true
25 and correct copy of the Sheriff's Deed Upon Execution of Real Property for APN 084-040-02
26 recorded in the Washoe County Recorder's Office as Book and Instrument Number 4630133 is
27 attached to Sadri/Koroghli Complaint as Exhibit 12 thereto.
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1 63. Margolin admits the allegations contained in paragraph 63 of the complaint. A true
 2 and correct copy of the Sheriff's Certificate of Sale of Property for APN 079-150-12 recorded in
 3 the Washoe County Recorder's Office as Book and Instrument Number 4456017 is reproduced in
 4 Margolin's Exhibits as Exhibit 3. Margolin notes that this property was not part of the
 5 Sadri/Koroghli Complaint.

6 64. Margolin admits the allegations contained in paragraph 64 of the complaint. A true
 7 and correct copy of the Sheriff's Deed Upon Execution of Real Property for APN 079-150-12
 8 recorded in the Washoe County Recorder's Office as Book and Instrument Number 4630125 is
 9 reproduced in Margolin's Exhibits as Exhibit 4. Margolin notes that this property was not part of
 10 the Sadri/Koroghli Complaint.

11 65. Margolin admits the allegations contained in paragraph 65 of the complaint. A true
 12 and correct copy of the Sheriff's Deed Upon Execution of Real Property for Clark County APN
 13 071-02000-005 recorded in the Clark County Recorder's Office as Book and Instrument Number
 14 2016-1019-0000379 is reproduced in Margolin's Exhibits as Exhibit 5. A true and correct copy
 15 of the Sheriff's Deed Upon Execution of Real Property for Clark County APN 071-02000-013
 16 recorded in the Clark County Recorder's Office as Book and Instrument Number 2016-1019-
 17 0000378 is reproduced in Margolin's Exhibits as Exhibit 6. Margolin notes that these properties
 18 were not part of the Sadri/Koroghli Complaint.
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FIRST CROSS CLAIM

22
 23 **United Nations Commission on International Trade (UNCITRAL), Articles 21, 22 and 23,**
 24 **11 U.S.C. §§ 1520, 1507 and 1521(a), Article L.632-1, French Commercial Code²**

25 66. Paragraph 66 is an incorporation paragraph that is neither admitted nor denied.

26 67. Margolin denies the allegations of paragraph 67 of the Crossclaim.

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 28 ² Margolin denies the applicability of UNCITRAL and the French Commercial Code. Margolin
 also denies 11 U.S.C. §§ 1520, 1507 and 1521(a) provide the relief Canet is demanding.

1 68. Margolin denies the allegations of paragraph 68 of the Crossclaim.

2 69. Margolin denies the allegations of paragraph 69 of the Crossclaim.

3 **SECOND CROSS CLAIM**

4 **United Nations Commission on International Trade (UNCITRAL), Articles 21, 22 and 23,**
5 **11 U.S.C. §§ 362(a), 1520(a), 1507 and 1521(a), Article L.632-1, French Commercial Code³**

6 70. Paragraph 70 is an incorporation paragraph that is neither admitted nor denied.

7 71. Margolin denies the allegations of paragraph 71 of the Crossclaim.

8 **AFFIRMATIVE DEFENSES**

9 Margolin asserts the following affirmative defenses, reserving the right to assert additional
10 defenses when and if they become appropriate.

11 **I. Introduction**

12 **A.** Margolin promptly recorded his June 24, 2013 Judgment against Zandian in the
13 various Nevada counties where Zandian was known to own property, including Washoe County
14 and Clark County. *See* Exhibit 8. Of particular relevance here is Washoe County Document
15 4269631 recorded 8/16/2013 and Clark County Document 201308200001370 recorded
16 08/20/2013. *Id.* On the other hand, Canet failed to record his 1998 French Judgment in Nevada.
17 A search of the databases of the relevant County Recorders in Nevada shows nothing recorded by
18 Canet. *See* Exhibit 12. Apparently, Canet did nothing with his foreign judgment for 18 years
19 before attempting to bring it to Nevada. He might have been able to seize Zandian’s Nevada
20 property and assets under NRS 17.700 - 17.790, the RECOGNITION OF FOREIGN-COUNTRY
21 MONEY JUDGMENTS (UNIFORM ACT). However, under NRS 17.800, there is a 15 year
22 Statute of Limitations on such actions and Canet missed it. As a result, the lien created by
23 Margolin’s Judgment should take priority over Canet’s.
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27 _____
28 ³ Margolin denies the applicability of UNCITRAL and the French Commercial Code. Margolin also denies 11 U.S.C. §§ 362(a), 1520, 1507 and 1521(a) provide the relief Canet is demanding.

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1 B. Canet does not have standing to answer the Sadri/Koroghli Adversary Complaint
2 because he is not named in the Adversary Complaint. Even if Canet did have standing, his
3 *Answer* is untimely.

4 C. The property.

5 1. Margolin obtained his Default Judgment against Zandian on June 24, 2013 in
6 the First Judicial District Court of Nevada after Zandian’s first attorney (Mr. John Peter Lee)
7 withdrew from the case. Zandian’s second attorney (Mr. Johnathon Fayeghi), moved to have the
8 Judgment set aside. His motion was denied and he withdrew from the case. Zandian’s third
9 attorney (Mr. Jason Woodbury of Kaempfer Crowell) filed several appeals with the Nevada
10 Supreme Court, which affirmed the Default Judgment. See Exhibit 18, Nevada Supreme Court
11 Order of Affirmance, Case Nos. 65205 and 65960. Subsequently, Kaempfer Crowell withdrew
12 from the case, saying: “In this case, Defendant has not only substantially failed to fulfill his
13 obligations to Kaempfer Crowell regarding its services, but also insists upon taking action that the
14 lawyer considers to be repugnant or with which the lawyer has a fundamental disagreement.” See
15 Exhibit 28, Motion to Withdraw as Counsel filed by Kaempfer Crowell with the First Judicial
16 District Court of Nevada, Case No.090C099679 1B. In addition, Zandian, after refusing to
17 comply with an Order Granting Plaintiff’s Motion For Debtor’s Examination and to Produce
18 Documents, was ordered to appear at a hearing to Show Cause why he should not be held in
19 Contempt of Court. Zandian failed to appear so the Court issued a warrant for his arrest. See
20 Exhibit 29.

21 2. During his appeals related to the Default Judgment, Zandian recorded
22 fraudulent conveyances of his property in the various Nevada counties where he owned property
23 in violation of NRS 112.180(1)(a). See Exhibit 1 (*Motion to Void Deeds, Assign Property, For*
24 *Writ of Execution and to Convey* (“Motion to Void Deeds”).
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1 3. Because Zandian had refused to post a supersedeas bond for his appeals,
2 Margolin obtained a Writ of Execution. *See* Exhibit 19, Order Re: Writ of Execution issued by
3 the First Judicial District Court of Nevada, filed 8/18/2014. In December 2014, Margolin
4 obtained Writs of Execution against some of Zandian's properties. *See* Exhibit 20, Writ of
5 Execution to the Clark County Sheriff, issued by the First Judicial District Court of Nevada, dated
6 9/5/2014 and Exhibit 21, Writ of Execution to the Washoe County Sheriff, issued by the First
7 Judicial District Court of Nevada, dated 9/10/2014. The Clark County Sheriff auctioned
8 Zandian's property in Clark County on December 9, 2014. The properties were APN 071-02000-
9 005 and APN 071-02000-013. *See* Exhibit 22, Clark County Sheriff's Certificate of Sale of Real
10 Property for APN 071-02000-005, filed 1/8/2015 and Exhibit 23, Clark County Sheriff's
11 Certificate of Sale of Real Property for APN 071-02000-013, filed 1/8/2015. The Washoe
12 County Sheriff auctioned the following Zandian properties on April 3, 2015:

- 15 • Washoe County APN 079-150-12 - *See* Exhibit 24, Washoe County Sheriff Certificate of
16 Sale for APN 079-150-12, recorded 04/09/2015
- 17 • Washoe County APN 079-150-10 - *See* Exhibit 25, Washoe County Sheriff Certificate of
18 Sale for APN 079-150-10, recorded 04/09/2015
- 19 • Washoe County APN 084-040-02 - *See* Exhibit 26, Washoe County Sheriff Certificate of
20 Sale for APN 084-040-02, recorded 04/09/2015
- 21 • Washoe County APN 084-130-07 - *See* Exhibit 27, Washoe County Sheriff Certificate of
22 Sale for APN 084-130-07, recorded 04/09/2015

24 Margolin was the only bidder and he purchased the properties. Other bidders could have been
25 scared away by Zandian's fraudulent conveyances. The auctions were held more than a year
26 before Canet filed his Chapter 15 Petition. The Clark County and Washoe County Sheriffs'
27 offices both issued Certificates of Sale for the above referenced properties. At that point Zandian
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1 no longer owned the properties. They were subject to Zandian having the right of redemption for
2 one year.

3 4. Three of the properties in Washoe County (APN 079-150-10, APN 084-040-
4 02, and APN 084-130-07) that Margolin bought at public auction were the subject of the
5 *Judgment Confirming Arbitration Award* that was duly recorded in Washoe County. That came
6 as a result of a lawsuit that Zandian brought against his partners Sadri and Koroghli in Clark
7 County. The *Judgment Confirming Arbitration Award* provided, among other things, that
8 Zandian would receive the nine Pahrah properties free and clear and in return Zandian's interest
9 in Wendover Project LLC would be extinguished. Three of the properties that Margolin bought
10 were among the nine Pahrah properties. At some point after the *Judgment Confirming*
11 *Arbitration Award*, Sadri, Koroghli, and Zandian came up with the *Settlement And Mutual*
12 *Release Agreement* ("Settlement Agreement"). The Settlement Agreement was **not** recorded in
13 Washoe County and is therefore void as to Margolin's bona fide purchases for value. *See Nevada*
14 *NRS 111.325.*

15 5. All of the Sheriff sales took place more than a year before Canet's Chapter 15
16 Petition was filed. Zandian's right of redemption expired before Canet's Chapter 15 Petition was
17 filed. The Sheriffs' Deeds were mere formalities and were proper under Nevada law. They are
18 not subject to the 11 U.S.C. § 362 automatic stay.

19 6. To rescind these lawful sales now would be contrary to law and highly
20 prejudicial to Margolin and would go against public policy regarding the recording of the
21 ownership of (and liens on) property. No one would know if the property they had lawfully
22 purchased would be taken away from them years later by a surprise claim such as Canet's.

23 D. Canet's Chapter 15 Petition could be contrary to 31 CFR §560 and Executive Order
24 13599 and possibly a fraud upon the Court.

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1. Although most of the sanctions against Iran were lifted more than a year ago:

a. It is still illegal to send money to the Government of Iran. *See* Exhibit 13 (Paragraph A.3), Frequently Asked Questions Relating to the Lifting of Certain U.S. Sanctions Under the Joint Comprehensive Plan of Action (JCPOA) on Implementation Day, downloaded on or after October 7, 2017 from https://www.treasury.gov/resource-center/sanctions/Programs/Documents/jcpoa_faqs.pdf.

b. Bank Melli of Iran is considered the same as the Government of Iran. *See* 31 CFR §560.304; Executive Order 13599 List (lists Bank Melli as an entity to be considered the same as the Government of Iran); Exhibit 14 (Excerpt from the list referred to in Executive Order 13599 List, which lists Bank Melli as an entity to be considered the same as the Government of Iran); the full list is at www.treasury.gov/resource-center/sanctions/Programs/Pages/13599_list.aspx.

c. The 1998 French Judgment against Zandian was for up to 20M francs. Most of it (19M francs, about 95%) was for the benefit of Bank Melli. *See* Exhibit 16, Document 2002L00750 from the French Court (7/20/2006) p. 6, STATEMENT AND CONDITIONS OF THE APPLICANT TO THE OPPOSITION.

2. At some point the French Court must have restated the 20M franc judgment against Zandian in euros. There is a document in the French Court’s files dated April 3, 2001 that states the total amount of the judgment against Zandian is 3,048,980.34 Euros [3 048 980,34 EUR]. *See* Exhibit 15, Document from the French Court (3/4/2001). Other documents from the French Court show that Canet

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has already collected at least 450,000 euros from Zandian.

a. Canet sold a property belonging to Zandian at 23 Louis Poney Street, in Puteaux, France for 300,000 euros;

b. Zandian also paid Canet 150,000 euros; and

c. The debt to Bank Melli had not been definitely approved as of 2011.

See Exhibit 17, Document 2011L00791 from the French Court

(11/28/2011), STATEMENT AND CONCLUSIONS OF MR. ZANDIAN JAZI.

Canet has not produced any evidence that Bank Melli’s claim was ever approved by the French Court. If the French Court has approved Bank Melli’s claim then Canet could be violating 31 CFR §560 and Executive Order 13599. If the French Court has not approved Bank Melli’s claim, then Canet could be committing fraud upon this Court by attempting to collect a French Judgment that has already been paid.

E. At the September 6, 2016 hearing, Canet promised that if his Chapter 15 Petition was granted, he would file a Chapter 7 bankruptcy for Zandian, either a voluntary Chapter 7 or an involuntary Chapter 7. At that hearing the Court granted Hartman’s Chapter 15 Petition. Canet has not filed Chapter 7 for Zandian.

F. Canet left out a few important events in the case.

1. Margolin filed his Motion to Void Deeds in the First Judicial District Court of Nevada on May 3, 2016. *See* Exhibit 1. The purpose of the Motion to Void Deeds was, in part, to void the fraudulent deeds that Zandian had recorded. Zandian did not oppose the motion.

2. Instead, Canet filed his *Chapter 15 Petition For Recognition of Foreign Proceeding* on May 19, 2016, only 16 days later.

1 3. On June 3, 2016, Margolin’s Motion to Void Deeds was subjected to an
2 automatic stay due to Canet’s Chapter 15 Petition. *See* Exhibit 2, Notice of Bankruptcy Filing
3 and Automatic Stay, filed 6/3/16 with the First Judicial District Court, in Case No. 09OC00579
4 1B.

5 G. Canet has not provided any evidence that Zandian is or was insolvent. However,
6 there is evidence that Zandian might not be insolvent. While the Settlement Agreement does not
7 apply to the Pahrah properties (because it was not recorded in Washoe County), it does apply to
8 the Big Spring Ranch LLC and Wendover Project LLC properties as Sadri/Koroghli say it does.
9 The settlement of the Fronteer Development lawsuit was for \$12M and was recorded in Elko
10 County. *See* Exhibit 30, Grant, Bargain and Sale Deed, recorded on 8/19/2010 with the Elko
11 County Recorder, as Document No. 629773. Zandian would have received a percentage of that
12 because he signed the agreement as “Manager”. *See id.* at p. 2. It should have come to several
13 million dollars. Also, Zandian has withdrawn from several LLCs that own valuable property in
14 Nevada. He presumably received some money or other consideration to cash out of those entities.
15 Zandian did this after Margolin’s Judgment (June 2013), seemingly in order to hide assets in
16 violation of NRS 112.180. In addition, Sparks Village LLC owns Washoe County APN 084-140-
17 11 (219.712 Acres). The Washoe County Assessor shows it as having been purchased in 2005 for
18 \$750,000. *See* Exhibit 31, Real Property Assessment Data for Sparks Village LLC. This is a
19 valuable property because it is next to Interstate 80 just West of Fernley and Wadsworth. The
20 Nevada Secretary of State’s database shows Zandian resigned as a member on 3/27/2015. *See*
21 Exhibit 32, Zandian Certificate of Resignation as Manager of Sparks Village LLC, dated
22 3/27/2015. Therefore, Zandian withdrew after Margolin’s Judgment (June 2013) and presumably
23 received some money or other consideration. The remaining member (and registered agent) of
24 Sparks Village is Sean S. Fayeghi. *See* Exhibit 33, NV SOS Entity Details re Sparks Village,
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1 LLC. In Margolin's case against Zandian in the First Judicial District Court of Nevada, Zandian
2 refused to provide his financial records even though it resulted in a warrant being issued for
3 Zandian's arrest. Canet had the opportunity of going after Zandian's Nevada assets under Nevada
4 NRS 17.700 - 17.790. He also had the opportunity of going after whatever assets Zandian had
5 (and might still have) in California under California Code of Civil Procedure Section 1713-1724.
6 This case does not belong in U.S. Bankruptcy Court if Zandian is not bankrupt.
7

8 **H.** In Canet's FIRST CROSS CLAIM he cites as authorities: United Nations Commission
9 on International Trade (UNCITRAL), Articles 21, 22 and 23, 11 U.S.C. §§ 1520, 1507 and
10 1521(a), Article L.632-1, French Commercial Code.

11 **1.** The United Nations Commission on International Trade (UNCITRAL),
12 Articles 21, 22 and 23 are about arbitration. *See* Exhibit 9, United Nations Commission on
13 International Trade (UNCITRAL), Articles 21, 22 and 23 Downloaded 8/11/2017 from:
14 <https://www.uncitral.org/pdf/english/texts/arbitration/arb-rules/arb-rules.pdf>. There is nothing in
15 this case that mandates arbitration. Canet has not asked for arbitration.
16

17 **2.** Article L.632-1, French Commercial Code appears to apply to debtor
18 companies. *See* Exhibit 10 (English translation), the translation of Article L.632-1 of the French
19 Commercial Code; Exhibit 11 (French), the original French for L632-1. This does not apply to
20 Margolin or Sadri/Koroghli. Indeed, it seems to nullify some of the actions that Zandian has
21 engaged in, including recording fraudulent conveyances in several Nevada counties where he
22 owned property. *See* Exhibit 7, exhibits from Motion to Void Deeds, Assign Property, for Writ of
23 Execution and to Convey.
24

25 **3.** 11 U.S.C. §§ 1520, 1507 and 1521(a): The relief that Canet is requesting is at
26 the discretion of the Court and must also protect the interests of the creditors. Margolin is a major
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1 Zandian creditor. The evidence shows Margolin’s interests in Zandian’s assets take priority over
2 Canet’s interest and Canet does not have any legal rights to Zandian’s Nevada assets.

3 **First Affirmative Defense**

4 To the extent applicable, Margolin hereby incorporates by reference all affirmative
5 defenses set forth in Rule 8(c) of the Federal Rules of Civil Procedure, made applicable to this
6 Adversary Proceeding pursuant to Rule 7008 of the Federal Rules of Bankruptcy Procedure.

7 **Second Affirmative Defense**

8 The Cross Claims fail to state a claim upon which relief can be granted.

9 **Third Affirmative Defense**

10 The Cross Claims and their claims for relief therein, are barred by the doctrine of estoppel.

11 **Fourth Affirmative Defense**

12 Canet, by their own conduct or the conduct of their predecessors in interest, have waived
13 their claims asserted in the Cross Claims.

14 **Fifth Affirmative Defense**

15 The causes of action in the Cross Claims are barred, in whole or in part, because they are
16 not supported by the material facts necessary to establish the claims.

17 **Sixth Affirmative Defense**

18 The causes of action in the Cross Claims are barred, in whole or in part, by the statute of
19 limitations.

20 **Seventh Affirmative Defense**

21 Margolin reserves the right to amend its answer to correct and add defenses as further
22 information regarding the Plaintiffs’ claims becomes available to it through the course of
23 discovery or otherwise.

24 \\\

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REQUEST

Wherefore, Defendant Margolin requests for judgment as follows:

- 1.** That the FIRST CROSS CLAIM against Margolin be denied entirely;
- 2.** That the SECOND CROSS CLAIM against Margolin be denied entirely;
- 3.** That Canet’s Chapter 15 Petition be dismissed with prejudice;
- 4.** That Canet’s Answer, Counterclaims and Cross Claims be stricken in their entirety;
- 5.** That the County Recorders of the Nevada Counties in the following list be ordered to

void Zandian’s fraudulent conveyances in the following list:

Washoe County	Document 4335754 recorded 03/18/2014	APN 079-150-12
Washoe County	Document 4335755 recorded 03/18/2014	APNs 079-150-09, 079-150-10, 079-150-13, 084-040-02, 084-040-04, 084-040-06, 084-040-10, 084-130-07, and 084-140-17
Clark County	Document 20140530-0001037 recorded 05/30/2014	APN 071-02000-005
Clark County	Document 20140530-0001038 recorded 05/30/2014	APN 071-02000-013
Churchill County	Document 439670 recorded 03/18/2014	APN 007-151-12
Churchill County	Document 439671 recorded 03/18/2014	APN 007-151-77
Churchill County	Document 439672 recorded 03/18/2014	APN 009-33-104
Elko County	Document 684351 recorded 03/17/2014	APN 001-660-034
Lyon County	Document 521531 recorded 05/21/2014	APNs 015-311-18/015-311-19
Lyon County	Document 521532 recorded 05/21/2014	APNs 006-052-04, 006-052-05, and 006-052-06
Lyon County	Document 521533 recorded 05/21/2014	APN 015-311-02

6. Declare that the unrecorded Sadri/Koroghli/Zandian Stipulated Settlement shall have no effect on the Washoe County properties listed in the Stipulated Settlement and that the Judgment Confirming Arbitration Award (recorded in Washoe County as Document #3547263) shall be the controlling document over the Washoe County properties as to subsequent bona fide

1 purchasers for value.

2 7. Declare that as the result of auctions lawfully held in Clark County and in Washoe
3 County, Jed Margolin is the lawful owner, having 100% interest free and clear in the following
4 properties:

5 a. Clark County APN 071-02000-005 and APN 071-02000-013;

6 b. Washoe County APN 079-150-12, APN 079-150-10, APN 084-130-07, and
7 APN 084-040-02.
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9 8. For attorney’s fees;

10 9. For costs incurred herein; and

11 10. For any and all further relief deemed appropriate by this Court.

12 DATED: August 18, 2017.

BROWNSTEIN HYATT FARBER SCHRECK, LLP

13 /s/ Adam P. McMillen

14 Adam P. McMillen, Esq.

15 Nevada Bar No. 10678

16 5371 Kietzke Lane

17 Reno, Nevada 89511

18 *Attorneys for Defendant Jed Margolin*
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CERTIFICATE OF SERVICE

Pursuant to Fed. R. Civ. P. 5(b), I certify that I am an employee of BROWNSTEIN HYATT FARBER SCHRECK, LLP, and on this 18th day of August, 2017, I served the document entitled **ANSWER AND AFFIRMATIVE DEFENSES OF JED MARGOLIN TO THE CROSS CLAIMS OF PATRICK CANET** on the parties listed below via the following:

Dana Jonathon Nitz, Esq.
Yanxiong Li, Esq.
7785 W. Sahara Ave., Suite 200
Las Vegas, NV 89117
Attorneys for Plaintiffs
Fred Sadri, as Trustee for The Star Living Trust, dated April 14, 1997; Ray Koroghli and Sathsowi T. Koroghli, as Managing Trustees for Koroghli Management Trust

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

VIA FIRST CLASS U.S. MAIL: by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail at Reno, Nevada for delivery to the foregoing.

/s/ Nancy R. Lindsley
Employee of Brownstein Hyatt
Farber Schreck, LLP

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EXHIBIT LIST

EXHIBIT NO.	DESCRIPTION	PAGE(S)
1	Motion to Void Deeds, Assign Property, for Writ of Execution and to Convey, filed 5/3/16 with the First Judicial District Court in Case No. 09OC00579 1B	303
2	Notice of Bankruptcy Filing and Automatic Stay, filed 6/3/16 with the First Judicial District Court, in Case No. 09OC00579 1B	3
3	Sheriff’s Certificate of Sale, Washoe County APN 079-150-12, as recorded with the Washoe County Recorder’s Office on 4/9/2015 as Document No. 4456017	3
4	Sheriff’s Deed Upon Execution of Real Property for APN 079-150-12 recorded in the Washoe County Recorder’s Office as Book and Instrument Number 4630125, recorded 9/8/2016	4
5	Sheriff’s Deed Upon Execution of Real Property for Clark County APN 071-02000-005 recorded in the Clark County Recorder’s Office as Book and Instrument Number 2016-1019-0000379, recorded 10/19/2016	6
6	Sheriff’s Deed Upon Execution of Real Property for Clark County APN 071-02000-013 recorded in the Clark County Recorder’s Office as Book and Instrument Number 2016-1019-0000378, recorded 10/19/2016	6
7	Zandian’s recorded fraudulent conveyances in several Nevada counties (Exhibits from Motion to Void Deeds, Assign Property, for Writ of Execution and to Convey)	53
8	Default Judgment - Margolin’s Judgment against Zandian as recorded in the following Nevada Counties:	26
	Washoe County Document 4269631 8/16/2013	
	Clark County Document 201308200001370 8/20/2013	
	Lyon County Document 511155 8/16/2013	
	Churchill County Document 436437 8/16/2013	
	Elko County Document 677329 8/19/2013	
9	United Nations Commission on International Trade (UNCITRAL), Articles 21, 22 and 23 Downloaded 8/11/2017 from: https://www.unitral.org/pdf/english/texts/arbitration/art-rules/arb-rules.pdf	27
10	The translation of Article L.632-1 of the French Commercial Code.	6

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- 1 Downloaded 8/11/2017 as part of a much larger document (772
- 2 pages) containing all of the French Commercial Codes from:
- 3 [https://www.legifrance.gouv.fr/Media/Traductions/English-](https://www.legifrance.gouv.fr/Media/Traductions/English-en/code_commerce_part_L_EN_20130701)
- 4 [en/code_commerce_part_L_EN_20130701](https://www.legifrance.gouv.fr/Media/Traductions/English-en/code_commerce_part_L_EN_20130701)
- 5 Legifrance is the French government entity responsible for
- 6 publishing legal texts
- 7 online. <https://www.legifrance.gouv.fr/Traductions/en-English>
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- 11 11 The original French for L632-1 Downloaded 8/11/2017 from: 3
- 12 [https://www.legifrance.gouv.fr/affichCode.do;jsessionid=CC4339D2](https://www.legifrance.gouv.fr/affichCode.do;jsessionid=CC4339D25DFA59D54DB206BE5A5EAA7C.tpdila18v_3?idSectionTA=LEGI)
- 13 [5DFA59D54DB206BE5A5EAA7C.tpdila18v_3?idSectionTA=LEGI](https://www.legifrance.gouv.fr/affichCode.do;jsessionid=CC4339D25DFA59D54DB206BE5A5EAA7C.tpdila18v_3?idSectionTA=LEGI)
- 14 [SCTA000006146112&cidTexte=LEGITEXT000005634379&dateTe](https://www.legifrance.gouv.fr/affichCode.do;jsessionid=CC4339D25DFA59D54DB206BE5A5EAA7C.tpdila18v_3?idSectionTA=LEGI)
- 15 [xte=20130701](https://www.legifrance.gouv.fr/affichCode.do;jsessionid=CC4339D25DFA59D54DB206BE5A5EAA7C.tpdila18v_3?idSectionTA=LEGI)
- 16 Legifrance is the French government entity responsible for
- 17 publishing legal texts online.
- 18 <https://www.legifrance.gouv.fr/Traductions/en-English>
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- 11 12 A search of the databases of the relevant County Recorders in June 8
- 12 16, 2016 shows nothing recorded by Canet
- 13 13 **Frequently Asked Questions Relating to the Lifting of Certain 46**
- 14 **U.S. Sanctions Under the Joint Comprehensive Plan of Action**
- 15 **(JCPOA) on Implementation Day** downloaded on or after October
- 16 7, 2017 from [https://www.treasury.gov/resource-](https://www.treasury.gov/resource-center/sanctions/Programs/Documents/jcpoa_faqs.pdf)
- 17 [center/sanctions/Programs/Documents/jcpoa_faqs.pdf](https://www.treasury.gov/resource-center/sanctions/Programs/Documents/jcpoa_faqs.pdf)
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- 14 14 Excerpt from the list referred to in Executive Order 13599 List which 3
- 15 lists Bank Melli as an entity to be considered the same as the
- 16 Government of Iran. From OFAC’s Web site; The full list is at
- 17 [www.treasury.gov/resource-](http://www.treasury.gov/resource-center/sanctions/Programs/Pages/13599_list.aspx)
- 18 [center/sanctions/Programs/Pages/13599_list.aspx](http://www.treasury.gov/resource-center/sanctions/Programs/Pages/13599_list.aspx)
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- 15 15 Document from the French Court (3/4/2001) at: 2
- 16 <https://www.infogreffe.com>
- 17 Date: Purchased and downloaded 8/7/2016
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- 16 16 Document 2002L00750 from the French Court (7/20/2006) 8
- 17 Purchased and downloaded from: <https://www.infogreffe.com>
- 18 (Infogreffe.fr is “les greffes des tribunaux de commerce” which is
- 19 “The Registrars of Commercial Courts.”)
- 20 Date: Purchased and downloaded 8/7/2016
- 21 Followed by English translation purchased from Vanan Online
- 22 Services (www.vananservices.com)
- 23 Translation performed 8/30/2016
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1	17	Document 2002L00791 from the French Court (11/28/2011) Purchased and downloaded from: https://www.infogreffe.com (Infogreffe.fr is “les greffes des tribunaux de commerce” which is “The Registrars of Commercial Courts.”) Date: Purchased and downloaded 8/7/2016 Followed by English translation purchased from Vanan Online Services (www.vananservices.com) Translation performed 9/19/2016	13
6	18	Order of Affirmance, Nevada Supreme Court Document 15-31719 affirms First Judicial District Court of Nevada in Case Nos. 65205 and 65960, filed 10/19/2015	4
9	19	Order Re: Writ of Execution issued by the First Judicial District Court of Nevada, filed 08/18/2014	4
11	20	Writ of Execution to the Clark County Sheriff, issued by the First Judicial District Court of Nevada dated 09/5/2014	6
13	21	Writ of Execution to the Washoe County Sheriff, issued by the First Judicial District Court of Nevada dated 09/10/2014	7
14	22	Clark County Sheriff’s Certificate of Sale of Real Property for APN 071-02000-005 filed 01/8/2015	3
16	23	Clark County Sheriff’s Certificate of Sale of Real Property for APN 071-02000-013 filed 01/8/2015	3
18	24	Washoe County Sheriff Certificate of Sale for APN 079-150-12, recorded 04/09/2015	3
19	25	Washoe County Sheriff Certificate of Sale for APN 079-150-10, recorded 04/09/2015	3
21	26	Washoe County Sheriff Certificate of Sale for APN 084-040-02, recorded 04/09/2015	3
22	27	Washoe County Sheriff Certificate of Sale for APN 084-130-07, recorded 04/09/2015	3
24	28	Motion to Withdraw as Counsel filed by Kaempfer Crowell with the First Judicial District Court of Nevada, Case No.090C099679 1B	11
26	29	Warrant of Arrest issued for Zandian by First Judicial District Court of Nevada of Court, filed 2/3/2016	3
28	30	Grant, Bargain and Sale Deed, recorded on 8/19/2010 with the Elko County Recorder, as Document No. 629773 (The settlement of the	21

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1		Fronteer Development lawsuit was recorded in Elko County. From Elko County Recorder Web site)	
2			
3	31	Real Property Assessment Data for Sparks Village LLC - owns Washoe County APN 084-140-11 (219.712 Acres). Was bought in 2005 for \$750,000 . From Washoe County Assessor Web site.	2
4			
5	32	Zandian Certificate of Resignation as Manager of Sparks Village LLC on 03/27/2015	2
6			
7	33	NV SOS Entity Details re Sparks Village, LLC (The remaining member and registered agent of Sparks Village LLC is Sean S. Fayeghi - Downloaded from Nevada Secretary of State's database 10/07/2016)	4
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Exhibit 1

Exhibit 1

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

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

12 vs.

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

24 **Defendants.**

25 Case No.: 090C005

26 Dept. No.: 1

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

REC'D & FILED
2016 MAY -3 PM 2:05
SUSAN HERRINGER
C. COOPER
DEPUTY

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

23 **MEMORANDUM OF POINTS AND AUTHORITIES**

24 **I. Introduction**

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

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

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

7 **II. Procedural Background**

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

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

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

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

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

9 **III. Pertinent Additional Factual Background**

10 **A. Fraudulent Deeds**

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

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

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

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

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

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

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

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

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

4 **B. Zandian’s Attempted Bribery**

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

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

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

27 **IV. Argument**

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

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

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

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

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

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

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

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

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

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

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

² See NRS 21.090; *see also* McMillen Declaration, Exhibit 26.

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

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

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

C. Writ of Execution

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19 **V. Conclusion**

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

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

24 Dated this 3rd day of May, 2016.

25 BY: 

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

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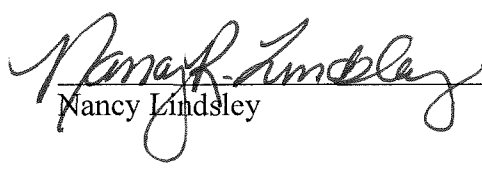
CERTIFICATE OF SERVICE

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

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

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

Dated: May 3, 2016


Nancy Lindsley

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EXHIBIT LIST

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

Exhibit 1

Exhibit 1

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

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

10
11 JED MARGOLIN, an individual,
12 Plaintiff,

Case No.: 090C00579 1B
Dept. No.: 1

13 vs.

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

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

21 Defendants.
22

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

23
24 1. I am counsel of record for Plaintiff Jed Margolin in this matter. This declaration is
25 based upon my personal knowledge and is made in support of the Motion to Void Deeds,
26 Assign Property and for Writ of Execution, filed concurrently herewith.

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

1 3. Attached hereto as Exhibit 2 is a true and correct copy of Elko County Doc# 684351
2 – Grant Deed recorded 03/17/2014, APN: 001-660-034.

3 4. Attached hereto as Exhibit 3 is a true and correct copy of Elko County Doc# 560545
4 – Grant, Bargain and Sale Deed recorded 09/26/2006, APN: 001-660-034.

5 5. Attached hereto as Exhibit 4 is a true and correct copy of Churchill County Doc#
6 439670 – Grant Deed recorded 03/18/2014, APN: 007-151-12.

7 6. Attached hereto as Exhibit 5 is a true and correct copy of Churchill County Doc#
8 439671 – Grant Deed recorded 03/18/2014, APN: 007-151-77.

9 7. Attached hereto as Exhibit 6 is a true and correct copy of Churchill County Doc#
10 439672 – Grant Deed recorded 03/18/2014, APN: 009-33-104.

11 8. Attached hereto as Exhibit 7 is a true and correct copy of Churchill County Doc#
12 383845 – Grant, Bargain and Deed recorded 07/10/2006, APN: 007-151-12.

13 9. Attached hereto as Exhibit 8 is a true and correct copy of Churchill County Doc#
14 384273 – Grant, Bargain and Sale Deed recorded 07/27/2006, APN: 007-151-77.

15 10. Attached hereto as Exhibit 9 is a true and correct copy of Churchill County Doc#
16 372686 – Grant, Bargain and Sale Deed recorded 07/06/2005, APN: 009-33-104.

17 11. Attached hereto as Exhibit 10 is a true and correct copy of Washoe County Doc#
18 4335754 – Grant Deed recorded 03/18/2014, APN: 079-150-12.

19 12. Attached hereto as Exhibit 11 is a true and correct copy of Washoe County Doc#
20 3236343 – Grant, Bargain and Sale Deed recorded 06/27/2005, APN: 079-150-12.

21 13. Attached hereto as Exhibit 12 is a true and correct copy of Washoe County Doc#
22 4335755 – Grant Deed recorded 03/18/2014, APNs: 079-150-09, 070-150-10, 079-150-13,
23 084-040-02, 084-040-04, 084-040-06, 084-040-10, 084-130-07, 084-140-17.
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1 14. Attached hereto as Exhibit 13 is a true and correct copy of Washoe County Doc#
2 2900593– Grant, Bargain and Sale Deed recorded 08/06/2003, APN: 079-150-09, 079-150-10,
3 079-150-13, 084-040-02, 084-040-04, 084-040-06, 084-040-10, 084-130-07, 084-140-17.

4 15. Attached hereto as Exhibit 14 is a true and correct copy of Washoe County Doc#
5 2900592– Grant, Bargain and Deed recorded 08/06/2003, APNs: 079-150-09, 079-150-10, 07-
6 150-13, 084-040-02, 084-040-04, 084-040-06, 084-040-10, 084-130-07, 084-140-17.

7 16. Attached hereto as Exhibit 15 is a true and correct copy of Washoe County Doc#
8 3547263– Judgment Confirming Arbitration Award recorded 06/22/2007.
9

10 17. Attached hereto as Exhibit 16 is a true and correct copy of Lyon County Doc#
11 521532 – Grant Deed recorded 5/21/2014 – APNs: 006-052-04, 006-052-05 &
12 006-052-06.

13 18. Attached hereto as Exhibit 17 is a true and correct copy of Lyon County Doc#
14 521533 – Grant Deed recorded 5/21/2014 – APN: 015-311-02.

15 19. Attached hereto as Exhibit 18 is a true and correct copy of Lyon County Doc#
16 521531 – Grant Deed recorded 5/21/2014, APNs: 015-311-18 & 015-311-19.
17

18 20. Attached hereto as Exhibit 19 is a true and correct copy of Lyon County Doc#
19 342193 – Grant, Bargain and Sale Deed recorded 02/04/2005, APNs: 6-052-04, 6-052-05 & 6-
20 052-06.

21 21. Attached hereto as Exhibit 20 is a true and correct copy of Lyon County Doc#
22 403892 – Grant, Bargain and Sale Deed recorded 04/06/2007, APN: 15-311-02.

23 22. Attached hereto as Exhibit 21 is a true and correct copy of Lyon County Doc#
24 344412 – Grant, Bargain and Sale Deed recorded 03/03/2005, APNs: 15-311-18 &
25 15-311-19.
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27 23. Attached hereto as Exhibit 22 is a true and correct copy of Clark County Doc#
28 20140530-0001037 – Grant Deed recorded 05/30/2014, APN: 071-02-000-005.

1 24. Attached hereto as Exhibit 23 is a true and correct copy of Clark County Doc#
2 20140530-0001038 – Grant Deed recorded 05/30/2014, APN: 071-02-000-013.

3 25. Attached hereto as Exhibit 24 is a true and correct copy of Clark County Doc#
4 20050419-0004639– Grant, Bargain and Sale Deed recorded 04/19/2005, APN: 071-02-000-
5 005.

6 26. Attached hereto as Exhibit 25 is a true and correct copy of Clark County Doc#
7 20050420-0000563– Grant, Bargain and Sale Deed recorded 04/20/2005, APN: 071-02-000-
8 013.

9 27. Attached hereto as Exhibit 26 is a true and correct copy of an email chain between
10 myself, Adam McMillen, and Reza Zandian, dated April 12-19, 2016.

11 28. Attached hereto as Exhibit 27 is a true and correct copy of the Clark County
12 Sheriff's Certificate of Sale of Real Property for parcel 071-02-000-005, dated 12/30/14.

13 29. Attached hereto as Exhibit 28 is a true and correct copy of the Clark County
14 Sheriff's Certificate of Sale of Real Property for parcel 071-02-000-013, dated 12/30/14.

15 30. Attached hereto as Exhibit 29 is a true and correct copy of the Washoe County
16 Sheriff's Certificate of Sale of Real Property for parcel 079-150-12, dated 4/3/15.

17 31. Attached hereto as Exhibit 30 is a true and correct copy of the Washoe County
18 Sheriff's Certificate of Sale of Real Property for parcel 079-150-10, dated 4/3/15.

19 32. Attached hereto as Exhibit 31 is a true and correct copy of the Washoe County
20 Sheriff's Certificate of Sale of Real Property for parcel 084-040-02, dated 4/3/15.

21 33. Attached hereto as Exhibit 32 is a true and correct copy of the Washoe County
22 Sheriff's Certificate of Sale of Real Property for parcel 084-130-07, dated 4/3/15.

23 I declare under penalty of perjury that the foregoing is true and correct to the best of
24 my knowledge.
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Affirmation Pursuant to NRS 239B.030

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

Dated: May 3, 2016

By: 
ADAM P. MCMILLEN

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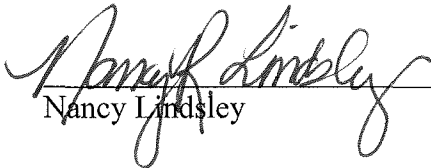
CERTIFICATE OF SERVICE

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

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

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

Dated: May 3, 2016.



Nancy Lindsley

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	EXHIBIT NO.	<u>EXHIBIT LIST</u> DESCRIPTION	PAGE(S)
	1	Reporter's Transcript of Proceedings, February 24, 2016 – Certification of Non-Appearance for Debtor's Examination by Reza Zandian	8
	2	Grant Deed dated March 12, 2014 re Elko County APN: 001-660-034, Document No. 684351	6
	3	Grant, Bargain and Sale Deed dated September 25, 2006 re Elko County APN: 001-660-034, Document No. 560545	6
	4	Grant Deed dated March 12, 2014 re Churchill County APN: 007-151-12, Document No. 439670	5
	5	Grant Deed dated March 12, 2014 re Churchill County APN: 007-151-77, Document No. 439671	4
	6	Grant Deed dated March 12, 2014 re Churchill County APN: 009-33-104, Document No. 439672	4
	7	Grant, Bargain and Sale Deed dated 06/27/2006 re Churchill County APN: 007-151-12, Document No. 383845	5
	8	Grant, Bargain and Sale Deed dated 07/05/2006 re Churchill County APN: 007-151-77, Document No. 384273	4
	9	Grant, Bargain and Sale Deed dated 06/23/2005 re Churchill County APN: 009-33-104, Document No. 372686	4
	10	Grant Deed dated March 12, 2014 re Washoe County APN: 079-150-12, Document No. 4335754	3
	11	Grant, Bargain and Sale Deed dated 06/25/2005 re Washoe County APN: 079-150-12, Document No. 3236343	3
	12	Grant Deed dated March 12, 2014 re Washoe County APN's: 079-150-09, 079-150-10, 079-151-13, 084-040-02, 084-040-04, 084-040-06, 084-040-10, 084-130-07, 084-140-17, Document No. 4335755	7
	13	Grant, Bargain and Sale Deed dated July 31, 2003 re Washoe County APN's: 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	7

1	14	Grant, Bargain and Sale Deed dated August 1, 2003 re Washoe County APN's: 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	8
2			
3	15	Judgment Confirming Arbitration Award, Washoe County Document No. 3547263	120
4			
5	16	Grant Deed, dated May 20, 2014 re Lyon County APN's: 006-052-04, 006-052-05, 006-052-06, Document No. 521532	6
6			
7	17	Grant Deed, dated May 20, 2014 re Lyon County APN: 015-311-02, Document No. 521533	4
8			
9	18	Grant Deed dated May 20, 2014 re Lyon County APN's: 015-311-18, 015-311-19, Document No. 521531	5
10			
11	19	Grant, Bargain, Sale Deed, dated January 31, 2005 re Lyon County APN's: 6-052-04, 6-052,05, 6-052-06, Document No. 342193	6
12			
13	20	Grant, Bargain and Sale Deed dated 10/25/2006 re Lyon County APN: 15-311-02, Document No. 403892	4
14			
15	21	Grant, Bargain, Sale Deed dated March 1, 2005 re Lyon County APN: 15-311-18, 15-311-19, Document No. 344412	5
16			
17	22	Grant Deed, dated May 20, 2014 re Clark County APN: 071-02-000-005, Document No. 2014530-0001037	4
18			
19	23	Grant Deed, dated May 20, 2014 re Clark County APN: 071-02-000-013, Document No. 20140530-0001038	4
20			
21	24	Grant, Bargain Sale Deed, recorded 04/19/2005 re Clark County APN: 071-02-000-05, Document No. 20050419-0004639	4
22			
23	25	Grant, Bargain, Sale Deed, recorded 4/20/2005 re Clark County APN: 071-02-000-013, Document No. 20050420-0000563	4
24			
25	26	Email from rezazand@hotmail.com (Reza Zandian) to Adam McMillen dated 4/12-19/2016	5
26			
27	27	Sheriff's Certificate of Sale of Real Property recorded 05/18/2015 re Clark County APN: 071-02-000-05, Document No. 2015-0518-0002132	4
28			
28	28	Sheriff's Certificate of Sale of Real Property recorded 05/18/2015 re Clark County APN: 071-	4

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	02-000-013, Document No. 2015-0518-0002133	
29	Certificate of Sale recorded 04/09/2015 re Washoe County APN: 079-150-12, Document No. 4456017	3
30	Certificate of Sale recorded 04/09/2015 re Washoe County APN: 079-150-10, Document No. 4456020	3
31	Certificate of Sale recorded 04/09/2015 re Washoe County APN: 084-040-02, Document No. 4456032	3
32	Certificate of Sale recorded 04/09/2015 re Washoe County APN: 084-130-07, Document No. 4456021	3

Exhibit 1

Exhibit 1

In re: Reza Zandian 2/24/2016

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IN THE FIRST JUDICIAL DISTRICT COURT
OF THE STATE OF NEVADA
IN AND FOR CARSON CITY

_____)	
JED MARGOLIN, an individual,)	
)	
Plaintiff,)	
)	
vs.)	CASE NO.: 090C00579 1B
)	
OPTIMA TECHNOLOGY CORPORATION, a)	
California corporation, OPTIMA)	
TECHNOLOGY CORPORATION, a Nevada)	
corporation, REZA ZANDIAN aka)	
GOLAMREZA ZANDIANJAZI aka GHOLAM)	
REZA ZANDIAN aka REZA JAZI aka)	
J. REZA JAZI aka G. REZA JAZI aka)	
GHONOREZA ZANDIAN JAZI, an)	
individual, DOES Companies 1-10,)	
DOE Corporations 11-20, and DOE)	
Individuals 21-30,)	
)	
Defendants.)	
_____)	

REPORTER'S TRANSCRIPT OF PROCEEDINGS
SAN DIEGO, CALIFORNIA
FEBRUARY 24, 2016

REPORTED BY JUDY M. REIERSEN, CSR NO. 7505

Peterson Reporting, Video & Litigation Services

In re: Reza Zandian 2/24/2016

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IN THE FIRST JUDICIAL DISTRICT COURT
OF THE STATE OF NEVADA
IN AND FOR CARSON CITY

<hr/>	
JED MARGOLIN, an individual,)
)
Plaintiff,)
)
vs.) CASE NO.: 090C00579 1B
)
OPTIMA TECHNOLOGY CORPORATION, a)
California corporation, OPTIMA)
TECHNOLOGY CORPORATION, a Nevada)
corporation, REZA ZANDIAN aka)
GOLAMREZA ZANDIANJAZI aka GHOLAM)
REZA ZANDIAN aka REZA JAZI aka)
J. REZA JAZI aka G. REZA JAZI aka)
GHONOREZA ZANDIAN JAZI, an)
individual, DOES Companies 1-10,)
DOE Corporations 11-20, and DOE)
Individuals 21-30,)
)
Defendants.)
<hr/>	

REPORTER'S TRANSCRIPT OF PROCEEDINGS,
commencing at 1:51 p.m. on Wednesday, February 24, 2016,
at 225 Broadway, Suite 1670, San Diego, California,
before Judy M. Reiersen, Certified Shorthand Reporter, in
and for the State of California.

Peterson Reporting, Video & Litigation Services

In re: Reza Zandian 2/24/2016

1 APPEARANCES:

2

For the Plaintiff JED MARGOLIN
(appearing telephonically):

3

4

BROWNSTEIN HYATT FARBER & SCHRECK, LLP

5

BY: ADAM P. McMILLEN, ESQ.

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5371 Kietzke Lane

Reno, Nevada 89511

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775.324.4100

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Peterson Reporting, Video & Litigation Services

Peterson Reporting Video & Litigation Services

In re: Reza Zandian 2/24/2016

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I N D E X

E X H I B I T S

EXHIBIT

MARKED

1	Notice of Taken Debtor's Examination of Defendant Reza Zandian, three pages	5
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* * *

In re: Reza Zandian 2/24/2016

1 (Exhibit 1 was marked.)

2 MR. McMILLEN: Okay. My name is Adam McMillen.
3 I am counsel for Jed Margolin.

4 This is the time and place for the deposition of
5 Reza Zandian, Z-a-n-d-i-a-n, and attached as Exhibit 1 is
6 the Notice of Taking Debtor's Examination of Defendant
7 Reza Zandian.

8 And in that notice it says, "Please take notice
9 that on the 24th day of February, 2016, at the hour of
10 1:30 p.m., Plaintiff Jed Margolin, by and through his
11 attorney of record Adam McMillen of Brownstein Hyatt
12 Farber & Schreck, LLP, will take the Debtor's Examination
13 of Defendant Reza Zandian, at 225 Broadway, Suite 1670,
14 San Diego, California 92101."

15 We will make a record that Zandian has not
16 appeared for this deposition, and the time right now is
17 1:52 p.m.

18 And that's all for today. Thank you.

19 (Whereupon the proceedings adjourned at
20 1:52 p.m.)

21

22

* * *

23

24

25

Peterson Reporting, Video & Litigation Services

Peterson Reporting Video & Litigation Services

In re: Reza Zandian 2/24/2016

1 I, JUDY M. REIERSEN, Certified Shorthand Reporter for the
2 State of California, do hereby certify:

3

4 That the foregoing proceedings were reported by me
5 stenographically and later transcribed into typewriting
6 under my direction; that the foregoing is a true record
7 of the proceedings taken at that time.

8

9

10

11 Dated: This _____ day of _____,
12 2016, at San Diego, California.

13

14

15

16

17

JUDY M. REIERSEN
CSR No. 7505

18

19

20

21

22

23

24

25

Peterson Reporting, Video & Litigation Services

Peterson Reporting Video & Litigation Services

In re: Reza Zandian 2/24/2016

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< B >				

Exhibit 2

Exhibit 2

*** THIS IS AN UNOFFICIAL COPY ***

DOC # 684351

03/17/2014 10:50 AM

Official Record

Requested By
A+ PARALEGALS INC

Elko County - NV

D. Mike Simms - Recorder

Page 1 of 4 Fee \$17.00

Recorded By: ST RPTT

APN: 001-660-034

Recording Requested by,
Grantor, Reza Zandian

When Recorded Mail Document and tax statements to:
Niloofer Foughani
6 rue Edouard Fournier
75116 Paris, France



SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

GRANT DEED

I, Reza Zandian, hereby grant said property from, REZA ZANDIAN and FOUGHANI NILOOFAR ZANDIAN, husband and wife, as Joint Tenants with Right of Survivorship, to ALBORZ ZANDIAN, an unmarried man, 10% and NILOOFAR FOUGHANI, 30% (on behalf of herself 10%, Nikan Zandian Jazi 10% and Rayan Zandian 10%) (per financial agreement entered into in Las Vegas, Nevada and dated 08-21-2003), as joint tenants with right of survivorship.

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

See Exhibit "A" attached hereto and incorporated herein;

TOGETHER WITH any and all buildings and improvements situate thereon.

TOGETHER WITH the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversions, remainder and remainders, rents, issues and profits thereof; it being the intent of the parties that all Grantors' interests, known or unknown, in the above-described property, be conveyed hereby.

SUBJECT, however, to all taxes and other assessments, reservations in patents and all reservations, easements, encumbrances, liens, covenants, rights, rights-of-way and other interests as they may appear of record.

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

IN WITNESS WHEREOF, the said Grantors have caused this deed to be executed as of the day and year first hereinbelow written.

March 12, 2014

Signature: Reza Zandian

-LOOSE CERTIFICATE ATTACHED-

*** THIS IS AN UNOFFICIAL COPY ***



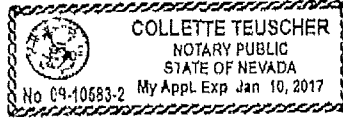
684351

03/17/2014
002 of 4

State of Nevada
County of Washoe

This instrument was acknowledged before me on March 12, 2014 by Reza Zandain.

Collette Teuscher
Notary Public



-THIS ACKNOWLEDGEMENT IS ATTACHED TO A GRANT DEED
Dated March 12, 2014

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684351

08/17/2014
003 of 4

EXHIBIT "A"

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

Parcel 2 as shown on that certain Parcel Map for JAMES W. JENNINGS, etal filed in the office of the County Recorder of Elko County, State of Nevada, on December 31, 1987, as File No. 245403, being a portion of SE1/4 of Section 17, Township 34 North, Range 55 East, M.D.B.&M.

EXCEPTING THEREFROM all those portions of said land lying within the exterior boundaries of Clover Hills Subdivision, Phases 1, 2, and 3, as shown on the official maps thereof, filed in the office of the Elko County Recorder, Elko, Nevada, on October 20, 1988, July 11, 1989 and November 16, 1989, as File No. 264290, 278494 and 284716 respectively.

FURTHER EXCEPTING THEREFROM all that portion of said land conveyed to J. ROSS MACLEAN by Deed recorded September 20, 1991, in Book 762, Page 902, Official Records, Elko County, Nevada.

FURTHER EXCEPTING THEREFROM that portion of said land conveyed to RICHARD G. FLEMING and KERLY L. FLEMING, by Deed recorded on September 15, 1992, in Book 796, Page 134, Official Records, Elko County, Nevada.

EXCEPTING THEREFROM one-half of all oil, gas, mineral and other hydrocarbon substances, reserved by STRATHEARN CATTLE CO., in Deed recorded November 19, 1957, in Book 73, Page 38, Official Records, Elko County, Nevada.

EXCEPTING THEREFROM one-half of all oil, gas, mineral and other hydrocarbon substances, reserved by A.B. MCKINLEY & SONS, INC. in Deed recorded June 14, 1960, in Book 4, Page 272, Official Records, Elko County, Nevada.

At date hereof, exceptions to coverage in addition to the printed exceptions and exclusions in a Policy of Title Insurance are as follows:

1. Rights incidental to the ownership and development of the mineral interests excepted from the land described herein.
2. The fact that the ownership of said land does not include any rights of ingress or egress to or from Interstate 80, as set forth in instrument.
Recorded : October 25, 1973
: in Book 186, Page 58, as Document No. 78982
: Official Records of Elko County, Nevada

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684361

08/17/2014
004 of 4

3. An easement affecting a portion of said land for the purposes stated herein, together with incidental rights thereto,
Granted to : CP NATIONAL CORPORATION
: electric power or telephone lines and/or
: gas or water mains
Recorded : May 13, 1986
: in Book 523, Page 457
: Official Records of Elko County, Nevada

4. An easement affecting a portion of said land for the purposes stated herein, together with incidental rights hereto,
Granted to : AMERICAN TELEPHONE AND TELEGRAPH COMPANY
Purpose : communication systems and underground cables
Recorded : August 10, 1988
: in Book 635, Page 55
: Official Records of Elko County, Nevada

*** THIS IS AN UNOFFICIAL COPY ***

STATE OF NEVADA
DECLARATION OF VALUE

DOC # DV - **684351**
03/17/2014 10:50 AM
Official Record

Requested By
A+ PARALEGALS INC

Elko County - NV

D Mike Smalec - Recorder

Page 1 of 1 Fee: \$17.00
Recorded By ST RPTT

- 1. Assessors Parcel Number(s)
 - a) 001-660-034
 - b) _____
 - c) _____
 - d) _____

- 2. Type of Property:
 - a) Vacant Land
 - b) Single Fam. Res.
 - c) Condo/Twnhse
 - d) 2-4 Plex
 - e) Apt. Bldg
 - f) Comm'l/Ind'l
 - g) Agricultural
 - h) Mobile Home
 - i) Other _____

FOR RECORDERS OPTIONAL USE ONLY

DOCUMENT/INSTRUMENT #: _____
BOOK _____ PAGE _____
DATE OF RECORDING: _____
NOTES: _____

- 3. Total Value/Sales Price of Property: \$ 70,400.00
- Deed in Lieu of Foreclosure Only (value of property) (_____)
- Transfer Tax Value: \$ _____
- Real Property Transfer Tax Due: \$ 0

- 4. If Exemption Claimed:
 - a. Transfer Tax Exemption per NRS 375.090, Section # 5
 - b. Explain Reason for Exemption: A transfer of real property if the owner is related to the person to whom it is conveyed within the first degree of lineal consanguinity or affinity: adding Wife and Son
- 5. Partial Interest: Percentage being transferred: 40 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to ~~NRS 375.030~~ the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____ Capacity Grantor
Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Reza Zandian
Address: 6 rue Edouard Fournier
City: 75116 Paris, France
State: _____ Zip: _____

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Alborz Zandian & Niloofar Foughani
Address: 6 rue Edouard Fournier
City: 75116 Paris, France
State: _____ Zip: _____

COMPANY/PERSON REQUESTING RECORDING

(required if not the seller or buyer)

Print Name: A+ Paralegals, Inc. Escrow # _____
Address: 312 W. Fourth Street
City: Carson City State: NV Zip: 89703

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

Exhibit 3

Exhibit 3

*** THIS IS AN UNOFFICIAL COPY ***

DOC # 560545
09/26/2006 02:47 PM

Official Record

Requested By
STEWART TITLE

Elko County - NV

Jerry D. Reynolds - Recorder

Page 1 of 4 Fee: \$17.00
Recorded By: NR RPTT: \$230.10

APN: 001-660-034
After recording return,
and mail tax statements, to:

Reza Zandian
8775 Costa Verde Blvd, #1416
San Diego, CA 92122



The undersigned hereby affirms this document submitted
for recording does not contain a social security number.

06212283

GRANT, BARGAIN AND SALE DEED

THIS GRANT, BARGAIN AND SALE DEED, made this 25th day of September, 2006,
by and between Elko Land and Livestock Company, successor by merger to CG Properties, Inc.,
Grantor; and Reza Zandian and Foughani Niloofer Zandian, husband and wife, Grantees;

WITNESSETH:

That the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00),
lawful, current money of the United States of America, to it in hand paid by the Grantees, the
receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey and
confirm unto the said Grantees, as joint tenants with the right of survivorship, all Grantors' right,
title, estate and interest in and to that certain real property located in Elko County, Nevada, more
particularly described as follows:

See Exhibit "A" attached hereto and incorporated herein;

TOGETHER WITH any and all buildings and improvements situate thereon.

TOGETHER WITH the tenements, hereditaments and appurtenances thereunto
belonging or appertaining, and the reversions, remainder and remainders, rents,
issues and profits thereof; it being the intent of the parties that all Grantors'
interests, known or unknown, in the above-described property, be conveyed
hereby.

SUBJECT, however, to all taxes and other assessments, reservations in patents
and all reservations, easements, encumbrances, liens, covenants, rights, rights-of-
way and other interests as they may appear of record.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the
appurtenances unto the said Grantees, and to the survivor of them, and to the heirs, successors
and assigns of the survivor of the Grantees, forever.

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580545

09/25/2008
002 of 4

IN WITNESS WHEREOF, the said Grantor has caused this Deed to be executed as of the day and year first hereinabove written,

ELKO LAND AND LIVESTOCK COMPANY
Successor by merger to CG PROPERTIES, INC.

By: Leland W. Krugerud
LELAND W. KRUGERUD

Title: President

STATE OF NEVADA)
) SS
COUNTY OF ELKO)

On this 25th day of Sept., 2006, personally appeared before me, a Notary Public, Leland W. Krugerud, President of Elko Land and Livestock Company, personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he executed the above instrument on behalf of Elko Land and Livestock Company.

P.J. Glass
Notary Public

My Commission Expires:
April 11, 2010



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560545

08/26/2006
008 of 4

SUBJECT PROPERTY DESCRIPTION

EXHIBIT "A"

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

Parcel 2 as shown on that certain Parcel Map for JAMES W. JENNINGS, etal filed in the office of the County Recorder of Elko County, State of Nevada, on December 31, 1987, as File No. 245403, being a portion of SE1/4 of Section 17, Township 34 North, Range 55 East, M.D.B. &M.

EXCEPTING THEREFROM all those portions of said land lying within the exterior boundaries of Clover Hills Subdivision, Phases 1, 2 and 3, as shown on the official maps thereof, filed in the office of the Elko County Recorder, Elko, Nevada, on October 20, 1988, July 11, 1989, and November 16, 1989, as File No. 264290, 278494 and 284716 respectively.

FURTHER EXCEPTING THEREFROM all that portion of said land conveyed to J. ROSS MACLEAN by Deed recorded September 20, 1991, in Book 762, Page 902, Official Records, Elko County, Nevada.

FURTHER EXCEPTING THEREFROM that portion of said land conveyed to RICHARD G. FLEMING and KERLY L. FLEMING, by Deed recorded September 15, 1992, in Book 796, Page 134, Official Records, Elko County, Nevada.

EXCEPTING THEREFROM one-half of all oil, gas, mineral and other hydrocarbon substances, reserved by STRATHEARN CATTLE CO., in Deed recorded November 19, 1957, in Book 73, Page 38, Deed Records, Elko County, Nevada.

FURTHER EXCEPTING THEREFROM one-half of all oil, gas, mineral and other hydrocarbon substances reserved by A.B. MCKINLEY & SONS, INC. in Deed Recorded June 14, 1960, in Book 4, Page 272, Official Records, Elko County, Nevada.

CS

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560545

09/26/2008
004 of 4

At the date hereof, exceptions to coverage in addition to the printed exceptions and exclusions in a Policy of Title Insurance are as follows:

1. Taxes for the fiscal year July 1, 2006 to June 30, 2007, including any secured personal property taxes and any special or district assessments collected therewith, and any other assessments levied by City or County authorities, a lien now due and payable,
 - Total amount : \$603.01
 - 1st installment : \$150.76 Delinquent plus penalties
 - 2nd installment : \$150.75 due October 2, 2006
 - 3rd installment : \$150.75 due January 1, 2007
 - 4th installment : \$150.75 due March 5, 2007
 - Assessor Parcel No. : 001-660-034

2. The lien, if any, of supplemental taxes, assessed pursuant to provisions adopted by the Nevada Legislature, and as disclosed by the Nevada Revised Statutes.

3. Rights incidental to the ownership and development of the mineral interests excepted from the land described herein.

4. The fact that the ownership of said land does not include any rights of ingress or egress to or from Interstate 80, as set forth in instrument.
 - Recorded : October 25, 1973
 - : in Book 186, page 58, as Document No. 78982
 - : Official Records of Elko County, Nevada

5. An easement affecting a portion of said land for the purposes stated herein, together with incidental rights thereto,
 - Granted to : CP NATIONAL CORPORATION
 - : electric power or telephone lines and/or
 - : gas or water mains
 - Recorded : May 13, 1986
 - : in book 523, Page 457,
 - : Official Records of Elko County, Nevada.

6. An easement affecting a portion of said land for the purposes stated herein, together with incidental rights hereto,
 - Granted to : AMERICAN TELEPHONE AND TELEGRAPH COMPANY
 - Purpose : communication systems and underground cables
 - Recorded : August 10, 1988
 - : in Book 635, Page 55,
 - : Official Records of Elko County, Nevada

*** THIS IS AN UNOFFICIAL COPY ***

DOC # DV - 560545
09/25/2006 02:47 PM
Official Record

STATE OF NEVADA
DECLARATION OF VALUE

Requested By
STEWART TITLE

Elko County - NV

Jerry D. Reynolds - Recorder

FOR RECORDED

Document:

Page 1 of 1 Fee: \$17.00
Recorded By: HR RPTT: \$230.10

Book: _____

Date of Recording: _____

Notes: _____

1. Assessor Parcel Number(s):

- a) 001-660-034
- b) _____
- c) _____
- d) _____

2. Type of Property:

- a) Vacant Land
- b) _____ Single Family Res.
- c) _____ Condo/Townhouse
- d) _____ 2-4 Plex
- e) _____ Apartment Bldg.
- f) _____ Comm'l/Ind'l
- g) _____ Agricultural
- h) _____ Mobile Home
- i) Other: _____

3. Total Value/Sales Price of Property

\$ 59,000.00

Deed in Lieu of Foreclosure Only (Value of Property)

\$ _____

Transfer Tax Value

\$ 59,000.00

Real Property Transfer Tax Due:

\$ 230.10

4. If Exemption Claimed:

- a. Transfer Tax Exemption, per NRS 375.090, Section: _____
- b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exemption or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed

Signature: _____ Capacity: _____

Signature: _____ Capacity: _____

SELLER (GRANTOR) INFORMATION
(required)

Print Name: Elko Land and Livestock
Address: 555 5th Street
City/State/Zip: Elko, NV 89801

BUYER (GRANTEE) INFORMATION
(required)

Print Name: Reza Zandian
Address: 8775 Costa Verde Blvd #1416
City/State/Zip: San Diego, CA 92122

COMPANY/PERSON REQUESTING RECORDING (required if not the Seller or Buyer)

Company Name: STEWART TITLE OF NORTHEASTERN NEVADA Escrow No.: 06212283
Address: 810 Idaho Street
City/State/Zip: Elko, Nevada 89801

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

Exhibit 4

Exhibit 4

*** THIS IS AN UNOFFICIAL COPY ***

DOC # 439670

03/18/2014 10:57 AM

Official Record

Recording requested By
A+ PARALEGALS

Churchill County - NV

Joan Sims - Recorder

Page 1 of 3 Fee: \$16.00

Recorded By: TH RPT: #5

APN: 007-151-12

Recording Requested by:
Grantor, Reza Zandian

When Recorded Mail Document and tax statements to:
Niloofar Foughani
6 rue Edouard Fournier
75116 Paris, France



439670

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

GRANT DEED

I, Reza Zandian, hereby grant said property from, BIJAN AKHAVAN and NOOSHIN AKHAVAN, husband and wife, as Joint Tenants with Right of Survivorship as to an undivided 50% interest and REZA ZANDIAN and NILOOFAR FOUGHANI, husband and wife, as Joint Tenants with Right of Survivorship as to an undivided 50% interest, as TENANTS IN COMMON, to BIJAN AKHAVAN and NOOSHIN AKHAVAN, husband and wife, as Joint Tenants with Right of Survivorship as to an undivided 50% interest and ALBORZ ZANDIAN, an unmarried man, 10% and NILOOFAR FOUGHANI, 30% (on behalf of herself 10%, Nikan Zandian Jazi 10% and Rayan Zandian 10%) (per financial agreement entered into in Las Vegas, Nevada and dated 08-21-2003), as joint tenants with right of survivorship, all AS TENANTS IN COMMON.

The real property situate in the County of Churchill, State of Nevada, described as follows:

See Exhibit "A" attached hereto and made a part hereof:

Subject to

Together with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, reverts, issues or profits thereof.

March 12, 2014

Signature: Reza Zandian

-LOOSE CERTIFICATE ATTACHED-

*** THIS IS AN UNOFFICIAL COPY ***



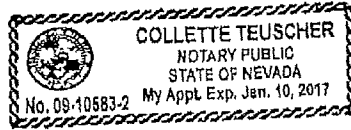
0439670

03/18/2014
002 of 3

State of Nevada
County of Washoe

This instrument was acknowledged before me on March 12, 2014 by Reza Zandain.

Collette Teuscher
Notary Public



-THIS ACKNOWLEDGEMENT IS ATTACHED TO A GRANT DEED
Dated March 12, 2014

"UNOFFICIAL COPY"

*** THIS IS AN UNOFFICIAL COPY ***



439670

03/18/2014
003 of 3

EXHIBIT "A"

All that certain lot, piece or parcel of land situate in the County of Churchill, State of Nevada, described as follows:

A portion of the Northeast quarter of the Southeast quarter of the Southwest quarter of Section 15, Township 19 North, Range 27 East, M.D.B.&M., described as follows:

Commencing at the Northeast corner of the Southeast quarter of the Southeast quarter of said Section 15; thence North along the East line of said Section 15 a distance of 716 feet to a point on the Southerly right-of-way line of State Highway No. 50; thence North $58^{\circ}51'$ West along the Southerly right-of-way line of said State Highway No. 50 a distance of 503 feet to the true point of beginning; thence continuing along said right-of-way line North $58^{\circ}51'$ West a distance of 437 feet to a point of intersection with Southeasterly line of "T" Line Canal; thence along the Southeasterly and Easterly line of said "T" Line Canal the following courses and distances: South $67^{\circ}18'$ West 310 feet; thence on a curve to the left having a radius of 287.94 feet through a central angle of $89^{\circ}52'$ for an arc distance of 331 feet;

South $22^{\circ}34'$ East 172 feet; thence on a curve to the right having a radius of 573.69 feet through a central angle of $53^{\circ}24'$ for an arc distance of 774.69 feet; and South $30^{\circ}50'$ West a distance of 82.5 feet to a point on the South line of the Northeast quarter of the Southeast quarter of said Section 15; thence along said line East a distance of 774.69 feet to the Southwest corner of parcel conveyed to James W. Cozart, et ux, by deed recorded March 7, 1956 in Book 32 of Deeds, Page 423, Churchill County, Nevada, records, thence North along the West line of said Cozart parcel a distance of 215 feet to the Southeasterly line of parcel conveyed to Andy J. Wilkins, et ux, by deed recorded December 2, 1954 in Book 31 of Deeds, Page 467, Churchill County, Nevada, records; thence along the Southerly line of said Wilkins parcel North $58^{\circ}51'$ West 200 feet; thence North along the West line of said Wilkins parcel and the West line of parcel conveyed to Carl H. Johnston, et ux, by deed recorded October 14, 1954 in Book 31 of Deeds, Page 423, Churchill County, Nevada, records, a distance of 653.40 feet to the true point of beginning.

Excepting from the herein above described parcel a parcel conveyed to Florence Caskell Mills by deed recorded July 6, 1956 in Book 32 of Deeds, Page 589, Churchill County, Nevada records.

Note: The above Metes and Bounds description appeared previously in that certain document recorded July 10, 2006, under Document No. 383845, Official Records.

*** THIS IS AN UNOFFICIAL COPY ***

DOC # DV-439670

03/18/2014 10:57 AM

Official Record

STATE OF NEVADA
DECLARATION OF VALUE

Recording requested by
A+ PARALEGALS

Churchill County - NV

Joan Sims - Recorder

Page 1 of 1 Fee: \$16.00
Recorded By: TH RPTT:

1. Assessors Parcel Number(s)

- a) 007-151-12
- b) _____
- c) _____
- d) _____

2. Type of Property

- a) Vacant Land
- b) Single Fam. Res.
- c) Condo/Twnhse
- d) 2-4 Plex
- e) Apt. Bldg
- f) Comm'l/Ind'l
- g) Agricultural
- h) Mobile Home
- i) Other _____

FOR RECORDERS OPTIONAL USE ONLY

DOCUMENT/INSTRUMENT #: _____

BOOK _____ PAGE _____

DATE OF RECORDING: _____

NOTES: _____

Grantee = Etal TH

3. Total Value/Sales Price of Property: \$ 75,000.00

Deed in Lieu of Foreclosure Only (Sale of property) ()

Transfer Tax Value: \$ _____

Real Property Transfer Tax Due: \$ 0

4. If Exemption Claimed:

- a. Transfer Tax Exemption per NRS 375.090 Section # 5
- b. Explain Reason for Exemption: A transfer of real property if the owner is related to the person to whom it is conveyed within the first degree of lineal consanguinity or affinity; adding Wife and Son

5. Partial Interest: Percentage being transferred: 40 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____ Capacity Grantee
Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Reza Zandian
Address: 6 rue Edouard Fournier
City: 75116 Paris, France
State: _____ Zip: _____

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Alborz Zandian & Niloofar Foughani
Address: 6 rue Edouard Fournier
City: 75116 Paris, France
State: _____ Zip: _____

COMPANY/PERSON REQUESTING RECORDING

(required if not the seller or buyer)

Print Name: A+ Paralegals, Inc. Escrow # _____
Address: 312 W. Fourth Street
City: Carson City State: NV Zip: 89703

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

Exhibit 5

Exhibit 5

*** THIS IS AN UNOFFICIAL COPY ***

DOC # 439671

03/18/2014 10:58 AM

Official Record

Recording requested By
A+ PARALEGALS

Churchill County - NV

Joan Sims - Recorder

Page 1 of 2 Fee: \$15.00

Recorded By: TH RPT: #5

APN: 007-151-77

Recording Requested by:
Grantor, Reza Zandian

When Recorded Mail Document and tax statements to:
Niloofar Foughani
6 rue Edouard Fournier
75116 Paris, France



SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

GRANT DEED

I, Reza Zandian, hereby grant said property from, REZA ZANDIAN and NILOOFAR FOUGHANI, husband and wife, as Joint Tenants with Right of Survivorship, to ALBORZ ZANDIAN, an unmarried male 20% and NILOOFAR FOUGHANI, NILOOFAR FOUGHANI, 60% (on behalf of herself 20% Niki Zandian Jazi 20% and Rayan Zandian 20%) (per financial agreement entered into in Las Vegas Nevada and dated 08-21-2003), as joint tenants with right of survivorship.

The real property situate in the County of Churchill, State of Nevada, described as follows:

Parcel 1 of the Greg Jackson Parcel Map recorded February 25, 1983, under Document No. 194366, Official Records, Churchill County, Nevada.

Excepting therefrom that portion of said Parcel transferred to the State of Nevada by Quitclaim Deed recorded April 17, 2002, under Document No. 342891, Official Records, Churchill County, Nevada.

Subject to

Together with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, reversionary profits or profits thereof.

March 12, 2014


Signature: Reza Zandian

-LOOSE CERTIFICATE ATTACHED-

*** THIS IS AN UNOFFICIAL COPY ***



439671

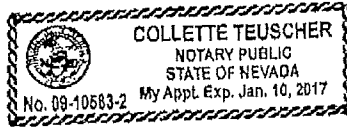
03/18/2014
002 of 2

State of Nevada
County of Washoe

This instrument was acknowledged before me on March 12, 2014 by Reza Zandain.

Collette Teuscher

Notary Public



-THIS ACKNOWLEDGEMENT IS ATTACHED TO A GRANT DEED
Dated March 12, 2014

"UNOFFICIAL COPY"

*** THIS IS AN UNOFFICIAL COPY ***

DOC # DV-439671

08/18/2014 10:58 AM

Official Record

STATE OF NEVADA
DECLARATION OF VALUE

Recording requested By
A+ PARALEGALS

Churchill County - NV

Joan Sims - Recorder

Page 1 of 1 Fee: \$15.00
Recorded By: TH RPTT:

1. Assessors Parcel Number(s)

- a) 007-151-77
- b) _____
- c) _____
- d) _____

2. Type of Property

- a) Vacant Land
- b) Single Fam. Res.
- c) Condo/Twnh
- d) 2-4 Plex
- e) Apt. Bldg
- f) Comm'l/Ind'l
- g) Agricultural
- h) Mobile Home
- i) Other

FOR RECORDERS OPTIONAL USE ONLY

DOCUMENT/INSTRUMENT #:

BOOK _____ PAGE _____

DATE OF RECORDING: _____

NOTES:

Grantor = Etal TH

3. Total Value/Sales Price of Property:

\$ 20,160.00

Deed in Lieu of Foreclosure (only value of property)

(_____)

Transfer Tax Value:

\$ _____

Real Property Transfer Tax Due:

\$ 0

4. If Exemption Claimed:

- a. Transfer Tax Exemption per NRS 375.095 Section # 5
- b. Explain Reason for Exemption: A transfer of real property if the owner is related to the person to whom it is conveyed within the first degree of legal consanguinity or affinity: adding Wife and Son

5. Partial Interest: Percentage being transferred: 80 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____ Capacity Grantor

Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Reza Zandian

Address: 6 rue Edouard Fournier

City: 75116 Paris, France

State: _____ Zip: _____

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Alborz Zandian & Niloofar Foughani

Address: 6 rue Edouard Fournier

City: 75116 Paris, France

State: _____ Zip: _____

COMPANY/PERSON REQUESTING RECORDING

(required if not the seller or buyer)

Print Name: A+ Paralegals, Inc. Escrow # _____

Address: 312 W. Fourth Street

City: Carson City State: NV Zip: 89703

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

Exhibit 6

Exhibit 6

*** THIS IS AN UNOFFICIAL COPY ***

DOC # 439672

03/18/2014 10:59 AM

Official Record

Recording requested By
A+ PARALEGALS

Churchill County - NV

Joan Sims - Recorder

Page 1 of 2 Fee: \$15.00

Recorded By: TH RPTT: #5

APN: 009-33-104

Recording Requested by:
Grantor, Reza Zandian

When Recorded Mail Document and tax statements to:
Niloofer Foughani
6 rue Edouard Fournier
75116 Paris, France



SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

GRANT DEED

I, Reza Zandian, hereby grant said property from, REZA ZANDIAN and NILOOFAR FOUGHANI, husband and wife, as Joint Tenants with Right of Survivorship, to ALBORZ ZANDIAN, an unmarried man 20% and NILOOFAR FOUGHANI, 60% (on behalf of herself 20%, Nikan Zandian Jazi 20% and Payan Zandian 20%) (per financial agreement entered into in Las Vegas, Nevada and dated 08-21-2013), as joint tenants with right of survivorship.

The real property situate in the County of Churchill, State of Nevada, described as follows:

Township 20 North, Range 27 East, 3rd P.M., Section 29; The NW 1/4 of the NW 1/4; and the NW 1/4 of the SW 1/4 of the NW 1/4.

Excepting therefrom, 75% of heat, fluid and mining rights as reserved by a prior grantor.

Further excepting and reserving unto Southern Pacific Land Company, its successors and assigns, all petroleum, oil, natural gas, and products derived therefrom, within or underlying said land or that may be produced therefrom, and all rights thereto, together with the exclusive right at all times to enter upon or in said land to prospect for and to drill, bore, recover, and remove the same.

Subject to

Together with all tenements, hereditaments and appurtenances, including easements and other rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

March 12, 2014

Signature: Reza Zandian

-LOOSE CERTIFICATE ATTACHED-

*** THIS IS AN UNOFFICIAL COPY ***



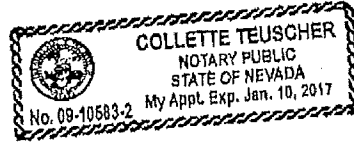
439672

03/18/2014
002 of 2

State of Nevada
County of Washoe

This instrument was acknowledged before me on March 12, 2014 by Reza Zandain.

Collette Teuscher
Notary Public



-THIS ACKNOWLEDGEMENT IS ATTACHED TO A GRANT DEED
Dated March 12, 2014

"UNOFFICIAL COPY"

*** THIS IS AN UNOFFICIAL COPY ***

DOC # DV-439672

03/18/2014 10:59 AM

Official Record

STATE OF NEVADA
DECLARATION OF VALUE

Recording requested By
A+ PARALEGALS

Churchill County - NV

Joan Sims - Recorder

Page 1 of 1 Fee: \$15.00
Recorded By: TH RPTT:

1. Assessors Parcel Number(s)

- a) 009-33-104
- b) _____
- c) _____
- d) _____

2. Type of Property

- a) Vacant Land
- b) Single Fam. Res.
- c) Condo/Twnh
- d) 2-4 Plex
- e) Apt. Bldg
- f) Comm'l/Ind'l
- g) Agricultural
- h) Mobile Home
- i) Other _____

FOR RECORDERS OPTIONAL USE ONLY

DOCUMENT/INSTRUMENT #: _____
 BOOK _____ PAGE _____
 DATE OF RECORDING: _____
 NOTES: Grantee = Grantor TH

3. Total Value/Sales Price of Property:

\$ 7,500.00
 (_____)
 \$ _____
 \$ 0

Deed in Lieu of Foreclosure Only (Value of property)

Transfer Tax Value:

Real Property Transfer Tax Due:

4. If Exemption Claimed:

- a. Transfer Tax Exemption per NRS 375.090 Section # 5
- b. Explain Reason for Exemption: A transfer of real property if the owner is related to the person to whom it is conveyed within the first degree of consanguinity or affinity: adding Son and Wife

5. Partial Interest: Percentage being transferred: 80 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature Grantor Capacity Grantor
 Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Reza Zandian
 Address: 6 rue Edouard Fournier
 City: 75116 Paris, France
 State: _____ Zip: _____

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Alborz Zandian & Niloofar Foughani
 Address: 6 rue Edouard Fournier
 City: 75116 Paris, France
 State: _____ Zip: _____

COMPANY/PERSON REQUESTING RECORDING

(required if not the seller or buyer)

Print Name: A+ Paralegals, Inc. Escrow # _____
 Address: 312 W. Fourth Street
 City: Carson City State: NV Zip: 89703

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

Exhibit 7

Exhibit 7

*** THIS IS AN UNOFFICIAL COPY ***

The undersigned hereby affirms that this document contains no individual's Federal Social Security number.

A.P.N.: 007-151-12
File No: 132-2273980 (CAC)
R.P.T.T.: \$1,435.00

05-27525-06

When Recorded Mail To: Mail Tax Statements To:
Reza Zandian and Niloofer Zandian
8775 Costa Verde Blvd #1416
San Diego, CA 92114

383845
OFFICIAL RECORDS
CHURCHILL COUNTY NEVADA
RECORDED BY
WESTERN NEVADA TITLE CO.
2006 JUL 10 PM 2:05

TRENA BURETTO
COUNTY RECORDER

FEE \$16.00 DEPA

UNOFFICIAL COPY

GRANT, BARGAIN and SALE DEED

FOR A VALUABLE CONSIDERATION the receipt of which is hereby acknowledged,

Ruth M. Keith, as Successor Co-trustees of the Karl M. Keith Family Trust

do(es) hereby *GRANT, BARGAIN and SELL* to

Reza Zandian and Niloofer Zandian, husband and wife as joint tenants with right of survivorship

the real property situate in the County of Churchill, State of Nevada, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Subject to

TOGETHER with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

Date: 06/27/2006

*** THIS IS AN UNOFFICIAL COPY ***

DESCRIPTION

383845

All that certain lot, piece or parcel of land situate in the County of Churchill, State of Nevada, described as follows:

A portion of the Northeast quarter of the Southeast quarter of Section 15, Township 19 North, Range 27 East, M.D.B. 1906, described as follows:

Commencing at the Northeast corner of the Southeast quarter of the Southeast quarter of said Section 15; thence North along the East line of said Section 15 a distance of 716 feet to a point on the Southerly right-of-way line of State Highway No. 50; thence North 58°51' West along the Southerly right-of-way line of said State Highway No. 50 a distance of 503 feet to the true point of beginning; thence continuing along said right-of-way line North 58°51' West a distance of 437 feet to a point of intersection with the Southeasterly line of "T" Line Canal; thence along the Southeasterly and Easterly line of said "T" Line Canal the following courses and distances: South 67°18' West 310 feet; thence on a curve to the left having a radius of 287.94 feet through a central angle of 89°52' for an arc distance of 331 feet; South 22°34' East 172 feet; thence on a curve to the right having a radius of 573.69 feet through a central angle of 53°24' for an arc distance of 730.00 feet; then South 30°50' West a distance of 82.5 feet to a point on the South line of the Northeast quarter of the Southeast quarter of said Section 15; thence along said line East a distance of 770.69 feet to the Southwesterly corner of parcel conveyed to James W. Cozart, et ux, by deed recorded March 7, 1956 in Book 32 of Deeds, Page 423, Churchill County, Nevada, records, thence North along the West line of said Cozart parcel a distance of 215 feet to the Southeasterly line of parcel conveyed to Andy J. Wilkins, et ux, by deed recorded December 2, 1954 in Book 31 of Deeds, Page 467, Churchill County, Nevada, records; thence along the Southerly line of said Wilkins parcel North 58°51' West 200 feet; thence North along the West line of said Wilkins parcel and the West line of parcel conveyed to Carl H. Johnston, et ux, by deed recorded October 14, 1954 in Book 31 of Deeds, Page 423, Churchill County, Nevada, records, a distance of 653.40 feet to the true point of beginning.

EXCEPTING from the herein above described parcel a parcel conveyed to Florence Caskell Mills by deed recorded July 6, 1956 in Book 32 of Deeds, Page 589, Churchill County, Nevada, records.

Note: The above Metes and Bounds description appeared previously in that certain instrument recorded October 8, 1980 in Book 184, Page 438, under Document No. 176006, Official Records.

END OF DOCUMENT

*** THIS IS AN UNOFFICIAL COPY ***

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

- a) 007-151-12
- b) _____
- c) _____
- d) _____

383845

2. Type of Property

- a) Vacant Land
- b) Single Fam. Res.
- c) Condo/Twnhse
- d) 2-4 Plex
- e) Apt. Bldg
- f) Comm'l/Ind'l
- g) Agricultural
- h) Mobile Home
- i) Other _____

FOR RECORDERS OPTIONAL USE

Book _____ Page: _____
 Date of Recording: **JUL 10 2006**
 Notes: _____

3. Total Value/Sales Price of Property: _____

\$350,000.00

Deed in Lieu of Foreclosure (only value of property) (\$ _____)

Transfer Tax Value: _____

\$350,000.00

Real Property Transfer Tax Due _____

\$1,435.00

4. **If Exemption Claimed:**

a. Transfer Tax Exemption, per 375.090, Section: _____

b. Explain reason for exemption: _____

5. Partial Interest: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: _____

Capacity: Grantee

Signature: _____

Capacity: _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Karl M. Kelth Family Trust

Print Name: Reza Zandian and Niloofer Zandian

Address: 3201 Plumus St #313

Address: 8775 Costa Verde Blvd,

City: Reno

City: San Diego

State: NV Zip: 89509

State: CA Zip: 92122

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

First American Title Company of

Print Name: Nevada

File Number: 132-2273980 CAC/CAC

Address: 1987 North Carson, Suite 65

City: Carson City

State: NV Zip: 89701

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

Exhibit 8

Exhibit 8

*** THIS IS AN UNOFFICIAL COPY ***

The undersigned hereby affirms that this document contains no individual's Federal Social Security number.

A.P.N.: 007-151-77

File No: 132-2275220 (CAC)

R.P.T.T.: \$295.20

05-27558-05

384273
OFFICIAL RECORDS
CHURCHILL COUNTY NEVADA
RECORDED BY
WESTERN NEVADA TITLE CO.
2006 JUL 27 PM 2:07

TRINA BUNETTO
COUNTY RECORDER
FEE 15.00 DEP. *[Signature]*

When Recorded, Mail To: Mail Tax Statements To:
Reza Zandian and Niloofar Zandian
8775 Costa Verde Blvd, 1416
San Diego, CA 92122

UNOFFICIAL COPY

GRANT, BARGAIN and SALE DEED

FOR A VALUABLE CONSIDERATION, part of which is hereby acknowledged,

Kent J. Regli and Dawn Regli, husband and wife as joint tenants

do(es) hereby GRANT, BARGAIN and SELL to

Reza Zandian and Niloofar Zandian, husband and wife as joint tenants with right of survivorship

the real property situate in the County of Churchill, State of Nevada, described as follows:

Parcel 1 of the Greg Jackson Parcel Map recorded February 25, 1983, under Document No. 194366, Official Records, Churchill County, Nevada.

Excepting therefrom that portion of said Parcel 1 transferred to the State of Nevada by Quitclaim Deed recorded April 17, 2002, under Document No. 342891, Official Records, Churchill County, Nevada.

Subject to

TOGETHER with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

Date: 07/05/2006

*** THIS IS AN UNOFFICIAL COPY ***

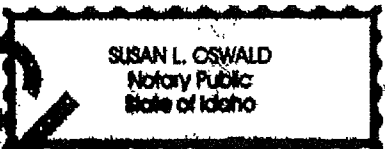
Kent J. Regli
Kent J. Regli
Dawn M. Regli
Dawn Regli

384273

STATE OF ~~NEVADA~~ *Idaho*
COUNTY OF ~~CARSON CITY~~ *Boise* 55.

This instrument was acknowledged before me on *July 10, 2006* by
Kent J. Regli and Dawn Regli.

Susan L. Oswald
Notary Public
(My commission expires: *4/26/2012*)



This Notary Acknowledgement is attached to that certain Grant-Bargain Sale Deed dated **July 05, 2006** under Escrow No. **132-2275220**.

"UNOFFICIAL COPY"

END OF DOCUMENT

*** THIS IS AN UNOFFICIAL COPY ***

STATE OF NEVADA
DECLARATION OF VALUE

- 1. Assessor Parcel Number(s)
 - a) 007-151-77
 - b) _____
 - c) _____
 - d) _____

384273

- 2. Type of Property
 - a) Vacant Land
 - b) Single Fam. Res.
 - c) Cond. Twnhse
 - d) 2-4 Plex
 - e) Apt. Bldg.
 - f) Comm'l/Ind'l
 - g) Agricultural
 - h) Mobile Home
 - i) Other _____

FOR RECORDERS OPTIONAL USE	
Book _____	Page: _____
Date of Recording: <u>AUG 27 2009</u>	
Notes: _____	

- 3. Total Value/Sales Price of Property: \$71,900.00
- Deed In Lieu of Foreclosure (only if value of property) (\$ _____)
- Transfer Tax Value: \$71,900.00
- Real Property Transfer Tax Due: \$295.20

- 4. **If Exemption Claimed:**
 - a. Transfer Tax Exemption, per 375.090, Section: _____
 - b. Explain reason for exemption: _____

- 5. Partial Interest: Percentage being transferred: _____ %
- The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: [Signature]
 Signature: [Signature]

Capacity: Grantor
 Capacity: _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Kent J. Regli and Dawn Regli
 Address: 7639S McDermott
 City: Kuna
 State: ID Zip: 83634

Print Name: Reza Zandian and
Nilooofar Zandian
 Address: 8775 Costa Verde Blvd,
 City: San Diego
 State: CA Zip: 92122

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

First American Title Company of
 Print Name: Nevada File Number: 132-2275220 CAC/CAC
 Address: 1987 North Carson, Suite 65
 City: Carson City State: NV Zip: 89701

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

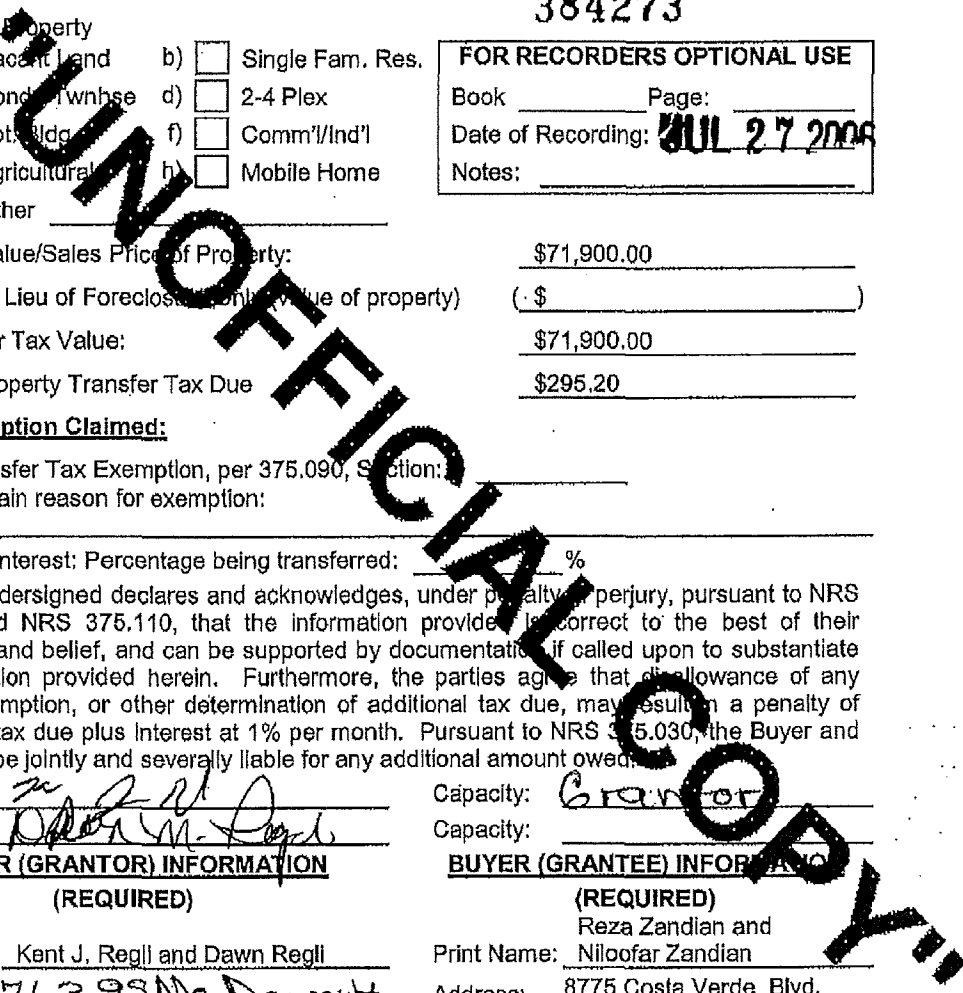


Exhibit 9

Exhibit 9

*** THIS IS AN UNOFFICIAL COPY ***

A.P.N.: 009-33-104
File No: 131-2206243 (CAC)
R.P.T.T.: \$82.60
04-25346-05

372686
OFFICIAL RECORDS
CHURCHILL COUNTY NEVADA
RECORDED BY
WESTERN NEVADA TITLE CO
2005 JUL -6 PM 2:30
TRENA MORETTO
COUNTY RECORDER
FEE \$50.00 DEP. [Signature]

When Recorded Mail To: Mail Tax Statements To:
Reza Zandian and Niloofar Foughani
220 Sussex Place
Carson City, NV 89703

UNOFFICIAL COPY

GRANT, BARGAIN and SALE DEED

FOR A VALUABLE CONSIDERATION the lot of which is hereby acknowledged,

Mary E. Yost, an unmarried woman and A. E. Yost, Jr., a married man as joint tenants

do(es) hereby GRANT, BARGAIN and SELL to

Reza Zandian and Niloofar Foughani, husband and wife as joint tenants with Right of Survivorship the real property situate in the County of Churchill, State of Nevada, described as follows:

Township 20 North, Range 27 East, M.D.B. & M., Section 22; The NW 1/4 of the NW 1/4; and the NW 1/4 of the SW 1/4 of the NW 1/4.

Excepting therefrom, 75% of heat, fluid and mineral rights as reserved by a prior grantor.

Further excepting and reserving unto Southern Pacific Land Company, its successors and assigns, all petroleum, oil, natural gas, and products derived therefrom, whether or underlying said land or that may be produced therefrom, and all rights thereto, together with the exclusive right at all times to enter upon or in said land to prospect for and to drill, bore, recover, and remove the same.

Subject to

TOGETHER with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

Date: 06/23/2005

*** THIS IS AN UNOFFICIAL COPY ***

372686

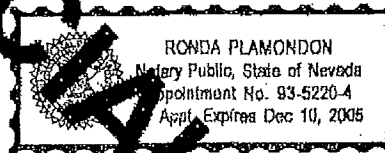
Mary E. Yost
Mary E. Yost

A. E. Yost Jr.
A. E. Yost Jr.

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

This instrument was acknowledged before me on 7/1/05 by
Mary E. Yost, an unmarried woman and A. E. Yost, Jr., an unmarried man as joint tenants.

Ronda Plamondon
Notary Public
(My commission expires: 12-10-05)



This Notary Acknowledgement is attached to that certain Grant, Bargain Sale Deed dated **June 23, 2005** under Escrow No. **131-2206243**.

"UNOFFICIAL COPY"

END OF DOCUMENT

*** THIS IS AN UNOFFICIAL COPY ***

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

- a) 009-33-104
- b) _____
- c) _____
- d) _____

2. Type of Property

- a) Vacant Land
- b) Single Fam. Res.
- c) Condo/Twnhse
- d) 2-4 Plex
- e) Apt. Bldg
- f) Comm'l/Ind'l
- g) Agriculture
- h) Mobile Home
- i) Other _____

372686

FOR RECORDERS OPTIONAL USE	
Book _____	Page: _____
Date of Recording: _____	
Notes: <u>JUL 06 2005</u>	

3. Total Value/Sales Price of Property: \$20,000.00

Deed in Lieu of Foreclosure (Only value of property) (\$ _____)

Transfer Tax Value: \$20,000.00

Real Property Transfer Tax Due: \$82.00

4. If Exemption Claimed:

- a. Transfer Tax Exemption, per 375.090, Section: _____
- b. Explain reason for exemption: _____

5. Partial Interest: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that misstatement of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: Mary E. Yost

Capacity: owner

Signature: Reza Zandian

Capacity: owner

SELLER (GRANTOR) INFORMATION
(REQUIRED)

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Mary E. Yost

Print Name: Reza Zandian and

Address: P.O. Box 1616

Print Name: Niloofer Foughani

City: Fallon

Address: 220 Sussex Place

State: NV Zip: 89407

City: Carson City

State: NV Zip: 89406/ 89703

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

First American Title Company of

Print Name: Nevada

File Number: 131-2206243 CAC/CAC

Address: 1213 South Carson Street

City: Carson City

State: NV Zip: 89701

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

Exhibit 10

Exhibit 10

DOC # 4335754

03/18/2014 04:28:04 PM
Requested By
A+ PARALEGALS INC
Washoe County Recorder
Lawrence R. Burtness - Recorder
Fee: \$18.00 RPTT: \$0.00
Page 1 of 2

APN: 079-150-12

Recording Requested by:
Grantor, Reza Zandian

When Recorded Mail Document and tax statements to:
Niloofar Foughani
6 rue Edouard Fournier
75116 Paris, France



SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

GRANT DEED

I, Reza Zandian (also known as Resa Zandian), hereby grants his 50% of said property from, RESA ZANDIAN and NILOOFAR FOUGHANI, husband and wife as joint tenants with right of survivorship, to NILOOFAR FOUGHANI 30% (on behalf of herself 10%, Nikan Zandian Jazi 10% and Rayan Zandian 10%) (per financial agreement entered into in Las Vegas, Nevada and dated 08-21-2003) and ALBORZ ZANDIAN, 10% an unmarried man, as joint tenants with right of survivorship.

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

The Southwest Quarter (SW ¼) of Section 25, Township 21 North, Range 23 East, M.D.M.

Together with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

March 12, , 2014



Signature: Reza Zandian

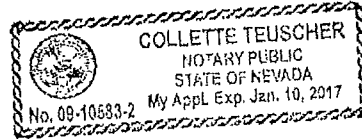
-LOOSE CERTIFICATE ATTACHED-

4335754 Page 2 of 2 - 03/18/2014 04:28:04 PM

State of Nevada
County of Washoe

This instrument was acknowledged before me on March 12, 2014 by Reza Zandain.

Collette Teuscher
Notary Public



-THIS ACKNOWLEDGEMENT IS ATTACHED TO A GRANT DEED
Dated March 12, 2014

COPY

Exhibit 11

Exhibit 11

DOC # 3236343

06/27/2005 10:18A Fee:15.00

BK1

Requested By

FIRST AMERICAN TITLE

Washoe County Recorder

Kathryn L. Burke - Recorder

Pg 1 of 2 RPTT 369.00

A.P.N.: 079-150-12

File No: 121-2208137 (JB)

R.P.T.T.: \$369.00



When Recorded Mail To: Mail Tax Statements To:
Resa Zandian and Niloofer Foughani
8775 Costa Verde #1416
San Diego, CA 92122

GRANT, BARGAIN and SALE DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

John Clifton, an unmarried man

do(es) hereby *GRANT, BARGAIN and SELL* to

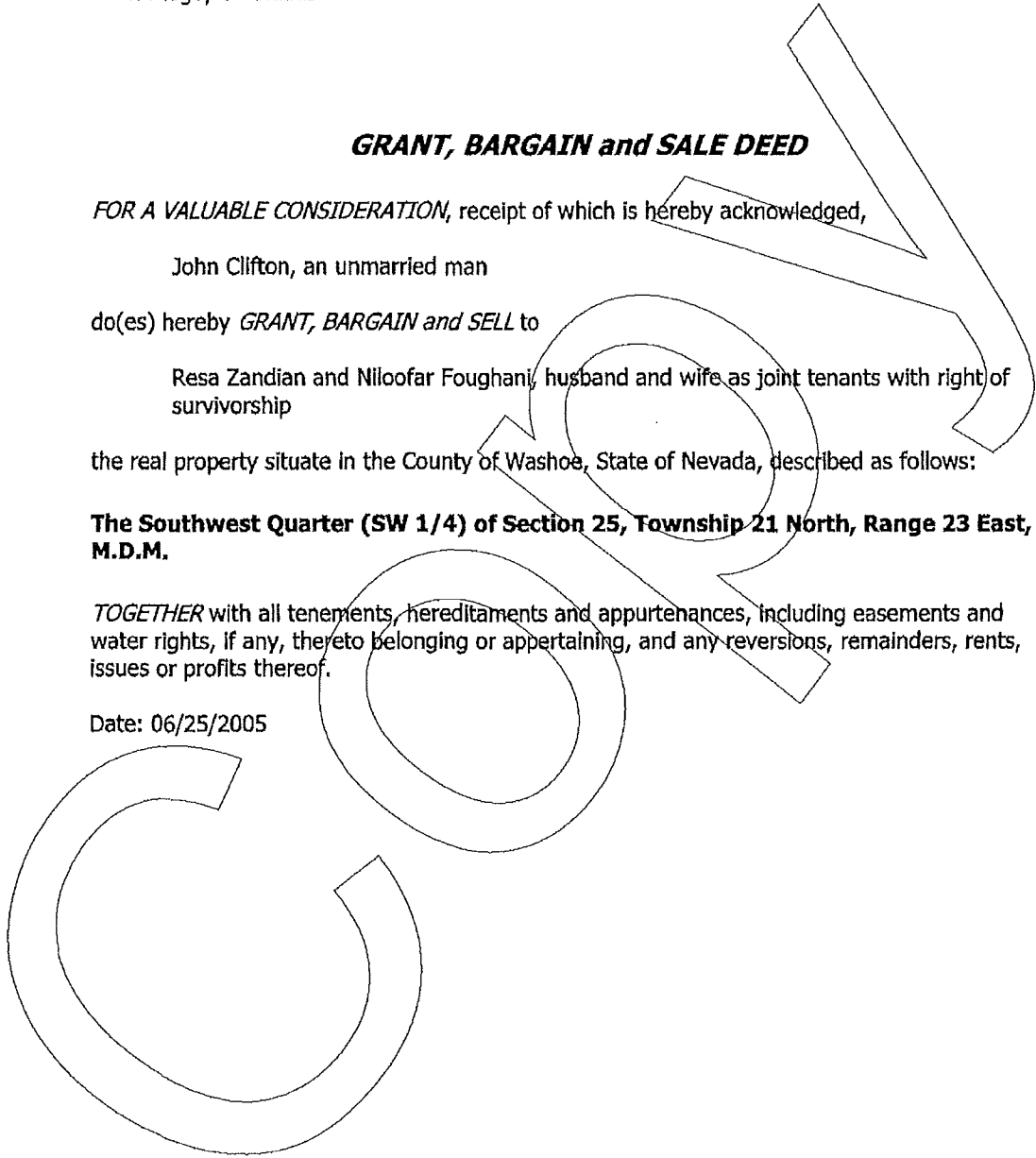
Resa Zandian and Niloofer Foughani, husband and wife as joint tenants with right of survivorship

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

The Southwest Quarter (SW 1/4) of Section 25, Township 21 North, Range 23 East, M.D.M.

TOGETHER with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

Date: 06/25/2005

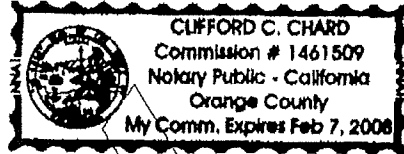


John Clifton
John Clifton

STATE OF ~~CALIFORNIA~~ NEVADA
: ss.
COUNTY OF ORANGE

This instrument was acknowledged before me on
JUNE 3, 2005 by
John Clifton.

Clifford C. Chard
Notary Public
(My commission expires: 2/7/08)



This Notary Acknowledgement is attached to that certain Grant, Bargain Sale Deed dated 06/02/2005 under Escrow No. 121-2208137

COPY

Exhibit 12

Exhibit 12

DOC # 4335755

03/18/2014 04:28:04 PM
Requested By
A+ PARALEGALS INC
Washoe County Recorder
Lawrence R. Burtness - Recorder
Fee: \$22.00 RPTT: \$0.00
Page 1 of 6

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

Recording Requested by:
Grantor, Reza Zandian



When Recorded Mail Document and tax statements to:
Niloofer Foughani
6 rue Edouard Fournier
75116 Paris, France

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

GRANT DEED

I, Reza Zandian, hereby grant said property from, FRED SADRI Trustee of the Star Living Trust, dated April 14, 1997, as to an undivided 1/3 interest, RAY KOROGHLI and SATHSOWI THAY KOROGHLI, as Managing Trustees of the KOROGHLI MANAGEMENT TRUST, as to an undivided 1/3 interest and REZA ZANDIAN, a married man as his sole and separate property, as to an undivided 1/3 interest, as tenants in common, to, FRED SADRI Trustee of the Star Living Trust, dated April 14, 1997, as to an undivided 1/3 interest, RAY KOROGHLI and SATHSOWI THAY KOROGHLI, as Managing Trustees of the KOROGHLI MANAGEMENT TRUST, as to an undivided 1/3 interest and ALBORZ ZANDIAN, an unmarried man, 6.66%, and Niloofer Foughani, 19.98% (on behalf of herself 6.66%, Nikan Zandian Jazi 6.66% and Rayan Zandian 6.66%) (per financial agreement entered into in Las Vegas, Nevada and dated 08-21-2003), as tenants in common.

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

See Exhibit "A"

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

March 12, 2014

Signature: Reza Zandian

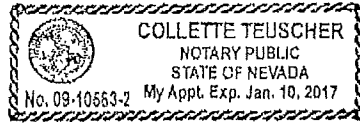
-LOOSE CERTIFICATE ATTACHED-

4335755 Page 2 of 6 - 03/18/2014 04:28:04 PM

State of Nevada
County of Washoe

This instrument was acknowledged before me on March 12, 2014 by Reza Zandain.

Collette Teuscher
Notary Public



-THIS ACKNOWLEDGEMENT IS ATTACHED TO A GRANT DEED
Dated March 12, 2014

COPY

EXHIBIT "A"

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

**PARCEL A:
APN 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:
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 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:
APN 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.

4335755 Page 4 of 6 - 03/18/2014 04:28:04 PM

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.

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 $\frac{1}{2}$ 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.

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 $\frac{1}{4}$ 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:
APN 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 substance, 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 13

Exhibit 13

APN: 079-150-09,10,13 084-040-02,04,06,10 084-130-07
RPTT \$#3 0844017

DOC # 2900593
08/05/2003 03:48P Fee:19.00
BK1
Requested By
WESTERN TITLE COMPANY INC
Washoe County Recorder
Kathryn L. Burke - Recorder
Pg 1 of 8 RPTT 0.00



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

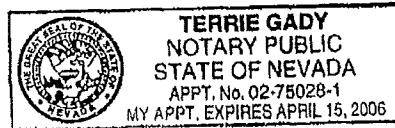
NILOO FAR FOUGHANI

This instrument was acknowledged before me on

AUGUST 5, 2003

by NILOO FAR FOUGHANI

Terrie Gady
Notary Public





2900593
08/05/2003
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.

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



2900593
08/08/2003
3 of 6

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



2900593
08/06/2003
4 of 6

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



2960593
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.

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



2988593
08/06/2003
6 of 6

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

PARCEL I:

A.P.N. 084-140-17

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

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

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

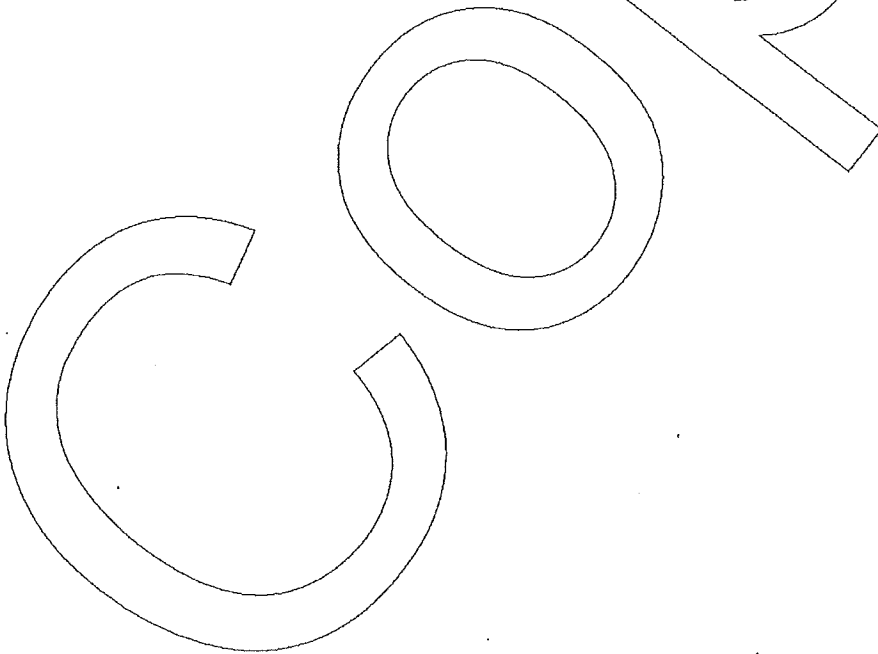


Exhibit 14

Exhibit 14

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 tax statement to above

25269-0812

00130277

GRANT, BARGAIN AND SALE DEED



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

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

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

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

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

GRANTOR reserves to itself the exclusive right and privilege to enter on the property for the purposes of exploration and prospecting for the development, extraction, mining, production, removal and sale of all minerals, mineral substances, metals, 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



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08/06/2003
2 of 7

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

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

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

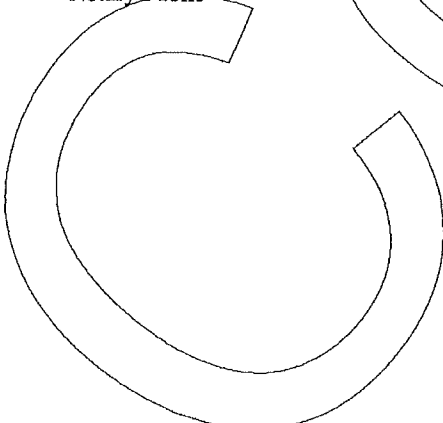
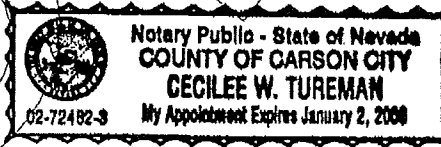
**NEVADA LAND AND RESOURCE COMPANY, LLC, A
DELAWARE LIMITED LIABILITY COMPANY**

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

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

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

Cecile W. Tureman
Notary Public





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



2968582
99/06/2993
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



2966582
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



2980592
08/08/2003
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 $\frac{1}{4}$ of Section 15, Township 20 North, Range 23 East, M.D.B.&M.

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

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

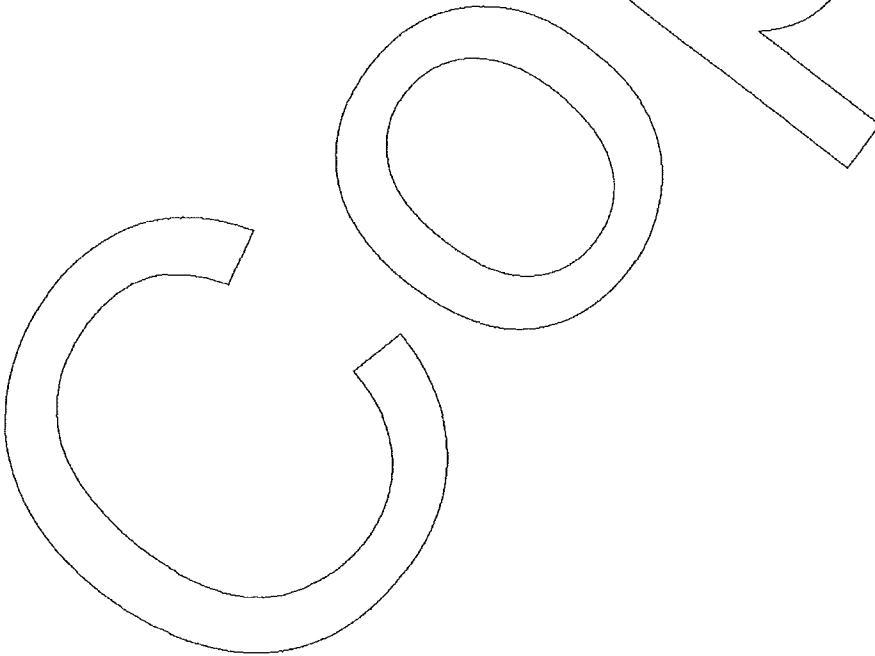


Exhibit 15

Exhibit 15

DOC # 3547263

06/22/2007 04:41:06 PM
Requested By
JOHN PETER LEE
Washoe County Recorder
Kathryn L. Burke - Recorder
Fee: \$132.00 RPTT: \$0.00
Page 1 of 119



JUDGMENT CONFIRMING
ARBITRATION AWARD

Recording requested by:

JOHN PETER LEE, LTD.

Return to:

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

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

1 JUDGE
 2 JOHN PETER LEE, LTD.
 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

FILED

JUN 8 10 51 AM '07

[Signature]
 CLERK OF THE COURT

DISTRICT COURT

CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDIAN JAZI,
 10 Plaintiff,

CASE NO.: A511131
 DEPT. NO.: XI

11 v.

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

16 Defendants.

**JUDGMENT CONFIRMING
 ARBITRATION AWARD**

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

19 Counterclaimants,

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

20 v.

21 GHOLAMREZA ZANDIAN JAZI,

22 Counterdefendant.

24 WENDOVER PROJECT, LLC,

25 Counterclaimant,

26 v.

27 GHOLAMREZA ZANDIAN JAZI,

28 Counterdefendant.

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

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

6 1334.022860-JLR

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

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

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

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

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

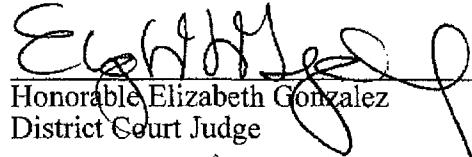
23 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all relief granted in the
 24 Implementation Award dated the 29th day of November, 2006, a copy of which is attached hereto
 25 as Exhibit "3" is granted by this Court.

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


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

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

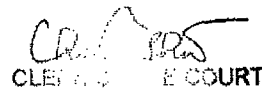
3 Dated this 7 day of June, 2007.

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

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


CLERK OF COURT

JUN 8 '07

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

COPY

EXHIBIT ONE

RECEIVED
SEP 22 2006
JOHN PETER LEE, LTD.

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

10 DISTRICT COURT
11 CLARK COUNTY, NEVADA

12 GHOLAMREZA ZANDIAN JAZI,)
13)
14 Plaintiff,)

Case No. A511131
Dept. No. XII

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)
21 RANCH, LLC, a Nevada limited liability)
22 company, and NEVADA LAND AND)
23 WATER RESOURCES, LLC, a Nevada)
24 limited liability company,)

25 Defendants.)
26)
27)
28)

ARBITRATION DECISION

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

33 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 fhafe@faychale.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;

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;

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;

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


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

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

FLORIAN, MALE
SPECIAL MASTER
2300 W. LAS VEGAS AVE., SUITE 900
LAS VEGAS, NEVADA 89102
PHONE (702) 457-5267 EMAIL flmale@flloydhale.com

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

DATED this 20th day of September, 2006.

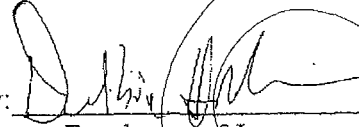
By: 
FLOYD HALE, Arbitrator
2300 West Sahara Avenue, #900
Las Vegas, NV 89102

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
LAS VEGAS, NV
PHONE (702) 457-5257
WE. SUITE 900
LAS VEGAS, NV 89102
EMAIL fahale@floydahale.com

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COPY

EXHIBIT TWO

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

7 DISTRICT COURT
 8 CLARK COUNTY, NEVADA

10 GHOLAMREZA ZANDIAN JAZI,)
 11)
 12 Plaintiff,)
 13 vs.)
 14 RAY KOROGHIL, 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.)

Case No. A511131
 Dept. No. XII

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

ARBITRATION DECISION

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

28

Oct. 11. 2006 3:20PM JAMES LASVEGAS

No. 8194 P. 2/2

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

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

7 6. That the parties, through counsel, will prepare all necessary
8 documents to effect the transfers of the real estate assets and LLC
9 entities and the parties to this lawsuit and Arbitration will execute all
10 necessary documents to effect this Arbitration Order, including a
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 By: 

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

18 CERTIFICATE OF FACSIMILE

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

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

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

26 By: 

Employee of Jams

FLOYD A. HALE
SPEECHMASTER
2300 W. SAHARA, SUITE 900
LAS VEGAS, NV 89102
PHONE (702) 457-5287 EMAIL fha@floydahale.com

COPY

EXHIBIT THREE

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

RECEIVED
NOV 30 2006
JOHN PETER LEE, LTD.

DISTRICT COURT
CLARK COUNTY, NEVADA

GHOLAMREZA ZANDIAN JAZI,

Plaintiff,

CASE NO.: A511131
DEPT. NO.: XIII

v.

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

BEFORE ARBITRATOR
FLOYD A. HALE

Defendants.

IMPLEMENTATION AWARD

RAY KOROGHLI, individually and FARIBORZ FRED SADRI, individually,

Counterclaimants,

v.

GHOLAMREZA ZANDIAN JAZI,

Counterdefendant.

WENDOVER PROJECT, LLC,

Counterclaimant,

v.

GHOLAMREZA ZANDIAN JAZI,

Counterdefendant.

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

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

6 1334.022860-sy

7 **IMPLEMENTATION AWARD**

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

15 After considering the papers filed by both parties including draft transfer documents,
 16 **THE FOLLOWING IMPLEMENTATION AWARD IS ENTERED:**

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

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

JOHN PETER LEE, LTD.
ATTORNEYS AT LAW
830 LAS VEGAS BLVD. SOUTH
LAS VEGAS, NEVADA 89101
Telephone (702) 382-4044
Telecopier (702) 383-9933

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

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

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

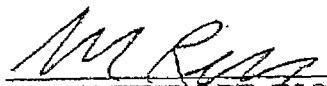
16. All parties are to sign the Mutual Release of Claims provided by Plaintiff as Exhibit "16" on November 2, 2006, and deliver a Counterpart to the other party's counsel within ten (10) from this Award.

Dated this 29th day of November, 2006.


FLOYD A. HALE, ARBITRATOR

Respectfully submitted

JOHN PETER LEE, LTD:


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

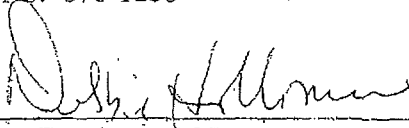
JOHN PETER LEE, LTD.
ATTORNEYS AT LAW
830 LAS VEG. BLVD. SOUTH
LAS VEGAS, NEVADA 89101
Telephone (702) 382-4044
Telecopier (702) 383-9950

CERTIFICATE OF FACSIMILE AND MAILING

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

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

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

By: 
Employee of Jams

COPY

COPY

Exhibit 1

APN: 076-100-19

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

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

320 acre parcel

QUITCLAIM DEED

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

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

RAY KOROGHLI, individually

FARIBORZ FRED SADRI, individually

FARIBORZ FRED SADRI, as Trustee of the
Star Living Trust

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

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

NOTARY PUBLIC

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

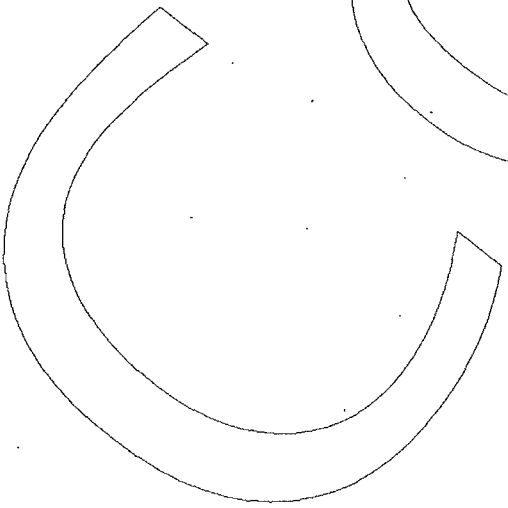
On _____, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Fariborz Fred Sadri, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

NOTARY PUBLIC

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

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

NOTARY PUBLIC



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

WASHOE COUNTY QUICK INFO (Summary data may not be complete representation of property)				10/18/2006	
Owner Information & Legal Description			Building Information		
APN	076-100-19		Property Name:		
Parcel Map Map Warehouse			Quality	Bldg Type	
Card	1 of 1		Stories		
Situs	SPANISH SPRINGS RD		Year Built	0	Square Feet
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	
	LAS VEGAS NV 89180-1624		Full Baths	0	Finished Bsmt
Owner 2			Half Baths	0	Unfin Bsmt
Owner 3			Fixtures	0	Bsmt Type
Rec Doc No	02957442	Rec Date	11/21/2003	Fireplaces	0
Prior Owner	GRAHAM,EARL L & JONI		Heat Type	Total Gar Area	
Prior Doc	02623847	11/30/2001	Sec Heat Type	Gar Type	
Legal Desc	34-1-1-2		Ext Walls	Det Garage	
Subdivision	34-1-1-2		Sec Ext Walls	Bsmt Gar Door	
	Lot	Block	Sub Map#	Roof Cover	Sub Floor
	Record of Survey Map	Parcel Map#		%Incomplete	0
Section 34	Township 21	Range 21	SPC	Obso/Bldg Adj	0
Tax Dist	4400	Add'l Tax Info	Prior APN	Construction Mod	0
				Last Activity	CEM 04/08/1996
					Last Permit

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

Valuation Information	2005/2006 FV	2006/2007 FV	Sales/Transfer Information/Recorded Document				
			V-Code	LUC	Doc Date	Value	Grantor
Taxable Land Value	78,304	86,917	1SVR	012	11/21/2003	95,000	GRAHAM,EARL L & JONI
Txble Improvement Value	0	0	3NTT	012	11/30/2001	0	LONDON,DALE R
Secured Personal Property (rounded)	0	0	3NTT	012	11/30/2001	0	GRAHAM,EARL L & JONI
Taxable Total	78,304	86,917			07/07/1997	0	
Assessed Land Value	27,406	30,421	1GCR	012	06/03/1997	70,000	
Assessed Improvement Value	0	0			08/01/1976	10,980	

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

3547263 Page 21 of 119 06/22/2007 04:41:06 PM

Assessed Personal Prop		0	assessment purposes only. Zoning information should be verified with the appropriate planning agency.
Total Assessed	27,406	30,421	
Supplemental New Const	0	0	

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

Sketch Is Not Available On-Line.	Property Photo Is Not Available On-Line.
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3547263 Page 22 of 119 06/22/2007 04:41:06 PM

COPY

Exhibit 2

APN: 076-100-19

WHEN RECORDED, RETURN TO

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

GRANTEE/MAIL TAX STATEMENTS TO:

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

320 acre parcel

GRANT, BARGAIN AND SALE DEED

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

WITNESSETH

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

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

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

SUBJECT TO rights, reservations and restrictions of record.

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

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				Property Name:			
Parcel Map Map Warehouse				Bldg Type			
Card 1 of 1				Quality			
Situs SPANISH SPRINGS RD				Stories			
Owner 1 BIG SPRING RANCH LLC				Year Built 0			
Mail Address P O BOX 81624				W.A.Y. 0			
LAS VEGAS NV 89180-1624				Bedrooms 0			
Owner 2				Full Baths 0			
Owner 3				Half Baths 0			
Rec Doc No 02957442 Rec Date 11/21/2003				Fixtures 0			
Prior Owner GRAHAM, EARL L & JONI				Fireplaces 0			
Prior Doc 02623847 11/30/2001				Heat Type			
Legal Desc 34-1-1-2				Sec Heat Type			
Subdivision 34-1-1-2				Ext Walls			
Lot Block Sub Map#				Sec Ext Walls			
Record of Survey Map Parcel Map#				Roof Cover			
Section 34 Township 21 Range 21 SPC				%Incomplete 0			
Tax Dist 4400 Add'l Tax Info Prior APN				Obso/Bldg Adj 0			
				Construction Mod 0			
				Last Activity CEM 04/08/1996			
				Last Permit			
Land Information							
Land Use	012	Zoning	GR	Sewer	NONE	Value Year	2007
Size	320 Ac	Water	NONE	Street	NONE	Reason	Reappraisal
						Reapp Years	2002-2007
Valuation Information		2005/2006 FV		2006/2007 FV		Sales/Transfer Information/Recorded Document	
Taxable Land Value	78,304	78,304	86,917	V-Code	LUC	Doc Date	Value
Taxble Improvement Value	0	0	0	1SVR	012	11/21/2003	95,000
Secured Personal Property (rounded)	0	0	0	3NTT	012	11/30/2001	0
Taxable Total	78,304	78,304	86,917	3NTT	012	11/30/2001	0
Assessed Land Value	27,406	27,406	30,421			07/07/1997	0
Assessed Improvement Value	0	0	0	1GCR	012	06/03/1997	70,000
						08/01/1976	10,980
All data on this form is for use by the Washoe County Assessor for							

3547263 Page 26 of 119 06/22/2007 04:41:06 PM

Assessed Personal Prop		0	assessment purposes only. Zoning information should be verified with the appropriate planning agency.
Total Assessed	27,406	30,421	
Supplemental New Const	0	0	
We are currently experiencing some problems with our photo and sketch database which can cause the wrong sketch or photo to display, please review any sketches and photos carefully.			
Sketch Is Not Available On-Line.		Property Photo Is Not Available On-Line.	

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3547263 Page 27 of 119 06/22/2007 04:41:06 PM

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Exhibit 3

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

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

NOTARY PUBLIC

COPY

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					Property Name:											
Parcel Map Map Warehouse					Quality		Bldg Type									
Card 1 of 1					Stories											
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									
Main Address P O BOX 81624					Bedrooms 0		Finished Bsmt 0									
LAS VEGAS NV 89180-1624					Full Baths 0		Unfin Bsmt 0									
Owner 2					Half Baths 0		Bsmt Type									
Owner 3					Fixtures 0		Gar Conv Sq Foot 0									
Rec Doc No 02957442		Rec Date 11/21/2003			Fireplaces 0		Total Gar Area 0									
Prior Owner GRAHAM,EARL L & JONI					Heat Type		Gar Type									
Prior Doc 02623847 11/30/2001					Sec Heat Type		Det Garage 0									
Legal Desc 34-1-1-2					Ext Walls		Bsmt Gar Door 0									
Subdivision 34-1-1-2					Sec Ext Walls		Sub Floor									
Lot Block		Sub Map#			Roof Cover		Frame									
Record of Survey Map		Parcel Map#			%Incomplete 0		Units/Bldg 0									
Section 34		Township 21		Range 21	SPC	Obso/Bldg Adj 0		Units/Parcel 0								
Tax Dist 4400		Add'l Tax Info		Prior APN		Construction Mod 0		Last Permit								
						Last Activity CEM 04/08/1996										
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		Sales/Transfer Information/Recorded Document									
Taxable Land Value			78,304		86,917		V-Code		LUC		Doc Date		Value		Grantor	
Txble Improvement Value			0		0		1SVR		012		11/21/2003		95,000		GRAHAM,EARL L & JONI	
Secured Personal Property (rounded)			0		0		3NTT		012		11/30/2001		0		LONDON,DALE R	
Taxable Total			78,304		86,917		3NTT		012		11/30/2001		0		GRAHAM,EARL L & JONI	
Assessed Land Value			27,406		30,421						07/07/1997		0			
Assessed Improvement Value			0		0		1GCR		012		06/03/1997		70,000			
											08/01/1976		10,980			
All data on this form is for use by the Washoe County Assessor for																

3547263 Page 31 of 119 06/22/2007 04:41:06 PM

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

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COOPY

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Exhibit 4

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

WHEN RECORDED, RETURN TO

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

GRANTEE/MAIL TAX STATEMENTS TO:

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

Pah Rah parcel

GRANT, BARGAIN AND SALE DEED

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

WITNESSETH

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

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

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

SUBJECT TO rights, reservations and restrictions of record.

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

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

RAY KOROGHLI, individually

FARIBORZ FRED SADRI, individually

FARIBORZ FRED SADRI, as Trustee of the
Star Living Trust

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

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

NOTARY PUBLIC

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

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

NOTARY PUBLIC

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

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

NOTARY PUBLIC

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

DOC # 2900592
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 Tax Statement to Above
25269-DALZ
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

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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 SFR 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.

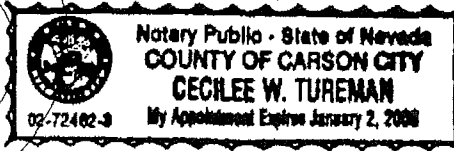
NEVADA LAND AND RESOURCE COMPANY, LLC, A
DELAWARE LIMITED LIABILITY COMPANY

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

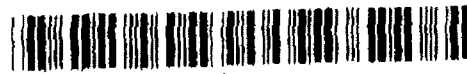
STATE OF NEVADA)
) ss.
COUNTY OF CARSON CITY)

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

Cecilee W. Tureman
Notary Public



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EXHIBIT "A"

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

PARCEL A:

A.P.N. 079-150-09

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

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

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

PARCEL B:

A.P.N. 079-150-10

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

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

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



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

PARCEL C:

A.P.N. 079-150-13

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

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

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

PARCEL D:

A.P.N. 084-040-02

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

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

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



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

PARCEL E:

A.P.N. 084-040-04

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

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

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

PARCEL F:

A.P.N. 084-040-06

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

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

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



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

PARCEL G:

A.P.N. 084-040-10

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

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

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

PARCEL H:

A.P.N. 084-130-07

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

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

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



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

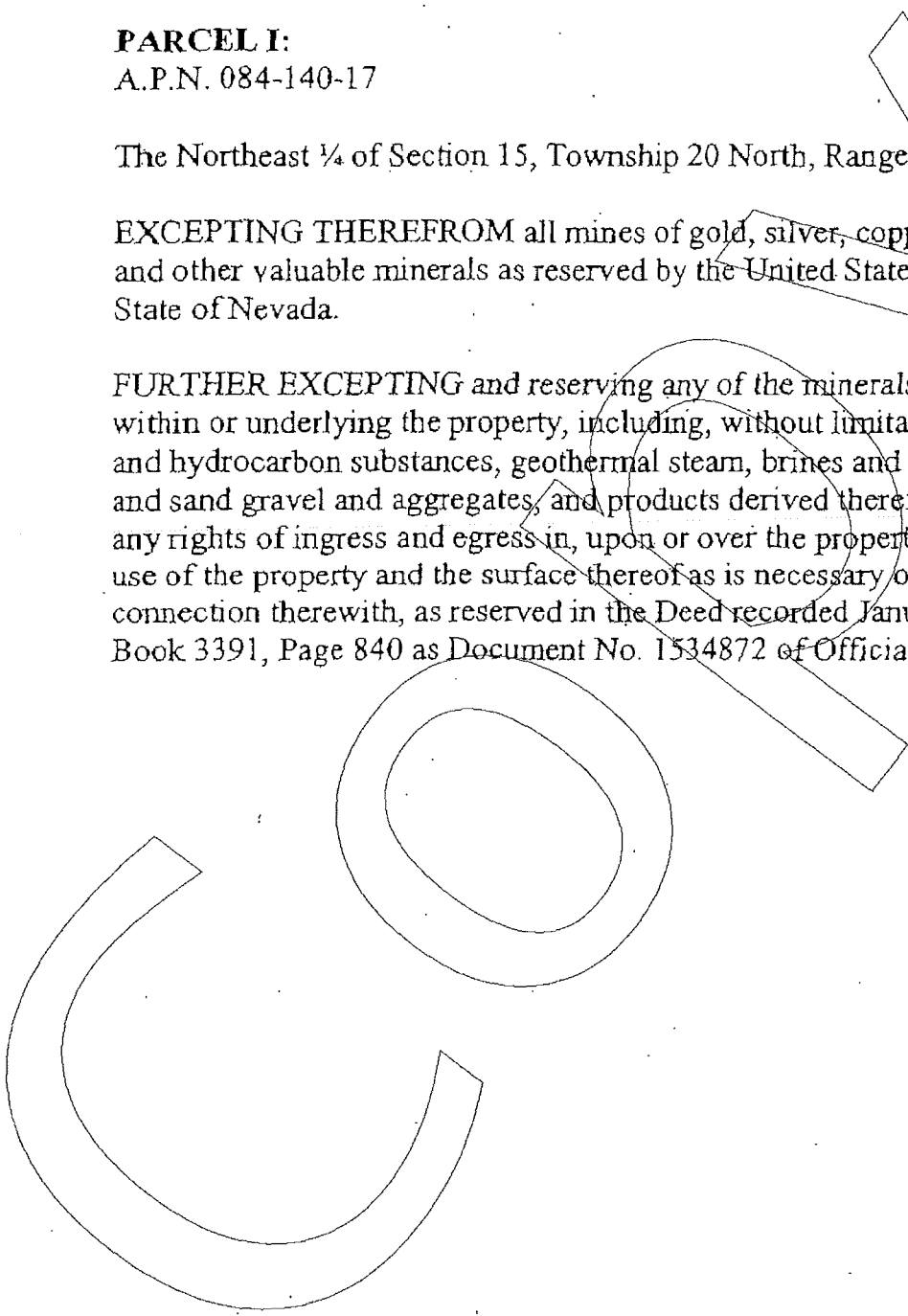
PARCEL I:

A.P.N. 084-140-17

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

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

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



COPY

Exhibit 5

REQUEST FOR FULL RECONVEYANCE

TO: Western Title Company, Inc., Trustee

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

DATED this _____ day of _____, 2006.

Fariborz Fred Sadri

STAR LIVING TRUST

BY: _____
Fariborz Fred Sadri, Trustee

Pah Rah parcel

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

084-140-17

DOC # 2900594

06/06/2003 03:45P Fee:48.00

BK1

Requested By

WESTERN TITLE COMPANY INC

Washoe County Recorder

Kathryn L. Burke - Recorder

Pg 1 of 10 RPT 0.00

RECORDING REQUESTED BY:

Western Title Company, Inc.

WHEN RECORDED MAIL TO:

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



(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

COUNTY	BOOK	PAGE	DOC. NO.
Churchill	39	363	115384
Clark	Mortgages 850 Off. Rec.		682747
Douglas	57 Off. Rec.	115	40050
Elko	192 Off. Rec.	652	35747
Esmeralda	3-X Deeds	195	35922
Eureka	22 Off. Rec.	138	45941
Humboldt	28 Off. Rec.	124	131075
Lander	24 Off. Rec.	168	50782
Lincoln			45902
Lyon	37 Off. Rec.	341	100661
Mineral	11 Off. Rec.	129	89073
Nye	105 Off. Rec.	107	04823
Orrsby	72 Deeds	537	32867
Pershing	11 Off. Rec.	249	66107
Storey	"S" Off. Rec.	206	31506
Washoe	300 Off. Rec.	517	107192
White Pine	295 R.E. Records	258	

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



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

STATE OF NEVADA

COUNTY OF CLARK

} ss

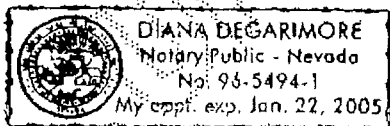
This instrument was acknowledged before me on

AUGUST 5th, 2003

by REZA ZANDIAN

REZA ZANDIAN

Diana DeGarinore
Notary Public



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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 enumeration 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 thereof, Beneficiary may procure such insurance and/or make such repairs, and expend for either of such purposes such SLDM or sums as Beneficiary shall deem proper.
- (3) To appear in and defend any action or proceeding purporting to affect the security hereof or the, rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
- (4) To pay at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock, water rights and grazing privileges; when due, all encumbrances, charges and liens, with interest, on said property or any part 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 hereby.

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 gent, 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 Trustee, 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 title 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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06/26/2003
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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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08/06/2007
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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



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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08/06/2003
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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



2986594
88/66/2663
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.

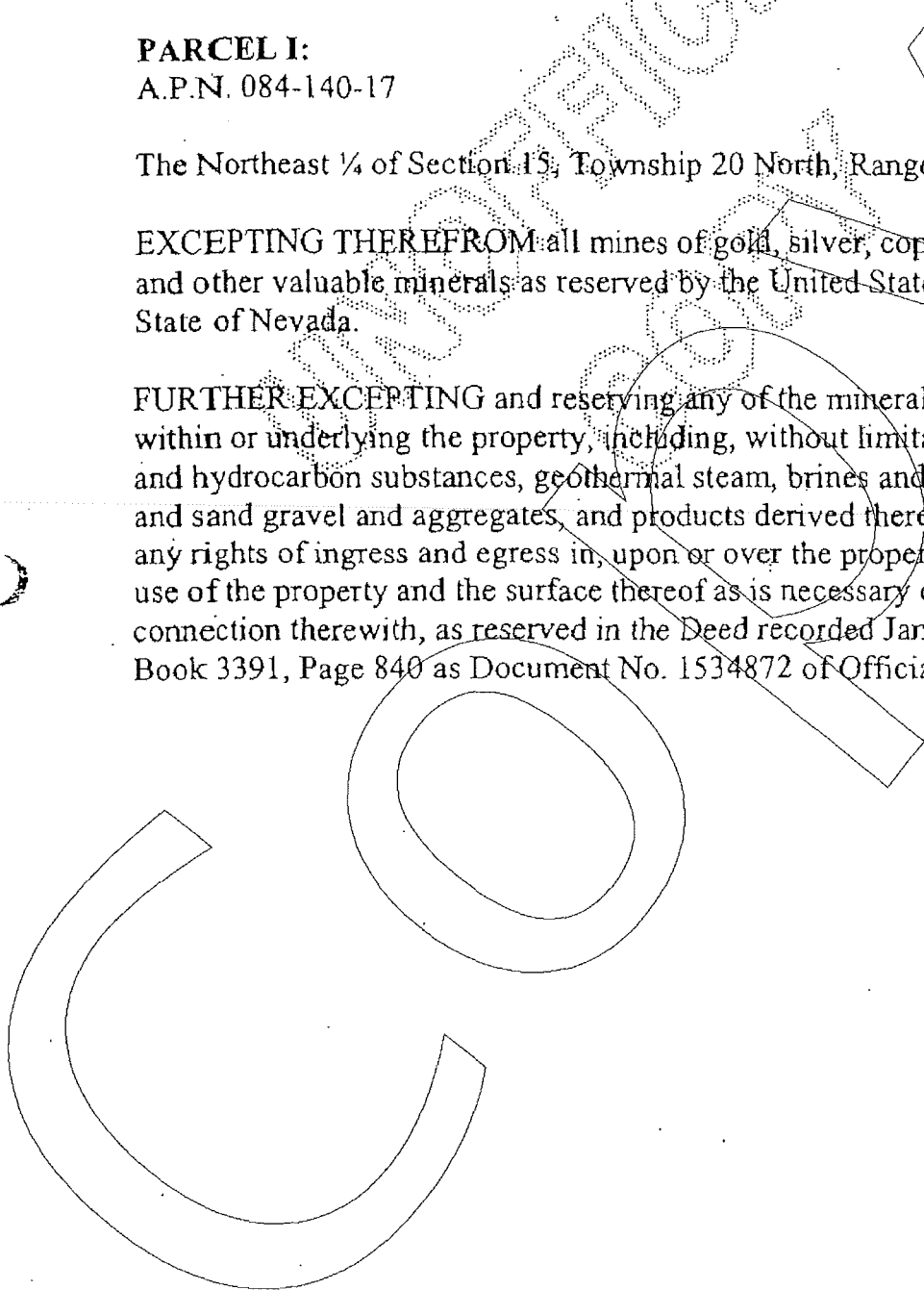
PARCEL I:

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.



COPY

Exhibit 6

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

WHEN RECORDED, RETURN TO

GRANTEE/MAIL TAX STATEMENTS TO:

Wendover Parcel

QUITCLAIM DEED

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

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

GHOLAMREZA ZANDIAN JAZI

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

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

NOTARY PUBLIC

45 92 512362
FEE 44 FILE #
REQUEST OF

2003 DEC 30 PM 4:09

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

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

0301167

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

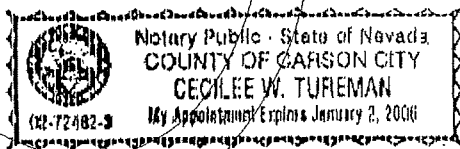
By: *Dorothy A. Timian-Palmer*
DOROTHY A. TIMIAN-PALMER
Chief Operating Officer/Director

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"
 Elic Mps Parrish Windover Property Legal Descriptions

TWP	RNG	SEC	ALIQUOT PARTS	ACREAGE
32N	69E	01	Lots 1-3, S/2 N/2, S/2	600.34
32N	69E	02	S/2 N/2, S/2	480.00
32N	70E	05	Lots 4, 6, 7, 10, 12, 13, SW/4 NW/4	164.62
33N	69E	01	S/2	320.00
33N	69E	12	All	640.00
33N	69E	25	All	640.00
33N	69E	35	N/2, N/2 S/2	480.00
33N	69E	36	N/2, N/2 SW/4, SE/4, SE/4 SW/4	600.00
33N	70E	08	Lots 2, 8, 9 and 11	35.00
33N	70E	15	Lots 12, 13, 15, 18, 20, 23-25, and 28-30, NE/4 SW/4 SE/4 NW/4, E/2 SE/4 SE/4 NW/4, NW/4 SE/4 SE/4 NW/4	46.23
33N	70E	17	S/2 S/2	160.00
33N	70E	19	All	640.00
33N	70E	20	Lots 2, 3, 6, 11, NW/4 NE/4, N/2 SW/4 NE/4, SE/4 SW/4 NE/4, N/2 SW/4 SW/4 NE/4, NW/4, N/2 SW/4, SW/4 SW/4	416.67
33N	70E	20	Lots 8, 9 and S/2 SW/4 SW/4 NE/4	73.01
33N	70E	21	Lot 2	13.21
33N	70E	29	Lots 3, 5, 8, NW/4 NW/4	73.10
33N	70E	29	Lot 2	16.01
33N	70E	30	Lots 2, 3, NE/4, W/2, W/2 SE/4	612.50
33N	70E	31	Lots 2, 4, 5, 8, 10, 11, NW/4, W/2 SW/4	372.91
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)	3.07
33N	70E	*	Parts of 9, 10 and 16 (Parcel 4 of recorded parcel map #485646)	65.31

* These parcels cover more than one section

6,457.24

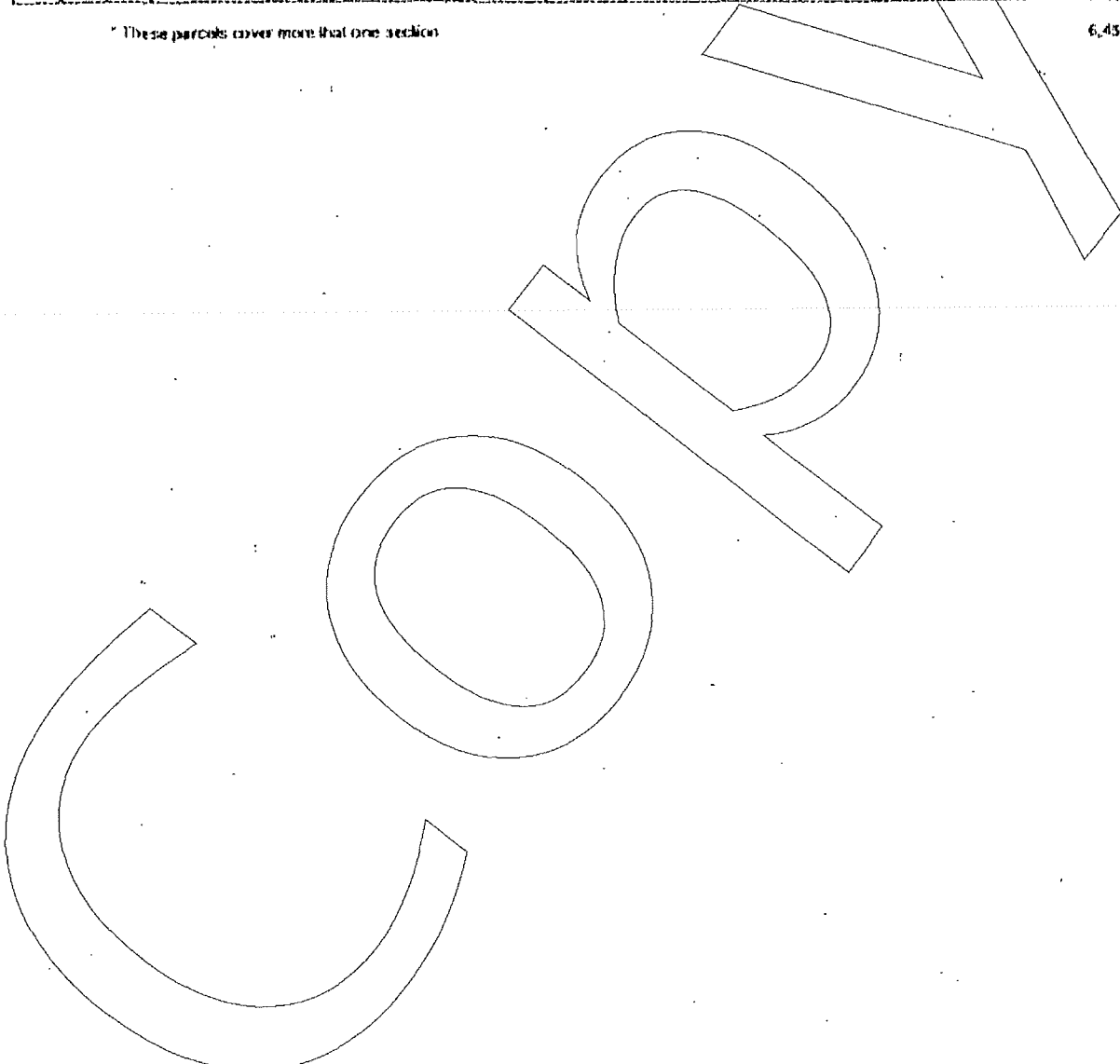
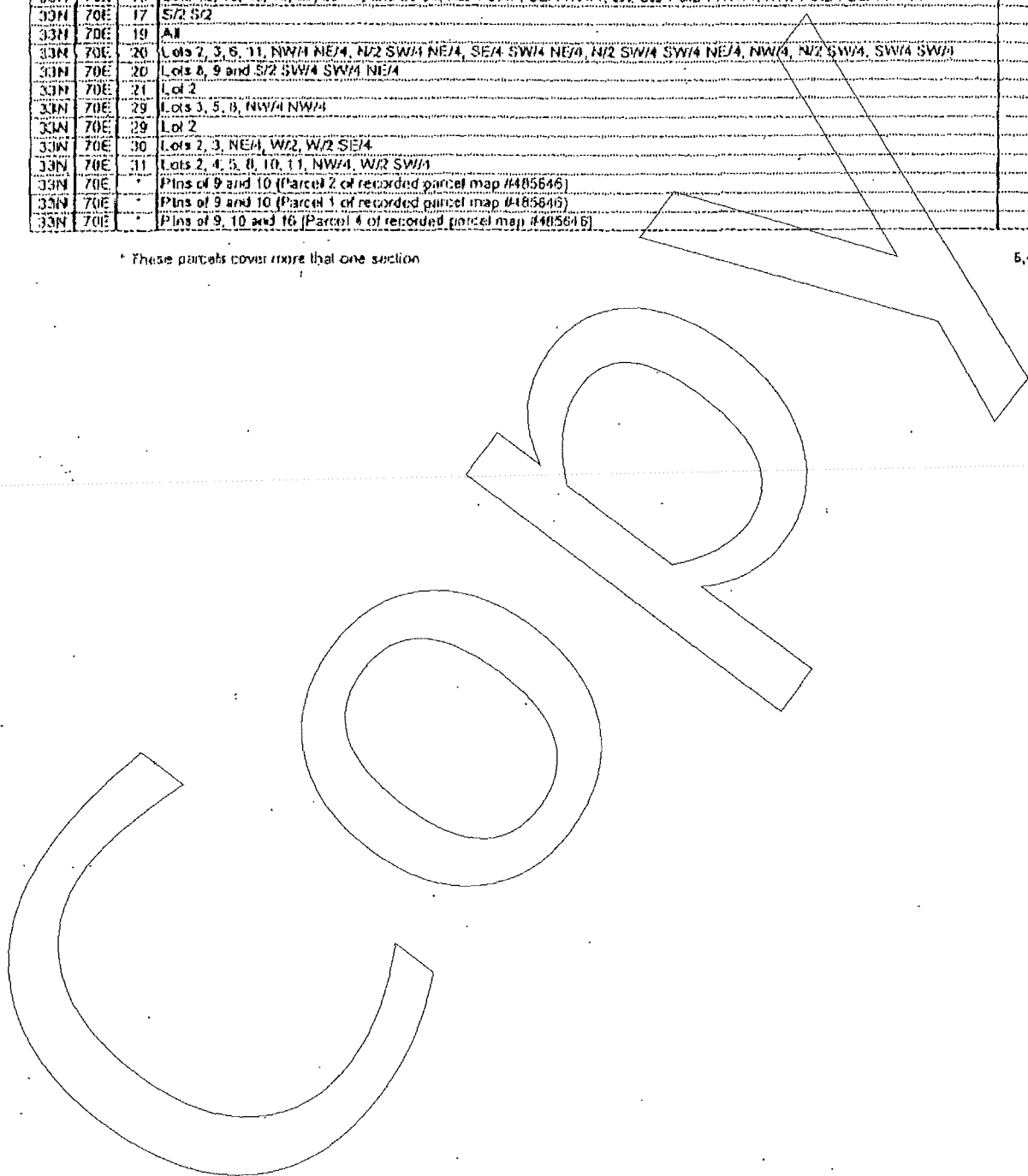


Exhibit "A"
Big Springs Ranch Werdover Property Legal Descriptions

TWN	RNG	SEC	ALLOT/OT PARTS	ACREAGE
32N	69E	01	Lots 1-4, S/2 N/2, S/2	640.34
32N	69E	02	S/2 N/2, S/2	480.00
32N	70E	05	Lots 4, 5, 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, 16, 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, 5, 11, NW/4 NE/4, N/2 SW/4 NE/4, SE/4 SW/4 NE/4, N/2 SW/4 SW/4 NE/4, NW/4, N/2 SW/4, SW/4 SW/4	416.67
33N	70E	20	Lots 8, 9 and S/2 SW/4 SW/4 NE/4	73.01
33N	70E	21	Lot 2	13.21
33N	70E	29	Lots 3, 5, 8, NW/4 NW/4	73.11
33N	70E	29	Lot 2	16.11
33N	70E	30	Lots 2, 3, NE/4, W/2, W/2 SE/4	612.56
33N	70E	31	Lots 2, 4, 5, 8, 10, 11, NW/4, W/2 SW/4	372.91
33N	70E	*	Pins of 9 and 10 (Parcel 2 of recorded parcel map #485645)	4.20
33N	70E	*	Pins of 9 and 10 (Parcel 3 of recorded parcel map #485645)	3.87
33N	70E	*	Pins of 9, 10 and 16 (Parcel 4 of recorded parcel map #485645)	65.31

* These parcels cover more than one section

6,457.24



Order No.: 03011167

LEGAL DESCRIPTION

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

PARCEL 1:

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

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

Section 2: S1/2N1/2; S1/2;

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

Section 1: S1/2;

Section 12: All;

Section 25: All;

Section 35: N1/2; N1/2S1/2;

Section 36: N1/2; N1/2SW1/4; SE1/4; SE1/4SW1/4;

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

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

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

Section 8: Lots 2, 3, 4, 5, 6, 9 and 11;

Section 9: SE1/4SE1/4; N1/2SW1/4SW1/4SE1/4; E1/2SW1/4SE1/4;

Section 10: Lot 4;

Section 15: Lots 12, 13, 15, 18, 20, 23, 24, 25, 26,

28, 29 and 30; NE1/4SW1/4SE1/4NW1/4;

E1/2SE1/4SE1/4NW1/4; NW1/4SE1/4SE1/4NW1/4;

Section 16: N1/2NE1/4NE1/4NE1/4;

Section 17: S1/2S1/2;

Section 19: All;

Section 20: Lots 2, 3, 6 and 11; NW1/4NE1/4; N1/2SW1/4NE1/4;

SE1/4SW1/4NE1/4; N1/2SW1/4SW1/4NE1/4; NW1/4;

N1/2SW1/4; SW1/4SW1/4;

Section 21: Lot 2;

Section 29: Lots 3, 5 and 8; NW1/4NW1/4;

Section 30: Lots 2 and 3; NE1/4; W1/2; W1/2SE1/4;

Section 31: Lots 2, 4, 5, 8, 10 and 11; NW1/4; W1/2SW1/4;

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

- 1 -

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.

COPY

Exhibit 7

ASSIGNMENT OF INTEREST IN WENDOVER PROJECT, LLC

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

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

The undersigned executes this Assignment on the _____ day of _____,

2006.

GHOLAMREZA ZANDIAN JAZI

COPY

Exhibit 8

512358
FEE \$ 5.00 FILE #
PROJECT #

2003 DEC 30 PM 4:08

Stewart Title Co.

JERRY B. SYDOLUS
ELKO COUNTY RECORDER

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

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

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.

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

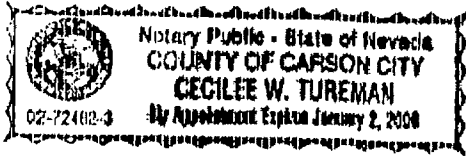
By: *[Signature]*
DOROTHY A. TIMIAN-PALMER
Chief Operating Officer/Director

STATE OF NEVADA)
) ss.
CARSON CITY)

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

Cecile W. Tureman

NOTARY PUBLIC



COPY

EXHIBIT A

County	APN #	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 pth of W/2 east of the Nevada Northern Railroad as now constructed	366.98

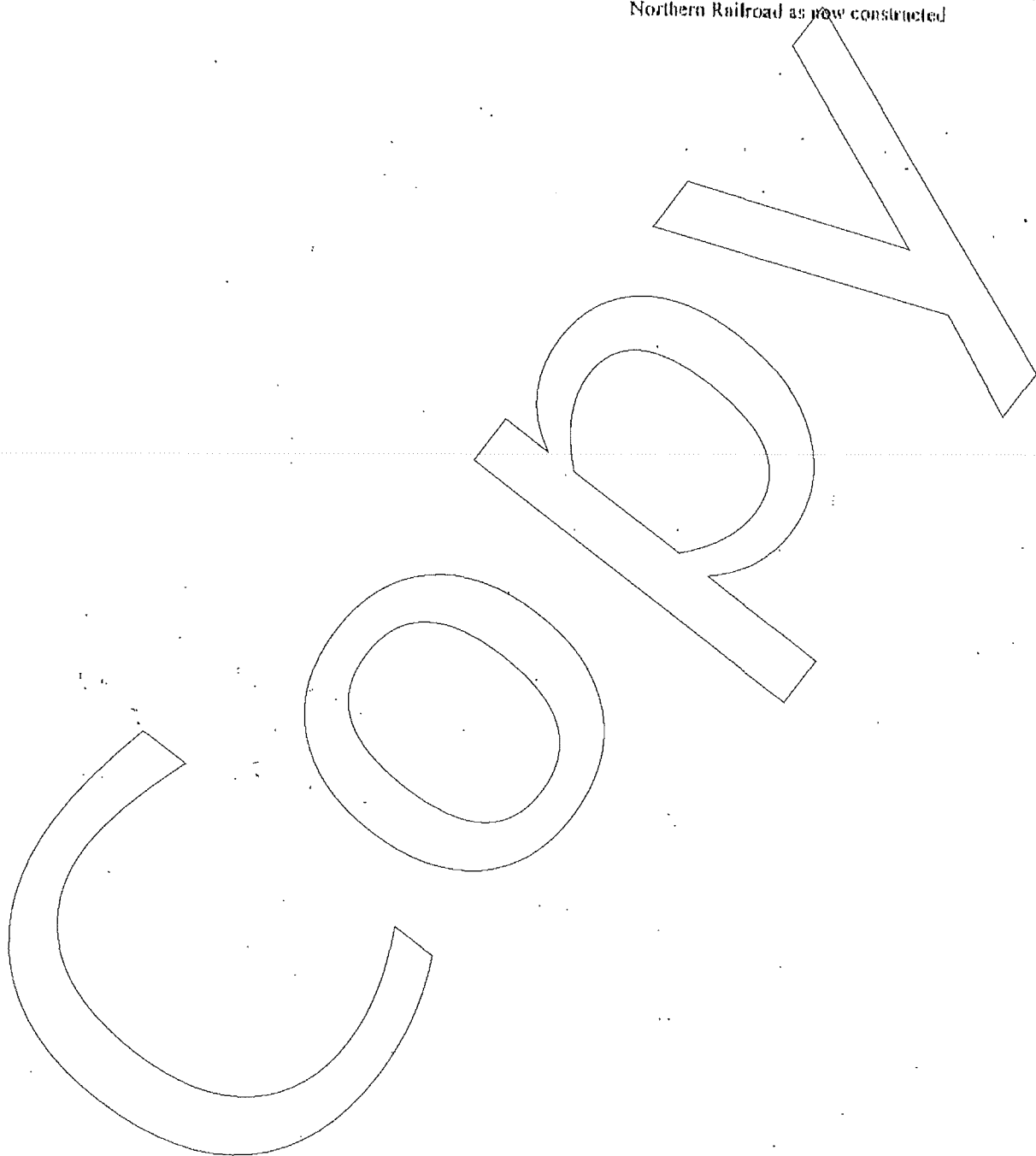
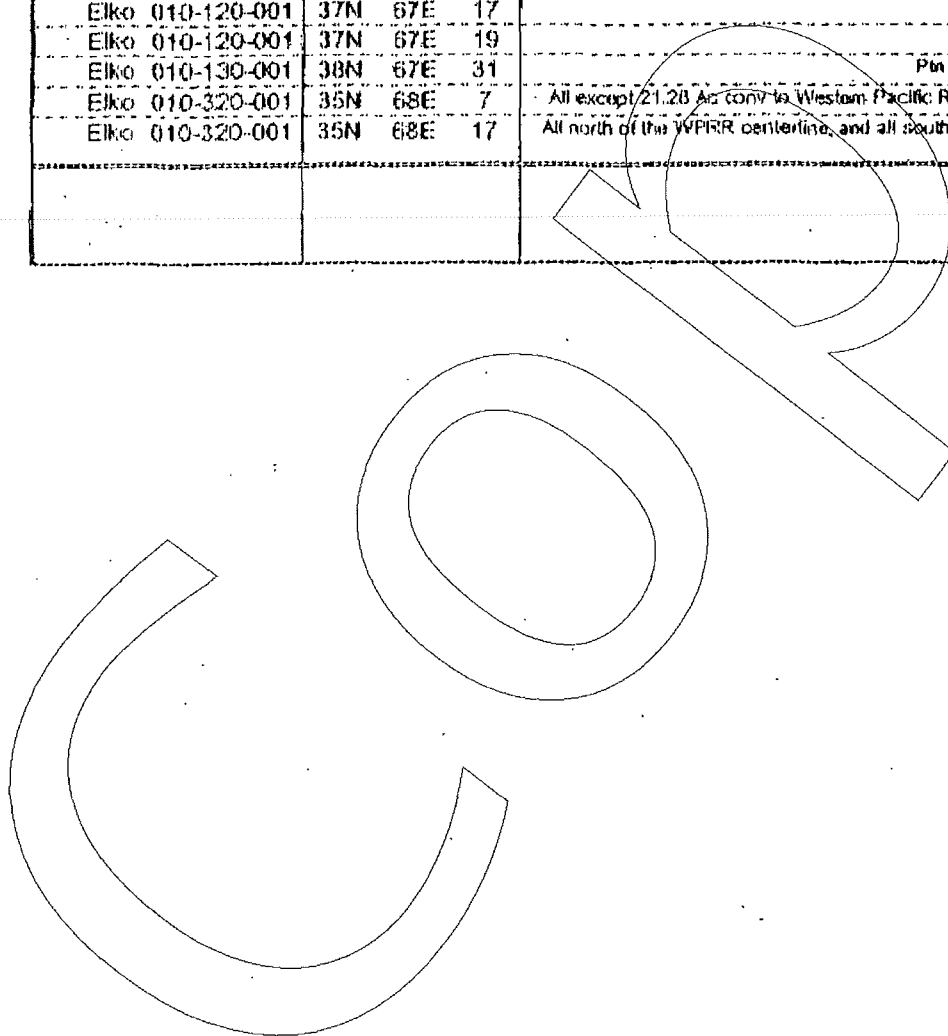


EXHIBIT "A"
Big Springs Ranch Legal Descriptions

County	APN #	Tw	Rng	Sec	Aliquot Parts	Acres
Elko	009-530-001	34N	66E	3	All	643.64
Elko	009-530-001	34N	66E	4	Lots 3 and 4, S/2 NW/4, SW/4 (W/2)	319.92
Elko	009-530-001	34N	66E	5	All	638.12
Elko	009-530-001	34N	66E	9	All	640.00
Elko	009-530-001	34N	66E	15	All	640.00
Elko	009-540-001	35N	66E	1	All	666.40
Elko	009-540-001	35N	66E	2	Lots 3 and 4, S/2 NW/4, SW/4 (W/2)	331.44
Elko	009-540-001	35N	66E	3	All	665.12
Elko	009-540-001	35N	66E	9	All	640.00
Elko	009-540-001	35N	66E	10	E/2 E/2	160.00
Elko	009-540-001	35N	66E	11	All	640.00
Elko	009-540-001	35N	66E	13	All	640.00
Elko	009-540-001	35N	66E	14	W/2 W/2	160.00
Elko	009-540-001	35N	66E	15	All	640.00
Elko	009-540-001	35N	66E	21	All	640.00
Elko	009-540-001	35N	66E	22	NE/4, SE/4 NW/4, N/2 SE/4, SW/4 SE/4, SE/4 SW/4	360.00
Elko	009-540-001	35N	66E	23	All	640.00
Elko	009-540-001	35N	66E	25	All	640.00
Elko	009-540-001	35N	66E	27	All	640.00
Elko	009-540-001	35N	66E	28	SE/4, SE/4 NE/4	200.00
Elko	009-540-001	35N	66E	33	All	640.00
Elko	009-540-001	35N	66E	34	W/2	320.00
Elko	009-540-001	35N	66E	35	All	640.00
Elko	009-550-001	36N	66E	1	All	642.24
Elko	009-550-001	36N	66E	11	All less 70.23 in I-80 ROW	569.77
Elko	009-550-001	36N	66E	13	All	640.00
Elko	009-550-001	36N	66E	15	All	640.00
Elko	009-550-001	36N	66E	21	E/2	320.00
Elko	009-550-001	36N	66E	22	W/2 NW/4, S/2	400.00
Elko	009-550-001	36N	66E	23	All	640.00
Elko	009-550-001	36N	66E	25	All	640.00
Elko	009-550-001	36N	66E	26	W/2 W/2	160.00
Elko	009-550-001	36N	66E	27	All	640.00
Elko	009-550-001	36N	66E	28	E/2 E/2, W/2 SE/4 less 4.60 Ac to Beaumont in SE/4 SW/4, SW/4 SE/4	235.50
Elko	009-550-001	36N	66E	33	All	640.00
Elko	009-550-001	36N	66E	34	All	640.00
Elko	009-550-001	36N	66E	35	All	640.00
Elko	009-560-004	37N	66E	25	All less 15.22 Ac St Rt. 300 RW	624.78
Elko	009-560-004	37N	66E	27	SE/4 SE/4	40.00
Elko	009-560-004	37N	66E	35	All	625.34
Elko	009-570-011	38N	66E	23	Ptn 200' south of the CPRR centerline	568.06
Elko	009-570-011	38N	66E	25	Ptn 200' south of the CPRR centerline except 6.44 Ac in N/2 for Wyo tract	591.44
Elko	010-090-001	34N	67E	1	All	638.80
Elko	010-090-001	34N	67E	3	All	638.04
Elko	010-090-001	34N	67E	9	All	640.00
Elko	010-090-001	34N	67E	11	All	640.00

County	APN #	Twn	Rng	Sec	Aliquot Parts	Acres
Elko	010-090-001	34N	67E	13	All	640.00
Elko	010-090-001	34N	67E	15	All	640.00
Elko	010-090-001	34N	67E	17	All	640.00
Elko	010-090-001	34N	67E	19	NE/4, E/2 NW/4, Lots 1 and 2 (N/2) except 4.60 Ac conv to Nevada Northern Railroad Co.	306.35
Elko	010-090-001	34N	67E	21	N/2	320.00
Elko	010-090-001	34N	67E	22	All	640.00
Elko	010-090-001	34N	67E	23	N/2	320.00
Elko	010-090-003	34N	67E	7	Part of the E/2 W/2 west of the NWRR 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 pin conv to State of NV for Hwy	608.15
Elko	010-110-001	36N	67E	31	All except 12.14 Ac conv to Northern Nevada Railroad Co.	627.26
Elko	010-120-001	37N	67E	1	Pin 200' south of the CPRR centerline less 12.76 Ac to SR-30 R/W	589.64
Elko	010-120-001	37N	67E	5	Pin 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	Pin 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	Pin 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 SR-30 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 SR-30 R/W	621.98
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 53, 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

3 72497

Order No. 03012789

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

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

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

PARCEL 3:

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

- Section 7: All;

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

Section 17: All that portion lying northerly of a line parallel with and one hundred (100) feet northerly of the center center line of Western Pacific Railway Company's railroad known as Arnold "L-1" or "34" line and all that portion lying southerly of a line parallel with and one hundred (100) feet southerly of the center line of Western Pacific Railway Company's railroad known as "R-2" or "44" line, which railroad rights of way were conveyed to Western Pacific Railway Company by Deed No. 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.

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

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

PARCEL 4:

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

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

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

PARCEL 5:

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

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

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

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

Order No. 03012789

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

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

PARCEL 6:

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

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

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

Section 9: NW1/4; S1/2;

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

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

Section 17: All;

Section 19: All;

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

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Order No. 03012789

PARCEL 7:

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

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

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

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

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

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

PARCEL 8:

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

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

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

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

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

Continued on next page

Order No. 03012789

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

Section 13: All;

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

Section 15: All;

Section 23: All;

Section 25: All;

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

PARCEL 9:

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

Section 35: All;

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

PARCEL 10:

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

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

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

PARCEL 11:

Continued on next page

Order No. 03012789

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

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

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

PARCEL 12:

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

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

EXCEPTING AND RESERVING THEREFROM the following described land:

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

THENCE North 25°20' East, 486.81 feet;

THENCE South 64°40' East, 303.07 feet;

THENCE South 25°21' West, 140.51 feet;

THENCE South 64°40' East, 140.00 feet;

THENCE South 25°20' West, 346.30 feet;

THENCE North 64°40' West, 443.07 feet;

Section 33: All;
 Section 34: All;

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Order No. 03012789

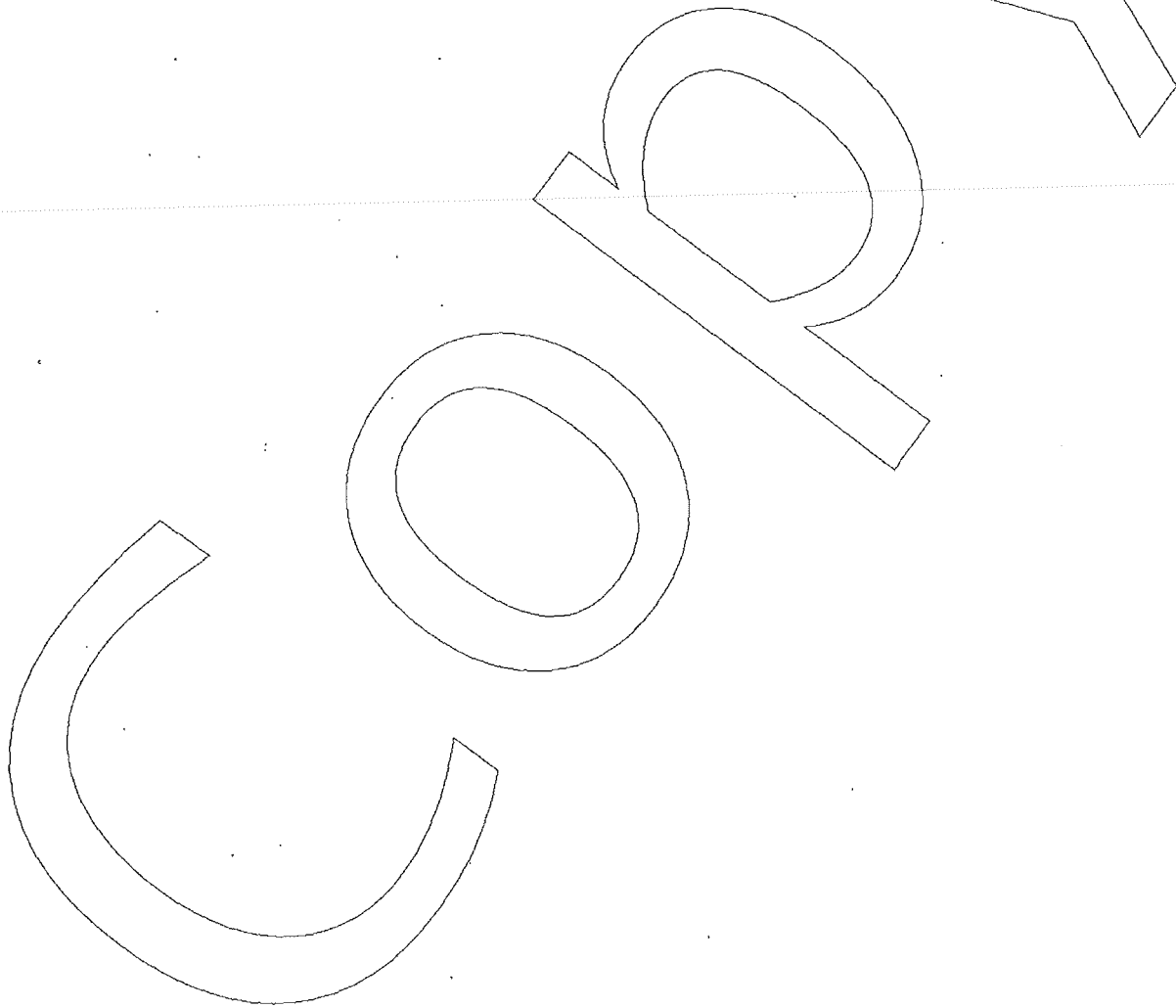
EXCEPTING FROM Parcel 12 all right, title and interest to coal, oil, gas and other minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Russell Wilkins, et ux, et al, in Deed recorded December 10, 1946 in Book 55, Page 63, Deed Records, Elko County, Nevada.

PARCEL 13:

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

Section 34: W1/2;

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



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FEE 17 FILE REQUEST

2003 DEC 30 PM 4:08

Stewart Title Co.

JERRY B. DEWOLUS
LAND SALES REPRESENTATIVE

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 17th 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,

EXHIBIT A

County	APN #	Twn	Range	Sec	Aliquot Parts	Acres
Elko	009-530-001	34N	66E	1	All except 0.23 Ac conty 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 pto of W/2 east of the Nevada Northern Railroad as now constructed	366.98

COPY

PARCEL 14:

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

Section 5: All;
Section 7: All;

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

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

FURTHER EXCEPTING THEREFROM that portion of the 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.

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COPY

Exhibit 9

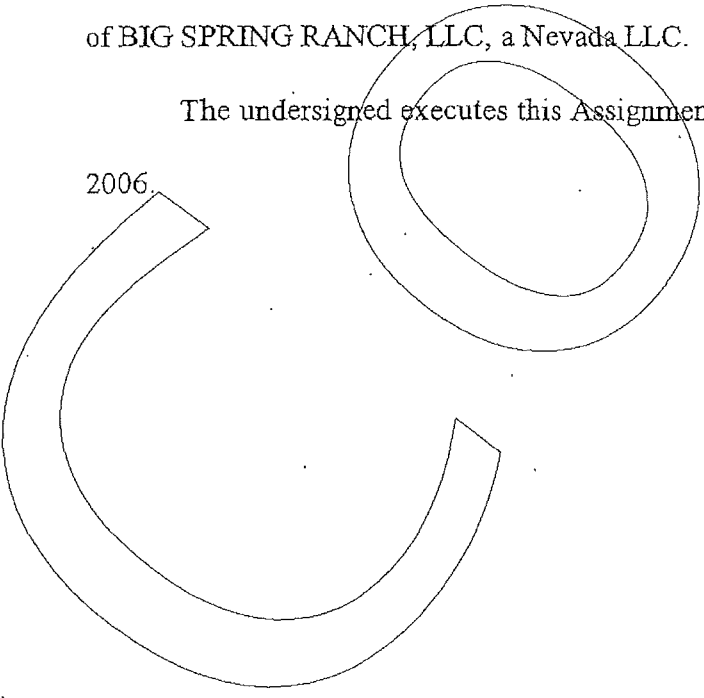
ASSIGNMENT OF INTEREST IN BIG SPRING RANCH, LLC

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

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

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

GHOLAMREZA ZANDIAN JAZI



COPY

Exhibit 10

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

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

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

The undersigned executes this Assignment on the _____ day of _____,

2006.

GHOLAMREZA ZANDIAN JAZI

COPY

Exhibit 11

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

7 DISTRICT COURT
 8 CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDIAN JAZI,
 10 Plaintiff,

CASE NO.: A511131
 DEPT. NO.: XIII

11 v.

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

RELEASE OF LIS PENDENS

16 Defendants.

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

19 Counterclaimants,

DATE: N/A
 TIME: N/A

20 v.

21 GHOLAMREZ ZANDIAN JAZI,

22 Counterdefendant.

24 WENDOVER PROJECT, LLC,

25 Counterclaimant,

26 v.

27 GHOLAMREZ ZANDIAN JAZI,

28 Counterdefendant.

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

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

6 1334.022860-JLR

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

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

12 DATED this _____ day of _____, 2006.

13 JOHN PETER LEE, LTD.

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

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

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

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

7 DISTRICT COURT
8 CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDIAN JAZI,
10 Plaintiff,

CASE NO.: A511131
DEPT. NO.: XIII

11 v.

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

RELEASE OF LIS PENDENS

16 Defendants.

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

19 Counterclaimants,

DATE: N/A
TIME: N/A

20 v.

21 GHOLAMREZ ZANDIAN JAZI,

22 Counterdefendant.

23
24 WENDOVER PROJECT, LLC,

25 Counterclaimant,

26 v.

27 GHOLAMREZ ZANDIAN JAZI,

28 Counterdefendant.

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

6 1334 022860-JLR

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

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

12 DATED this _____ day of _____, 2006.

13 JOHN PETER LEE, LTD.

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

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

23
 24
 25
 26
 27
 28

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

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

9 GHOLAMREZA ZANDIAN JAZI,
 10 Plaintiff,

CASE NO.: A511131
 DEPT. NO.: XIII

11 v.

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

RELEASE OF LIS PENDENS

16 Defendants

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.

DATE: N/A
 TIME: N/A

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

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

7 DISTRICT COURT

8 CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDIAN JAZI,
10 Plaintiff,

CASE NO.: A511131
DEPT. NO.: XIII

11 v.

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

RELEASE OF LIS PENDENS

16 Defendants.

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

19 Counterclaimants,

DATE: N/A
TIME: N/A

20 v.

21 GHOLAMREZ ZANDIAN JAZI,

22 Counterdefendant.

23
24 WENDOVER PROJECT, LLC,

25 Counterclaimant,

26 v.

27 GHOLAMREZ ZANDIAN JAZI,

28 Counterdefendant.

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

6 1334.022860-JLR

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

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

12 DATED this _____ day of _____, 2006.

13 JOHN PETER LEE, LTD.

14 BY: _____

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

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

COPY

Exhibit 12



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

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

ABOVE SPACE IS FOR OFFICE USE ONLY

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

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

GHOLAMREZA ZANDIAN JAZI
(Name)

Manager
(Title(s))

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

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

(File Number)

3. Signature: _____

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

This form must be accompanied by appropriate fees.



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

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

ABOVE SPACE IS FOR OFFICE USE ONLY

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

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

GHOLAMREZA ZANDIAN JAZI
(Name)

Manager
(Title(s))

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

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

(File Number)

3. Signature: _____

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

This form must be accompanied by appropriate fees.

COPY

Exhibit 13

COPY

Exhibit 14



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

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

ABOVE SPACE IS FOR OFFICE USE ONLY

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

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

GHOLAMREZA ZANDIAN JAZI
(Name)

Manager
(Title(s))

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

BIG SPRING RANCH LLC
(Name of Entity)

(File Number)

3. Signature: _____

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

This form must be accompanied by appropriate fees.

COPY

Exhibit 15

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

6
7 **DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

9 GHOLAMREZA ZANDIAN JAZI,
 10 Plaintiff,

CASE NO.: A511131
 DEPT. NO.: XIII

11 v.

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

RECEIPT

16 Defendants.

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

19 Counterclaimants,

DATE: N/A
 TIME: N/A

20 v.

21 GHOLAMREZ ZANDIAN JAZI,

22 Counterdefendant.

23
 24 WENDOVER PROJECT, LLC,

25 Counterclaimant,

26 v.

27 GHOLAMREZ ZANDIAN JAZI,

28 Counterdefendant.

JOHN PETER LEE, LTD.

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

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

6 1334.022860-JLR

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

10 JOHN PETER LEE, LTD.

11 BY: _____

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

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 ATTORNEYS AT LAW
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 LAS VEGAS, NEVADA 89101
 Telephone (702) 382-4044
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20
 21
 22
 23
 24
 25
 26
 27
 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: _____

C O R P

COPY

Exhibit 16

COPY

EXHIBIT FOUR

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

RECEIVED
MAR 02 2007

JOHN PETER LEE, LTD.

DISTRICT COURT
CLARK COUNTY, NEVADA

10 GHOLAMREZA ZANDIAN JAZI,
11 Plaintiff,

Case No. A511131
Dept. No. XII

12 vs.

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

ARBITRATOR REPORT AND RECOMMENDATION TO
DISTRICT COURT

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

FLOYD A. HALE
SPECIALIST
2300 W. SAHARA, SUITE 900
LAS VEGAS, NEVADA 89102
PHONE (702) 457-5267
EMAIL fhale@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 realeasy. I am
11 going to refer the matter back to Floyd Hale for further proceedings,
12 consistent with the 9/8/06 transcript. Those will include getting the
13 mechanism for the spouses of the parties to sign the documents, getting
14 a mechanism for the waiver of the release of the rights of first refusal
15 that exist, entering into the settlement agreement the parties entered
16 into. If he is unable to reach an agreement among the parties, then I
17 will have the final word.

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

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

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

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

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

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

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

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

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

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

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

2 The remaining managing members of the Wendover Project LLC are responsible for
3 determining the appropriate allocation of the Zandian Jazi interest. If they believe that it is
4 necessary to obtain waivers of rights of first refusal to make that allegation of interest, then it is
5 their responsibility to do so. Before distributing Mr. Zandian Jazi's interest, the managing
6 members of the LLC should either distribute that interest in accordance with the operating
7 agreements or, alternatively, obtain whatever signatures that the managing members determine
8 are necessary to make a different distribution or allocation of that interest. It would seem unfair
9 to place this burden on the transferring party who is merely transferring his interest to the entire
10 Wendover Project, LLC.
11

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

FLOYD * HALE
SPECIAL INTER
2300 W. SAHARA, SUITE 900
LAS VEGAS, NEVADA 89102
PHONE (702) 457-5257 EMAIL fhaile@floydhaile.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 Mr. Netzorg has also asked for numerous documents regarding a purported transfer of Mr.
4 Zandian Jazi's shipyard stock. There was absolutely no evidence that any entity related to these
5 proceedings acknowledged receipt of that stock or issued any credit related to receipt of that
6 stock. Although that stock was discussed during the Arbitration proceedings, there was no
7 competent evidence regarding that stock being relevant to the Arbitration proceedings.
8

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 CERTIFICATE OF FACSIMILE AND MAIL

16
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.
20 830 Las Vegas Boulevard South
21 Las Vegas, NV 89101
22 Attorneys for Plaintiffs
23 Fax No. 383-9950

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

By: 
Employee of Jams

AFFIRMATION

Pursuant to NRS 236B.030

The undersigned does hereby affirm that the preceding

 filed in District Court case number A/S/11/31

DOES NOT contain the social security number of any person.

Date 6/8/07

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



WASHOE COUNTY RECORDER

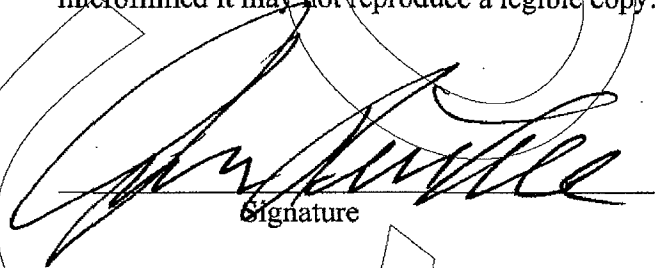
OFFICE OF THE RECORDER
KATHRYN L. BURKE, RECORDER

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

LEGIBILITY NOTICE

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

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



Signature

June 19, 2007

Date

JOHN PETER LEE, ESQ., 001768

Printed Name

Exhibit 16

Exhibit 16

*** THIS IS AN UNOFFICIAL COPY ***

DOC # 521532

05/21/2014 02:50 PM

Official Record

Requested By
A+ PARALEGALS INC

Lyon County - NV

Mary C. Milligan - Recorder

Page 1 of 4 Fee: \$17.00

Recorded By: BKC RPTT:

APN: 006-052-04, 006-052-05, 006-052-06

Recording Requested by:
Grantor, Reza Zandian

When Recorded Mail Document and tax statements to:
Niloofer Foughani
6 rue Edouard Fournier
75116 Paris, France



SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

GRANT DEED

I, Reza Zandian, hereby grant said property from, REZA ZANDIAN a married man as his sole and separate property, to my son ALBORZ ZANDIAN, an unmarried man, 20%, and my wife NILOOFAR FOUGHANI ZANDIAN, 60%, as joint tenants with right of survivorship (per financial agreement entered into in Las Vegas, Nevada and dated August 21, 2003).

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

See Exhibit "A" attached hereto and made a part hereof.

May 20, 2014

Signature: Reza Zandian

-LOOSE CERTIFICATE ATTACHED

UNOFFICIAL COPY

*** THIS IS AN UNOFFICIAL COPY ***



521532

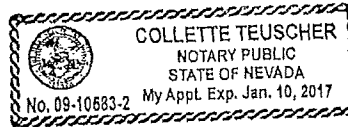
05/21/2014
002 of 4

State of Nevada
Carson City

On May 20, 2014 before me, a notary public personally appeared Reza Zandian who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Collette Teuschler
Notary Public

THIS ACKNOWLEDGMENT IS ATTACHED TO A GRANT DEED
Dated May 20, 2014

"UNOFFICIAL COPY"

*** THIS IS AN UNOFFICIAL COPY ***



521532

05/21/2014
003 of 4

EXHIBIT "A"

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

PARCEL 1:

A parcel of land located within Section 23, Township 16 North, Range 21 East, M.D.B.&M., Lyon County, Nevada and more particularly described as follows:

Commencing at a 5/8" rebar marking the North 1/4 corner of said Section 23; thence South 14°56'21" East, a distance of 2,668.37 feet to the Southeast corner of the parcel being the true point of beginning; thence North 13°53'54" West, a distance of 63.33 feet; thence South 76°01'06" West, a distance of 150.00 feet, thence South 13°58'54" East, a distance of 63.33 feet, thence North 76°01'06" East, a distance of 150.00 feet to the true point of beginning.

Said property further described as Lot 5 of that certain Record of Survey and Boundary Adjustment for Block 6 of Dayton, recorded as Official Record No. 90448, Lyon County Nevada Records.

PARCEL 2:

A parcel of land located within Section 23, Township 16 North, Range 21 East, M.D.B.&M., Lyon County, Nevada and more particularly described as follows:

Commencing at a 5/8" rebar marking the North 1/4 corner of said Section 23; thence South 14°55'02" East, a distance of 2,731.69 feet to the Southeast corner of the parcel being the true point of beginning; thence North 13°58'54" West, a distance of 63.33 feet; thence South 76°01'06" West, a distance of 150.00 feet, thence South 13°58'54" East, a distance of 63.33 feet, thence North 76°01'06" East, a distance of 150.00 feet to the true point of beginning.

The basis of bearing is the North line of the Northwest Quarter of said Section 23, which bears West as per record.

Said property further described as Lot 5 of that certain Record of Survey and Boundary Adjustment for Block 6 of Dayton, recorded as Official Records of Lyon County, Nevada Document No. 90448.

PARCEL 3:

A parcel of land located within Section 23, Township 16 North, Range 21 East, M.D.B.&M., Lyon County, Nevada and more particularly described as follows:

Commencing at a 5/8" rebar marking the North 1/4 corner of said Section 23; thence South 14°53'45" East, a distance of 2,795.02 feet to the Southeast corner of the parcel being the true point of beginning; thence North 13°58'54" West, a distance of 63.34 feet; thence South

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521532

05/21/2014
004 of 4

76°01'06" West, a distance of 150.00 feet, thence South 13°53'54" East, a distance of 63.34 feet, thence North 76°01'06" East, a distance of 150.00 feet to the true point of beginning.

The basis of bearing in the North line of the Northwest Quarter of said Section 23, which bears West as per record.

Said property further described as Lot 6 of that certain Record of Survey and Boundary Adjustment for Block 6 of Dayton, recorded as Official Records of Lyon County, Nevada as Document No. 129448.

Note: Legal description previously contained in document recorded February 25, 1987 as Document No. 125662 and document recorded December 21, 1989 As Document No. 129843.

"UNOFFICIAL COPY"

*** THIS IS AN UNOFFICIAL COPY ***

DOC # DV-521532

05/21/2014 02:50 PM

Official Record

Requested By
A+ PARALEGALS INC

Lyon County - NV
Mary C. Milligan - Recorder

Page 1 of 1 Fee: \$17.00
Recorded By: BKG RPTT:

STATE OF NEVADA
DECLARATION OF VALUE

- 1. Assessors Parcel Number(s)
 - a) 006-052-04
 - b) 006-052-05
 - c) 006-052-06
 - d) _____

- 2. Type of Property:
 - a) Vacant Land
 - b) Single Fam. Res.
 - c) Condo/Townhouse
 - d) 2-4 Plex
 - e) Apt. Bldg
 - f) Comm'l/Ind'l
 - g) Agriculture
 - h) Mobile Home
 - i) Other _____

FOR RECORDERS OPTIONAL USE ONLY

DOCUMENT/INSTRUMENT #: _____

BOOK _____ PAGE _____

DATE OF RECORDING: _____

NOTES: _____

M

- 3. Total Value/Sales Price of Property: \$ _____
- Deed in Lieu of Foreclosure Only (value of property) (_____
- Transfer Tax Value: \$ _____
- Real Property Transfer Tax Due: \$ _____ 0

- 4. If Exemption Claimed:
 - a. Transfer Tax Exemption per NRS 375.095, Section # 5
 - b. Explain Reason for Exemption: A transfer of real property if the owner is related to the person to whom it is conveyed within the first degree of legal consanguinity or affinity: adding son & wife
- 5. Partial Interest: Percentage being transferred: 80 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____ Capacity Grantor

Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Reza Zandian

Address: 6 rue Edouard Fournier

City: 75116 Paris, France

State: _____ Zip: _____

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Alborz Zandian & Niloofar Foughani

Address: 6 rue Edouard Fournier

City: 75116 Paris, France

State: _____ Zip: _____

COMPANY/PERSON REQUESTING RECORDING

(required if not the seller or buyer)

Print Name: A+ Paralegals, Inc. Escrow # _____

Address: 312 W. Fourth Street

City: Carson City State: NV Zip: 89703

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

Exhibit 17

Exhibit 17

*** THIS IS AN UNOFFICIAL COPY ***

DOC # 521533

05/21/2014 02:51 PM

Official Record

Requested By
A+ PARALEGALS INC

Lyon County - NV

Mary C. Milligan - Recorder

Page 1 of 2 Fee: \$15.00

Recorded By: BKC RPTT:

APN: 015-311-02

Recording Requested by:
Grantor, Reza Zandian

When Recorded Mail Document and tax statements to:
Niloofer Foughani
6 rue Edouard Fournier
75116 Paris, France



SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

GRANT DEED

I, Reza Zandian, hereby grant said property from, REZA ZANDIAN 25% of REZA ZANDIAN and NILOOFAR FOUGHANI husband and wife, as Joint Tenants Right of Survivorship as to an undivided 50% interest, to my son ALBORZ ZANDIAN, an unmarried man, 5%, and my wife NILOOFAR FOUGHANI ZANDIAN, 15% as joint tenants with right of survivorship, all as tenants in common, (per financial agreement entered into in Las Vegas, Nevada and dated August 21,2003).

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

THE WEST HALF (W1/2) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 11, TOWNSHIP 17 NORTH, RANGE 13 EAST, M.D.B.&M.

Together with all tenements, hereditaments and appurtenances including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

May 20, 2014

(Handwritten signature)
UNOFFICIAL COPY!

Signature: Reza Zandian

-LOOSE CERTIFICATE ATTACHED

*** THIS IS AN UNOFFICIAL COPY ***



521533

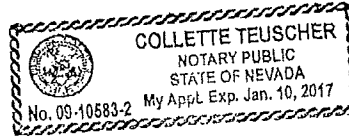
05/21/2014
002 of 2

State of Nevada
Carson City

On May 20, 2014 before me, a notary public personally appeared Reza Zandian who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Collette Teuscher
Notary Public

THIS ACKNOWLEDGMENT IS ATTACHED TO A GRANT DEED
Dated May 20, 2014

"UNOFFICIAL COPY"

*** THIS IS AN UNOFFICIAL COPY ***

DOC # DV-521533

05/21/2014 02:51 PM

Official Record

STATE OF NEVADA
DECLARATION OF VALUE

Requested By
A+ PARALEGALS INC

Lyon County - NV
Mary C. Milligan - Recorder

Page 1 of 1 Fee: \$15.00
Recorded By: BKC RPTT:

- 1. Assessors Parcel Number(s)
 - a) 015-311-02
 - b) _____
 - c) _____
 - d) _____

- 2. Type of Property
 - a) Vacant Land
 - b) Single Fam. Res.
 - c) Condo/Twnhse
 - d) 2-4 Plex
 - e) Apt. Bldg
 - f) Comm'l/Ind'l
 - g) Agriculture
 - h) Mobile Home
 - i) Other _____

FOR RECORDERS OPTIONAL USE ONLY	
DOCUMENT/INSTRUMENT #:	_____
BOOK _____	PAGE _____
DATE OF RECORDING:	_____
NOTES:	_____

- 3. Total Value/Sales Price of Property: \$ _____
- Deed in Lieu of Foreclosure Only (Value of property) (_____
- Transfer Tax Value: \$ _____
- Real Property Transfer Tax Due: \$ _____ 0 _____

- 4. If Exemption Claimed:
 - a. Transfer Tax Exemption per NRS 375.060 Section # 5
 - b. Explain Reason for Exemption: A transfer of real property if the owner is related to the person to whom it is conveyed within the first degree of lineal consanguinity or affinity: adding Wife and Son

- 5. Partial Interest: Percentage being transferred: 40 %
- The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____ Capacity Grantor

Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Reza Zandian

Address: 6 rue Edouard Fournier

City: 75116 Paris, France

State: _____ Zip: _____

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Alborz Zandian & Niloofar Foughani

Address: 6 rue Edouard Fournier

City: 75116 Paris, France

State: _____ Zip: _____

COMPANY/PERSON REQUESTING RECORDING

(required if not the seller or buyer)

Print Name: A+ Paralegals, Inc. Escrow # _____

Address: 312 W. Fourth Street

City: Carson City State: NV Zip: 89703

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

Exhibit 18

Exhibit 18

*** THIS IS AN UNOFFICIAL COPY ***

DOC # 521531

05/21/2014 02:49 PM

Official Record

Requested By
A+ PARALEGALS INC

Lyon County - NV

Mary C. Milligan - Recorder

Page 1 of 3 Fee: \$16.00

Recorded By: BKC RPTT:

APN: 015-311-18 and 015-311-19

Recording Requested by:
Grantor, Reza Zandian

When Recorded Mail Document and tax statements to:
Niloofar Foughani
6 rue Edouard Fournier
75116 Paris, France



SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

GRANT DEED

*312 W Fourth St
Carson City, NV
89703*

I, Reza Zandian, hereby grant said property from, REZA ZANDIAN 12.5% of REZA ZANDIAN and NILOOFAR FOUGHANI husband and wife, as to an undivided 25% interest, to my son ALBORZ ZANDIAN, an unmarried man, 2.5%, and my wife NILOOFAR FOUGHANI ZANDIAN, 7.5%, as joint tenants with right of survivorship and to the heirs and assigns of such Grantees forever (per financial agreement entered into in Las Vegas, Nevada and dated August 21, 2003), all that real property situated in the County of Lyon, State of Nevada, bounded and described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Together with all and singular the tenements, hereditaments and appurtenances, thereunto belonging or in anywise appertaining, and any reversions, rents, issues or profits thereof.

May 20, 2014

[Handwritten Signature]
Signature: Reza Zandian

-LOOSE CERTIFICATE ATTACHED

*** THIS IS AN UNOFFICIAL COPY ***



521531

05/21/2014
002 of 3

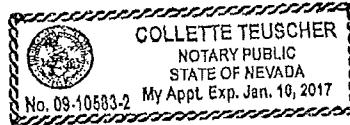
State of Nevada
Carson City

On May 20, 2014 before me, a notary public personally appeared Reza Zandian who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraphs are true and correct.

WITNESS my hand and official seal.

Collette Teuscher
Notary Public



THIS ACKNOWLEDGMENT IS ATTACHED TO A GRANT DEED
Dated May 20, 2014

"UNOFFICIAL COPY"

*** THIS IS AN UNOFFICIAL COPY ***



521531

05/21/2014
003 of 3

EXHIBIT "A"

LEGAL DESCRIPTION

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

PARCEL ONE:

THE REAL PROPERTY SITUATED IN THE E 1/2 OF SECTION 10 TOWNSHIP 17 N, RANGE 23 E, M.D.B.&M., COUNTY OF LYON, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

NORTH PARCEL AS SHOWN ON THE RECORD OF SURVEY MAP FOR DEAD DOG RANCH, RECORDED IN THE OFFICIAL RECORDS OF LYON COUNTY, NEVADA ON SEPTEMBER 30, 2003 AS DOCUMENT 332209.

APN 15-311-19

PARCEL TWO:

THE REAL PROPERTY SITUATED IN THE W 1/2 OF SECTION 10 TOWNSHIP 17 N, RANGE 23 E, M.D.B.&M., COUNTY OF LYON, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

SOUTH PARCEL AS SHOWN ON THE RECORD OF SURVEY MAP FOR DEAD DOG RANCH, RECORDED IN THE OFFICIAL RECORDS OF LYON COUNTY, NEVADA ON SEPTEMBER 30, 2003 AS DOCUMENT 332209.

APN 15-311-18

"UNOFFICIAL COPY"

*** THIS IS AN UNOFFICIAL COPY ***

DOC # DV-521531

05/21/2014 02:49 PM

Official Record

STATE OF NEVADA
DECLARATION OF VALUE

Requested By
A+ PARALEGALS INC

Lyon County - NV
Mary C. Milligan - Recorder

Page 1 of 1 Fee: \$16.00
Recorded By: BKC RPTT:

- 1. Assessors Parcel Number(s)
 - a) 015-311-18, 19
 - b) _____
 - c) _____
 - d) _____

- 2. Type of Property:
 - a) Vacant Land
 - b) Single Fam. Res.
 - c) Condo/Twnhse
 - d) 2-4 Plex
 - e) Apt. Bldg
 - f) Comm'l/Ind'l
 - g) Agricultural
 - h) Mobile Home
 - i) Other _____

FOR RECORDERS OPTIONAL USE ONLY	
DOCUMENT/INSTRUMENT #:	_____
BOOK _____	PAGE _____
DATE OF RECORDING:	_____
NOTES:	_____
	<u>AT</u>

- 3. Total Value/Sales Price of Property: \$ _____
- Deed in Lieu of Foreclosure (only if value of property) (_____
- Transfer Tax Value: \$ _____
- Real Property Transfer Tax Due: \$ 0

- 4. If Exemption Claimed:
 - a. Transfer Tax Exemption per NRS 375.030 Section # 5
 - b. Explain Reason for Exemption: A transfer of real property if the owner is related to the person to whom it is conveyed within the first degree of lineal consanguinity or affinity: adding Wife and Son

- 5. Partial Interest: Percentage being transferred: 20 %
- The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____ Capacity Grantor

Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Reza Zandian

Address: 6 rue Edouard Fournier

City: 75116 Paris, France

State: _____ Zip: _____

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Alborz Zandian & Niloofar Foughani

Address: 6 rue Edouard Fournier

City: 75116 Paris, France

State: _____ Zip: _____

COMPANY/PERSON REQUESTING RECORDING

(required if not the seller or buyer)

Print Name: A+ Paralegals, Inc. Escrow # _____

Address: 312 W. Fourth Street

City: Carson City State: NV Zip: 89703

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

Exhibit 19

Exhibit 19

*** THIS IS AN UNOFFICIAL COPY ***

DOC # 342193

02/04/2005 01:15 PM

Official Record

Requested By
NORTHERN NEVADA TITLE

Lyon County - NV
Mary C. Milligan - Recorder

Page 1 of 4 Fee: \$17.00
Recorded By: DLW RPTT: \$585.00

A.P.N. 6-052-04, 05 & 06
Escrow No.: LY-1041025-CE
303769-TO

RECORDING REQUESTED BY:
Northern Nevada Title Company
MAIL TAX STATEMENTS AND WHEN
RECORDED, MAIL TO:

Reza Zandian
8775 Costa Verde Blvd. #1416
San Diego, CA 92122



0342193

THIS SPACE FOR RECORDER'S USE ONLY

The undersigned hereby declare(s):

Documentary transfer tax \$ 585.00, computed on full value of property conveyed.

GRANT, BARGAIN, SALE DEED

That Julian C. Smith Jr., LTD, Defined Pension Trust for Julian C. Smith, Jr. and Joanna Smith, Husband and Wife as Joint Tenants and Smith and Harmer, LTD, Profit Sharing Plan in consideration of \$10.00 Dollars, the receipt of which is hereby acknowledged, do(es) hereby Grant, Bargain, Sell and Convey to Reza Zandian, a Married Man as his Sole and Separate Property all that real property in the County of Lyon, State of Nevada, bounded and described as follows:

Exact and Complete Legal Description is Attached hereto and made a part hereof.

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

Dated: January 31, 2005

UNOFFICIAL COPY

*** THIS IS AN UNOFFICIAL COPY ***



342193

02/04/2005
002 of 4

Julian C. Smith Jr., LTD, Defined Pension Trust

By: Julian C. Smith Jr.
Julian C. Smith, Jr., Trustee

Julian C. Smith Jr.
Julian C. Smith, Jr.

Joanna Smith
Joanna Smith

Smith and Harmer, LTD., Profit Sharing Plan

By: Julian C. Smith Jr.
Julian C. Smith, Its Authorized Agent

STATE OF NEVADA)

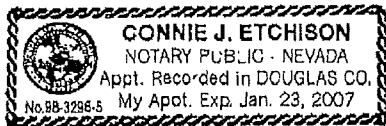
COUNTY OF Carson City)

On 2-2-05 personally appeared before me, a Notary Public

JULIAN C. SMITH JR. AND JOANNA SMITH

who acknowledged that they executed the above instrument.

Signature Connie J. Etchison
(Notary Public)



"UNOFFICIAL COPY"

*** THIS IS AN UNOFFICIAL COPY ***



342193

02/04/2005
003 of 4

EXHIBIT "A"

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

PARCEL 1:

A parcel of land located within Section 23, Township 16 North, Range 21 East, M. D. B. &M., Lyon County, Nevada, and more particularly described as follows:

Commencing at a 5/8" rebar marking the North 1/4 corner of said Section 23; thence South 14° 56' 21" East, a distance of 2,662.33 feet to the Southeast corner of the parcel being the true point of beginning; thence North 13° 53' 54" West, a distance of 63.33 feet; thence South 76° 01' 06" West, a distance of 150.00 feet; thence South 13° 58' 54" East, a distance of 63.33 feet; thence North 76° 01' 06" East, a distance of 150.00 feet to the true point of beginning.

Said property further described as Lot 4 of that certain Record of Survey and Boundary Adjustment for Block 6 of Dayton, recorded as Official Record No. 90448, Lyon County Nevada Records.

PARCEL 2:

A parcel of land located within Section 23, Township 16 North, Range 21 East, M. D. B. &M., Lyon County, Nevada, and more particularly described as follows:

Commencing at a 5/8" rebar marking the North 1/4 corner of said Section 23; thence South 14° 55' 02" East, a distance of 2,731.69 feet to the Southeast corner of the parcel being the true point of beginning; thence North 13° 58' 54" West, a distance of 63.33 feet; thence South 76° 01' 06" West, a distance of 150.00 feet; thence South 13° 58' 54" East, a distance of 63.33 feet; thence North 76° 01' 06" East, a distance of 150.00 feet to the true point of beginning.

The basis of bearing is the North line of the Northwest Quarter of said Section 23, which bears South 76° 01' 06" West as per record.

Said property further described as Lot 5 of that certain Record of Survey and Boundary Adjustment for Block 6 of Dayton, recorded in the Official Records of Lyon County, Nevada as Document No. 90448.

Continued...

*** THIS IS AN UNOFFICIAL COPY ***



342193

02/04/2005
004 of 4

Exhibit "A"

PARCEL 3:

A parcel of land located within Section 23, Township 16 North, Range 21 East, M. D. B. &M., Lyon County, Nevada and more particularly described as follows:

Commencing at a 1/8" rebar marking the North 1/4 corner of said Section 23; thence South 14° 53' 45" East, a distance of 2,795.02 feet to the Southeast corner of the parcel being the true point of beginning; thence North 13° 58' 54" West, a distance of 63.34 feet; thence South 76° 01' 06" West, a distance of 150.00 feet; thence South 13° 53' 54" East, a distance of 63.34 feet; thence North 76° 01' 06" East, a distance of 150.00 feet to the true point of beginning.

The basis of bearing in the Northwest line of the Northwest Quarter of said Section 23, which bears West as per record.

Said property further described as Block 6 of that certain Record of Survey and Boundary Adjustment for Block 6 of Dayton, recorded in the Official Records of Lyon, County, Nevada as Document No. 90448.

Note: Legal description previously contained in document recorded February 25, 1987 as Document No. 105663 and document recorded December 7, 1987 as Document No. 129843.

DLK DLG

UNOFFICIAL COPY!

*** THIS IS AN UNOFFICIAL COPY ***

DOC # DV-342193

02/04/2005

01:15 PM

Official Record

Requested By
NORTHERN NEVADA TITLE

Lyon County - NV
Mary C. Milligan - Recorder

Page 1 of 1 Fee: \$17.00
Recorded By: DLW RPTT: \$585.00

State of Nevada Declaration of Value

- 1. Assessor Parcel Number(s)
 - a) 6-052-04, 05 & 06
 - b) _____
 - c) _____

FOR RECOR
Document/In:
Book: _____
Date of Recor:
Notes: _____

- 2. Type of Property:
 - a) Vacant Land
 - b) Single Fam. Res.
 - c) Condo/Townhse
 - d) 2-4 Plex
 - e) Apt. Bldg
 - f) Comm'l/Ind'l
 - g) Agricultural
 - h) Mobile Home
 - i) Other _____

- 3. Total Value/Sale Price of Property: \$150,000.00
- Deed in Lieu of Foreclosure (value of property) \$ _____
- Transfer Tax Value \$150,000.00
- Real Property Transfer Tax Due: \$ 585.00

- 3. If Exemption Claimed:
 - a. Transfer Tax Exemption, per NRS 375.090, Section _____
 - b. Explain Reason for Exemption: _____

- 5. Partial Interest: Percentage Being Transferred: _____ %
 The undersigned, declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.
 Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____ Capacity Grantee
 Signature Julian C. Smith, Jr. Capacity Grantor

SELLER (GRANTOR) INFORMATION

Print Name: Julian C. Smith, Jr.
 Address: 502 N. Division St.
 City: Carson City
 State: NV Zip: 89703

BUYER (GRANTEE) INFORMATION

Print Name: Reza Zandian
 Address: 8775 Costa Verde Blvd. #109
 City: San Diego
 State: CA Zip: 92122

COMPANY/PERSON REQUESTING RECORDING

Co. Name: Northern Nevada Title Company
 Address: 512 N. Division Street
 City: Carson City State: NV Zip: 89703-4103

Esc. # LY-1041025-CE

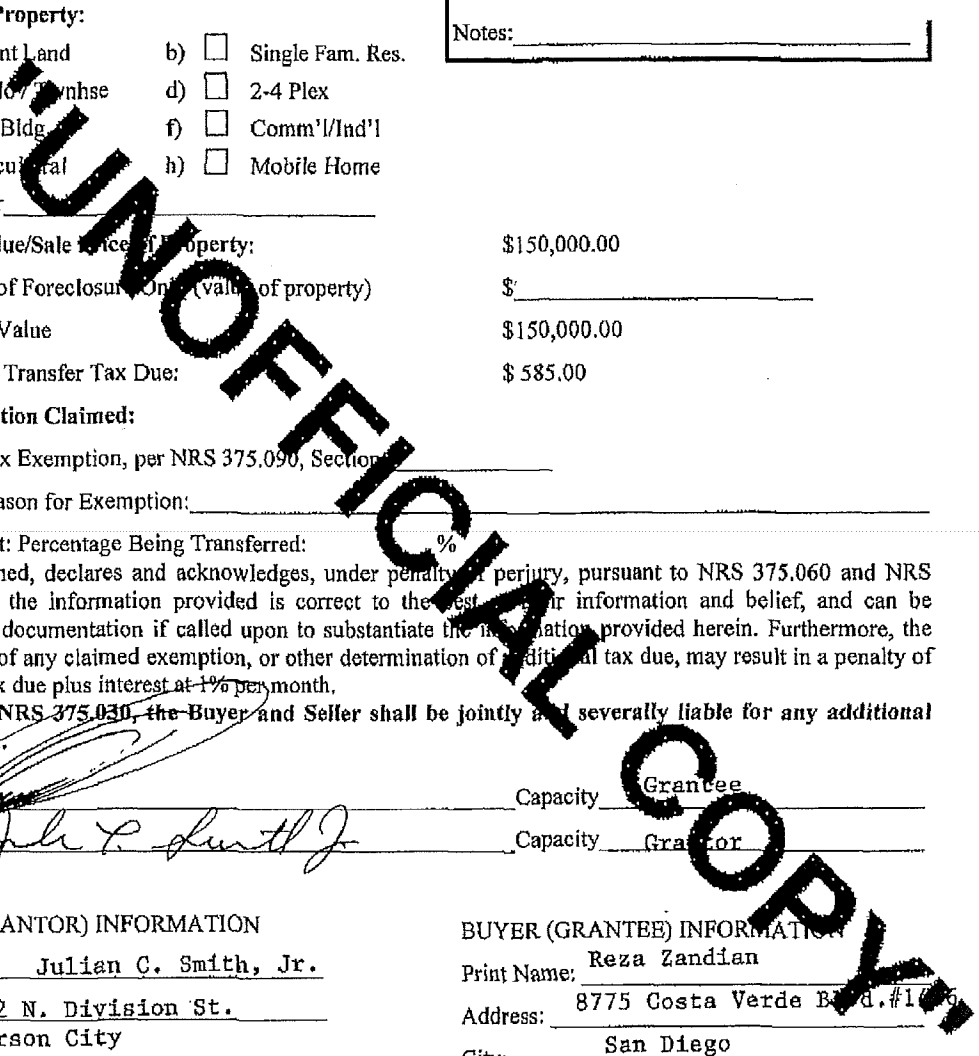


Exhibit 20

Exhibit 20

*** THIS IS AN UNOFFICIAL COPY ***

DOC # 403892

04/06/2007 04 36 PM

Official Record

Requested By
TITLE SERVICE & ESCROW

Lyon County - NV
Mary C Milligan - Recorder

Page 1 of 2 Fee \$15 00
Recorded By MCM RPTT \$688 35

A.P.N.. 15-311-02
File No. 131-2296944 (CAC)
R.P.T.T.. \$ 688.35
TSL #31542



When Recorded Mail To* Mail Tax Statements To:
Reza Zandian
8775 Costa Verde Blvd. Suite 501
San Diego, CA 92122

UNOFFICIAL COPY

GRANT, BARGAIN and SALE DEED

FOR A VALUABLE CONSIDERATION, part of which is hereby acknowledged,

Shelly Forsythe, a married woman, her sole and separate property

do(es) hereby GRANT, BARGAIN and SELL to

Reza Zandian and Niloofar Foughaie, Husband and Wife as
Joint Tenants with Right of Survivorship
the real property situate in the County of Lyon, State of Nevada, described as follows:

T 17 N, R 23 E, M.D.B. & M.

Section 11: The W 1/2 of the SW 1/4.

Subject to

TOGETHER with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof

Date. 10/25/2006

Shelly Forsythe
Shelly Forsythe

*** THIS IS AN UNOFFICIAL COPY ***



403892

04/06/2007
002 of 2

STATE OF California ;
COUNTY OF Solano ; ss.

This instrument was acknowledged before me on 12/12/06 by

Sherry Forsythe
Jeannie Coupe

Notary Public
(My commission expires 11/4/09)

This Notary Acknowledgement is attached to that certain Grant, Bargain Sale Deed dated **October 25, 2006** under Esrow No. **1-2296944**.



UNOFFICIAL COPY!

*** THIS IS AN UNOFFICIAL COPY ***

DOC # DV-403892
04/06/2007 04:36 PM
Official Record

Requested By
TITLE SERVICE & ESCROW

Lyon County - NV
Mary C Milligan - Recorder

Page 1 of 1 Fee \$15.00
Recorded By MCM RPTT \$688.35

STATE OF NEVADA
DECLARATION OF VALUE

- 1 Assessor Parcel Number(s)
- a) 15-311-02
 - b) _____
 - c) _____
 - d) _____

- 2 Type of Property
- a) Vacant Land
 - b) Single Fam Res
 - c) Condo/Townhse
 - d) 2-4 Plex
 - e) Apt Bldg
 - f) Comm'l/Ind'l
 - g) Agricultural
 - h) Mobile Home
 - i) Other _____

FOR RECORDERS OPTIONAL USE	
Book _____	Page _____
Date of Recording _____	
Notes _____	

- 3 Total Value/Sales Price of Property \$176,200.00
- Deed in Lieu of Foreclosure (only if value of property) (\$ _____)
- Transfer Tax Value \$176,200.00
- Real Property Transfer Tax Due ~~\$887.48~~ 688.35

4 If Exemption Claimed:

- a Transfer Tax Exemption, per 375.090, Section _____
- b Explain reason for exemption _____

- 5 Partial Interest Percentage being transferred 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature Shelly Forsythe

Signature _____

Capacity Grantor

Capacity _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name Shelly Forsythe

Address 1131 Lilac Ct

City VACAVILLE

State CA Zip 95687

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name Reza Zandian

Address 8775 Costa Verde Blvd, Suite 501

City San Diego

State CA Zip 92122

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

First American Title Company of

Print Name Nevada T&E File Number 131-2296944 CAC/CAC

Address 1213 South Carson Street

City Carson City State NV Zip 89701

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

Exhibit 21

Exhibit 21

*** THIS IS AN UNOFFICIAL COPY ***

DOC # 344412

03/03/2005 04:05 PM

Official Record

Requested By
STEWART TITLE GARSON

Lyon County - NV
Mary C. Milligan - Recorder

Page 1 of 2 Fee: \$40.00
Recorded By: MFK RPTT: \$2,808.00



0344412

A.P.N. # 15-311-18 & 19

R.P.T.T. \$ 2808.
ESCROW NO. 04023025

RECORDING REQUESTED BY:
STEWART TITLE COMPANY
MAIL TAX STATEMENTS TO:
SAME AS BELOW

WHEN RECORDED MAIL TO:
GRANTEE
8775 Costa Verde, Apt. 1416
San Diego, CA 92122

(Space Above for Recorder's Use Only)

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH THE DEED DOG RANCH, LLC

in consideration of \$10.00, the receipt of which is hereby acknowledged, does hereby Grant, Bargain Sell and Convey to REZA ZANDIAN AND NINA FAR FOUGHANI, HUSBAND AND WIFE AS TO AN UNDIVIDED 3/6TH INTEREST, ELIAS ABRISHAMI AND MINOC ABRISHAMI, HUSBAND AND WIFE AS TO AN UNDIVIDED 2/6TH INTEREST AND ENAYAT ABRISHAMI AND NAIMA ABRISHAMI, * and to the heirs and assigns of such Grantee forever, all that real property situated in the County of Lyon State of Nevada, bounded and described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues and profits thereof.

DATE: March 01, 2005 DEAD DOG RANCH, LLC

BY: Loretta McIntire
LORETTA MCINTIRE
OPERATING MANAGER

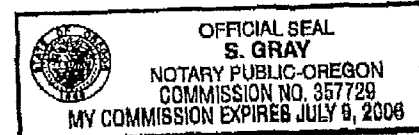
BY: _____

*husband and wife as to an undivided 1/6th interest, all held as tenants in common with each other

STATE OF Oregon }
COUNTY OF Was } ss.

This instrument was acknowledged before me on March 1, 2005
by, LORETTA MCINTIRE

Signature [Signature]
Notary Public (One Inch Margin on all sides of Document for Recorders Use Only)



UNOFFICIAL COPY

*** THIS IS AN UNOFFICIAL COPY ***



344412

03/03/2005
002 of 2

EXHIBIT "A"

LEGAL DESCRIPTION

ESCROW NO.: 04023025

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

PARCEL ONE:

THE REAL PROPERTY SITUATED IN THE E 1/2 OF SECTION 10 TOWNSHIP 17 N, RANGE 23 E, M.D.B. & M. COUNTY OF LYON, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

NORTH PARCEL AS SHOWN ON THE RECORD OF SURVEY MAP FOR DEAD DOG RANCH, RECORDED IN THE OFFICIAL RECORDS OF LYON COUNTY, NEVADA ON SEPTEMBER 30, 2003 AS DOCUMENT 332209.

ASSESSORS PARCEL NO. 15-311-17

PARCEL TWO:

THE REAL PROPERTY SITUATED IN THE E 1/2 OF SECTION 10 TOWNSHIP 17 N, RANGE 23 E, M.D.B.&M., COUNTY OF LYON, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

SOUTH PARCEL AS SHOWN ON THE RECORD OF SURVEY MAP FOR DEAD DOG RANCH, RECORDED IN THE OFFICIAL RECORDS OF LYON COUNTY, NEVADA ON SEPTEMBER 30, 2003 AS DOCUMENT 332209.

ASSESSOR'S PARCEL NO. 15-311-18

UNOFFICIAL COPY!

*** THIS IS AN UNOFFICIAL COPY ***

DOC # DV-344412

03/03/2005 04:05 PM

Official Record

STATE OF NEVADA
DECLARATION OF VALUE

Requested By
STEWART TITLE CARSON

Lyon County - NV
Mary C. Milligan - Recorder

Page 1 of 2 Fee: \$40.00
Recorded By: MFK RPTT: \$2,800.00

FOR RECC
Document/In
Book: _____
Date of Recd
Notes: _____

- 1. Assessor Parcel Number(s):
a) 15-311-18 & 19
b) _____
c) _____
d) _____

- 2. Type of Property:
a) Vacant Land b) _____ Single Family Res.
c) _____ Condo/Townhouse d) _____ 2-4 Plex
e) _____ Apartment Bldg f) _____ Comm'l/Ind'l
g) _____ Agricultural h) _____ Mobile Home
i) Other: _____

3. Total Value/Sales Price of Property: \$ 720,000.00
 Deed in Lieu of Foreclosure Only (Value of Property): \$ _____
 Transfer Tax Value: \$ 720,000.00
 Real Property Transfer Tax Due: \$ 2808.

- 4. If Exemption Claimed:
a. Transfer Tax Exemption, per NRS 375.090, Section: _____
b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exemption or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed

Signature: Corolla McTate Capacity: DOB Manager

Signature: _____ Capacity: _____

SELLER (GRANTOR) INFORMATION
(required)
Print Name: DEAD DOG RANCH, LLC.
Address: PO BOX 20546
City/State/Zip: CARSON CITY, NV 89703

BUYER (GRANTEE) INFORMATION
(required)
Print Name: REZA ZANDIAN
Address: MR. AND MRS. ELIAS ABRISHAMI
City/State/Zip: MR. AND MRS. ENAYAT ABRISHAMI

COMPANY/PERSON REQUESTING RECORDING (required if not the Seller or Buyer)

Company Name: STEWART TITLE OF CARSON CITY Escrow No.: 04023025
 Address: 111 West Proctor Street
 City/State/Zip: Carson City, Nevada 89703

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

*** THIS IS AN UNOFFICIAL COPY ***

STATE OF NEVADA
DECLARATION OF VALUE



DV-344412
03/03/2005
002 of 2

- 1. Assessor Parcel Number(s):
 a) 15-311-18 & 19
 b) _____
 c) _____
 d) _____

FOR RECORDERS OPTIONAL USE ONLY

Document/Instrument No.: _____

Book: _____ Page: _____

Date of Recording: _____

Notes: _____

- 2. Type of Property:
 a) Vacant Land b) _____ Single Family Res.
 c) _____ Condo/Townhome d) _____ 2-4 Plex
 e) _____ Apartment Bldg f) _____ Comm'l/Ind'l
 g) _____ Agricultural h) _____ Mobile Home
 i) Other: _____

3. Total Value/Sales Price of Property: \$ 720,000.00

Deed in Lieu of Foreclosure Only (Value of Property): \$ _____

Transfer Tax Value: \$ 720,000.00

Real Property Transfer Tax Due: \$ 2808.

- 4. If Exemption Claimed:
 a. Transfer Tax Exemption, per NRS 375.090, Section: _____
 b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exemption or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest of 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed

Signature: _____ Capacity: _____

Signature: _____ Capacity: _____

SELLER (GRANTOR) INFORMATION

(required)

Print Name: DEAD DOG RANCH, LLC.
Address: PO BOX 20546
City/State/Zip: CARSON CITY, NV 89703

BUYER (GRANTEE) INFORMATION

(required)

Print Name: BEZA ZANGLAN
Address: 4778 Granada Verde, Apt. 1416
City/State/Zip: San Diego, Ca. 92122

COMPANY/PERSON REQUESTING RECORDING (required if not the Seller or Buyer)

Company Name: STEWART TITLE OF CARSON CITY Escrow No.: 04023025
Address: 111 West Proctor Street
City/State/Zip: Carson City, Nevada 89703

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

Exhibit 22

Exhibit 22

Inst #: 20140530-0001037
Fees: \$18.00 N/C Fee: \$0.00
RPTT: \$0.00 Ex: #005
05/30/2014 09:50:42 AM
Receipt #: 2040576
Requestor:
NILOOFAR FOUGHANI
Recorded By: SCA Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

3-1

APN: 071-02-000-005

Recording Requested by:
Grantor, Reza Zandian

When Recorded Mail Document and tax statements to:
Niloofar Foughani
6 rue Edouard Fournier
75116 Paris, France

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

GRANT DEED

I, Reza Zandian, hereby grant said property from, REZA ZANDIAN a married man, to my son ALBORZ ZANDIAN, an unmarried man, 20% and my wife NILOOFAR FOUGHANI ZANDIAN, 60% as joint tenants with right of survivorship (per financial agreement entered into in Las Vegas, Nevada and dated August 21, 2003).

All that real property situated in the County of Clark, State of Nevada, described as follows:

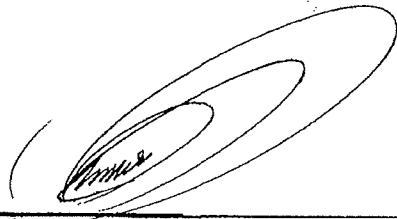
The Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of section 2, Township 16 South, Range 68 East, M.D.M.

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

SUBJECT TO:

1. General and special taxes for the current fiscal year.
2. Covenants, conditions, restrictions, rights of way, easements and reservations of record.

May 20, 2014



Signature: Reza Zandian

-LOOSE CERTIFICATE ATTACHED

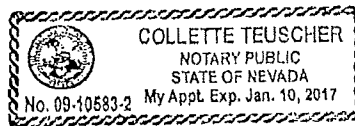
State of Nevada
Carson City

On May 20, 2014 before me, a notary public personally appeared Reza Zandian who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Collette Teuscher
Notary Public



THIS ACKNOWLEDGMENT IS ATTACHED TO A GRANT DEED

Dated May 20, 2014

NOTARY PUBLIC COPY

STATE OF NEVADA
DECLARATION OF VALUE

- 1. Assessors Parcel Number(s)
 - a) 071-02-000-005
 - b) _____
 - c) _____
 - d) _____

- 2. Type of Property:
 - a) Vacant Land
 - b) Single Fam. Res.
 - c) Condo/Twnhse
 - d) 2-4 Plex
 - e) Apt. Bldg
 - f) Comm'l/Ind'l
 - g) Agricultural
 - h) Mobile Home
 - i) Other _____

FOR RECORDERS OPTIONAL USE ONLY	
DOCUMENT/INSTRUMENT #:	_____
BOOK _____	PAGE _____
DATE OF RECORDING:	_____
NOTES:	_____

- 3. Total Value/Sales Price of Property: \$ _____
- Deed in Lieu of Foreclosure Only (value of property) (_____)
- Transfer Tax Value: \$ _____
- Real Property Transfer Tax Due: \$ _____ 0

- 4. If Exemption Claimed:
 - a. Transfer Tax Exemption per NRS 375.090, Section # 5
 - b. Explain Reason for Exemption: A transfer of real property if the owner is related to the person to whom it is conveyed within the first degree of lineal consanguinity or affinity: adding wife & son

- 5. Partial Interest: Percentage being transferred: 80 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____ Capacity Grantor
 Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Reza Zandian
 Address: 6 rue Edouard Fournier
 City: 75116 Paris, France
 State: _____ Zip: _____

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Alborz Zandian & Niloofar Foughani
 Address: 6 rue Edouard Fournier
 City: 75116 Paris, France
 State: _____ Zip: _____

COMPANY/PERSON REQUESTING RECORDING

(required if not the seller or buyer)

Print Name: A+ Paralegals, Inc. Escrow # _____
 Address: 312 W. Fourth Street
 City: Carson City State: NV Zip: 89703

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

Exhibit 23

Exhibit 23

Inst #: 20140530-0001038
Fees: \$18.00 N/G Fee: \$0.00
RPTT: \$0.00 Ex: #006
06/30/2014 09:50:42 AM
Receipt #: 2040576
Requestor:
NILOOFAR FOUGHANI
Recorded By: SCA Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

3-1

APN: 071-02-000-013

Recording Requested by:
Grantor, Reza Zandian

When Recorded Mail Document and tax statements to:
Niloofar Foughani
6 rue Edouard Fournier
75116 Paris, France

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

GRANT DEED

I, Reza Zandian, hereby grant said property from, REZA ZANDIAN a married man, to my son ALBORZ ZANDIAN, an unmarried man, 20% and my wife NILOOFAR FOUGHANI ZANDIAN, 60% as joint tenants with right of survivorship (per financial agreement entered into in Las Vegas, Nevada and dated August 21, 2003).

All that real property situated in the County of Clark, State of Nevada, described as follows:

The South Half (S1/2) of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of section 2, Township 16 South, Range 68 East, M.D.M.

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

SUBJECT TO:

1. General and special taxes for the current fiscal year.
2. Covenants, conditions, restrictions, rights of way, easements and reservations of record.

May 20, 2014



Signature: Reza Zandian

-LOOSE CERTIFICATE ATTACHED

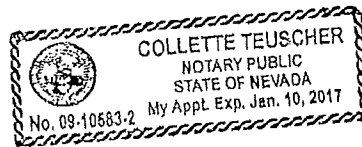
State of Nevada
Carson City

On May 20, 2014 before me, a notary public personally appeared Reza Zandian who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Collette Teuscher
Notary Public



THIS ACKNOWLEDGMENT IS ATTACHED TO A GRANT DEED
Dated May 20, 2014

COPIED COPY

STATE OF NEVADA
DECLARATION OF VALUE

- 1. Assessors Parcel Number(s)
 - a) 071-02-000-013
 - b) _____
 - c) _____
 - d) _____

- 2. Type of Property:
 - a) Vacant Land
 - b) Single Fam. Res.
 - c) Condo/Twnhse
 - d) 2-4 Plex
 - e) Apt. Bldg
 - f) Comm'l/Ind'l
 - g) Agricultural
 - h) Mobile Home
 - i) Other _____

FOR RECORDERS OPTIONAL USE ONLY	
DOCUMENT/INSTRUMENT #:	_____
BOOK _____	PAGE _____
DATE OF RECORDING:	_____
NOTES:	_____

- 3. Total Value/Sales Price of Property: \$ _____
- Deed in Lieu of Foreclosure Only (value of property) (_____
- Transfer Tax Value: \$ _____
- Real Property Transfer Tax Due: \$ _____ 0 _____

- 4. If Exemption Claimed:
 - a. Transfer Tax Exemption per NRS 375.090, Section # 5
 - b. Explain Reason for Exemption: A transfer of real property if the owner is related to the person to whom it is conveyed within the first degree of lineal consanguinity or affinity: adding wife & son

5. Partial Interest: Percentage being transferred: 80 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature [Signature] Capacity Grantor
 Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Reza Zandian
 Address: 6 rue Edouard Fournier
 City: 75116 Paris, France
 State: _____ Zip: _____

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Alborz Zandian & Niloofer Foughani
 Address: 6 rue Edouard Fournier
 City: 75116 Paris, France
 State: _____ Zip: _____

COMPANY/PERSON REQUESTING RECORDING

(required if not the seller or buyer)

Print Name: A+ Paralegals, Inc. Escrow # _____
 Address: 312 W. Fourth Street
 City: Carson City State: NV Zip: 89703

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

Exhibit 24

Exhibit 24

52



Fee: \$16.00 RPTT: \$122.40
N/C Fee: \$25.00

04/19/2005 15:31:57
T20050070845

Requestor:
EQUITY TITLE OF NEVADA

Frances Deane PUN
Clark County Recorder Pgs: 3

**RECORDING REQUESTED BY:
EQUITY TITLE OF NEVADA
AND WHEN RECORDED MAIL TO:**

Reza Zandian
8775 Costa Verde Ste 1416
San Diego, CA 92122

AND WHEN RECORDED MAIL

TAX STATEMENTS TO:
SAME AS ABOVE

APN NO. 071-02-000-005
Affix RPTT: \$122.40
ESCROW NO.: 05480076



GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH THAT:

George W. Wilkinson, an unmarried man

in consideration of the sum of Ten Dollars (\$10.00), the receipt of which is hereby acknowledged, do hereby Grant, Bargain Sell and convey to

Reza Zandian, a married man

all that real property situated in the County of Clark, State of Nevada, described as follows:

The Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 2, Township 16 South, Range 68 East, M.D.M.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging to in anywise appertaining.

SUBJECT TO:

1. General and special taxes for the current fiscal year.
2. Covenants, conditions, restrictions, rights of way, easements and reservations of record.

SELLER:

George W. Wilkinson Sr.
 George W. Wilkinson S.R.

STATE OF ~~NEVADA~~ *Montana* } SS:
 COUNTY OF ~~CLARK~~ *Ravalli*

On *April 12, 2005*
 Personally appeared before me, a Notary Public

George W. Wilkinson

who acknowledged that he/she/they executed the above instrument.



NOTARY PUBLIC-MONTANA
 Residing at Hamilton, Montana
 My Comm. Expires July 22, *2006*

Judy Owings
 Notary Public

My commission expires: *July 22, 2006*

23

STATE OF NEVADA
DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s)

a) 071-02-000-005

b)

c)

d)

2. Type of Property:

a) Vacant Land

b) Single Fam. Res.

c) Condo/Twnhse

d) 2-4 Plex

e) Apt. Bldg

f) Comm'l/Ind'l

g) Agricultural

h) Mobile Home

Other _____

FOR RECORDER'S OPTIONAL USE ONLY
Book: _____ Page: _____
Date of Recording: _____
Notes: _____

3. Total Value/Sales Price of Property

\$24,000.00

Deed in Lieu of Foreclosure Only (value of property)

(_____)

Transfer Tax Value:

\$24,000.00

Real Property Transfer Tax Due

~~\$24,000.00~~ \$122.40

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section _____

b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature George W. Wilkinson Sr. Capacity owner
Signature _____ Capacity _____

**SELLER (GRANTOR) INFORMATION
(REQUIRED)**

Print Name: George W. Wilkinson Sr.
Address: 535 Ashton Dr.
City: Carroll
State: MT Zip: 59828

**BUYER (GRANTEE) INFORMATION
(REQUIRED)**

Print Name: Reza Zardian
Address: 8775 Costa Verde
City: San Diego
State: CA Zip: 92122

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: Equity Title Of Nevada Escrow #: 05480076
Address: 742 W. Pioneer Blvd. Suite D.
City: LV State: NV Zip: 89147

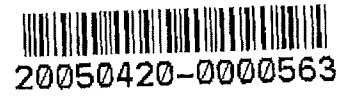
AN ADDITIONAL RECORDING FEE OF \$1.00 WILL APPLY FOR EACH DECLARATION OF VALUE FORM PRESENTED TO CLARK COUNTY, EFFECTIVE JUNE 1, 2004.

11639

Exhibit 25

Exhibit 25

30



Fee: \$16.00 RPTT: \$204.00
N/C Fee: \$0.00

04/20/2005 09:03:41
T20050071150

Requestor:
EQUITY TITLE OF NEVADA

Frances Deane KGP
Clark County Recorder Pgs: 3

RECORDING REQUESTED BY:
EQUITY TITLE OF NEVADA
AND WHEN RECORDED MAIL TO:
Reza Zandian
8775 Costa Verde Ste 1416
San Diego, CA 92122
AND WHEN RECORDED MAIL
TAX STATEMENTS TO:
SAME AS ABOVE

3

APN NO. 071-02-000-013
Affix RPTT; \$204.00
ESCROW NO.: 05480075

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH THAT:

Lois R. Adams, surviving joint tenant:

in consideration of the sum of Ten Dollars (\$10.00), the receipt of which is hereby acknowledged, do hereby Grant, Bargain Sell and convey to

Reza Zandian, a *married man*

all that real property situated in the County of Clark, State of Nevada, described as follows:

The South Half (S 1/2) of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section 2, Township 16 South, Range 68 East, M.D.M.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging to in anywise appertaining.

SUBJECT TO:

1. General and special taxes for the current fiscal year.
2. Covenants, conditions, restrictions, rights of way, easements and reservations of record.

SELLERS:

Lois R Adams
Lois R. Adams

ARIZONA
STATE OF NEVADA
COUNTY OF CLARK MARICOPA
On MARCH 12 2005

} SS:

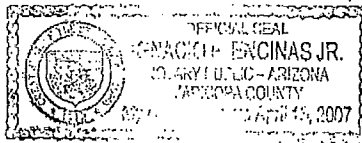
Personally appeared before me, a Notary Public
LOIS R ADAMS

who acknowledged that he/she/they executed the above instrument.

Ignacio F Encinas Jr
Notary Public Ignacio F. Encinas, Jr.

Ignacio F. Encinas Jr.
exp Apr 15, 2007

My commission expires: 4-15-2007



ARIZONA
MARICOPA COUNTY
NOTARY PUBLIC
COPY

30

STATE OF NEVADA
DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s)

- a) 071-02-000-013
- b)
- c)
- d)

2. Type of Property:

- a) Vacant Land
- b) Single Fam. Res.
- c) Condo/Twnhse
- d) 2-4 Plex
- e) Apt. Bldg
- f) Comm'/Ind'l
- g) Agricultural
- h) Mobile Home
- Other _____

FOR RECORDER'S OPTIONAL USE ONLY	
Book: _____	Page: _____
Date of Recording: _____	
Notes: _____	

3. Total Value/Sales Price of Property \$40,000.00
 Deed in Lieu of Foreclosure Only (value of property) (_____)
 Transfer Tax Value: \$40,000.00
 Real Property Transfer Tax Due \$204.00

4. If Exemption Claimed:

- a. Transfer Tax Exemption per NRS 375.090, Section _____
- b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature [Signature] Capacity grantor
 Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Lois R Adams
 Address: 22202 W Hilton Ave
 City: Burien
 State: AZ Zip: 85326

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Reza Zardian
 Address: 8775 Costa Verde #1416
 City: San Diego
 State: CA Zip: 92122

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: Equity Title Of Nevada Escrow #: 05480075
 Address: 742 W. Pioneer Blvd, Suite D,
 City: mesquite State: NV Zip: 89027

AN ADDITIONAL RECORDING FEE OF \$1.00 WILL APPLY FOR EACH DECLARATION OF VALUE FORM PRESENTED TO CLARK COUNTY, EFFECTIVE JUNE 1, 2004.

563

Exhibit 26

Exhibit 26

McMillen, Adam

From: reza <rezazand@hotmail.com>
Sent: Tuesday, April 19, 2016 12:52 PM
To: McMillen, Adam
Subject: Re: Confidential

Mr. McMillen,

I think your client does not get it, there is no money, I kept repeating this in my previous emails, so deposition and examination are worthless and waste of time and money.

It does not matter what is the amount of judgment, what is important is if there is payment capacity.

If your client is prepared to pay my travel and accommodation costs and a reasonable witness fee and you vacate the bench warrant, I will be more than happy to come to USA.

I made a very sincere offer and waiting your decision to accept or reject it, please let me know before end of this week.

Please let me know since I may not be able to execute it for reasons beyond my control if it takes more time or your client is undecided.

Sincerely

Reza

Sent from my iPhone

On Apr 19, 2016, at 19:04, McMillen, Adam <AMcMillen@BHFS.com> wrote:

Mr. Zandian,

We are still very interested in taking your deposition/debtor's examination. Is there a time you will be in the United States in the near future?

Sincerely,

Adam P. McMillen
Brownstein Hyatt Farber Schreck, LLP
5371 Kietzke Lane
Reno, Nevada 89511

100 North City Parkway, Suite 1600
Las Vegas, Nevada 89106

775.324.4100 tel
amcmillen@bhfs.com

From: reza [<mailto:rezazand@hotmail.com>]
Sent: Thursday, April 14, 2016 11:38 PM
To: McMillen, Adam
Subject: Re: Confidential

Mr. McMillen,

My offer is to settle the entire case and I do not care if you share information or proceeds with Mr. Margolin.

I barely can pay my daily expenses and my offer is serious and my intention was to stop the fees and costs that your different firm paid during last seven years.

Again, thank you for your understanding and cooperation to end this case.

Sincerely
Reza

Sent from my iPhone

On Apr 14, 2016, at 21:41, McMillen, Adam <AMcMillen@BHFS.com> wrote:

Mr. Zandian,

You have misunderstood my reason for responding to your emails. I represent the interests of Jed Margolin. I will not accept an offer from you to settle this matter outside of Mr. Margolin's interests. I am obligated to disclose everything to Mr. Margolin and will do so and will not be entering into any type of separate settlement for me or the law firm I work for. If you want to settle this matter, please provide a serious offer to settle my client's case. Also, if you wish to inform the Court and us of a new address for legal service, please do so in writing.

Sincerely,

Adam P. McMillen
Brownstein Hyatt Farber Schreck, LLP
5371 Kietzke Lane
Reno, Nevada 89511

100 North City Parkway, Suite 1600
Las Vegas, Nevada 89106

775.324.4100 tel
amcmillen@bhfs.com

From: reza [<mailto:rezazand@hotmail.com>]
Sent: Wednesday, April 13, 2016 11:29 AM
To: McMillen, Adam
Subject: Re: Confidential

Mr. McMillen,

Thank you for your response, I will not talk to anybody or forward any information regarding this confidential correspondences and I expect thou to do the same including Mr. Margolin as if you were talking to my attorney privately. The fact is that no harm was inflicted and he has been manipulated by Robert Adams and Sadri.

The fact also is that contrary to their false understanding I have no money and currently under bankruptcy, I owe huge amount to IRS and FTB that I can not pay.

I was not even able to pay my attorney for two years and he finally withdraw as you are aware.

You tell me what is an acceptable and reasonable offer, let's work to finish this to avoid further cost and waste of time.

I do not wish to pay a dime to Margolin but I am prepared to pay you up to \$30,000 cash or \$50,000 within 18 months and appreciate to understand my position and disastrous situation.

Sincerely
Reza

Sent from my iPhone

On Apr 13, 2016, at 22:06, McMillen, Adam <AMcMillen@BHFS.com> wrote:

Mr. Zandian,

Please provide a serious offer to settle this matter. Once we settle this matter we can get the court action dismissed and potentially get the warrant for your arrest dismissed as well. If we settle this matter we will also stop pursuing your son, Alborz, for his deposition. We are currently having him served with a deposition subpoena. Again, please provide a serious offer to settle this matter.

Sincerely,

Adam P. McMillen
Brownstein Hyatt Farber Schreck, LLP
5371 Kietzke Lane
Reno, Nevada 89511

100 North City Parkway, Suite 1600
Las Vegas, Nevada 89106

775.324.4100 tel
amcmillen@bhfs.com

-----Original Message-----

From: reza [<mailto:rezazand@hotmail.com>]

Sent: Tuesday, April 12, 2016 9:43 AM

To: McMillen, Adam

Subject: Confidential

Dear Mr. McMillen,

Hope all well, I am writing the email to you to let you know that I am prepared to pay a reasonable portion of your fees and cost since I believe that you have been unfairly exploited for 8 years based on a judgment obtained by fraudulent service and address.

I am currently living in Iran and wish to keep this conversation absolutely confidential and as you confirmed earlier I have no attorney to represent me and I hope you understand my position for confidentiality .

The vacant land in Nevada that I got as sweat equity has no value and I am planning to pay you out of other resources.

My number is +98 912 1222 859.

Regards

Reza

STATEMENT OF CONFIDENTIALITY & DISCLAIMER: The information contained in this email message is attorney privileged and confidential, intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this email is strictly prohibited. If you have received this email in error, please notify us immediately by calling (303)-223-1300 and delete the message. Thank you.

Exhibit 27

Exhibit 27

(4)

Inst #: 20150518-0002132
Fees: \$20.00
N/C Fee: \$0.00
05/18/2015 02:42:28 PM
Receipt #: 2426505
Requestor:
WATSON ROUNDS PC
Recorded By: CDE Pgs: 4
DEBBIE CONWAY
CLARK COUNTY RECORDER

RECORDING COVER PAGE

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

APN# 071-02-000-005

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

TITLE OF DOCUMENT

(DO NOT Abbreviate)

SHERIFF'S CERTIFICATE OF SALE OF REAL PROPERTY

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

RECORDING REQUESTED BY:

Adam P. McMillen

RETURN TO: Name Adam P. McMillen, Esquire
Address 5371 Kietzke Lane
City/State/Zip Reno, NV 89511

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

Name _____
Address _____
City/State/Zip _____

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

An additional recording fee of \$1.00 will apply.

To print this document properly, do not use page sealing.

Using this cover page does not exclude the document from assessing a noncompliance fee.

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

REC'D & FILED
2015 JAN -8 PM 2:09
SUSAN MERRIWETHER
CLERK
BY *[Signature]*
DEPUTY

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

JED MARGOLIN, an individual,

Plaintiff,

vs.

Case No.: 090C00579 1B
Dept. No.: 1

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

Defendants.

RECEIVED
CLARK COUNTY SHERIFF
2014 DEC 29 P 3:05

SHERIFF'S CERTIFICATE OF SALE OF REAL PROPERTY

Under, and by virtue of a Writ of Execution issued on a judgment entered out of the
above-entitled court on June 24, 2013 in favor of JED MARGOLIN, Judgment Creditor and
against Defendants, jointly and severally as Judgment Debtor, the undersigned was
commanded to satisfy such judgment, together with interest and costs, out of the real property,
all of which more fully appears from such Writ of Execution.

Exhibit 28

Exhibit 28

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u

Inst #: 20150518-0002133
Fees: \$20.00
N/C Fee: \$0.00
05/18/2015 02:42:28 PM
Receipt #: 2426505
Requestor:
WATSON ROUNDS PC
Recorded By: CDE Pgs: 4
DEBBIE CONWAY
CLARK COUNTY RECORDER

RECORDING COVER PAGE

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

APN# 071-02-000-013

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

TITLE OF DOCUMENT
(DO NOT Abbreviate)

SHERIFF'S CERTIFICATE OF SALE OF REAL PROPERTY

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

RECORDING REQUESTED BY:

Adam P. McMillen

RETURN TO: Name Adam P. McMillen, Esquire

Address 5371 Kietzke Lane

City/State/Zip Reno, NV 89511

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

Name

Address

City/State/Zip

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

An additional recording fee of \$1.00 will apply.

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

Using this cover page does not exclude the document from assessing a noncompliance fee.

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

REC'D & FILED
2015 JAN -8 PM 2:09
SUSAN MERRIWETHER
CLERK
BY *[Signature]*
DEPUTY

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

10
11 JED MARGOLIN, an individual,
12 Plaintiff,

Case No.: 090C00579 1B
Dept. No.: 1

13 vs.

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

21 Defendants.

RECEIVED
CLARK COUNTY SHERIFF
2015 DEC 29 P 3:05

22
23 **SHERIFF'S CERTIFICATE OF SALE OF REAL PROPERTY**

24 Under, and by virtue of a Writ of Execution issued on a judgment entered out of the
25 above-entitled court on June 24, 2013 in favor of JED MARGOLIN, Judgment Creditor and
26 against Defendants, jointly and severally as Judgment Debtor, the undersigned was
27 commanded to satisfy such judgment, together with interest and costs, out of the real property,
28 all of which more fully appears from such Writ of Execution.

1 I, the undersigned Deputy Sheriff of Clark County, State of Nevada, do hereby certify
2 that I have levied on the real property situated in Clark County, Nevada, and on December 9,
3 2014 at 9:00 a.m., caused the same to be sold at public auction according to the statutes of the
4 State of Nevada, and after due and legal notice, all the rights, title and interest of
5 Defendants/Judgment Debtor herein and to the following described real property located in the
6 County of Clark, State of Nevada, as follows:

7 Clark County APN: 071-02-000-005
8 Situs: Moapa Valley
9 Legal Description: PT NE4 NE4 SEC 02 16 68
Section 02, Township 16, Range 68

10 That all the interest of Clark County APN: 071-02-000-005 was purchased for the sum
11 of Eight Thousand Dollars (\$8,000.00), by Adam P. McMillen, Esquire, agent for Watson
12 Rounds, on behalf of Judgment Creditor Jed Margolin, which was the highest bidder. The real
13 property as stated herein is subject to redemption for one (1) year from the date of sale for the
14 full purchase price plus one-percent (1%) per month pursuant to NRS 21.210 et seq, payable in
15 current, lawful money of the United States of America.
16

17 DOUGLAS GILLESPIE
18 SHERIFF OF CLARK COUNTY

19 By: D. Flippo, PN 5734
20 Deputy Lt. G. Jason Flippo
Sheriff's Civil Section
12/30/14

21 COUNTY OF CLARK)
22) ss:
STATE OF NEVADA)

23 On this 30th day of December, 2014, there appeared before me LT. G. JASON FLIPPO,
24 a Deputy Sheriff of Clark County, who is known to me, and who acknowledged to me that he
25 executed the Sheriff's Certificate of Sale set forth herein, and who acknowledged that the
26 information contained therein is true and that he executed his signature thereon freely and
voluntarily for the purposes set forth therein.

27 [Signature]
28 Notary Public, in and for said
County and State

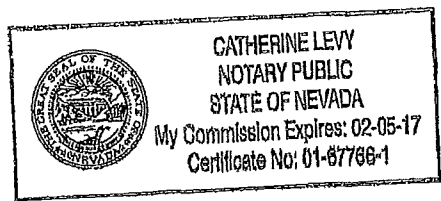


Exhibit 29

Exhibit 29

APN# 079-150-12

Recording Requested by:

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

When Recorded Mail to:

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

Mail Tax Statement to:

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

DOC # 4456017

04/09/2015 11:12:22 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)

Exhibit 30

Exhibit 30

APN# 079-150-10

Recording Requested by:

Name: WASHOE COUNTY SHERIFF'S OFFICE

Address: 911 PAIR BLVD

City/State/Zip: RENO, NV 89512

When Recorded Mail to:

Name: WASHOE COUNTY SHERIFF'S OFFICE

Address: 911 PAIR BLVD

City/State/Zip: RENO, NV 89512

Mail Tax Statement to:

Name: JEB MARBLEIN
C/O WATSON ROUNDS

Address: 5371 KEITZKE 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)

Exhibit 31

Exhibit 31

APN# 084-040-02

Recording Requested by:

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

When Recorded Mail to:

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

Mail Tax Statement to:

Name: JES MARGOLIN
C/O WATSON ROUNDS
Address: 5371 KEETZKE 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)

Exhibit 32

Exhibit 32

APN# 084-130-07

Recording Requested by:

Name: WASHOE COUNTY SHERIFF'S OFFICE

Address: 911 PARIS BLVD

City/State/Zip: RENO, NV 89512

When Recorded Mail to:

Name: WASHOE COUNTY SHERIFF'S OFFICE

Address: 911 PARIS BLVD

City/State/Zip: RENO, NV 89512

Mail Tax Statement to:

Name: JES 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)

Exhibit 2

Exhibit 2

1 Adam P. McMillen, Bar No. 10678
2 amcmillen@bhfs.com
3 BROWNSTEIN HYATT FARBER SCHRECK, LLP
4 5371 Kietzke Lane,
5 Reno, Nevada 89511
6 Telephone: (775) 324-4100
7 Facsimile: (775) 333-8171
8
9 Attorney for Plaintiff JED MARGOLIN
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IN THE FIRST JUDICIAL COURT OF THE STATE OF NEVADA
IN AND FOR CARSON CITY

JED MARGOLIN, an individual,
Plaintiff,

CASE NO. 090C00579 1B
DEPT NO. 1

v.

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

CONSOLIDATED MEMORANDUM OF POST-JUDGMENT FEES AND COSTS

Default Judgment having been entered in the above entitled action on June 24, 2013¹ against Defendants, jointly and severally, Plaintiff Jed Margolin, by and through his counsel of record, Adam P. McMillen of Brownstein Hyatt Farber Schreck, LLP, hereby submits Plaintiff's Memorandum of Post-Judgment Costs and Fees and requests the Clerk tax such costs and fees, as follows:

\\

¹ Notice of Entry of Default Judgment was filed on June 27, 2013.

BROWNSTEIN HYATT FARBER SCHRECK, LLP
5371 Kietzke Lane
Reno, Nevada 89511
775 324-4100

BROWNSTEIN HYATT FARBER SCHRECK, LLP
5371 Kietzke Lane
Reno, Nevada 89511
775-324-4100

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POST-JUDGMENT ATTORNEYS' FEES
(JUNE 27, 2013 THROUGH APRIL 20, 2016) \$113,081.00

POST-JUDGMENT COSTS
(JUNE 27, 2013 THROUGH APRIL 20, 2016):

- Postage/photocopies (in-house) \$ 965.65
- Fees (clerk's fees, filing fees, recording fees, certified copy fees, execution fees, commissions) 4,661.09
- Legal Research 1,292.74
- Witness Fees (Subpoenas) 231.00
- Process service/courier fees 1,227.26
- Travel 418.54
- Debtor's Examination Transcript (Reza Zandian) 314.90


SUB-TOTAL COSTS \$ 9,111.18

TOTAL FEES AND COSTS
(JUNE 27, 2013 THROUGH APRIL 20, 2016) **\$122,192.18**

AFFIRMATION Pursuant to NRS 239B.030

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

DATED: May 3, 2016. BROWNSTEIN HYATT FARBER SCHRECK, LLP

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

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DECLARATION OF ADAM P. McMILLEN

I, ADAM P. McMILLEN, declare under the penalty of perjury that the foregoing fees and costs are correct and were necessarily incurred in this action in executing the judgment, excluding any and all appeals by Defendant Reza Zandian, and that the services for which fees have been charged were actually and necessarily performed.

DATED: May 3, 2016



ADAM P. McMILLEN
Attorney for Plaintiff Jed Margolin

BROWNSTEIN HYATT FARBER SCHRECK, LLP
5371 Kietzke Lane
Reno, Nevada 89511
775-324-4100

CERTIFICATE OF SERVICE

Pursuant to *NRC*P 5(b), I certify that I am an employee of BROWNSTEIN HYATT FARBER SCHRECK, LLP, and on this 3rd day of May, 2016, I served the document entitled **CONSOLIDATED MEMORANDUM OF POST-JUDGMENT COSTS AND FEES** on the parties listed below via the following:

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

Severin A. Carlson
Kaempfer Crowell
510 West Fourth Street
Carson City, NV 89403
(courtesy copy)
Email: scarlson@kcnvlaw.com

VIA FIRST CLASS U.S. MAIL: by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail at Reno, Nevada for delivery to the foregoing.


VIA FACSIMILE: by transmitting to a facsimile machine maintained by the person on whom it is served at the facsimile machine telephone number as last given by that person on any document which he/she has filed in the cause and served on the party making the service. The copy of the document served by the facsimile transmission bears a notation of the date and place of transmission and the facsimile telephone number to which it was transmitted.

BY PERSONAL SERVICE: by personally hand-delivering or causing to be hand delivered by such designated individual whose particular duties include delivery of such on behalf of the firm, addressed to the individual(s) listed, signed by such individual or his/her representative accepting on his/her behalf.

VIA COURIER: by delivering a copy of the document to a courier service for over-night delivery to the foregoing parties.

VIA ELECTRONIC SERVICE: by electronically filing the document with the Clerk of the Court using the ECF system which served the foregoing parties electronically.

VIA ELECTRONIC MAIL: by electronically transmitting a courtesy copy of the document to the Defendant Reza Zandian at the foregoing email address.


Employee of Brownstein Hyatt Farber
Schreck, LLP

BROWNSTEIN HYATT FARBER SCHRECK, LLP

5371 Kierzke Lane
Reno, Nevada 89511
775-324-4100

Exhibit 3

Exhibit 3

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

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

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

Case No.: 090C00579 1B
Dept. No.: 1
WRIT OF EXECUTION

23 **THE PEOPLE OF THE STATE OF NEVADA:**

24 To the Constable of Lyon County, Greetings:

25
26 On June 24, 2013, a judgment was entered by the above entitled Court in the above-
27 entitled action in favor of Plaintiff Jed Margolin as Judgment Creditor and against Defendants,
28 jointly and severally as Judgment Debtor for:

1 \$ 900,000.00 principal,
2 \$ 83,761.25 attorney's fees
3 \$ 488,545.89 interest, and
4 \$ 25,021.96 costs, making a total amount of
5 \$ 1,495,775.74 the total judgment as entered on June 24, 2013, and

6 WHEREAS, according to an affidavit or a memorandum of costs after judgment, or
7 both, filed herein, it appears that further sums have accrued since the entry of judgment, to wit:

8 \$ 113,081.00 attorney's fees,
9
10 \$ 236,626.78 accrued interest (6/27/13-12/8/14 @ 5.25%= \$126,932.60;
11 12/9/2014-4/2/2015 @5.25%=26,214.30;
12 4/3/2015-12/31/2015 @5.25% =62,475.68; and,
13 1/1/2016-4/20/2016 @ 5.5%=21,004.20), and
14 \$ 9,111.18 accrued costs, together with a \$10.00 fee for the issuance of this writ,
15 making a total of:
16 \$ 358,828.96 as accrued costs, accrued interest, and fees.

17 Credit must be given for payments and partial satisfactions in the amount of
18 \$52,000.00 which is to be first credited against the total accrued costs and accrued interest,
19 with any excess credited against the judgment as entered, leaving a net balance of:
20 \$1,802,604.70 actually due on the date of the issuance of this writ of which
21 \$1,802,604.70 bears interest at 5.5% per annum commencing January 1, 2016, in the amount
22 of \$ 271.63 per day until the date of levy, to which must be added the commissions and costs
23 of the officer executing this writ.

24 **NOW, THEREFORE, CONSTABLE OF LYON COUNTY**, you are hereby
25 commanded to satisfy this judgment with interest and costs as provided by law, out of the
26 prescribed by section 6(a)(1) of the federal Fair Labor Standards Act of 1938, 29 U.S.C.
27 §206(a)(1), and in effect at the time the earnings are payable, whichever is greater, is exempt
28 from any levy of execution pursuant to this writ, and if sufficient personal property cannot be

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found, then out of the real property belonging to the debtor in the aforesaid county, and make return to this writ within not less than 10 days or more than 60 days endorsed thereon with what you have done.

Further, Zandian has an interest in Lyon County APN's: 015-311-18 and 015-311-19.

A minimum bid of **\$25,000 for each parcel** shall be set. In the event the minimum bid is not reached, Defendant Reza Zandian is hereby ordered not to sell, assign, or divide his interest in such parcel or allow it to be foreclosed upon until the Judgment is paid.

Debtor's real property in Lyon County is described as follows:

Lyon County APN's:	015-311-18 and 015-311-19
Situs:	Hwy 50
Legal Description:	Parcel One and Parcel Two situated in the E ½ of Section 10 Township 17 N, Range 23 E, M.D.B&M

DATED: This _____ day of May, 2016.

TANYA SCEIRINE, Clerk of the Court

By: _____, Deputy Clerk

055457\0001\14684501.1

1 Matthew D. Francis (6978)
Adam P. McMillen (10678)
2 Brownstein Hyatt Farber Schreck, LLP
5371 Kietzke Lane
3 Reno, NV 89511
Telephone: 775-324-4100
4 Facsimile: 775-333-8171
Attorneys for Plaintiff Jed Margolin
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7
8 **In The First Judicial District Court of the State of Nevada**
9 **In and for Carson City**
10

11
12 JED MARGOLIN, an individual,
13 Plaintiff,

14 vs.

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

22 Defendants.
23

Case No.: 090C00579 1B

Dept. No.: 1

WRIT OF EXECUTION

24 **THE PEOPLE OF THE STATE OF NEVADA:**

25 To the Constable of Churchill County, Greetings:

26 On June 24, 2013, a judgment was entered by the above entitled Court in the above-
27 entitled action in favor of Plaintiff Jed Margolin as Judgment Creditor and against Defendants,
28 jointly and severally as Judgment Debtor for:

1 \$ 900,000.00 principal,
2 \$ 83,761.25 attorney's fees
3 \$ 488,545.89 interest, and
4 \$ 25,021.96 costs, making a total amount of
5 \$1,495,775.74 the total judgment as entered on June 24, 2013, and

6 WHEREAS, according to an affidavit or a memorandum of costs after judgment, or
7 both, filed herein, it appears that further sums have accrued since the entry of judgment, to wit:

8 \$ 113,081.00 attorney's fees,
9
10 \$ 236,626.78 accrued interest (6/27/13-12/8/14 @ 5.25%= \$126,932.60;
11 12/9/2014-4/2/2015 @5.25%=26,214.30;
12 4/3/2015-12/31/2015 @5.25% =62,475.68; and,
13 1/1/2016-4/20/2016 @ 5.5%=21,004.20), and
14 \$ 9,111.18 accrued costs, together with a \$10.00 fee for the issuance of this writ,
15 making a total of:
16 \$ 358,828.96 as accrued costs, accrued interest, and fees.

17 Credit must be given for payments and partial satisfactions in the amount of
18 \$52,000.00 which is to be first credited against the total accrued costs and accrued interest,
19 with any excess credited against the judgment as entered, leaving a net balance of:
20 \$1,802,604.70 actually due on the date of the issuance of this writ of which
21 \$1,802,604.70 bears interest at 5.5% per annum commencing January 1, 2016, in the amount
22 of \$ 271.63 per day until the date of levy, to which must be added the commissions and costs
23 of the officer executing this writ.

24 **NOW, THEREFORE, CONSTABLE OF CHURCHILL COUNTY**, you are hereby
25 commanded to satisfy this judgment with interest and costs as provided by law, out of the
26 prescribed by section 6(a)(1) of the federal Fair Labor Standards Act of 1938, 29 U.S.C.
27 §206(a)(1), and in effect at the time the earnings are payable, whichever is greater, is exempt
28 from any levy of execution pursuant to this writ, and if sufficient personal property cannot be

1 found, then out of the real property belonging to the debtor in the aforesaid county, and make
2 return to this writ within not less than 10 days or more than 60 days endorsed thereon with
3 what you have done.

4 Further, Zandian has an interest in Churchill County APN: 007-151-77. A minimum
5 bid of **\$10,000 for the above parcel** shall be set. In the event the minimum bid is not reached,
6 Defendant Reza Zandian is hereby ordered not to sell, assign, or divide his interest in such
7 parcel or allow it to be foreclosed upon until the Judgment is paid.

8 **NOW, THEREFORE, CONSTABLE OF CHURCHILL COUNTY**, you are hereby
9 commanded to satisfy this judgment with interest and costs as provided by law, out of the
10 prescribed by section 6(a)(1) of the federal Fair Labor Standards Act of 1938, 29 U.S.C.
11 §206(a)(1), and in effect at the time the earnings are payable, whichever is greater, is exempt
12 from any levy of execution pursuant to this writ, and if sufficient personal property cannot be
13 found, then out of the real property belonging to the debtor in the aforesaid county, and make
14 return to this writ within not less than 10 days or more than 60 days endorsed thereon with
15 what you have done.
16
17

18 Debtor's real property in Churchill County is described as follows:

19 Churchill County APN: 007-151-77
20 Situs: 8825 Brush Garden Drive
21 Legal Description: Parcel 1 of the Greg Jackson Parcel Map recorded
February 25, 1983, as Document No. 194366

22 DATED: this _____ day of May, 2016.

23 KELLY G. HELTON, Clerk of the Court

24
25
26 By: _____, Deputy Clerk

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

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7
8 **In The First Judicial District Court of the State of Nevada**
9 **In and for Carson City**
10

11
12 JED MARGOLIN, an individual,
13 Plaintiff,

14 vs.

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

22 Defendants.
23

Case No.: 090C00579 1B

Dept. No.: 1

WRIT OF EXECUTION

24 **THE PEOPLE OF THE STATE OF NEVADA:**

25 To the Constable of Elko County, Greetings:

26 On June 24, 2013, a judgment was entered by the above entitled Court in the above-
27 entitled action in favor of Plaintiff Jed Margolin as Judgment Creditor and against Defendants,
28 jointly and severally as Judgment Debtor for:

1 \$ 900,000.00 principal,
2 \$ 83,761.25 attorney's fees
3 \$ 488,545.89 interest, and
4 \$ 25,021.96 costs, making a total amount of
5
6 \$ 1,495,775.74 the total judgment as entered on June 24, 2013, and

7 WHEREAS, according to an affidavit or a memorandum of costs after judgment, or
8 both, filed herein, it appears that further sums have accrued since the entry of judgment, to wit:

9 \$ 113,081.00 attorney's fees,
10 \$ 236,626.78 accrued interest (6/27/13-12/8/14 @ 5.25%= \$126,932.60;
11 12/9/2014-4/2/2015 @5.25%=26,214.30;
12 4/3/2015-12/31/2015 @5.25% =62,475.68; and,
1/1/2016-4/20/2016 @ 5.5%=21,004.20), and
13 \$ 9,111.18 accrued costs, together with a \$10.00 fee for the issuance of this writ,
14 making a total of:
15 \$ 358,828.96 as accrued costs, accrued interest, and fees.

16 Credit must be given for payments and partial satisfactions in the amount of
17 \$52,000.00 which is to be first credited against the total accrued costs and accrued interest,
18 with any excess credited against the judgment as entered, leaving a net balance of:
19 \$1,802,604.70 actually due on the date of the issuance of this writ of which
20 \$1,802,604.70 bears interest at 5.5% per annum commencing January 1, 2016, in the amount
21 of \$ 271.63 per day until the date of levy, to which must be added the commissions and costs
22 of the officer executing this writ.
23

24 **NOW, THEREFORE, CONSTABLE OF ELKO COUNTY**, you are hereby
25 commanded to satisfy this judgment with interest and costs as provided by law, out of the
26 prescribed by section 6(a)(1) of the federal Fair Labor Standards Act of 1938, 29 U.S.C.
27 §206(a)(1), and in effect at the time the earnings are payable, whichever is greater, is exempt
28 from any levy of execution pursuant to this writ, and if sufficient personal property cannot be

1 found, then out of the real property belonging to the debtor in the aforesaid county, and make
2 return to this writ within not less than 10 days or more than 60 days endorsed thereon with
3 what you have done.

4 Further, Zandian has an interest in Elko County APN: 001-660-034. A minimum bid
5 of **\$25,000 for the above parcel** shall be set. In the event the minimum bid is not reached,
6 Defendant Reza Zandian is hereby ordered not to sell, assign, or divide his interest in such
7 parcel or allow it to be foreclosed upon until the Judgment is paid.

8 **NOW, THEREFORE, CONSTABLE OF ELKO COUNTY**, you are hereby
9 commanded to satisfy this judgment with interest and costs as provided by law, out of the
10 prescribed by section 6(a)(1) of the federal Fair Labor Standards Act of 1938, 29 U.S.C.
11 §206(a)(1), and in effect at the time the earnings are payable, whichever is greater, is exempt
12 from any levy of execution pursuant to this writ, and if sufficient personal property cannot be
13 found, then out of the real property belonging to the debtor in the aforesaid county, and make
14 return to this writ within not less than 10 days or more than 60 days endorsed thereon with
15 what you have done.

16 Debtor's real property in Elko County is described as follows:

17
18 Elko County APN: 001-660-034
19 Situs: El Armuth Drive
20 Legal Description: Parcel 2 being a portion of SE ¼ of Section 17, Township 34
21 North, Range 55 East, M.D.B.&M.

22 DATED: this _____ day of May, 2016.

23 CAROL FOSMO, Clerk of the Court


24
25
26 By: _____, Deputy Clerk

Exhibit 2

Exhibit 2

REC'D & FILED

2016 JUN -3 PM 2: 22

SUSAN MERRIWETHER
CLERK
BY  DEPUTY

1 Case No.: 09 OC 00579 1B

2 Dept. No.: 1

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5
6 IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
7 IN AND FOR CARSON CITY
8

9 JED MARGOLIN, an individual,
10 Plaintiff,

11 vs.

**NOTICE OF BANKRUPTCY FILING AND
AUTOMATIC STAY**

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

23 Defendants.

24 GHOLAM REZA JAZI ZANDIAN filed a verified Chapter 15 Petition for Recognition
25 of a Foreign Proceeding with the United States Bankruptcy Court, Case No. 16-50644-btb.
26 Pursuant to the United States Bankruptcy Code, upon the filing of a bankruptcy petition, judicial
27 proceedings involving the bankruptcy petitioner are automatically stayed. See 11 U.S.C. §
28 362(a). Therefore, this Court is unable to proceed on any motions until the automatic stay is
lifted by the United States Bankruptcy Court. At that time, the parties should resubmit any
pending motions to the Court for decision.

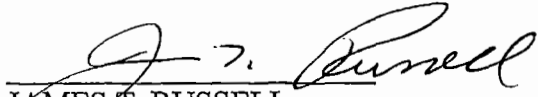
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Therefore, good cause appearing;

THE PARTIES ARE HEREBY NOTIFIED that this Court is unable to proceed in the instant case until the automatic bankruptcy stay is lifted by order of the United States Bankruptcy Court.

Dated this 3 day of June, 2016.


JAMES T. RUSSELL
DISTRICT JUDGE

CERTIFICATE OF MAILING

Pursuant to NRCP 5(b), I certify that I am an employee of the First Judicial District Court, and that on this 3rd day of June, 2016, I deposited for mailing at Carson City, Nevada, a true and correct copy of the foregoing Order addressed as follows:

Adam P. McMillen, Esq.
5371 Kietzke Lane
Reno, NV 89511

Reza Zandian
c/o Alborz Zandian
9 MacArthur Place, Unit 2105
Santa Ana, CA 92707-6753

Jeffrey L. Hartman, Esq.
510 West Plumb Lane, Suite B
Reno, NV 89509



Angela Jeffries
Judicial Assistant, Dept. 1

Exhibit 3

Exhibit 3

APN# 079-150-12

Recording Requested by:

Name: WASHOE COUNTY SHERIFF'S OFFICE

Address: 911 PAIR BLVD

City/State/Zip: RENO, NV 89512

When Recorded Mail to:

Name: WASHOE COUNTY SHERIFF'S OFFICE

Address: 911 PAIR BLVD

City/State/Zip: RENO, NV 89512

Mail Tax Statement to:

Name: JED MARGOLIN
C/O WATSON ROUNDS

Address: 5371 KISTEKE LANE

City/State/Zip: RENO, NV 89511

DOC # 4456017

04/09/2015 11:12:22 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)

Exhibit 4

Exhibit 4

DOC # 4630125

09/08/2016 04:32:23 PM
Requested By
BROWNSTEIN HYATT FARBER SCHRECK
Washoe County Recorder
Lawrence R. Burtness - Recorder
Fee: \$18.00 RPTT: \$61.50
Page 1 of 2

APN: 079-150-12

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: 079-150-12 The Southwest Quarter (SW1/4) of Section 25, Township 21 North, Range 23 East, M.D.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 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 \$15,000.00 and was the highest bidder at the sale;

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 4456017 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.

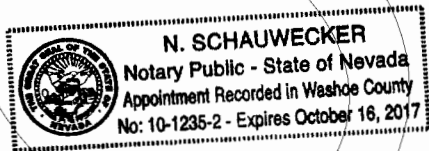


Tom Green,
Chief Deputy of Washoe County

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

STATE OF NEVADA DECLARATION OF VALUE

DV-4630125

09/08/2016 04:32:23 PM

Requested By
BROWNSTEIN HYATT FARBER SCHRECK
Washoe County Recorder
Lawrence R. Burtness - Recorder
Fee: \$0.00 RPTT: \$61.50
Page 1 of 1



1. Assessor Parcel Number (s)

- a) 079-150-12
- b) _____
- c) _____
- d) _____

2. Type of Property:

- | | | | |
|--|--------------|-----------------------------|-----------------|
| a) <input checked="" type="checkbox"/> | Vacant Land | b) <input type="checkbox"/> | Single Fam Res. |
| c) <input type="checkbox"/> | Condo/Twnhse | d) <input type="checkbox"/> | 2-4 Plex |
| e) <input type="checkbox"/> | Apt. Bldg. | f) <input type="checkbox"/> | Comm'l/Ind'l |
| g) <input type="checkbox"/> | Agricultural | h) <input type="checkbox"/> | Mobile Home |
| i) <input type="checkbox"/> | Other | | |

FOR RECORDERS OPTIONAL USE ONLY	
Notes:	_____

3. Total Value/Sales Price of Property:

	\$ 15,000.00
Deed in Lieu of Foreclosure Only (value of property)	\$ _____
Transfer Tax Value:	\$ 15,000.00
Real Property Transfer Tax Due:	\$ 61.50

4. If Exemption Claimed:

- a. Transfer Tax Exemption, per NRS 375.090, Section: N/A
- b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature *Alan ...* Capacity Attorney for Grantee
 Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Sheriff of Washoe County
 Address: 911 E. Parr Blvd.
 City: Reno
 State: NV Zip: 89512

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Jed Margolin c/o Brownstein Hyatt Farber et al
 Address: 5371 Kietzke Lane
 City: Reno
 State: NV Zip: 89511

COMPANY/PERSON REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: _____ Escrow # _____
 Address: _____
 City: _____ State: _____ Zip: _____

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

Exhibit 5

Exhibit 5

5
-1

Inst #: 20161019-0000379
Fee: \$20.00 N/C Fee: \$25.00
RPTT: \$40.80 Ex: #
10/19/2016 09:11:07 AM
Receipt #: 2905801
Requestor:
BROWNSTEIN HYATT ET AL
Recorded By: TAH Pgs: 5
DEBBIE CONWAY
CLARK COUNTY RECORDER

RECORDING COVER PAGE

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

APN# 071-02-000-005

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

TITLE OF DOCUMENT

(DO NOT Abbreviate)

SHERIFF'S DEED

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

RECORDING REQUESTED BY:

Grantee

RETURN TO: Name Jed Margolin c/o Brownstein Hyatt Farber Schreck

Address 5371 Kietzke Lane

City/State/Zip Reno, Nevada 89511

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

Name same as above

Address

City/State/Zip

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

An additional recording fee of \$1.00 will apply.

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

Using this cover page does not exclude the document from assessing a noncompliance fee.

P:\Common\Forms & Notices\Cover Page Template Feb2014

1 Adam P. McMillen, Bar No. 10678
2 amcmillen@bhfs.com
3 BROWNSTEIN HYATT FARBER SCHRECK, LLP
4 5371 Kietzke Lane,
5 Reno, Nevada 89511
6 Telephone: (775) 324-4100
7 Facsimile: (775) 333-8171

8 Attorney for Plaintiff JED MARGOLIN

9 IN THE FIRST JUDICIAL COURT OF THE STATE OF NEVADA
10 IN AND FOR CARSON CITY

11 JED MARGOLIN, an individual,
12 Plaintiff,

CASE NO.: 090C00579 1B

DEPT NO.: 1

13 v.

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

SHERIFF'S DEED

RECEIVED
2016 SEP 27 P 3: 16
CLARK COUNTY SHERIFF

21 STATE OF NEVADA)
22)ss:
23 COUNTY OF CLARK)

24 THIS DEED is made on this 28th day of September, 2016, by JOSEPH M.
25 LOMBARDO, SHERIFF OF CLARK COUNTY, NEVADA.
26
27
28

BROWNSTEIN HYATT FARBER SCHRECK, LLP
5371 Kietzke Lane
Reno, Nevada 89511
775 324-4100

BROWNSTEIN HYATT FARBER SCHRECK, LLP
5371 Kietzke Lane
Reno, Nevada 89511
775-324-4100

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WITNESSETH

THAT by virtue of an Execution issued by the First Judicial District Court of the State of Nevada, in and for Carson City, in the case of Jed Margolin, Plaintiff vs. Reza Zandian, et al., Defendant, Case No.090C00579 1B in said Court, I, Joseph M. Lombardo, as Sheriff of Clark County, Nevada, did cause due notice thereof to be given of sale of the following described real property located in the County of Clark, State of Nevada, as follows:

Clark County APN: 071-02-000-005
Situs: Moapa Valley
Legal Description: PT NE4 NE4 SEC 02 16 68
Section 02, Township 16, Range 68

Such real property is raw land located in Moapa Valley, Clark County, Nevada 89040, is more particularly described as follows:

THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 2, TOWNSHIP 16 SOUTH, RANGE 68 EAST, M.D.M.

APN: 071-02-000-005

THAT pursuant to said Notice, I did therefore cause said sale to be made on the 9th day of December, 2014 at 9:00 a.m., at public auction, and that Adam McMillen, gent for Watson Rounds, on behalf of Judgment Creditor Jed Margolin, did cause a bid to be made in the sum of Eight Thousand Dollars and 00/100 (\$8,000.00); that pursuant to said sale, a Certificate of Sale was executed by the Sheriff of Clark County on December 30, 2014 and recorded in Clark County, Nevada, records, and one (1) year having elapsed since the sale of said property on December 30, 2015.

NOW, THEREFORE, I, the said JOSEPH M. LOMBARDO, do hereby grant to Plaintiff

1 Jed Margolin without warranty, all of the right, title and interest of Defendant Reza Zandian, ~~at~~
2 ~~at~~, in and to the property described above subject to all liens and encumbrances of record.

3
4 JOSEPH M. LOMBARDO
5 CLARK COUNTY SHERIFF

6 BY: *Joseph Lombardo P9565*
7 Deputy, Sheriff


8 J. Lombardo
9 Sr. Deputy Sheriff
10 Sheriff's Civil Section

11 STATE OF NEVADA)
12)ss:
13 COUNTY OF CLARK)

14 On this 28th day of September, 2016, before me a Notary Public in and for said
15 County and State, personally appeared, J. LOMBARDO, known to me to be a Deputy
16 Sheriff of Clark County, Nevada, and the person who executed the foregoing instrument, who
17 duly acknowledged to me that he executed the same freely and voluntarily and for the uses and
18 purposes therein mentioned.

19 *Catherine Levy*

20 Notary Public, in and for said County and State

21 
22 CATHERINE LEVY
23 NOTARY PUBLIC
24 STATE OF NEVADA
25 My Commission Expires: 02-05-17
26 Certificate No: 01-67766-1

BROWNSTEIN HYATT FARBES SCHRECK, LLP
5371 Kietzke Lane
Reno, Nevada 89511
775-324-4100

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)
 a. 071-02-000-005
 b. _____
 c. _____
 d. _____

2. Type of Property:
 a. Vacant Land b. Single Fam. Res.
 c. Condo/Twnhse d. 2-4 Plex
 e. Apt. Bldg f. Comm'l/Ind'l
 g. Agricultural h. Mobile Home
 Other

FOR RECORDERS OPTIONAL USE ONLY	
Book _____	Page: _____
Date of Recording: _____	
Notes: _____	

- 3.a. Total Value/Sales Price of Property \$ 8,000.00
 b. Deed in Lieu of Foreclosure Only (value of property (_____))
 c. Transfer Tax Value: \$ _____
 d. Real Property Transfer Tax Due \$ 40.80

4. **If Exemption Claimed:**
 a. Transfer Tax Exemption per NRS 375.090, Section _____
 b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100 %
 The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature *Adam P. McMillen* Capacity: Attorney for Grantee
 Adam P. McMillen

Signature _____ Capacity: _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)
 Print Name: Clark County Sheriff-Civil
 Address: 302 E. Carson Avenue, 5th Floor
 City: Las Vegas
 State: NV Zip: 89101

BUYER (GRANTEE) INFORMATION
(REQUIRED)
 Print Name: Jed Margolin
 Address: c/o Brownstein Hyatt Farber, et al
 City: 5371 Kietzke Lane, Reno
 State: Nevada Zip: 89511

COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)
 Print Name: _____ Escrow # _____
 Address: _____
 City: _____ State: _____ Zip: _____

Exhibit 6

Exhibit 6

5
-1

Inst #: 20161019-0000378
Fee: \$20.00 N/C Fee: \$25.00
RPTT: \$81.60 Ex: #
10/19/2016 09:11:07 AM
Receipt #: 2905801
Requestor:
BROWNSTEIN HYATT ET AL
Recorded By: TAH Pgs: 5
DEBBIE CONWAY
CLARK COUNTY RECORDER

RECORDING COVER PAGE

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

APN# 071-02-000-013

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

TITLE OF DOCUMENT

(DO NOT Abbreviate)

SHERIFF'S DEED

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

RECORDING REQUESTED BY:

Grantee

RETURN TO: Name Jed Margolin c/o Brownstein Hyatt Farber Schreck

Address 5371 Kietzke Lane

City/State/Zip Reno, Nevada 89511

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

Name same as above

Address _____

City/State/Zip _____

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

An additional recording fee of \$1.00 will apply.

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

Using this cover page does not exclude the document from assessing a noncompliance fee.

P:\Common\Forms & Notices\Cover Page Template Feb2014

1 Adam P. McMillen, Bar No. 10678
2 amcmillen@bhfs.com
3 BROWNSTEIN HYATT FARBER SCHRECK, LLP
4 5371 Kietzke Lane,
5 Reno, Nevada 89511
6 Telephone: (775) 324-4100
7 Facsimile: (775) 333-8171

8 Attorney for Plaintiff JED MARGOLIN

9 IN THE FIRST JUDICIAL COURT OF THE STATE OF NEVADA
10 IN AND FOR CARSON CITY

11 JED MARGOLIN, an individual,
12 Plaintiff,

CASE NO.: 090C00579 1B

DEPT NO.: 1

13 v.

SHERIFF'S DEED

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

27 STATE OF NEVADA)
28)ss:
COUNTY OF CLARK)

RECEIVED
2016 SEP 27 P 3:17
CLARK COUNTY SHERIFF

29 THIS DEED is made on this 28th day of September, 2016, by JOSEPH M.
30 LOMBARDO, SHERIFF OF CLARK COUNTY, NEVADA.

BROWNSTEIN HYATT FARBER SCHRECK, LLP
5371 Kietzke Lane
Reno, Nevada 89511
775 324-4100

BROWNSTEIN HYATT FARBER SCHRECK, LLP
5371 Kierulke Lane
Reno, Nevada 89511
775-324-4100

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WITNESSETH

THAT by virtue of an Execution issued by the First Judicial District Court of the State of Nevada, in and for Carson City, in the case of Jed Margolin, Plaintiff vs. Reza Zandian, et al., Defendant, Case No.090C00579 1B in said Court, I, Joseph M. Lombardo, as Sheriff of Clark County, Nevada, did cause due notice thereof to be given of sale of the following described real property located in the County of Clark, State of Nevada, as follows:

Clark County APN: 071-02-000-013
Situs: Moapa Valley
Legal Description: PT SE4 NE4 SEC 02 16 68
Section 02, Township 16, Range 68

Such real property is raw land located in Moapa Valley, Clark County, Nevada 89040, is more particularly described as follows:

THE SOUTH HALF (S ½) OF THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 2, TOWNSHIP 16 SOUTH, RANGE 68 EAST, M.D.M.

APN: 071-02-000-013

THAT pursuant to said Notice, I did therefore cause said sale to be made on the 9th day of December, 2014 at 9:15 a.m., at public auction, and that Adam McMillen, agent for Watson Rounds, on behalf of Judgment Creditor Jed Margolin did cause a bid to be made in the sum of Sixteen Thousand Dollars and 00/100 (\$16,000.00); that pursuant to said sale, a Certificate of Sale was executed by the Sheriff of Clark County on December 30, 2014 and recorded in Clark County, Nevada, records, and one (1) year having elapsed since the sale of said property on December 30, 2015.

NOW, THEREFORE, I, the said JOSEPH M. LOMBARDO, do hereby grant to Plaintiff

1 Jed Margolin without warranty, all of the right, title and interest of Defendant Reza Zandian, et
2 al., in and to the property described above subject to all liens and encumbrances of record.

3
4 JOSEPH M. LOMBARDO
CLARK COUNTY SHERIFF

5
6 BY: *Joseph Lombardo P9565*
7 Deputy, Sheriff

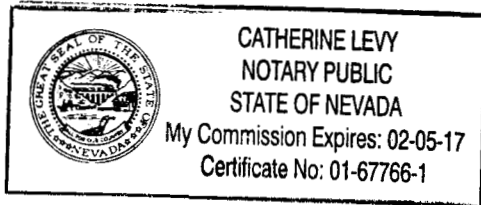
8 J. Lombardo
9 Sr. Deputy Sheriff
10 Sheriff's Civil Section

11 STATE OF NEVADA)
12)ss:
13 COUNTY OF CLARK)

14 On this 28th day of September, 2016, before me a Notary Public in and for said
15 County and State, personally appeared, J. LOMBARDO, known to me to
16 be a Deputy Sheriff of Clark County, Nevada, and the person who executed the foregoing
17 instrument, who duly acknowledged to me that he executed the same freely and voluntarily and
18 for the uses and purposes therein mentioned.

19 *[Signature]*

20 Notary Public, in and for said County and State



BROWNSTEIN HYATT FARBER SCHRECK, LLP
5371 Kietzke Lane
Reno, Nevada 89511
775-324-4100

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)
 a. 071-02-000-013
 b. _____
 c. _____
 d. _____

2. Type of Property:
 a. Vacant Land b. Single Fam. Res.
 c. Condo/Twnhse d. 2-4 Plex
 e. Apt. Bldg f. Comm'l/Ind'l
 g. Agricultural h. Mobile Home
 Other _____

FOR RECORDERS OPTIONAL USE ONLY	
Book _____	Page: _____
Date of Recording: _____	
Notes: _____	

- 3.a. Total Value/Sales Price of Property \$ 16,000.00
 b. Deed in Lieu of Foreclosure Only (value of property (_____))
 c. Transfer Tax Value: \$ _____
 d. Real Property Transfer Tax Due \$ 81.60

4. If Exemption Claimed:

- a. Transfer Tax Exemption per NRS 375.090, Section _____
 b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature *Adam P. McMillen* Capacity: Attorney for Grantee
 Adam P. McMillen

Signature _____ Capacity: _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: CLARK COUNTY SHERIFF
 Address: 302 E. Carson Avenue, 5th Floor
 City: Las Vegas
 State: NV Zip: 89101

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: JED MARGOLIN
 Address: c/o Brownstein Hyatt Farber et al.
 City: 5371 Kietzke Lane, Reno
 State: NV Zip: 89511

COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)

Print Name: _____ Escrow # _____
 Address: _____
 City: _____ State: _____ Zip: _____

Exhibit 7

Exhibit 7

Exhibit 10

Exhibit 10

DOC # 4335754

03/18/2014 04:28:04 PM
Requested By
A+ PARALEGALS INC
Washoe County Recorder
Lawrence R. Burtness - Recorder
Fee: \$18.00 RPTT: \$0.00
Page 1 of 2

APN: 079-150-12

Recording Requested by:
Grantor, **Reza Zandian**

When Recorded Mail Document and tax statements to:
Niloofar Foughani
6 rue Edouard Fournier
75116 Paris, France



SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

GRANT DEED

I, Reza Zandian (also known as Resa Zandian), hereby grants his 50% of said property from, RESA ZANDIAN and NILOOFAR FOUGHANI, husband and wife as joint tenants with right of survivorship, to NILOOFAR FOUGHANI 30% (on behalf of herself 10%, Nikan Zandian Jazi 10% and Rayan Zandian 10%) (per financial agreement entered into in Las Vegas, Nevada and dated 08-21-2003) and ALBORZ ZANDIAN, 10% an unmarried man, as joint tenants with right of survivorship.

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

The Southwest Quarter (SW ¼) of Section 25, Township 21 North, Range 23 East, M.D.M.

Together with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

March 12, 2014



Signature: Reza Zandian

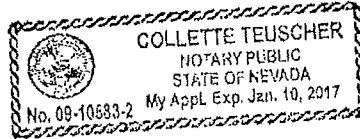
-LOOSE CERTIFICATE ATTACHED-

4335754 Page 2 of 2 - 03/18/2014 04:28:04 PM

State of Nevada
County of Washoe

This instrument was acknowledged before me on March 12, 2014 by Reza Zandain.

Collette Teuscher
Notary Public



-THIS ACKNOWLEDGEMENT IS ATTACHED TO A GRANT DEED
Dated March 12, 2014

COPY

Exhibit 12

Exhibit 12

DOC # 4335755

03/18/2014 04:28:04 PM
Requested By
A+ PARALEGALS INC
Washoe County Recorder
Lawrence R. Burtness - Recorder
Fee: \$22.00 RPTT: \$0.00
Page 1 of 6

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

Recording Requested by:
Grantor, Reza Zandian



When Recorded Mail Document and tax statements to:
Niloofer Foughani
6 rue Edouard Fournier
75116 Paris, France

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

GRANT DEED

I, Reza Zandian, hereby grant said property from, FRED SADRI Trustee of the Star Living Trust, dated April 14, 1997, as to an undivided 1/3 interest, RAY KOROGHLI and SATHSOWI THAY KOROGHLI, as Managing Trustees of the KOROGHLI MANAGEMENT TRUST, as to an undivided 1/3 interest and REZA ZANDIAN, a married man as his sole and separate property, as to an undivided 1/3 interest, as tenants in common, to, FRED SADRI Trustee of the Star Living Trust, dated April 14, 1997, as to an undivided 1/3 interest, RAY KOROGHLI and SATHSOWI THAY KOROGHLI, as Managing Trustees of the KOROGHLI MANAGEMENT TRUST, as to an undivided 1/3 interest and ALBORZ ZANDIAN, an unmarried man, 6.66%, and Niloofer Foughani, 19.98% (on behalf of herself 6.66%, Nikan Zandian Jazi 6.66% and Rayan Zandian 6.66%) (per financial agreement entered into in Las Vegas, Nevada and dated 08-21-2003), as tenants in common.

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

See Exhibit "A"

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

March 12, 2014

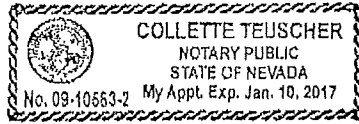
Signature: Reza Zandian

-LOOSE CERTIFICATE ATTACHED-

State of Nevada
County of Washoe

This instrument was acknowledged before me on March 12, 2014 by Reza Zandain.

Collette Teuscher
Notary Public



-THIS ACKNOWLEDGEMENT IS ATTACHED TO A GRANT DEED
Dated March 12, 2014

COPY

EXHIBIT "A"

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

**PARCEL A:
APN 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:
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 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:
APN 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:
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.

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 $\frac{1}{2}$ 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.

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 $\frac{1}{4}$ 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:
APN 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 substance, 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 22

Exhibit 22

3-1

APN: 071-02-000-005

Recording Requested by:
Grantor, Reza Zandian

When Recorded Mail Document and tax statements to:
Niloofar Foughani
6 rue Edouard Fournier
75116 Paris, France

Inst #: 20140530-0001037
Fees: \$18.00 N/C Fee: \$0.00
RPTT: \$0.00 Ex: #005
05/30/2014 09:50:42 AM
Receipt #: 2040576
Requestor:
NILOOFAR FOUGHANI
Recorded By: SCA Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

GRANT DEED

I, Reza Zandian, hereby grant said property from, REZA ZANDIAN a married man, to my son ALBORZ ZANDIAN, an unmarried man, 20% and my wife NILOOFAR FOUGHANI ZANDIAN, 60% as joint tenants with right of survivorship (per financial agreement entered into in Las Vegas, Nevada and dated August 21, 2003).

All that real property situated in the County of Clark, State of Nevada, described as follows:

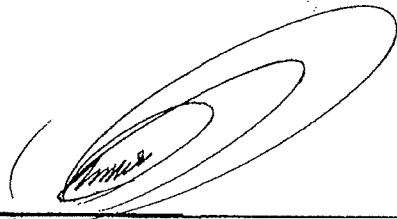
The Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of section 2, Township 16 South, Range 68 East, M.D.M.

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

SUBJECT TO:

1. General and special taxes for the current fiscal year.
2. Covenants, conditions, restrictions, rights of way, easements and reservations of record.

May 20, 2014



Signature: Reza Zandian

-LOOSE CERTIFICATE ATTACHED

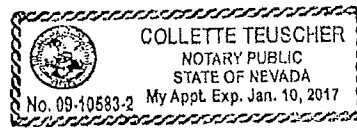
State of Nevada
Carson City

On May 20, 2014 before me, a notary public personally appeared Reza Zandian who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Collette Teuscher
Notary Public



THIS ACKNOWLEDGMENT IS ATTACHED TO A GRANT DEED

Dated May 20, 2014

COPIED COPY

STATE OF NEVADA
DECLARATION OF VALUE

- 1. Assessors Parcel Number(s)
 - a) 071-02-000-005
 - b) _____
 - c) _____
 - d) _____

- 2. Type of Property:
 - a) Vacant Land
 - b) Single Fam. Res.
 - c) Condo/Twnhse
 - d) 2-4 Plex
 - e) Apt. Bldg
 - f) Comm'l/Ind'l
 - g) Agricultural
 - h) Mobile Home
 - i) Other _____

FOR RECORDERS OPTIONAL USE ONLY	
DOCUMENT/INSTRUMENT #:	_____
BOOK _____	PAGE _____
DATE OF RECORDING:	_____
NOTES:	_____

3. Total Value/Sales Price of Property: \$ _____
 Deed in Lieu of Foreclosure Only (value of property) (_____)
 Transfer Tax Value: \$ _____
 Real Property Transfer Tax Due: \$ _____ 0 _____

- 4. If Exemption Claimed:
 - a. Transfer Tax Exemption per NRS 375.090, Section # 5
 - b. Explain Reason for Exemption: A transfer of real property if the owner is related to the person to whom it is conveyed within the first degree of lineal consanguinity or affinity: adding wife & son
- 5. Partial Interest: Percentage being transferred: 80 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____ Capacity Grantor
 Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Reza Zandian
 Address: 6 rue Edouard Fournier
 City: 75116 Paris, France
 State: _____ Zip: _____

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Alborz Zandian & Niloofar Foughani
 Address: 6 rue Edouard Fournier
 City: 75116 Paris, France
 State: _____ Zip: _____

COMPANY/PERSON REQUESTING RECORDING

(required if not the seller or buyer)

Print Name: A+ Paralegals, Inc. Escrow # _____
 Address: 312 W. Fourth Street
 City: Carson City State: NV Zip: 89703

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

Exhibit 23

Exhibit 23

Inst #: 20140530-0001038
Fees: \$18.00 N/G Fee: \$0.00
RPTT: \$0.00 Ex: #006
06/30/2014 09:50:42 AM
Receipt #: 2040576
Requestor:
NILOOFAR FOUGHANI
Recorded By: SCA Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

3-1

APN: 071-02-000-013

Recording Requested by:
Grantor, Reza Zandian

When Recorded Mail Document and tax statements to:
Niloofar Foughani
6 rue Edouard Fournier
75116 Paris, France

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

GRANT DEED

I, Reza Zandian, hereby grant said property from, REZA ZANDIAN a married man, to my son ALBORZ ZANDIAN, an unmarried man, 20% and my wife NILOOFAR FOUGHANI ZANDIAN, 60% as joint tenants with right of survivorship (per financial agreement entered into in Las Vegas, Nevada and dated August 21, 2003).

All that real property situated in the County of Clark, State of Nevada, described as follows:

The South Half (S1/2) of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of section 2, Township 16 South, Range 68 East, M.D.M.

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

SUBJECT TO:

1. General and special taxes for the current fiscal year.
2. Covenants, conditions, restrictions, rights of way, easements and reservations of record.

May 20, 2014



Signature: Reza Zandian

-LOOSE CERTIFICATE ATTACHED

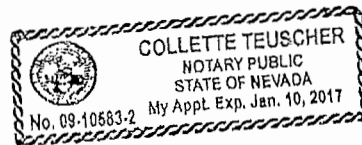
State of Nevada
Carson City

On May 20, 2014 before me, a notary public personally appeared Reza Zandian who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Collette Teuscher
Notary Public



THIS ACKNOWLEDGMENT IS ATTACHED TO A GRANT DEED
Dated May 20, 2014

NOTARY PUBLIC COPY

STATE OF NEVADA
DECLARATION OF VALUE

- 1. Assessors Parcel Number(s)
 - a) 071-02-000-013
 - b) _____
 - c) _____
 - d) _____

- 2. Type of Property:
 - a) Vacant Land
 - b) Single Fam. Res.
 - c) Condo/Twnhse
 - d) 2-4 Plex
 - e) Apt. Bldg
 - f) Comm'l/Ind'l
 - g) Agricultural
 - h) Mobile Home
 - i) Other _____

FOR RECORDERS OPTIONAL USE ONLY	
DOCUMENT/INSTRUMENT #:	_____
BOOK _____	PAGE _____
DATE OF RECORDING:	_____
NOTES:	_____

- 3. Total Value/Sales Price of Property: \$ _____
- Deed in Lieu of Foreclosure Only (value of property) (_____)
- Transfer Tax Value: \$ _____
- Real Property Transfer Tax Due: \$ _____ 0 _____

- 4. If Exemption Claimed:
 - a. Transfer Tax Exemption per NRS 375.090, Section # 5
 - b. Explain Reason for Exemption: A transfer of real property if the owner is related to the person to whom it is conveyed within the first degree of lineal consanguinity or affinity: adding wife & son

5. Partial Interest: Percentage being transferred: 80 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature [Signature] Capacity Grantor
 Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Reza Zandian
 Address: 6 rue Edouard Fournier
 City: 75116 Paris, France
 State: _____ Zip: _____

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Alborz Zandian & Niloofer Foughani
 Address: 6 rue Edouard Fournier
 City: 75116 Paris, France
 State: _____ Zip: _____

COMPANY/PERSON REQUESTING RECORDING

(required if not the seller or buyer)

Print Name: A+ Paralegals, Inc. Escrow # _____
 Address: 312 W. Fourth Street
 City: Carson City State: NV Zip: 89703

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

Exhibit 2

Exhibit 2

*** THIS IS AN UNOFFICIAL COPY ***

DOC # 684351

03/17/2014 10:50 AM

Official Record

Requested By
A+ PARALEGALS INC

Elko County - NV

D. Mike Simms - Recorder

Page 1 of 4 Fee \$17.00

Recorded By: ST RPTT

APN: 001-660-034

Recording Requested by,
Grantor, Reza Zandian

When Recorded Mail Document and tax statements to:
Niloofer Foughani
6 rue Edouard Fournier
75116 Paris, France



SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

GRANT DEED

I, Reza Zandian, hereby grant said property from, REZA ZANDIAN and FOUGHANI NILOOFAR ZANDIAN, husband and wife, as Joint Tenants with Right of Survivorship, to ALBORZ ZANDIAN, an unmarried man, 10% and NILOOFAR FOUGHANI, 30% (on behalf of herself 10%, Nikan Zandian Jazi 10% and Rayan Zandian 10%) (per financial agreement entered into in Las Vegas, Nevada and dated 08-21-2003), as joint tenants with right of survivorship.

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

See Exhibit "A" attached hereto and incorporated herein;

TOGETHER WITH any and all buildings and improvements situate thereon.

TOGETHER WITH the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversions, remainder and remainders, rents, issues and profits thereof; it being the intent of the parties that all Grantors' interests, known or unknown, in the above-described property, be conveyed hereby.

SUBJECT, however, to all taxes and other assessments, reservations in patents and all reservations, easements, encumbrances, liens, covenants, rights, rights-of-way and other interests as they may appear of record.

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

IN WITNESS WHEREOF, the said Grantors have caused this deed to be executed as of the day and year first hereinbelow written.

March 12, 2014

Signature: Reza Zandian

-LOOSE CERTIFICATE ATTACHED-

*** THIS IS AN UNOFFICIAL COPY ***



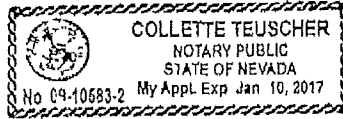
684351

03/17/2014
002 of 4

State of Nevada
County of Washoe

This instrument was acknowledged before me on March 12, 2014 by Reza Zandain.

Collette Teuscher
Notary Public



-THIS ACKNOWLEDGEMENT IS ATTACHED TO A GRANT DEED
Dated March 12, 2014

*** THIS IS AN UNOFFICIAL COPY ***



684351

08/17/2014
003 of 4

EXHIBIT "A"

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

Parcel 2 as shown on that certain Parcel Map for JAMES W. JENNINGS, etal filed in the office of the County Recorder of Elko County, State of Nevada, on December 31, 1987, as File No. 245403, being a portion of SE1/4 of Section 17, Township 34 North, Range 55 East, M.D.B.&M.

EXCEPTING THEREFROM all those portions of said land lying within the exterior boundaries of Clover Hills Subdivision, Phases 1, 2, and 3, as shown on the official maps thereof, filed in the office of the Elko County Recorder, Elko, Nevada, on October 20, 1988, July 11, 1989 and November 16, 1989, as File No. 264290, 278494 and 284716 respectively.

FURTHER EXCEPTING THEREFROM all that portion of said land conveyed to J. ROSS MACLEAN by Deed recorded September 20, 1991, in Book 762, Page 902, Official Records, Elko County, Nevada.

FURTHER EXCEPTING THEREFROM that portion of said land conveyed to RICHARD G. FLEMING and KERLY L. FLEMING, by Deed recorded on September 15, 1992, in Book 796, Page 134, Official Records, Elko County, Nevada.

EXCEPTING THEREFROM one-half of all oil, gas, mineral and other hydrocarbon substances, reserved by STRATHEARN CATTLE CO., in Deed recorded November 19, 1957, in Book 73, Page 38, Official Records, Elko County, Nevada.

EXCEPTING THEREFROM one-half of all oil, gas, mineral and other hydrocarbon substances, reserved by A.B. MCKINLEY & SONS, INC. in Deed recorded June 14, 1960, in Book 4, Page 272, Official Records, Elko County, Nevada.

At date hereof, exceptions to coverage in addition to the printed exceptions and exclusions in a Policy of Title Insurance are as follows:

1. Rights incidental to the ownership and development of the mineral interests excepted from the land described herein.
2. The fact that the ownership of said land does not include any rights of ingress or egress to or from Interstate 80, as set forth in instrument.
Recorded : October 25, 1973
: in Book 186, Page 58, as Document No. 78982
: Official Records of Elko County, Nevada

*** THIS IS AN UNOFFICIAL COPY ***



684361

08/17/2014
004 of 4

3. An easement affecting a portion of said land for the purposes stated herein, together with incidental rights thereto,
Granted to : CP NATIONAL CORPORATION
: electric power or telephone lines and/or
: gas or water mains
Recorded : May 13, 1986
: in Book 523, Page 457
: Official Records of Elko County, Nevada

4. An easement affecting a portion of said land for the purposes stated herein, together with incidental rights hereto,
Granted to : AMERICAN TELEPHONE AND TELEGRAPH COMPANY
Purpose : communication systems and underground cables
Recorded : August 10, 1988
: in Book 635, Page 55
: Official Records of Elko County, Nevada

*** THIS IS AN UNOFFICIAL COPY ***

STATE OF NEVADA
DECLARATION OF VALUE

DOC # DV - **684351**
03/17/2014 10:50 AM
Official Record

Requested By
A+ PARALEGALS INC

Elko County - NV

D Mike Smalec - Recorder

Page 1 of 1 Fee: \$17.00
Recorded By ST RPTT

- 1. Assessors Parcel Number(s)
 - a) 001-660-034
 - b) _____
 - c) _____
 - d) _____

- 2. Type of Property:
 - a) Vacant Land
 - b) Single Fam. Res.
 - c) Condo/Twnhse
 - d) 2-4 Plex
 - e) Apt. Bldg
 - f) Comm'l/Ind'l
 - g) Agricultural
 - h) Mobile Home
 - i) Other _____

FOR RECORDERS OPTIONAL USE ONLY
 DOCUMENT/INSTRUMENT #: _____
 BOOK _____ PAGE _____
 DATE OF RECORDING: _____
 NOTES: _____

3. Total Value/Sales Price of Property: \$ 70,400.00
 Deed in Lieu of Foreclosure Only (value of property) (_____)
 Transfer Tax Value: \$ _____
 Real Property Transfer Tax Due: \$ 0

- 4. If Exemption Claimed:
 - a. Transfer Tax Exemption per NRS 375.090, Section # 5
 - b. Explain Reason for Exemption: A transfer of real property if the owner is related to the person to whom it is conveyed within the first degree of lineal consanguinity or affinity: adding Wife and Son
- 5. Partial Interest: Percentage being transferred: 40 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to ~~NRS 375.030~~ the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____ Capacity Grantor
 Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Reza Zandian
 Address: 6 rue Edouard Fournier
 City: 75116 Paris, France
 State: _____ Zip: _____

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Alborz Zandian & Niloofar Foughani
 Address: 6 rue Edouard Fournier
 City: 75116 Paris, France
 State: _____ Zip: _____

COMPANY/PERSON REQUESTING RECORDING
(required if not the seller or buyer)

Print Name: A+ Paralegals, Inc. Escrow # _____
 Address: 312 W. Fourth Street
 City: Carson City State: NV Zip: 89703

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

Exhibit 4

Exhibit 4

*** THIS IS AN UNOFFICIAL COPY ***

DOC # 439670

03/18/2014 10:57 AM

Official Record

Recording requested By
A+ PARALEGALS

Churchill County - NV

Joan Sims - Recorder

Page 1 of 3 Fee: \$16.00

Recorded By: TH RPT: #5

APN: 007-151-12

Recording Requested by:
Grantor, Reza Zandian

When Recorded Mail Document and tax statements to:
Niloofar Foughani
6 rue Edouard Fournier
75116 Paris, France



439670

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

GRANT DEED

I, Reza Zandian, hereby grant said property from, BIJAN AKHAVAN and NOOSHIN AKHAVAN, husband and wife, as Joint Tenants with Right of Survivorship as to an undivided 50% interest and REZA ZANDIAN and NILOOFAR FOUGHANI, husband and wife, as Joint Tenants with Right of Survivorship as to an undivided 50% interest, as TENANTS IN COMMON, to BIJAN AKHAVAN and NOOSHIN AKHAVAN, husband and wife, as Joint Tenants with Right of Survivorship as to an undivided 50% interest and ALBORZ ZANDIAN, an unmarried man, 10% and NILOOFAR FOUGHANI, 30% (on behalf of herself 10%, Nikan Zandian Jazi 10% and Rayan Zandian 10%) (per financial agreement entered into in Las Vegas, Nevada and dated 08-21-2003), as joint tenants with right of survivorship, all AS TENANTS IN COMMON.

The real property situate in the County of Churchill, State of Nevada, described as follows:

See Exhibit "A" attached hereto and made a part hereof:

Subject to

Together with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, reverts, issues or profits thereof.

March 12, 2014

Signature: Reza Zandian

-LOOSE CERTIFICATE ATTACHED-

*** THIS IS AN UNOFFICIAL COPY ***



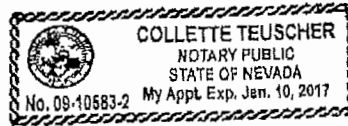
0439570

03/18/2014
002 of 3

State of Nevada
County of Washoe

This instrument was acknowledged before me on March 12, 2014 by Reza Zandain.

Collette Teuscher
Notary Public



-THIS ACKNOWLEDGEMENT IS ATTACHED TO A GRANT DEED
Dated March 12, 2014

"UNOFFICIAL COPY"

*** THIS IS AN UNOFFICIAL COPY ***



439670

03/18/2014
003 of 3

EXHIBIT "A"

All that certain lot, piece or parcel of land situate in the County of Churchill, State of Nevada, described as follows:

A portion of the Northeast quarter of the Southeast quarter of the Southwest quarter of Section 15, Township 19 North, Range 27 East, M.D.B.&M., described as follows:

Commencing at the Northeast corner of the Southeast quarter of the Southeast quarter of said Section 15; thence North along the East line of said Section 15 a distance of 716 feet to a point on the Southerly right-of-way line of State Highway No. 50; thence North $58^{\circ}51'$ West along the Southerly right-of-way line of said State Highway No. 50 a distance of 503 feet to the true point of beginning; thence continuing along said right-of-way line North $58^{\circ}51'$ West a distance of 437 feet to a point of intersection with Southeasterly line of "T" Line Canal; thence along the Southeasterly and Easterly line of said "T" Line Canal the following courses and distances: South $67^{\circ}18'$ West 310 feet; thence on a curve to the left having a radius of 287.94 feet through a central angle of $89^{\circ}52'$ for an arc distance of 331 feet;

South $22^{\circ}34'$ East 172 feet; thence on a curve to the right having a radius of 573.69 feet through a central angle of $53^{\circ}24'$ for an arc distance of 774.69 feet; and South $30^{\circ}50'$ West a distance of 82.5 feet to a point on the South line of the Northeast quarter of the Southeast quarter of said Section 15; thence along said line East a distance of 774.69 feet to the Southwest corner of parcel conveyed to James W. Cozart, et ux, by deed recorded March 7, 1956 in Book 32 of Deeds, Page 423, Churchill County, Nevada, records, thence North along the West line of said Cozart parcel a distance of 215 feet to the Southeasterly line of parcel conveyed to Andy J. Wilkins, et ux, by deed recorded December 2, 1954 in Book 31 of Deeds, Page 467, Churchill County, Nevada, records; thence along the Southerly line of said Wilkins parcel North $58^{\circ}51'$ West 200 feet; thence North along the West line of said Wilkins parcel and the West line of parcel conveyed to Carl H. Johnston, et ux, by deed recorded October 14, 1954 in Book 31 of Deeds, Page 423, Churchill County, Nevada, records, a distance of 653.40 feet to the true point of beginning.

Excepting from the herein above described parcel a parcel conveyed to Florence Caskell Mills by deed recorded July 6, 1956 in Book 32 of Deeds, Page 589, Churchill County, Nevada records.

Note: The above Metes and Bounds description appeared previously in that certain document recorded July 10, 2006, under Document No. 383845, Official Records.

*** THIS IS AN UNOFFICIAL COPY ***

DOC # DV-439670

03/18/2014 10:57 AM

Official Record

STATE OF NEVADA
DECLARATION OF VALUE

Recording requested by
A+ PARALEGALS

Churchill County - NV

Joan Sims - Recorder

Page 1 of 1 Fee: \$16.00
Recorded By: TH RPTT:

1. Assessors Parcel Number(s)

- a) 007-151-12
- b) _____
- c) _____
- d) _____

2. Type of Property

- a) Vacant Land
- b) Single Fam. Res.
- c) Condo/Twnhse
- d) 2-4 Plex
- e) Apt. Bldg
- f) Comm'l/Ind'l
- g) Agricultural
- h) Mobile Home
- i) Other _____

FOR RECORDERS OPTIONAL USE ONLY

DOCUMENT/INSTRUMENT #: _____
 BOOK _____ PAGE _____
 DATE OF RECORDING: _____
 NOTES: _____
Grantee = Etal TH

3. Total Value/Sales Price of Property: \$ 75,000.00

Deed in Lieu of Foreclosure Only (Sale of property) ()

Transfer Tax Value: \$ _____

Real Property Transfer Tax Due: \$ 0

4. If Exemption Claimed:

- a. Transfer Tax Exemption per NRS 375.090 Section # 5
- b. Explain Reason for Exemption: A transfer of real property if the owner is related to the person to whom it is conveyed within the first degree of lineal consanguinity or affinity; adding Wife and Son

5. Partial Interest: Percentage being transferred: 40 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____ Capacity Grantee
 Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Reza Zandian
 Address: 6 rue Edouard Fournier
 City: 75116 Paris, France
 State: _____ Zip: _____

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Alborz Zandian & Niloofar Foughani
 Address: 6 rue Edouard Fournier
 City: 75116 Paris, France
 State: _____ Zip: _____

COMPANY/PERSON REQUESTING RECORDING

(required if not the seller or buyer)

Print Name: A+ Paralegals, Inc. Escrow # _____
 Address: 312 W. Fourth Street
 City: Carson City State: NV Zip: 89703

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

Exhibit 5

Exhibit 5

*** THIS IS AN UNOFFICIAL COPY ***

DOC # 439671

03/18/2014 10:58 AM

Official Record

Recording requested By
A+ PARALEGALS

Churchill County - NV

Joan Sims - Recorder

Page 1 of 2 Fee: \$15.00

Recorded By: TH RPT: #5

APN: 007-151-77

Recording Requested by:
Grantor, Reza Zandian

When Recorded Mail Document and tax statements to:
Niloofar Foughani
6 rue Edouard Fournier
75116 Paris, France



SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

GRANT DEED

I, Reza Zandian, hereby grant said property from, REZA ZANDIAN and NILOOFAR FOUGHANI, husband and wife, as Joint Tenants with Right of Survivorship, to ALBORZ ZANDIAN, an unmarried male 20% and NILOOFAR FOUGHANI, NILOOFAR FOUGHANI, 60% (on behalf of herself 20% Niki Zandian Jazi 20% and Rayan Zandian 20%) (per financial agreement entered into in Las Vegas Nevada and dated 08-21-2003), as joint tenants with right of survivorship.

The real property situate in the County of Churchill, State of Nevada, described as follows:

Parcel 1 of the Greg Jackson Parcel Map recorded February 25, 1983, under Document No. 194366, Official Records, Churchill County, Nevada.

Excepting therefrom that portion of said Parcel transferred to the State of Nevada by Quitclaim Deed recorded April 17, 2002, under Document No. 342891, Official Records, Churchill County, Nevada.

Subject to

Together with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, reversionary interests or profits thereof.

March 12, 2014


Signature: Reza Zandian

-LOOSE CERTIFICATE ATTACHED-

*** THIS IS AN UNOFFICIAL COPY ***



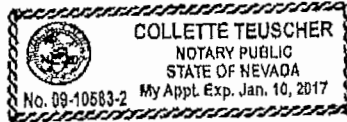
439671

03/18/2014
002 of 2

State of Nevada
County of Washoe

This instrument was acknowledged before me on March 12, 2014 by Reza Zandain.

Collette Teuscher
Notary Public



-THIS ACKNOWLEDGEMENT IS ATTACHED TO A GRANT DEED
Dated March 12, 2014

"UNOFFICIAL COPY"

*** THIS IS AN UNOFFICIAL COPY ***

DOC # DV-439671

08/18/2014 10:58 AM

Official Record

STATE OF NEVADA
DECLARATION OF VALUE

Recording requested By
A+ PARALEGALS

Churchill County - NV

Joan Sims - Recorder

Page 1 of 1 Fee: \$15.00
Recorded By: TH RPTT:

1. Assessors Parcel Number(s)

- a) 007-151-77
- b) _____
- c) _____
- d) _____

2. Type of Property

- a) Vacant Land
- b) Single Fam. Res.
- c) Condo/Twnh
- d) 2-4 Plex
- e) Apt. Bldg
- f) Comm'l/Ind'l
- g) Agricultural
- h) Mobile Home
- i) Other

FOR RECORDERS OPTIONAL USE ONLY

DOCUMENT/INSTRUMENT #: _____

BOOK _____ PAGE _____

DATE OF RECORDING: _____

NOTES: _____

Grantor = Etal TH

3. Total Value/Sales Price of Property:

\$ 20,160.00

Deed in Lieu of Foreclosure (only value of property)

(_____)

Transfer Tax Value:

\$ _____

Real Property Transfer Tax Due:

\$ 0

4. If Exemption Claimed:

- a. Transfer Tax Exemption per NRS 375.095 Section # 5
- b. Explain Reason for Exemption: A transfer of real property if the owner is related to the person to whom it is conveyed within the first degree of legal consanguinity or affinity: adding Wife and Son

5. Partial Interest: Percentage being transferred: 80 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____ Capacity Grantor

Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Reza Zandian

Address: 6 rue Edouard Fournier

City: 75116 Paris, France

State: _____ Zip: _____

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Alborz Zandian & Niloofar Foughani

Address: 6 rue Edouard Fournier

City: 75116 Paris, France

State: _____ Zip: _____

COMPANY/PERSON REQUESTING RECORDING

(required if not the seller or buyer)

Print Name: A+ Paralegals, Inc. Escrow # _____

Address: 312 W. Fourth Street

City: Carson City State: NV Zip: 89703

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

Exhibit 6

Exhibit 6

*** THIS IS AN UNOFFICIAL COPY ***

DOC # 439672

03/18/2014 10:59 AM

Official Record

Recording requested By
A+ PARALEGALS

Churchill County - NV

Joan Sims - Recorder

Page 1 of 2 Fee: \$15.00

Recorded By: TH RPTT: #5

APN: 009-33-104

Recording Requested by:
Grantor, Reza Zandian

When Recorded Mail Document and tax statements to:
Niloofer Foughani
6 rue Edouard Fournier
75116 Paris, France



SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

GRANT DEED

I, Reza Zandian, hereby grant said property from, REZA ZANDIAN and NILOOFAR FOUGHANI, husband and wife, as Joint Tenants with Right of Survivorship, to ALBORZ ZANDIAN, an unmarried man 20% and NILOOFAR FOUGHANI, 60% (on behalf of herself 20%, Nikan Zandian Jazi 20% and Payan Zandian 20%) (per financial agreement entered into in Las Vegas, Nevada and dated 08-21-2013), as joint tenants with right of survivorship.

The real property situate in the County of Churchill, State of Nevada, described as follows:

Township 20 North, Range 27 East, 3rd P.M., Section 29; The NW ¼ of the NW ¼; and the NW ¼ of the SW ¼ of the NW ¼.

Excepting therefrom, 75% of heat, fluid and mining rights as reserved by a prior grantor.

Further excepting and reserving unto Southern Pacific Land Company, its successors and assigns, all petroleum, oil, natural gas, and products derived therefrom, within or underlying said land or that may be produced therefrom, and all rights thereto, together with the exclusive right at all times to enter upon or in said land to prospect for and to drill, bore, recover, and remove the same.

Subject to

Together with all tenements, hereditaments and appurtenances, including easements and other rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

March 12, 2014

Signature: Reza Zandian

-LOOSE CERTIFICATE ATTACHED-

*** THIS IS AN UNOFFICIAL COPY ***



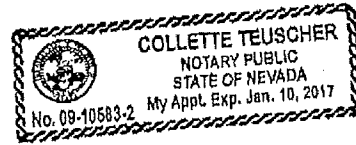
439672

03/18/2014
002 of 2

State of Nevada
County of Washoe

This instrument was acknowledged before me on March 12, 2014 by Reza Zandain.

Collette Teuscher
Notary Public



-THIS ACKNOWLEDGEMENT IS ATTACHED TO A GRANT DEED
Dated March 12, 2014

"UNOFFICIAL COPY"

*** THIS IS AN UNOFFICIAL COPY ***

DOC # DV-439672

03/18/2014 10:59 AM

Official Record

STATE OF NEVADA
DECLARATION OF VALUE

Recording requested by
A+ PARALEGALS

Churchill County - NV

Joan Sims - Recorder

Page 1 of 1 Fee: \$15.00
Recorded By: TH RPTT:

1. Assessors Parcel Number(s)

- a) 009-33-104
- b) _____
- c) _____
- d) _____

2. Type of Property

- a) Vacant Land
- b) Single Fam. Res.
- c) Condo/Twnh
- d) 2-4 Plex
- e) Apt. Bldg
- f) Comm'l/Ind'l
- g) Agricultural
- h) Mobile Home
- i) Other _____

FOR RECORDERS OPTIONAL USE ONLY

DOCUMENT/INSTRUMENT #: _____
 BOOK _____ PAGE _____
 DATE OF RECORDING: _____
 NOTES: Grantee = Grant TH

3. Total Value/Sales Price of Property:

\$ 7,500.00
 (_____)
 \$ _____
 \$ 0

Deed in Lieu of Foreclosure Only (Value of property)

Transfer Tax Value:

Real Property Transfer Tax Due:

4. If Exemption Claimed:

- a. Transfer Tax Exemption per NRS 375.090 Section # 5
- b. Explain Reason for Exemption: A transfer of real property if the owner is related to the person to whom it is conveyed within the first degree of consanguinity or affinity: adding Son and Wife

5. Partial Interest: Percentage being transferred: 80 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature Grantor Capacity Grantor
 Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Reza Zandian
 Address: 6 rue Edouard Fournier
 City: 75116 Paris, France
 State: _____ Zip: _____

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Alborz Zandian & Niloofar Foughani
 Address: 6 rue Edouard Fournier
 City: 75116 Paris, France
 State: _____ Zip: _____

COMPANY/PERSON REQUESTING RECORDING

(required if not the seller or buyer)

Print Name: A+ Paralegals, Inc. Escrow # _____
 Address: 312 W. Fourth Street
 City: Carson City State: NV Zip: 89703

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

Exhibit 18

Exhibit 18

*** THIS IS AN UNOFFICIAL COPY ***

DOC # 521531

05/21/2014 02:49 PM

Official Record

Requested By
A+ PARALEGALS INC

Lyon County - NV

Mary C. Milligan - Recorder

Page 1 of 3 Fee: \$16.00

Recorded By: BKC RPTT:

APN: 015-311-18 and 015-311-19

Recording Requested by:
Grantor, Reza Zandian

When Recorded Mail Document and tax statements to:
Niloofar Foughani
6 rue Edouard Fournier
75116 Paris, France



SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

GRANT DEED

312 W Fourth St
Carson City, NV
89703

I, Reza Zandian, hereby grant said property from, REZA ZANDIAN 12.5% of REZA ZANDIAN and NILOOFAR FOUGHANI husband and wife, as to an undivided 25% interest, to my son ALBORZ ZANDIAN, an unmarried man, 2.5%, and my wife NILOOFAR FOUGHANI ZANDIAN, 7.5%, as joint tenants with right of survivorship and to the heirs and assigns of such Grantees forever (per financial agreement entered into in Las Vegas, Nevada and dated August 21,2003), all that real property situated in the County of Lyon, State of Nevada, bounded and described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Together with all and singular the tenements, hereditaments and appurtenances, thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues or profits thereof.

May 20, 2014

[Handwritten Signature]
Signature: Reza Zandian

-LOOSE CERTIFICATE ATTACHED

*** THIS IS AN UNOFFICIAL COPY ***



521531

05/21/2014
002 of 3

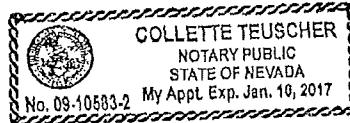
State of Nevada
Carson City

On May 20, 2014 before me, a notary public personally appeared Reza Zandian who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraphs are true and correct.

WITNESS my hand and official seal.

Collette Teuscher
Notary Public



THIS ACKNOWLEDGMENT IS ATTACHED TO A GRANT DEED
Dated May 20, 2014

UNOFFICIAL COPY

*** THIS IS AN UNOFFICIAL COPY ***



521531

05/21/2014
003 of 3

EXHIBIT "A"

LEGAL DESCRIPTION

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

PARCEL ONE:

THE REAL PROPERTY SITUATED IN THE E 1/2 OF SECTION 10 TOWNSHIP 17 N, RANGE 23 E, M.D.B.&M., COUNTY OF LYON, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

NORTH PARCEL AS SHOWN ON THE RECORD OF SURVEY MAP FOR DEAD DOG RANCH, RECORDED IN THE OFFICIAL RECORDS OF LYON COUNTY, NEVADA ON SEPTEMBER 30, 2003 AS DOCUMENT 332209.

APN 15-311-19

PARCEL TWO:

THE REAL PROPERTY SITUATED IN THE W 1/2 OF SECTION 10 TOWNSHIP 17 N, RANGE 23 E, M.D.B.&M., COUNTY OF LYON, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

SOUTH PARCEL AS SHOWN ON THE RECORD OF SURVEY MAP FOR DEAD DOG RANCH, RECORDED IN THE OFFICIAL RECORDS OF LYON COUNTY, NEVADA ON SEPTEMBER 30, 2003 AS DOCUMENT 332209.

APN 15-311-18

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DOC # DV-521531

05/21/2014 02:49 PM

Official Record

STATE OF NEVADA
DECLARATION OF VALUE

Requested By
A+ PARALEGALS INC

Lyon County - NV
Mary C. Milligan - Recorder

Page 1 of 1 Fee: \$16.00
Recorded By: BKC RPTT:

- 1. Assessors Parcel Number(s)
 - a) 015-311-18, 19
 - b) _____
 - c) _____
 - d) _____

- 2. Type of Property:
 - a) Vacant Land
 - b) Single Fam. Res.
 - c) Condo/Twnhse
 - d) 2-4 Plex
 - e) Apt. Bldg
 - f) Comm'l/Ind'l
 - g) Agricultural
 - h) Mobile Home
 - i) Other _____

FOR RECORDERS OPTIONAL USE ONLY	
DOCUMENT/INSTRUMENT #:	_____
BOOK _____	PAGE _____
DATE OF RECORDING:	_____
NOTES:	_____
	<u>AT</u>

- 3. Total Value/Sales Price of Property: \$ _____
- Deed in Lieu of Foreclosure (only if nature of property) (_____
- Transfer Tax Value: \$ _____
- Real Property Transfer Tax Due: \$ 0

- 4. If Exemption Claimed:
 - a. Transfer Tax Exemption per NRS 375.030 Section # 5
 - b. Explain Reason for Exemption: A transfer of real property if the owner is related to the person to whom it is conveyed within the first degree of lineal consanguinity or affinity: adding Wife and Son

- 5. Partial Interest: Percentage being transferred: 20 %
- The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature [Signature] Capacity Grantor

Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Reza Zandian

Address: 6 rue Edouard Fournier

City: 75116 Paris, France

State: _____ Zip: _____

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Alborz Zandian & Niloofar Foughani

Address: 6 rue Edouard Fournier

City: 75116 Paris, France

State: _____ Zip: _____

COMPANY/PERSON REQUESTING RECORDING

(required if not the seller or buyer)

Print Name: A+ Paralegals, Inc. Escrow # _____

Address: 312 W. Fourth Street

City: Carson City State: NV Zip: 89703

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

Exhibit 16

Exhibit 16

*** THIS IS AN UNOFFICIAL COPY ***

DOC # 521532

05/21/2014 02:50 PM

Official Record

Requested By
A+ PARALEGALS INC

Lyon County - NV

Mary C. Milligan - Recorder

Page 1 of 4 Fee: \$17.00

Recorded By: BKC RPTT:

APN: 006-052-04, 006-052-05, 006-052-06

Recording Requested by:
Grantor, Reza Zandian

When Recorded Mail Document and tax statements to:
Niloofar Foughani
6 rue Edouard Fournier
75116 Paris, France



SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY


GRANT DEED

I, Reza Zandian, hereby grant said property from, REZA ZANDIAN a married man as his sole and separate property, to my son ALBORZ ZANDIAN, an unmarried man, 20%, and my wife NILOOFAR FOUGHANI ZANDIAN, 60%, as joint tenants with right of survivorship (per financial agreement entered into in Las Vegas, Nevada and dated August 21, 2003).

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

See Exhibit "A" attached hereto and made a part hereof.

May 20, 2014


Signature: Reza Zandian

-LOOSE CERTIFICATE ATTACHED

"UNOFFICIAL COPY"

*** THIS IS AN UNOFFICIAL COPY ***



521532

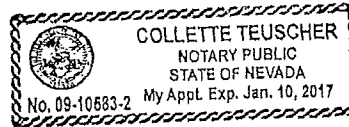
05/21/2014
002 of 4

State of Nevada
Carson City

On May 20, 2014 before me, a notary public personally appeared Reza Zandian who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Collette Teuscher
Notary Public

THIS ACKNOWLEDGMENT IS ATTACHED TO A GRANT DEED
Dated May 20, 2014

"UNOFFICIAL COPY"

*** THIS IS AN UNOFFICIAL COPY ***



521532

05/21/2014
003 of 4

EXHIBIT "A"

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

PARCEL 1:

A parcel of land located within Section 23, Township 16 North, Range 21 East, M.D.B.&M., Lyon County, Nevada and more particularly described as follows:

Commencing at a 5/8" rebar marking the North 1/4 corner of said Section 23; thence South 14°56'21" East, a distance of 2,668.37 feet to the Southeast corner of the parcel being the true point of beginning; thence North 13°53'54" West, a distance of 63.33 feet; thence South 76°01'06" West, a distance of 150.00 feet, thence South 13°58'54" East, a distance of 63.33 feet, thence North 76°01'06" East, a distance of 150.00 feet to the true point of beginning.

Said property further described as Lot 1 of that certain Record of Survey and Boundary Adjustment for Block 6 of Dayton, recorded as Official Record No. 90448, Lyon County Nevada Records.

PARCEL 2:

A parcel of land located within Section 23, Township 16 North, Range 21 East, M.D.B.&M., Lyon County, Nevada and more particularly described as follows:

Commencing at a 5/8" rebar marking the North 1/4 corner of said Section 23; thence South 14°55'02" East, a distance of 2,731.69 feet to the Southeast corner of the parcel being the true point of beginning; thence North 13°58'54" West, a distance of 63.33 feet; thence South 76°01'06" West, a distance of 150.00 feet, thence South 13°58'54" East, a distance of 63.33 feet, thence North 76°01'06" East, a distance of 150.00 feet to the true point of beginning.

The basis of bearing is the North line of the Northwest Quarter of said Section 23, which bears West as per record.

Said property further described as Lot 5 of that certain Record of Survey and Boundary Adjustment for Block 6 of Dayton, recorded as Official Records of Lyon County, Nevada Document No. 90448.

PARCEL 3:

A parcel of land located within Section 23, Township 16 North, Range 21 East, M.D.B.&M., Lyon County, Nevada and more particularly described as follows:

Commencing at a 5/8" rebar marking the North 1/4 corner of said Section 23; thence South 14°53'45" East, a distance of 2,795.02 feet to the Southeast corner of the parcel being the true point of beginning; thence North 13°58'54" West, a distance of 63.34 feet; thence South

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*** THIS IS AN UNOFFICIAL COPY ***



521532

05/21/2014
004 of 4

76°01'06" West, a distance of 150.00 feet, thence South 13°53'54" East, a distance of 63.34 feet, thence North 76°01'06" East, a distance of 150.00 feet to the true point of beginning.

The basis of bearing in the North line of the Northwest Quarter of said Section 23, which bears West as per record.

Said property further described as Lot 6 of that certain Record of Survey and Boundary Adjustment for Block 6 of Dayton, recorded as Official Records of Lyon County, Nevada as Document No. 129448.

Note: Legal description previously contained in document recorded February 25, 1987 as Document No. 125662 and document recorded December 21, 1989 As Document No. 129843.

"UNOFFICIAL COPY"

*** THIS IS AN UNOFFICIAL COPY ***

DOC # DV-521532

05/21/2014 02:50 PM

Official Record

Requested By
A+ PARALEGALS INC

Lyon County - NV
Mary C. Milligan - Recorder

Page 1 of 1 Fee: \$17.00
Recorded By: BKG RPTT:

STATE OF NEVADA
DECLARATION OF VALUE

- 1. Assessors Parcel Number(s)
 - a) 006-052-04
 - b) 006-052-05
 - c) 006-052-06
 - d) _____

- 2. Type of Property:
 - a) Vacant Land
 - b) Single Fam. Res.
 - c) Condo/Townhouse
 - d) 2-4 Plex
 - e) Apt. Bldg
 - f) Comm'l/Ind'l
 - g) Agriculture
 - h) Mobile Home
 - i) Other _____

FOR RECORDERS OPTIONAL USE ONLY

DOCUMENT/INSTRUMENT #: _____

BOOK _____ PAGE _____

DATE OF RECORDING: _____

NOTES: _____

M

- 3. Total Value/Sales Price of Property: \$ _____
- Deed in Lieu of Foreclosure Only (value of property) (_____)
- Transfer Tax Value: \$ _____
- Real Property Transfer Tax Due: \$ _____ 0

- 4. If Exemption Claimed:
 - a. Transfer Tax Exemption per NRS 375.095, Section # 5
 - b. Explain Reason for Exemption: A transfer of real property if the owner is related to the person to whom it is conveyed within the first degree of legal consanguinity or affinity: adding son & wife
- 5. Partial Interest: Percentage being transferred: 80 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____ Capacity Grantor

Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Reza Zandian

Address: 6 rue Edouard Fournier

City: 75116 Paris, France

State: _____ Zip: _____

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Alborz Zandian & Niloofar Foughani

Address: 6 rue Edouard Fournier

City: 75116 Paris, France

State: _____ Zip: _____

COMPANY/PERSON REQUESTING RECORDING

(required if not the seller or buyer)

Print Name: A+ Paralegals, Inc. Escrow # _____

Address 312 W. Fourth Street

City: Carson City State: NV Zip: 89703

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

Exhibit 17

Exhibit 17

*** THIS IS AN UNOFFICIAL COPY ***

DOC # 521533

05/21/2014 02:51 PM

Official Record

Requested By
A+ PARALEGALS INC

Lyon County - NV

Mary C. Milligan - Recorder

Page 1 of 2 Fee: \$15.00

Recorded By: BKC RPTT:

APN: 015-311-02

Recording Requested by:
Grantor, Reza Zandian

When Recorded Mail Document and tax statements to:
Niloofer Foughani
6 rue Edouard Fournier
75116 Paris, France



SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

GRANT DEED

I, Reza Zandian, hereby grant said property from, REZA ZANDIAN 25% of REZA ZANDIAN and NILOOFAR FOUGHANI husband and wife, as Joint Tenants Right of Survivorship as to an undivided 50% interest, to my son ALBORZ ZANDIAN, an unmarried man, 5%, and my wife NILOOFAR FOUGHANI ZANDIAN, 15% as joint tenants with right of survivorship, all as tenants in common, (per financial agreement entered into in Las Vegas, Nevada and dated August 21,2003).

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

THE WEST HALF (W1/2) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 11, TOWNSHIP 17 NORTH, RANGE 13 EAST, M.D.B.&M.

Together with all tenements, hereditaments and appurtenances including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

May 20, 2014

(Handwritten signature)
UNOFFICIAL COPY!

Signature: Reza Zandian

-LOOSE CERTIFICATE ATTACHED

*** THIS IS AN UNOFFICIAL COPY ***



521533

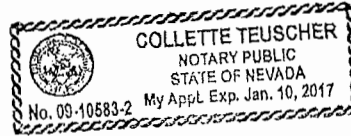
05/21/2014
002 of 2

State of Nevada
Carson City

On May 20, 2014 before me, a notary public personally appeared Reza Zandian who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Collette Teuscher
Notary Public

THIS ACKNOWLEDGMENT IS ATTACHED TO A GRANT DEED
Dated May 20, 2014

"UNOFFICIAL COPY"

*** THIS IS AN UNOFFICIAL COPY ***

DOC # DV-521533

05/21/2014 02:51 PM

Official Record

STATE OF NEVADA
DECLARATION OF VALUE

Requested By
A+ PARALEGALS INC

Lyon County - NV
Mary C. Milligan - Recorder

Page 1 of 1 Fee: \$15.00
Recorded By: BKC RPTT:

- 1. Assessors Parcel Number(s)
 - a) 015-311-02
 - b) _____
 - c) _____
 - d) _____

- 2. Type of Property
 - a) Vacant Land
 - b) Single Fam. Res.
 - c) Condo/Twnhse
 - d) 2-4 Plex
 - e) Apt. Bldg
 - f) Comm'l/Ind'l
 - g) Agriculture
 - h) Mobile Home
 - i) Other _____

FOR RECORDERS OPTIONAL USE ONLY	
DOCUMENT/INSTRUMENT #:	_____
BOOK _____	PAGE _____
DATE OF RECORDING:	_____
NOTES:	_____
	<i>KL</i>

- 3. Total Value/Sales Price of Property: \$ _____
- Deed in Lieu of Foreclosure Only (Value of property) (_____
- Transfer Tax Value: \$ _____
- Real Property Transfer Tax Due: \$ _____ 0 _____

- 4. If Exemption Claimed:
 - a. Transfer Tax Exemption per NRS 375.060 Section # 5
 - b. Explain Reason for Exemption: A transfer of real property if the owner is related to the person to whom it is conveyed within the first degree of lineal consanguinity or affinity: adding Wife and Son

- 5. Partial Interest: Percentage being transferred: 40 %
- The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____ Capacity Grantor

Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Reza Zandian

Address: 6 rue Edouard Fournier

City: 75116 Paris, France

State: _____ Zip: _____

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Alborz Zandian & Niloofar Foughani

Address: 6 rue Edouard Fournier

City: 75116 Paris, France

State: _____ Zip: _____

COMPANY/PERSON REQUESTING RECORDING

(required if not the seller or buyer)

Print Name: A+ Paralegals, Inc. Escrow # _____

Address: 312 W. Fourth Street

City: Carson City State: NV Zip: 89703

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

Exhibit 8

Exhibit 8

DOC # 4269631

08/16/2013 10:18:21 AM

Requested By

WATSON ROUNDS

Washoe County Recorder

Lawrence R. Burtness - Recorder

Fee: \$21.00 RPTT: \$0.00

Page 1 of 5

RECORDING COVER PAGE

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

APN# _____



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

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

DEFAULT JUDGMENT

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

RECORDING REQUESTED BY:

Watson Rounds, P.C.

RETURN TO: Name Watson Rounds, P.C.

Address 5371 Kietzke Lane

City/State/Zip Reno, NV 89511

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

Name N/A

Address _____

City/State/Zip _____

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

An additional recording fee of \$1.00 will apply.

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

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

REC'D & FILED

2013 JUN 24 PM 4: 12

ALAN GLOVER
C. ERVEN
BY _____ CLERK
DEPUTY

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

JED MARGOLIN, an individual,

Plaintiff,

vs.

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

Defendants.

Case No.: 090C00579 1B

Dept. No.: 1

DEFAULT JUDGMENT

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

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

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

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

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

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

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

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

James T. Brunell
DISTRICT COURT JUDGE

COPIES

COPY

CERTIFIED COPY

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

Date July 26, 2013

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

By [Signature] Deputy

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

4

RECORDING COVER PAGE

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

APN# _____

Inet #: 201308200001370

Fees: \$21.00

N/C Fee: \$0.00

08/20/2013 12:39:20 PM

Receipt #: 1739721

Requestor:

WATSON ROUNDS

Recorded By: OSA Pgs: 5

DEBBIE CONWAY

CLARK COUNTY RECORDER

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

TITLE OF DOCUMENT
(DO NOT Abbreviate)

DEFAULT JUDGMENT

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

RECORDING REQUESTED BY:

Watson Rounds, P.C.

RETURN TO: Name Watson Rounds, P.C.

Address 5371 Kietzke Lane

City/State/Zip Reno, NV 89511

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

Name N/A

Address _____

City/State/Zip _____

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

An additional recording fee of \$1.00 will apply.

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

1 Matthew D. Francis (6978)
Adam P. McMillen (10678)
2 WATSON ROUNDS
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

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

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

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.

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8 of Zandian and awarding his fees and costs incurred in bringing the motion to strike. A default
9 was entered against Zandian on March 28, 2013. A notice of entry of default judgment was
10 filed on April 5, 2013.

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

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

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

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

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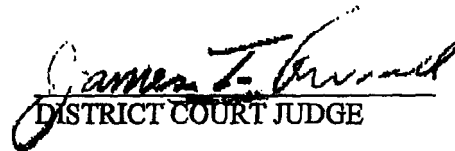
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JUDGMENT is hereby entered against Defendant Zandian and Defendants Optima Technology Corporation, a Nevada corporation, and Optima Technology Corporation, a California corporation, in favor of Plaintiff this 24th day of June, 2013.


DISTRICT COURT JUDGE

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.

08/16/2013 02:24 PM

Official Record

Requested By
WATSON ROUNDS

Lyon County - NV

Mary C. Milligan - Recorder

Page 1 of 5 Fee: \$18.00

Recorded By: DLW RPTT



APN# _____

Recording Requested by:

Name: Watson Rounds, P.C.

Address: 5371 Kietzke Lane

City/State/Zip: Reno, NV 89511

Mail Tax Statements to:

Name: N/A

Address: _____

City/State/Zip: _____

DEFAULT JUDGMENT

Title of Document
(Required Field)

FILL IN ALL THAT APPLY:

The Undersigned Hereby Affirms That This Document Submitted For Recording Contains Personal Information As Required By Law*:

Specify Law* _____

Signature _____

Specify Law* _____

Print Name _____ Title _____

*If there is no applicable State or Federal Law, Personal Information must be removed prior to recording.

If this document is a re-record or correction, fill out below:

Correcting Document#: _____ Amending: _____

Reason for re-record: _____

(For Re-records, all pages from original document must be included, \$25 Non-conforming Fee may apply)

If legal description is in metes & bounds, indicate where it was obtained:

_____ (Document Title), Book _____ Page _____ or

Document # _____ recorded _____ (date) in the
Lyon County Recorder's Office.

-OR-

If prepared by a surveyor, provide name and address:

Personal information means a natural person's first name or first initial and last name in combination with any one or more of the following data elements:

1. Social security number.
2. Driver's license number or identification card number.
3. Account number, credit card number or debit card number, in combination with any required security code, access code or password.

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

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.

Case No.: 090C00579 1B
Dept No.: 1

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,

DEFAULT JUDGMENT

19 Defendants.

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
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11 WHEREAS Defendants are not infants or incompetent persons and are not in the
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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
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21 Technology Corporation, a California corporation, for damages, along with pre-judgment
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JUDGMENT is hereby entered against Defendant Zandian and Defendants Optima Technology Corporation, a Nevada corporation, and Optima Technology Corporation, a California corporation, in favor of Plaintiff this 24th day of June, 2013.

James T. Brumell
DISTRICT COURT JUDGE

UNOFFICIAL COPY



511155

005 of 5

UNOFFICIAL COPY

CERTIFIED COPY

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

Date July 26, 2013

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

By [Signature] Deputy

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

DOC # 436437

08/16/2013

10:50 AM

Official Record

Recording requested By
WATSON ROUND

Churchill County - NV

Joan Sims - Recorder

Page 1 of 5 Fee: \$18.00

Recorded By: AL RPTT:

The following Document contains no Personal Information as defined by NRS 603A.040

APN# _____



Recording Requested By:

Name Watson Rounds, P.C.
Address 5371 Kietzke Lane
City/State/Zip Reno, NV 89511

**DEFAULT JUDGMENT
(Title of Document)**

Grantor: N/A

Grantee: N/A

If legal description is a metes & bounds description furnish the following information:

Legal Description obtained from _____ (type of document), Book _____
Page _____ Document # _____ recorded _____ (date) in the Churchill
County Recorder office.

If Surveyor, please provide name and address.

This page added to provide additional information required by NRS 111.312 Sections 1-4.
(Additional recording fee applies)

This cover page must be typed



436437

1 Matthew D. Francis (6978)
 2 Adam P. McMillen (10678)
 WATSON ROUNDS
 3 5371 Kietzke Lane
 Reno, NV 89511
 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
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 14 corporation, REZA ZANDIAN aka
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 17 1-10, DOE Corporations 11-20, and DOE
 18 Individuals 21-30,

19 Defendants.

Case No.: 090C00579 1B

Dept. No.: 1

DEFAULT JUDGMENT

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 23 aka GHOLAM REZA ZANDIAN aka REZA JAZI aka J. REZA JAZI aka G. REZA JAZI aka
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23 pursuant to NRS 17.130, thereon from the date of default until the judgment is satisfied.

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

James T. Brundell
DISTRICT COURT JUDGE

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YUOO CEEHCO
The Court has entered judgment in favor of Plaintiff and against Defendant Zandian and Defendants Optima Technology Corporation, a Nevada corporation, and Optima Technology Corporation, a California corporation, in favor of Plaintiff this 24th day of June, 2013.

3



436437

08/16/2013
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.

DOC # **677329**
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DEFAULT JUDGMENT

(Title of Document)

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ALAN GLOVER
C. ERVEN
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 6
 7 **In The First Judicial District Court of the State of Nevada**
 8 **In and for Carson City**

9
 10 JED MARGOLIN, an individual,
 11 Plaintiff,

12 vs.

13 OPTIMA TECHNOLOGY CORPORATION,
 a California corporation, OPTIMA
 14 TECHNOLOGY CORPORATION, a Nevada
 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



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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 \\\

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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.



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

James T. Brownell
DISTRICT COURT JUDGE

Exhibit 9

Exhibit 9



UNITED NATIONS COMMISSION ON INTERNATIONAL TRADE LAW (UNCITRAL)

UNCITRAL Arbitration Rules

GENERAL ASSEMBLY RESOLUTION 31/98

Section I. Introductory rules

Scope of application ([article 1](#)) and model arbitration clause

Notice, calculation of periods of time ([article 2](#))

Notice of arbitration ([article 3](#))

Representation and assistance ([article 4](#))

Section II. Composition of the arbitral tribunal

Number of arbitrators ([article 5](#))

Appointment of arbitrators ([articles 6 to 8](#))

Challenge of arbitrators ([articles 9 to 12](#))

Replacement of an arbitrator ([article 13](#))

Repetition of hearings in the event of the replacement of an arbitrator ([article 14](#))

Section III. Arbitral proceedings

General provisions ([article 15](#))

Place of arbitration ([article 16](#))
Language ([article 17](#))
Statement of claim ([article 18](#))
Statement of defence ([article 19](#))
Amendments to the claim or defence ([article 20](#))
Pleas as to the jurisdiction of the arbitral tribunal ([article 21](#))
Further written statements ([article 22](#))
Periods of time ([article 23](#))
Evidence and hearings ([articles 24 and 25](#))
Interim measures of protection ([article 26](#))
Experts ([article 27](#))
Default ([article 28](#))
Closure of hearings ([article 29](#))
Waiver of rules ([article 30](#))

Section IV The award

Decisions ([article 31](#))
Form and effect of the award ([article 32](#))
Applicable law, amiable compositeur ([article 33](#))
Settlement or other grounds for termination ([article 34](#))
Interpretation of the award ([article 35](#))
Correction of the award ([article 36](#))
Additional award ([article 37](#))
Costs ([articles 38 to 40](#))
Deposit of costs ([article 41](#))

RESOLUTION 31/98 ADOPTED BY THE GENERAL ASSEMBLY ON 15 DECEMBER 1976

31/98. Arbitration Rules of the United Nations Commission on International Trade Law

The General Assembly,

Recognizing the value of arbitration as a method of settling disputes arising in the context of international commercial relations,

Being convinced that the establishment of rules for ad hoc arbitration that are acceptable in countries with different legal, social and economic systems would significantly contribute to the development of harmonious international economic relations,

Bearing in mind that the Arbitration Rules of the United Nations Commission on International Trade Law have been prepared after extensive consultation with arbitral institutions and centres of international commercial arbitration,

Noting that the Arbitration Rules were adopted by the United Nations Commission on International Trade Law at its ninth session 1/ after due deliberation,

1. **Recommends** the use of the Arbitration Rules of the United Nations Commission on International Trade Law in the settlement of disputes arising in the context of international commercial relations, particularly by reference to the Arbitration Rules in commercial contracts;

2. **Requests** the Secretary-General to arrange for the widest possible distribution of the Arbitration Rules.

1/ *Official Records of the General Assembly, Thirty-first Session, Supplement No. 17 (A/31/17)*, chap. V, sect. C.

UNCITRAL ARBITRATION RULES

Section I. Introductory rules

SCOPE OF APPLICATION

Article 1

1. Where the parties to a contract have agreed in writing* that disputes in relation to that contract shall be referred to arbitration under the UNCITRAL Arbitration Rules, then such disputes shall be settled in accordance with these Rules subject to such modification as the parties may agree in writing.
2. These Rules shall govern the arbitration except that where any of these Rules is in conflict with a provision of the law applicable to the arbitration from which the parties cannot derogate, that provision shall prevail.

**MODEL ARBITRATION CLAUSE*

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.

Note - Parties may wish to consider adding:

- (a) The appointing authority shall be ... (name of institution or person);
- (b) The number of arbitrators shall be ... (one or three);
- (c) The place of arbitration shall be ... (town or country);
- (d) The language(s) to be used in the arbitral proceedings shall be ...

NOTICE, CALCULATION OF PERIODS OF TIME

Article 2

1. For the purposes of these Rules, any notice, including a notification, communication or proposal, is deemed to have been received if it is physically delivered to the addressee or

if it is delivered at his habitual residence, place of business or mailing address, or, if none of these can be found after making reasonable inquiry, then at the addressee=s last-known residence or place of business. Notice shall be deemed to have been received on the day it is so delivered.

2. For the purposes of calculating a period of time under these Rules, such period shall begin to run on the day following the day when a notice, notification, communication or proposal is received. If the last day of such period is an official holiday or a non-business day at the residence or place of business of the addressee, the period is extended until the first business day which follows. Official holidays or non-business days occurring during the running of the period of time are included in calculating the period.

NOTICE OF ARBITRATION

Article 3

1. The party initiating recourse to arbitration (hereinafter called the "claimant") shall give to the other party (hereinafter called the "respondent") a notice of arbitration.

2. Arbitral proceedings shall be deemed to commence on the date on which the notice of arbitration is received by the respondent.

3. The notice of arbitration shall include the following:

(a) A demand that the dispute be referred to arbitration;

(b) The names and addresses of the parties;

(c) A reference to the arbitration clause or the separate arbitration agreement that is invoked;

(d) A reference to the contract out of or in relation to which the dispute arises;

(e) The general nature of the claim and an indication of the amount involved, if any;

(f) The relief or remedy sought;

(g) A proposal as to the number of arbitrators (i.e. one or three), if the parties have not previously agreed thereon.

4. The notice of arbitration may also include:

(a) The proposals for the appointments of a sole arbitrator and an appointing authority referred to in article 6, paragraph 1;

(b) The notification of the appointment of an arbitrator referred to in article 7;

(c) The statement of claim referred to in article 18.

REPRESENTATION AND ASSISTANCE

Article 4

The parties may be represented or assisted by persons of their choice. The names and addresses of such persons must be communicated in writing to the other party; such communication must specify whether the appointment is being made for purposes of representation or assistance.

Section II. Composition of the arbitral tribunal

NUMBER OF ARBITRATORS

Article 5

If the parties have not previously agreed on the number of arbitrators (i.e. one or three), and if within fifteen days after the receipt by the respondent of the notice of arbitration the

parties have not agreed that there shall be only one arbitrator, three arbitrators shall be appointed.

APPOINTMENT OF ARBITRATORS (Articles 6 to 8)

Article 6

1. If a sole arbitrator is to be appointed, either party may propose to the other:

(a) The names of one or more persons, one of whom would serve as the sole arbitrator; and

(b) If no appointing authority has been agreed upon by the parties, the name or names of one or more institutions or persons, one of whom would serve as appointing authority.

2. If within thirty days after receipt by a party of a proposal made in accordance with paragraph 1 the parties have not reached agreement on the choice of a sole arbitrator, the sole arbitrator shall be appointed by the appointing authority agreed upon by the parties. If no appointing authority has been agreed upon by the parties, or if the appointing authority agreed upon refuses to act or fails to appoint the arbitrator within sixty days of the receipt of a party's request therefor, either party may request the Secretary-General of the Permanent Court of Arbitration at The Hague to designate an appointing authority.

3. The appointing authority shall, at the request of one of the parties, appoint the sole arbitrator as promptly as possible. In making the appointment the appointing authority shall use the following list-procedure, unless both parties agree that the list-procedure should not be used or unless the appointing authority determines in its discretion that the use of the list-procedure is not appropriate for the case:

(a) At the request of one of the parties the appointing authority shall communicate to both parties an identical list containing at least three names;

(b) Within fifteen days after the receipt of this list, each party may return the list to the appointing authority after having deleted the name or names to which he objects and numbered the remaining names on the list in the order of

his preference;

(c) After the expiration of the above period of time the appointing authority shall appoint the sole arbitrator from among the names approved on the lists returned to it and in accordance with the order of preference indicated by the parties;

(d) If for any reason the appointment cannot be made according to this procedure, the appointing authority may exercise its discretion in appointing the sole arbitrator.

4. In making the appointment, the appointing authority shall have regard to such considerations as are likely to secure the appointment of an independent and impartial arbitrator and shall take into account as well the advisability of appointing an arbitrator of a nationality other than the nationalities of the parties.

Article 7

1. If three arbitrators are to be appointed, each party shall appoint one arbitrator. The two arbitrators thus appointed shall choose the third arbitrator who will act as the presiding arbitrator of the tribunal.

2. If within thirty days after the receipt of a party's notification of the appointment of an arbitrator the other party has not notified the first party of the arbitrator he has appointed:

(a) The first party may request the appointing authority previously designated by the parties to appoint the second arbitrator; or

(b) If no such authority has been previously designated by the parties, or if the appointing authority previously designated refuses to act or fails to appoint the arbitrator within thirty days after receipt of a party's request therefor, the first party may request the Secretary-General of the Permanent Court of Arbitration at The Hague to designate the appointing authority. The first party may then request the appointing authority so designated to appoint the second arbitrator. In either case, the appointing authority may exercise its discretion in appointing the arbitrator.

3. If within thirty days after the appointment of the second arbitrator the two arbitrators have not agreed on the choice of the presiding arbitrator, the presiding arbitrator shall be appointed by an appointing authority in the same way as a sole arbitrator would be appointed under article 6.

Article 8

1. When an appointing authority is requested to appoint an arbitrator pursuant to article 6 or article 7, the party which makes the request shall send to the appointing authority a copy of the notice of arbitration, a copy of the contract out of or in relation to which the dispute has arisen and a copy of the arbitration agreement if it is not contained in the contract. The appointing authority may require from either party such information as it deems necessary to fulfil its function.

2. Where the names of one or more persons are proposed for appointment as arbitrators, their full names, addresses and nationalities shall be indicated, together with a description of their qualifications.

CHALLENGE OF ARBITRATORS (Articles 9 to 12)

Article 9

A prospective arbitrator shall disclose to those who approach him in connexion with his possible appointment any circumstances likely to give rise to justifiable doubts as to his impartiality or independence. An arbitrator, once appointed or chosen, shall disclose such circumstances to the parties unless they have already been informed by him of these circumstances.

Article 10

1. Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrators impartiality or independence.

2. A party may challenge the arbitrator appointed by him only for reasons of which he becomes aware after the appointment has been made.

Article 11

1. A party who intends to challenge an arbitrator shall send notice of his challenge within fifteen days after the appointment of the challenged arbitrator has been notified to the challenging party or within fifteen days after the circumstances mentioned in articles 9 and 10 became known to that party.
2. The challenge shall be notified to the other party, to the arbitrator who is challenged and to the other members of the arbitral tribunal. The notification shall be in writing and shall state the reasons for the challenge.
3. When an arbitrator has been challenged by one party, the other party may agree to the challenge. The arbitrator may also, after the challenge, withdraw from his office. In neither case does this imply acceptance of the validity of the grounds for the challenge. In both cases the procedure provided in article 6 or 7 shall be used in full for the appointment of the substitute arbitrator, even if during the process of appointing the challenged arbitrator a party had failed to exercise his right to appoint or to participate in the appointment.

Article 12

1. If the other party does not agree to the challenge and the challenged arbitrator does not withdraw, the decision on the challenge will be made:
 - (a) When the initial appointment was made by an appointing authority, by that authority;
 - (b) When the initial appointment was not made by an appointing authority, but an appointing authority has been previously designated, by that authority;
 - (c) In all other cases, by the appointing authority to be designated in accordance with the procedure for designating an appointing authority as provided for in article 6.
2. If the appointing authority sustains the challenge, a substitute arbitrator shall be appointed or chosen pursuant to the procedure applicable to the appointment or choice of an arbitrator as provided in articles 6 to 9 except that, when this procedure would call for

the designation of an appointing authority, the appointment of the arbitrator shall be made by the appointing authority which decided on the challenge.

REPLACEMENT OF AN ARBITRATOR

Article 13

1. In the event of the death or resignation of an arbitrator during the course of the arbitral proceedings, a substitute arbitrator shall be appointed or chosen pursuant to the procedure provided for in articles 6 to 9 that was applicable to the appointment or choice of the arbitrator being replaced.

2. In the event that an arbitrator fails to act or in the event of the *de jure* or *de facto* impossibility of his performing his functions, the procedure in respect of the challenge and replacement of an arbitrator as provided in the preceding articles shall apply.

REPETITION OF HEARINGS IN THE EVENT OF THE REPLACEMENT OF AN ARBITRATOR

Article 14

If under articles 11 to 13 the sole or presiding arbitrator is replaced, any hearings held previously shall be repeated; if any other arbitrator is replaced, such prior hearings may be repeated at the discretion of the arbitral tribunal.

Section III. Arbitral proceedings

GENERAL PROVISIONS

Article 15

1. Subject to these Rules, the arbitral tribunal may conduct the arbitration in such manner

as it considers appropriate, provided that the parties are treated with equality and that at any stage of the proceedings each party is given a full opportunity of presenting his case.

2. If either party so requests at any stage of the proceedings, the arbitral tribunal shall hold hearings for the presentation of evidence by witnesses, including expert witnesses, or for oral argument. In the absence of such a request, the arbitral tribunal shall decide whether to hold such hearings or whether the proceedings shall be conducted on the basis of documents and other materials.

3. All documents or information supplied to the arbitral tribunal by one party shall at the same time be communicated by that party to the other party.

PLACE OF ARBITRATION

Article 16

1. Unless the parties have agreed upon the place where the arbitration is to be held, such place shall be determined by the arbitral tribunal, having regard to the circumstances of the arbitration.

2. The arbitral tribunal may determine the locale of the arbitration within the country agreed upon by the parties. It may hear witnesses and hold meetings for consultation among its members at any place it deems appropriate, having regard to the circumstances of the arbitration.

3. The arbitral tribunal may meet at any place it deems appropriate for the inspection of goods, other property or documents. The parties shall be given sufficient notice to enable them to be present at such inspection.

4. The award shall be made at the place of arbitration.

LANGUAGE

Article 17

1. Subject to an agreement by the parties, the arbitral tribunal shall, promptly after its appointment, determine the language or languages to be used in the proceedings. This determination shall apply to the statement of claim, the statement of defence, and any further written statements and, if oral hearings take place, to the language or languages to be used in such hearings.
2. The arbitral tribunal may order that any documents annexed to the statement of claim or statement of defence, and any supplementary documents or exhibits submitted in the course of the proceedings, delivered in their original language, shall be accompanied by a translation into the language or languages agreed upon by the parties or determined by the arbitral tribunal.

STATEMENT OF CLAIM

Article 18

1. Unless the statement of claim was contained in the notice of arbitration, within a period of time to be determined by the arbitral tribunal, the claimant shall communicate his statement of claim in writing to the respondent and to each of the arbitrators. A copy of the contract, and of the arbitration agreement if not contained in the contract, shall be annexed thereto.
2. The statement of claim shall include the following particulars:
 - (a) The names and addresses of the parties;
 - (b) A statement of the facts supporting the claim;
 - (c) The points at issue;
 - (d) The relief or remedy sought.

The claimant may annex to his statement of claim all documents he deems relevant or may add a reference to the documents or other evidence he will submit.

STATEMENT OF DEFENCE

Article 19

1. Within a period of time to be determined by the arbitral tribunal, the respondent shall communicate his statement of defence in writing to the claimant and to each of the arbitrators.
2. The statement of defence shall reply to the particulars *(b)*, *(c)* and *(d)* of the statement of claim (article 18, para. 2). The respondent may annex to his statement the documents on which he relies for his defence or may add a reference to the documents or other evidence he will submit.
3. In his statement of defence, or at a later stage in the arbitral proceedings if the arbitral tribunal decides that the delay was justified under the circumstances, the respondent may make a counter-claim arising out of the same contract or rely on a claim arising out of the same contract for the purpose of a set-off.
4. The provisions of article 18, paragraph 2, shall apply to a counter-claim and a claim relied on for the purpose of a set-off.

AMENDMENTS TO THE CLAIM OR DEFENCE

Article 20

During the course of the arbitral proceedings either party may amend or supplement his claim or defence unless the arbitral tribunal considers it inappropriate to allow such amendment having regard to the delay in making it or prejudice to the other party or any other circumstances. However, a claim may not be amended in such a manner that the amended claim falls outside the scope of the arbitration clause or separate arbitration agreement.

PLEAS AS TO THE JURISDICTION OF THE ARBITRAL TRIBUNAL

Article 21

1. The arbitral tribunal shall have the power to rule on objections that it has no jurisdiction, including any objections with respect to the existence or validity of the arbitration clause or of the separate arbitration agreement.
2. The arbitral tribunal shall have the power to determine the existence or the validity of the contract of which an arbitration clause forms a part. For the purposes of article 21, an arbitration clause which forms part of a contract and which provides for arbitration under these Rules shall be treated as an agreement independent of the other terms of the contract. A decision by the arbitral tribunal that the contract is null and void shall not entail *ipso jure* the invalidity of the arbitration clause.
3. A plea that the arbitral tribunal does not have jurisdiction shall be raised not later than in the statement of defence or, with respect to a counter-claim, in the reply to the counter-claim.
4. In general, the arbitral tribunal should rule on a plea concerning its jurisdiction as a preliminary question. However, the arbitral tribunal may proceed with the arbitration and rule on such a plea in their final award.

FURTHER WRITTEN STATEMENTS

Article 22

The arbitral tribunal shall decide which further written statements, in addition to the statement of claim and the statement of defence, shall be required from the parties or may be presented by them and shall fix the periods of time for communicating such statements.

PERIODS OF TIME

Article 23

The periods of time fixed by the arbitral tribunal for the communication of written statements (including the statement of claim and statement of defence) should not exceed forty-five days. However, the arbitral tribunal may extend the time-limits if it concludes that an extension is justified.

EVIDENCE AND HEARINGS (ARTICLES 24 AND 25)

Article 24

1. Each party shall have the burden of proving the facts relied on to support his claim or defence.
2. The arbitral tribunal may, if it considers it appropriate, require a party to deliver to the tribunal and to the other party, within such a period of time as the arbitral tribunal shall decide, a summary of the documents and other evidence which that party intends to present in support of the facts in issue set out in his statement of claim or statement of defence.
3. At any time during the arbitral proceedings the arbitral tribunal may require the parties to produce documents, exhibits or other evidence within such a period of time as the tribunal shall determine.

Article 25

1. In the event of an oral hearing, the arbitral tribunal shall give the parties adequate advance notice of the date, time and place thereof.
2. If witnesses are to be heard, at least fifteen days before the hearing each party shall communicate to the arbitral tribunal and to the other party the names and addresses of the witnesses he intends to present, the subject upon and the languages in which such witnesses will give their testimony.
3. The arbitral tribunal shall make arrangements for the translation of oral statements made at a hearing and for a record of the hearing if either is deemed necessary by the tribunal under the circumstances of the case, or if the parties have agreed thereto and have communicated such agreement to the tribunal at least fifteen days before the hearing.

4. Hearings shall be held *in camera* unless the parties agree otherwise. The arbitral tribunal may require the retirement of any witness or witnesses during the testimony of other witnesses. The arbitral tribunal is free to determine the manner in which witnesses are examined.
5. Evidence of witnesses may also be presented in the form of written statements signed by them.
6. The arbitral tribunal shall determine the admissibility, relevance, materiality and weight of the evidence offered.

INTERIM MEASURES OF PROTECTION

Article 26

1. At the request of either party, the arbitral tribunal may take any interim measures it deems necessary in respect of the subject-matter of the dispute, including measures for the conservation of the goods forming the subject-matter in dispute, such as ordering their deposit with a third person or the sale of perishable goods.
2. Such interim measures may be established in the form of an interim award. The arbitral tribunal shall be entitled to require security for the costs of such measures.
3. A request for interim measures addressed by any party to a judicial authority shall not be deemed incompatible with the agreement to arbitrate, or as a waiver of that agreement.

EXPERTS

Article 27

1. The arbitral tribunal may appoint one or more experts to report to it, in writing, on specific issues to be determined by the tribunal. A copy of the expert's terms of reference,

established by the arbitral tribunal, shall be communicated to the parties.

2. The parties shall give the expert any relevant information or produce for his inspection any relevant documents or goods that he may require of them. Any dispute between a party and such expert as to the relevance of the required information or production shall be referred to the arbitral tribunal for decision.

3. Upon receipt of the expert's report, the arbitral tribunal shall communicate a copy of the report to the parties who shall be given the opportunity to express, in writing, their opinion on the report. A party shall be entitled to examine any document on which the expert has relied in his report.

4. At the request of either party the expert, after delivery of the report, may be heard at a hearing where the parties shall have the opportunity to be present and to interrogate the expert. At this hearing either party may present expert witnesses in order to testify on the points at issue. The provisions of article 25 shall be applicable to such proceedings.

DEFAULT

Article 28

1. If, within the period of time fixed by the arbitral tribunal, the claimant has failed to communicate his claim without showing sufficient cause for such failure, the arbitral tribunal shall issue an order for the termination of the arbitral proceedings. If, within the period of time fixed by the arbitral tribunal, the respondent has failed to communicate his statement of defence without showing sufficient cause for such failure, the arbitral tribunal shall order that the proceedings continue.

2. If one of the parties, duly notified under these Rules, fails to appear at a hearing, without showing sufficient cause for such failure, the arbitral tribunal may proceed with the arbitration.

3. If one of the parties, duly invited to produce documentary evidence, fails to do so within the established period of time, without showing sufficient cause for such failure, the arbitral tribunal may make the award on the evidence before it.

CLOSURE OF HEARINGS

Article 29

1. The arbitral tribunal may inquire of the parties if they have any further proof to offer or witnesses to be heard or submissions to make and, if there are none, it may declare the hearings closed.
2. The arbitral tribunal may, if it considers it necessary owing to exceptional circumstances, decide, on its own motion or upon application of a party, to reopen the hearings at any time before the award is made.

WAIVER OF RULES

Article 30

A party who knows that any provision of, or requirement under, these Rules has not been complied with and yet proceeds with the arbitration without promptly stating his objection to such non-compliance, shall be deemed to have waived his right to object.

Section IV. The award

DECISIONS

Article 31

1. When there are three arbitrators, any award or other decision of the arbitral tribunal shall be made by a majority of the arbitrators.
2. In the case of questions of procedure, when there is no majority or when the arbitral tribunal so authorizes, the presiding arbitrator may decide on his own, subject to revision,

if any, by the arbitral tribunal.

FORM AND EFFECT OF THE AWARD

Article 32

1. In addition to making a final award, the arbitral tribunal shall be entitled to make interim, interlocutory, or partial awards.
2. The award shall be made in writing and shall be final and binding on the parties. The parties undertake to carry out the award without delay.
3. The arbitral tribunal shall state the reasons upon which the award is based, unless the parties have agreed that no reasons are to be given.
4. An award shall be signed by the arbitrators and it shall contain the date on which and the place where the award was made. Where there are three arbitrators and one of them fails to sign, the award shall state the reason for the absence of the signature.
5. The award may be made public only with the consent of both parties.
6. Copies of the award signed by the arbitrators shall be communicated to the parties by the arbitral tribunal.
7. If the arbitration law of the country where the award is made requires that the award be filed or registered by the arbitral tribunal, the tribunal shall comply with this requirement within the period of time required by law.

APPLICABLE LAW, AMIABLE COMPOSITEUR

Article 33

1. The arbitral tribunal shall apply the law designated by the parties as applicable to the substance of the dispute. Failing such designation by the parties, the arbitral tribunal shall

apply the law determined by the conflict of laws rules which it considers applicable.

2. The arbitral tribunal shall decide as *amiable compositeur* or *ex aequo et bono* only if the parties have expressly authorized the arbitral tribunal to do so and if the law applicable to the arbitral procedure permits such arbitration.

3. In all cases, the arbitral tribunal shall decide in accordance with the terms of the contract and shall take into account the usages of the trade applicable to the transaction.

SETTLEMENT OR OTHER GROUNDS FOR TERMINATION

Article 34

1. If, before the award is made, the parties agree on a settlement of the dispute, the arbitral tribunal shall either issue an order for the termination of the arbitral proceedings or, if requested by both parties and accepted by the tribunal, record the settlement in the form of an arbitral award on agreed terms. The arbitral tribunal is not obliged to give reasons for such an award.

2. If, before the award is made, the continuation of the arbitral proceedings becomes unnecessary or impossible for any reason not mentioned in paragraph 1, the arbitral tribunal shall inform the parties of its intention to issue an order for the termination of the proceedings. The arbitral tribunal shall have the power to issue such an order unless a party raises justifiable grounds for objection.

3. Copies of the order for termination of the arbitral proceedings or of the arbitral award on agreed terms, signed by the arbitrators, shall be communicated by the arbitral tribunal to the parties. Where an arbitral award on agreed terms is made, the provisions of article 32, paragraphs 2 and 4 to 7, shall apply.

INTERPRETATION OF THE AWARD

Article 35

1. Within thirty days after the receipt of the award, either party, with notice to the other party, may request that the arbitral tribunal give an interpretation of the award.
2. The interpretation shall be given in writing within forty-five days after the receipt of the request. The interpretation shall form part of the award and the provisions of article 32, paragraphs 2 to 7, shall apply.

CORRECTION OF THE AWARD

Article 36

1. Within thirty days after the receipt of the award, either party, with notice to the other party, may request the arbitral tribunal to correct in the award any errors in computation, any clerical or typographical errors, or any errors of similar nature. The arbitral tribunal may within thirty days after the communication of the award make such corrections on its own initiative.
2. Such corrections shall be in writing, and the provisions of article 32, paragraphs 2 to 7, shall apply.

ADDITIONAL AWARD

Article 37

1. Within thirty days after the receipt of the award, either party, with notice to the other party, may request the arbitral tribunal to make an additional award as to claims presented in the arbitral proceedings but omitted from the award.
2. If the arbitral tribunal considers the request for an additional award to be justified and considers that the omission can be rectified without any further hearings or evidence, it shall complete its award within sixty days after the receipt of the request.
3. When an additional award is made, the provisions of article 32, paragraphs 2 to 7, shall

apply.

COSTS (Articles 38 to 40)

Article 38

The arbitral tribunal shall fix the costs of arbitration in its award. The term "costs" includes only:

- (a) The fees of the arbitral tribunal to be stated separately as to each arbitrator and to be fixed by the tribunal itself in accordance with article 39;
- (b) The travel and other expenses incurred by the arbitrators;
- (c) The costs of expert advice and of other assistance required by the arbitral tribunal;
- (d) The travel and other expenses of witnesses to the extent such expenses are approved by the arbitral tribunal;
- (e) The costs for legal representation and assistance of the successful party if such costs were claimed during the arbitral proceedings, and only to the extent that the arbitral tribunal determines that the amount of such costs is reasonable;
- (f) Any fees and expenses of the appointing authority as well as the expenses of the Secretary-General of the Permanent Court of Arbitration at The Hague.

Article 39

1. The fees of the arbitral tribunal shall be reasonable in amount, taking into account the amount in dispute, the complexity of the subject-matter, the time spent by the arbitrators and any other relevant circumstances of the case.
2. If an appointing authority has been agreed upon by the parties or designated by the Secretary-General of the Permanent Court of Arbitration at The Hague, and if that

authority has issued a schedule of fees for arbitrators in international cases which it administers, the arbitral tribunal in fixing its fees shall take that schedule of fees into account to the extent that it considers appropriate in the circumstances of the case.

3. If such appointing authority has not issued a schedule of fees for arbitrators in international cases, any party may at any time request the appointing authority to furnish a statement setting forth the basis for establishing fees which is customarily followed in international cases in which the authority appoints arbitrators. If the appointing authority consents to provide such a statement, the arbitral tribunal in fixing its fees shall take such information into account to the extent that it considers appropriate in the circumstances of the case.

4. In cases referred to in paragraphs 2 and 3, when a party so requests and the appointing authority consents to perform the function, the arbitral tribunal shall fix its fees only after consultation with the appointing authority which may make any comment it deems appropriate to the arbitral tribunal concerning the fees.

Article 40

1. Except as provided in paragraph 2, the costs of arbitration shall in principle be borne by the unsuccessful party. However, the arbitral tribunal may apportion each of such costs between the parties if it determines that apportionment is reasonable, taking into account the circumstances of the case.

2. With respect to the costs of legal representation and assistance referred to in article 38, paragraph (e), the arbitral tribunal, taking into account the circumstances of the case, shall be free to determine which party shall bear such costs or may apportion such costs between the parties if it determines that apportionment is reasonable.

3. When the arbitral tribunal issues an order for the termination of the arbitral proceedings or makes an award on agreed terms, it shall fix the costs of arbitration referred to in article 38 and article 39, paragraph 1, in the text of that order or award.

4. No additional fees may be charged by an arbitral tribunal for interpretation or correction or completion of its award under articles 35 to 37.

DEPOSIT OF COSTS

Article 41

1. The arbitral tribunal, on its establishment, may request each party to deposit an equal amount as an advance for the costs referred to in article 38, paragraphs (a), (b) and (c).
2. During the course of the arbitral proceedings the arbitral tribunal may request supplementary deposits from the parties.
3. If an appointing authority has been agreed upon by the parties or designated by the Secretary-General of the Permanent Court of Arbitration at The Hague, and when a party so requests and the appointing authority consents to perform the function, the arbitral tribunal shall fix the amounts of any deposits or supplementary deposits only after consultation with the appointing authority which may make any comments to the arbitral tribunal which it deems appropriate concerning the amount of such deposits and supplementary deposits.
4. If the required deposits are not paid in full within thirty days after the receipt of the request, the arbitral tribunal shall so inform the parties in order that one or another of them may make the required payment. If such payment is not made, the arbitral tribunal may order the suspension or termination of the arbitral proceedings.
5. After the award has been made, the arbitral tribunal shall render an accounting to the parties of the deposits received and return any unexpended balance to the parties.

Further information may be obtained from:

UNCITRAL Secretariat
Vienna International Centre
P.O. Box 500
A-1400 Vienna, Austria
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Exhibit 10

Exhibit 10

Commercial code, as of 1st July 2013

Team in charge of the translation (September 2014):

Translation: **Martha Fillastre, Amma Kyeremeh, Miriam Watchorn.**

Revision: **Juriscope.**

Expert Committee: Dr. **Jane Ball**, Senior lecturer at Newcastle Law School, Newcastle University, Prof. **Michel Séjean**, Professor of Private Law at the University of Southern Brittany (Université de Bretagne Sud) and Prof. **Anne Deysine**, Professor at Paris Ouest Nanterre University, Director of a Master's Programme of International Business and Cross cultural Negotiation, Co-director of GGU Summer Law Programs, President of the MICEFA, a US/French consortium of academic cooperation.

LEGISLATIVE PART

BOOK I: COMMERCE IN GENERAL

TITLE I: COMMERCIAL ACTS

Article L. 110-1

The law provides that commercial acts are:

- 1° All purchases of movable property for the purposes of resale, either as is or after processing and development;
- 2° All purchases of real property for the purposes of resale, unless the purchaser has acted in order to construct one or more buildings and to sell these en bloc or by individual unit;
- 3° All operations as intermediary for the purchase, subscription or sale of buildings, businesses or shares of property companies;
- 4° All companies involved in the rental of movables;
- 5° All manufacturing, commission and land or water transport companies;
- 6° All supply, agency, business office, auction house and public entertainment companies;
- 7° All exchange, banking, brokering, issuing activity and electronic money management operations and all payment services;
- 8° All public banking operations;
- 9° All obligations between dealers, merchants and bankers;
- 10° Bills of exchange between all persons.

Article L. 110-2

The law also deems commercial acts to be:

- 1° All construction companies and all purchases, sales and resales of ships for inland navigation and ships travelling abroad;
- 2° All sea shipments;
- 3° All purchases and sales of ship's tackle, apparatus and foodstuffs;
- 4° All chartering, freighting or bottomry loans;
- 5° All insurance policies and other contracts relating to maritime trade;
- 6° All contracts and agreements on crew wages and rents;
- 7° All engagements of seamen for the service of commercial ships.

Article L. 110-3

With regard to traders, commercial acts may be proven by any means unless the law specifies otherwise.

Article L. 110-4

I. - Obligations deriving from trade between traders or between traders and non-traders shall be time-barred after five years unless they are subject to special shorter statutes of limitations.

II. - All claims for payment shall be limited:

1° For food supplied to seamen on the captain's orders, to one year after delivery;

2° For the supply of materials and other items needed for the construction, equipment or supply of the ship, to one year after these foodstuffs are provided;

3° For built structures, to one year after the acceptance of the structures.

III. - Claims for payment of the wages of officers, seamen and other crew members shall lapse after five years.

LEGISLATIVE PART

BOOK I: COMMERCE IN GENERAL

TITLE II: TRADERS

CHAPTER I: DEFINITION AND STATUS

Section 1: Status of trader

Article L. 121-1

Traders are those who carry out commercial acts and who make this their usual profession.

Article L. 121-2

Minors declared to be of full age and capacity may be traders where authorised by the guardianship judge at the time when they are declared to be of full age and capacity or by authorisation of the Presiding Judge of the Tribunal de Grande Instance where the application is made after such declaration.

Article L. 121-3

Spouses of traders shall be deemed to be traders only if they carry out a separate commercial activity from that of their spouse.

Section 2: Spouses or civil pact of solidarity partners of heads of businesses working in a family-owned company

Where total or partial assignment has been ordered pursuant to the first paragraph, the procedure shall be continued within the time limits set out in Article L. 621-3.

If the definition of a restructuring plan cannot be obtained, the court shall issue an order for the judicial liquidation proceedings and terminate the observation as well as the duties of the administrator, subject to the provisions of Article L. 641-10.

Assets not included in the assignment plan shall then be disposed of under the conditions provided for under section 2 of chapter II of Book IV.

LEGISLATIVE PART

BOOK VI: DIFFICULTIES FACED BY BUSINESSES

TITLE III: JUDICIAL RESTRUCTURING

CHAPTER II: THE NULLITY OF CERTAIN INSTRUMENTS

Article L. 632-1

I. - When they have occurred since the date of the cessation of payments, the acts below shall be considered null and void:

1° All acts for no consideration used to convey movable or immovable property;

2° Any commutation agreement in which the debtor's obligations significantly exceed those of the other party;

3° Any payment, whatever the method, for debts not due on the payment day;

4° Any payment for debts due, through any means other than cash, commercial bills, bank transfer, assignment slips referred to by Act No. 81 of 2 January 1981 facilitating credit to companies or any other payment means commonly accepted in the business relations;

5° Any deposit and any payments of sums made in application of Article 2075-1 of the Civil Code (1), failing a court decision that has become final;

6° Any hypothec by agreement⁸⁶, any judicial hypothec as well as the legal hypothec of spouses and any rights of pledge - of corporeal or incorporeal movables - formed on the debtor's assets for previously contracted debts;

7° Any protective measure, unless the registration or the seizure deed occurred prior to the date of cessation of payment;

8° Any authorisation and exercise of the options defined in Articles 225-177 and following of this code;

⁸⁶ Hypothèque conventionnelle.

9° Any transfer of the assets or rights in a fiduciary estate, unless the transfer occurred as collateral for a debt contracted at the same time;

10° Any rider to a trust agreement assigning the rights or assets already transferred in a fiduciary estate as collateral for debts contracted prior to this rider;

11° Where the debtor is a single-member société à responsabilité limitée, any allocation or change in the allocation of an asset, subject to the payment of the revenues mentioned in Article L. 526-18, which has resulted in the depletion of the estate covered by the procedure in favour of another estate of the said single-member company.

II. - The court may, in addition, overturn the gratuitous acts described in point 1 of I made within six months prior to the date of the cessation of payments.

Article L. 632-2

Payments for debts due made as from the date of cessation of payments and the acts for valuable consideration carried out as from that same date may be cancelled if those who dealt with the debtor had prior knowledge of the cessation of payments.

Any third-party holder notice, any seizure allocation or any objection may also be overturned if it has been delivered or practised by a creditor as from the date of the cessation of payments and in knowledge thereof.

Article L. 632-3

The provisions of Articles L. 632-1 and L. 632-1 shall have no impact on the validity of payment of a bill of exchange, a promissory note or a cheque.

However, the administrator or the court-appointed receiver may file an action related thereto against the drawer of the bill of exchange or, in the case of drawing on an account, against the principal, as well as against the beneficiary of the cheque and the first endorser of a promissory note, if it is established that they knew about the cessation of payments

Article L. 632-4

The action for annulment shall be brought by the administrator, the court-appointed receiver, the plan performance supervisor or the Public Prosecutor's Office.

It shall result in reforming the debtor's assets.

Exhibit 11

Exhibit 11

Chemin :

Code de commerce

- ▶ Partie législative
- ▶ LIVRE VI : Des difficultés des entreprises.
- ▶ TITRE III : Du redressement judiciaire.

Chapitre II : De la nullité de certains actes.**Article L632-1**

Modifié par Ordonnance n°2010-1512 du 9 décembre 2010 - art. 4

I.-Sont nuls, lorsqu'ils sont intervenus depuis la date de cessation des paiements, les actes suivants :

- 1° Tous les actes à titre gratuit translatifs de propriété mobilière ou immobilière ;
- 2° Tout contrat commutatif dans lequel les obligations du débiteur excèdent notablement celles de l'autre partie ;
- 3° Tout paiement, quel qu'en ait été le mode, pour dettes non échues au jour du paiement ;
- 4° Tout paiement pour dettes échues, fait autrement qu'en espèces, effets de commerce, virements, bordereaux de cession visés par la loi n° 81-1 du 2 janvier 1981 facilitant le crédit aux entreprises ou tout autre mode de paiement communément admis dans les relations d'affaires ;
- 5° Tout dépôt et toute consignation de sommes effectués en application de l'article 2075-1 du code civil (1), à défaut d'une décision de justice ayant acquis force de chose jugée ;
- 6° Toute hypothèque conventionnelle, toute hypothèque judiciaire ainsi que l'hypothèque légale des époux et tout droit de nantissement ou de gage constitués sur les biens du débiteur pour dettes antérieurement contractées ;
- 7° Toute mesure conservatoire, à moins que l'inscription ou l'acte de saisie ne soit antérieur à la date de cessation de paiement ;
- 8° Toute autorisation et levée d'options définies aux articles L. 225-177 et suivants du présent code ;
- 9° Tout transfert de biens ou de droits dans un patrimoine fiduciaire, à moins que ce transfert ne soit intervenu à titre de garantie d'une dette concomitamment contractée ;
- 10° Tout avenant à un contrat de fiducie affectant des droits ou biens déjà transférés dans un patrimoine fiduciaire à la garantie de dettes contractées antérieurement à cet avenant ;
- 11° Lorsque le débiteur est un entrepreneur individuel à responsabilité limitée, toute affectation ou modification dans l'affectation d'un bien, sous réserve du versement des revenus mentionnés à l'article L. 526-18, dont il est résulté un appauvrissement du patrimoine visé par la procédure au bénéfice d'un autre patrimoine de cet entrepreneur.

II.-Le tribunal peut, en outre, annuler les actes à titre gratuit visés au 1° du I faits dans les six mois précédant la date de cessation des paiements.

*NOTA : L'article 2075-1 du code civil est abrogé par l'ordonnance n° 2006-346 du 23 mars 2006 relative aux sûretés.***Article L632-2**

Modifié par Ordonnance n°2008-1345 du 18 décembre 2008 - art. 89

Les paiements pour dettes échues effectués à compter de la date de cessation des paiements et les actes à titre onéreux accomplis à compter de cette même date peuvent être annulés si ceux qui ont traité avec le débiteur ont eu connaissance de la cessation des paiements.

Tout avis à tiers détenteur, toute saisie attribution ou toute opposition peut également être annulé lorsqu'il a été délivré ou pratiqué par un créancier à compter de la date de cessation des paiements et en connaissance de celle-ci.

Article L632-3

Créé par Loi 2005-845 2005-07-26 art. 1 I, II, art. 165 III JORF 27 juillet 2005 en vigueur le 1er janvier 2006 sous réserve art. 190

Créé par Loi n°2005-845 du 26 juillet 2005 - art. 1 (V) JORF 27 juillet 2005 en vigueur le 1er janvier 2006 sous réserve art. 190

Créé par Loi n°2005-845 du 26 juillet 2005 - art. 165 (V) JORF 27 juillet 2005 en vigueur le 1er janvier 2006 sous réserve art. 190

Les dispositions des articles L. 632-1 et L. 632-2 ne portent pas atteinte à la validité du paiement d'une lettre de change, d'un billet à ordre ou d'un chèque.

Toutefois, l'administrateur ou le mandataire judiciaire peut exercer une action en rapport contre le tireur de la lettre de change ou, dans le cas de tirage pour compte, contre le donneur d'ordre, ainsi que contre le bénéficiaire d'un chèque et le premier endosseur d'un billet à ordre, s'il est établi qu'ils avaient connaissance de la cessation des paiements.

Article L632-4

Modifié par Ordonnance n°2008-1345 du 18 décembre 2008 - art. 90

L'action en nullité est exercée par l'administrateur, le mandataire judiciaire, le commissaire à l'exécution du plan ou le ministère public. Elle a pour effet de reconstituer l'actif du débiteur.

Exhibit 12

Exhibit 12

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From	CANETE, DANILO	TREASURER CLARK COUNTY	200606070000488	TAX CERTIFICATE		6/7/2006 8:37:28 AM	139-15-210-334	
From	CANET, RODOLFO JIMENEZ	GRAND CHATEAU OWNERS ASSOCIATION INC	200706180004886	NOTICE		6/18/2007 2:36:24 PM	162-21-314-002	NOTICE O ASSESSM
From	CANETTI, BRADLEY M	FORD MOTOR CREDIT COMPANY	200706210000412	JUDGMENT	DEFAULT	6/21/2007 8:53:50 AM		
To	CANET, STELLA	GRAND CHATEAU OWNERS ASSOCIATION INC	200708020001522	LIEN	Release(RL)	8/2/2007 10:14:55 AM	162-21-314-002	
To	CANET, RODOLFO	GRAND CHATEAU OWNERS ASSOCIATION INC	200708020001522	LIEN	Release(RL)	8/2/2007 10:14:55 AM	162-21-314-002	
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Party Type	First Party Name	First Cross Party Name	Instrument #	Document Type	Modifier	Record Date	Parcel #	Remark
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To	CANETE, RALPH A	REPUBLIC SILVER STATE DISPOSAL INC	201408290000228	LIEN	RELEASE	8/29/2014 8:51:10 AM	125-14-106-015	
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Exhibit 13

Exhibit 13

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This document is explanatory only and does not have the force of law. Please see particularly the legally binding provisions cited below governing the sanctions. This document does not supplement or modify the statutory authorities, Executive orders, or regulations.

Frequently Asked Questions Relating to the Lifting of Certain U.S. Sanctions Under the Joint Comprehensive Plan of Action (JCPOA) on Implementation Day¹

A. GENERAL QUESTIONS

A. 1. What is Implementation Day? When does the lifting of sanctions under the JCPOA go into effect?

Implementation Day, which is January 16, 2016, marks the day on which the International Atomic Energy Agency (IAEA) verified that Iran implemented its nuclear-related commitments described in sections 15.1-15.11 of Annex V of the JCPOA. Simultaneous with the IAEA verification, the European Union (EU) and United States took the actions necessary to lift sanctions as set out in sections 16 and 17, respectively, of Annex V of the JCPOA. Following confirmation by the Secretary of State that the IAEA verified that Iran met its commitments, the Department of the Treasury's Office of Foreign Assets Control (OFAC) updated its website to notify the public that the U.S. sanctions commitments described in section 17 of Annex V of the JCPOA have been implemented. [01-16-2016]

A. 2. What sanctions were lifted on Implementation Day? What activities involving Iran are covered by the lifting of sanctions on Implementation Day?

On Implementation Day, the United States lifted the nuclear-related "secondary sanctions" described in sections 4.1-4.7 of Annex II and 17.1-17.2 of Annex V of the JCPOA and detailed below. Secondary sanctions generally are directed toward non-U.S. persons² for specified conduct involving Iran that occurs entirely outside of U.S. jurisdiction.

Specifically, on Implementation Day, the United States lifted the following secondary sanctions:

¹ For additional information regarding the subjects covered in these Frequently Asked Questions (FAQs), please see the *Guidance Relating to the Lifting of Certain U.S. Sanctions Pursuant to the Joint Comprehensive Plan of Action on Implementation Day* ([Guidance Document](#)) issued by the U.S. Department of the Treasury and the U.S. Department of State.

² For the purpose of these FAQs, the term "non-U.S. person" means any individual or entity excluding any United States citizen, permanent resident alien, entity organized under the laws of the United States or any jurisdiction within the United States (including foreign branches), or any person in the United States. However, an entity that is owned or controlled by a United States person and established or maintained outside the United States (a "U.S.-owned or -controlled foreign entity") is eligible to participate in transactions or activities subject to the sanctions lifting under the JCPOA only to the extent the U.S.-owned or -controlled foreign entity is authorized by OFAC to engage in such transactions or activities, including pursuant to General License H (*see* section K of these FAQs).

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- Financial and banking-related sanctions (*see* sections 4.1 of Annex II and 17.1 of Annex V of the JCPOA and section C of these FAQs);
- Sanctions on the provision of underwriting services, insurance, or re-insurance in connection with activities that are consistent with the JCPOA (*see* sections 4.2 of Annex II and 17.1 of Annex V of the JCPOA and section D of these FAQs);
- Sanctions on Iran’s energy and petrochemical sectors (*see* sections 4.3 of Annex II and 17.1 of Annex V of the JCPOA and section B of these FAQs);
- Sanctions on transactions with Iran’s shipping and shipbuilding sectors and port operators (*see* sections 4.4 of Annex II and 17.1 of Annex V of the JCPOA and section E of these FAQs);
- Sanctions on Iran’s trade in gold and other precious metals (*see* sections 4.5 of Annex II and 17.1 of Annex V of the JCPOA and section F of these FAQs);
- Sanctions on trade with Iran in graphite, raw or semi-finished metals such as aluminum and steel, coal, and software for integrating industrial processes, in connection with activities that are consistent with the JCPOA (*see* sections 4.6 of Annex II and 17.2 of Annex V of the JCPOA and section G of these FAQs);
- Sanctions on the sale, supply, or transfer of goods and services used in connection with Iran’s automotive sector (*see* sections 4.7 of Annex II and 17.1 of Annex V of the JCPOA and section H of these FAQs); and
- Sanctions on associated services for each of the categories above (*see* sections 4.1-4.7 of Annex II and 17.1-17.2 of Annex V of the JCPOA) (*see* FAQ A.7 for a discussion of “associated services”).

In addition to the lifting of the nuclear-related secondary sanctions set out above, on Implementation Day, the United States removed over 400 individuals and entities from OFAC’s List of Specially Designated Nationals and Blocked Persons (SDN List), the Foreign Sanctions Evaders List (FSE List), and/or the Non-SDN Iran Sanctions Act List (NS-ISA List), as appropriate, pursuant to its commitment under sections 4.8.1 of Annex II and 17.3 of Annex V of the JCPOA. The names of those individuals and entities are set out in [Attachment 3](#) to Annex II of the JCPOA. Beginning on Implementation Day, non-U.S. persons will no longer be subject to sanctions for conducting transactions with any of the more than 400 individuals and entities set out in Attachment 3 to Annex II of the JCPOA, including the Central Bank of Iran (CBI) and the specified Iranian financial institutions, provided these transactions do not involve persons on the SDN List after Implementation Day or conduct described in FAQ A.3.ii-iii. That said, secondary sanctions continue to apply to non-U.S. persons for conducting transactions with any of

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the more than 200 Iranian or Iran-related individuals and entities who remain or are placed on the SDN List, notwithstanding the lifting of secondary sanctions on categories and sectors as set out above (*see* FAQ A.6).

Pursuant to its commitments under sections 4 of Annex II and 17.4 of Annex 5, the United States terminated Executive Orders 13574, 13590, 13622, and 13645, and sections 5-7 and 15 of Executive Order 13628 (*see* FAQs A.8 and A.9).

Pursuant to sections 5 of Annex II and 17.5 of Annex V of the JCPOA, the United States has committed to license three categories of activity that would otherwise be prohibited under the Iranian Transactions and Sanctions Regulations, 31 C.F.R. Part 560 (ITSR), provided that the transactions do not involve individuals and entities on the SDN List and are otherwise consistent with the JCPOA and applicable U.S. law. Accordingly, on Implementation Day, OFAC issued:

- A Statement of Licensing Policy allowing for the case-by-case licensing of individuals and entities seeking to export, reexport, sell, lease, or transfer to Iran commercial passenger aircraft, and related parts and services, for exclusively commercial passenger aviation (*see* section J of these FAQs);
- A general license authorizing U.S.-owned or -controlled foreign entities to engage in certain activities involving Iran (*see* section K of these FAQs); and
- A general license, which is effective upon publication in the *Federal Register*, authorizing the importation into the United States of Iranian-origin carpets and foodstuffs, including pistachios and caviar (*see* section L of these FAQs).

The U.S. commitments to lift secondary sanctions described in these FAQs do not apply to transactions or activities involving individuals and entities who remain or are placed on OFAC's SDN List after Implementation Day and are without prejudice to any other U.S. sanctions that may apply under legal provisions other than those cited in section 4 of Annex II of the JCPOA.³ [01-16-2016]

A. 3. Broadly, what U.S. sanctions against Iran remain in place after Implementation Day? What activities involving Iran trigger sanctions after Implementation Day?

A number of U.S. sanctions authorities with respect to Iran remain in place after Implementation Day, including those set out below.

- i. *Primary U.S. Sanctions.* The U.S. domestic trade embargo on Iran remains in place. Even after Implementation Day, with limited exceptions, U.S. persons⁴ –

³ For example, a transaction involving Iran that would be sanctionable under an authority that is not lifted pursuant to the JCPOA (e.g., a U.S. sanctions authority relating to Yemen or Syria) remains sanctionable under that other authority after Implementation Day.

⁴ For the purpose of primary U.S. sanctions administered by OFAC and these FAQs, the term "U.S. person" means any United States citizen, permanent resident alien, entity organized under the laws of the United States or any

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including U.S. companies – continue to be broadly prohibited from engaging in transactions or dealings with Iran or its government. In addition, the Government of Iran and Iranian financial institutions remain persons whose property and interests in property are blocked under Executive Order 13599 and section 560.211 of the ITSR, and U.S. persons continue to be broadly prohibited from engaging in transactions or dealings with the Government of Iran and Iranian financial institutions, with the exception of transactions that are exempt from regulation or authorized by OFAC. Unless an exemption or express OFAC authorization applies, U.S. persons continue to have an obligation to block the property and interests in property of all individuals and entities that meet the definition of the Government of Iran or an Iranian financial institution, regardless of whether or not the individual or entity has been identified by OFAC on the E.O. 13599 List (*see* FAQ I.2). In addition, non-U.S. persons continue to be prohibited from knowingly⁵ engaging in conduct that seeks to evade U.S. restrictions on transactions or dealings with Iran or that causes the export of goods or services from the United States to Iran.

- ii. *Designation authorities.* In addition, after Implementation Day, the United States retains a number of authorities to counter Iran’s other activities, including the following authorities which are also listed in section VII.B of the [Guidance Document](#):
- *Support for terrorism:* Executive Order 13224 (blocking property and prohibiting transactions with persons who commit, threaten to commit, or support terrorism);
 - *Iran’s human rights abuses:*
 - Executive Orders 13553 and 13628 (implementing sections 105, 105A, and 105B of CISADA (related to persons who are responsible for or complicit in human rights abuses committed against the citizens of Iran; transfers of goods or technologies to Iran that are likely to be used to commit serious human rights abuses against the people of Iran; and persons who engage in censorship or similar activities with respect to Iran)); and
 - Executive Order 13606 (relating to the provision of information technology used to further serious human rights abuses);

jurisdiction within the United States (including foreign branches), or any person in the United States. *See* section 560.314 of the ITSR. While a U.S. branch of a foreign financial institution would be considered a U.S. person for the purposes of the ITSR, the foreign financial institution located outside the United States would not.

⁵ For the purpose of these FAQs, with respect to conduct, a circumstance, or a result, the term “knowingly” means that a person has actual knowledge, or should have known, of the conduct, the circumstance, or the result (*see* FAQ [289](#)).

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- Proliferation of WMD and their means of delivery, including ballistic missiles: Executive Orders 12938 and 13382;
- Support for persons involved in human rights abuses in Syria or for the Government of Syria: Executive Orders 13572 and 13582; and
- Support for persons threatening the peace, security, or stability of Yemen: Executive Order 13611.

These authorities generally provide the ability to impose blocking sanctions on individuals and entities that meet specified criteria, including for providing material support to persons engaged in the activities targeted by the authority.

- iii. *Secondary Sanctions targeting dealings by non-U.S. persons with Iran-related persons remaining on the SDN List after Implementation Day or involving trade in certain materials involving Iran.* After Implementation Day, secondary sanctions continue to attach to significant⁶ transactions with: (1) Iranian persons that are on the SDN List; (2) the Islamic Revolutionary Guard Corps (IRGC) and its designated agents or affiliates; and (3) any other person on the SDN List designated under Executive Order 13224 or Executive Order 13382 in connection with Iran's proliferation of weapons of mass destruction (WMD) or their means of delivery or Iran's support for international terrorism (*see* FAQ A.6). In addition, sanctions targeting certain activities related to trade in materials described in section 1245(d) of the Iran Freedom and Counter-Proliferation Act of 2012 (IFCA) that are outside the scope of the JCPOA and related waivers remain in place.

See section VII of the [Guidance Document](#) for additional information regarding U.S. legal authorities directed toward, or that have been used to address, U.S. concerns with respect to Iran, which are outside the scope of the JCPOA and remain in place following Implementation Day. [01-16-2016]

A. 4. How did the United States lift sanctions on Implementation Day?

On Implementation Day, the United States lifted the secondary sanctions described in sections 4.1-4.8 of Annex II and 17.1-17.4 of Annex V of the JCPOA by (1) issuing waivers of certain statutory sanctions provisions, (2) committing to refrain from exercising certain discretionary sanctions authorities, (3) removing certain individuals and entities from OFAC's sanctions lists, and (4) revoking certain Executive orders and specified sections of an Executive order.

⁶ For the purpose of these FAQs, OFAC will rely on the interpretation set out in 561.404 of the IFSR in determining whether transactions, financial transactions, or financial services are significant (*see* FAQ [289](#)).

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- ***Waivers and Non-Exercise of Discretionary Authorities.*** On October 18, 2015, or “[Adoption Day](#)” under the JCPOA, the Department of State issued [contingent waivers](#) of certain statutory sanctions provisions. These waivers came into effect on Implementation Day upon confirmation by the Secretary of State that Iran implemented the nuclear-related measures specified in sections 15.1-15.11 of Annex V of the JCPOA, as verified by the IAEA. Sections II and VI of the [Guidance Document](#) provide details on the specific provisions waived on Implementation Day and certain discretionary sanctions authorities the United States has committed not to exercise.
- ***Removal of Sanctions Listings.*** On Implementation Day, the individuals and entities set out in [Attachment 3](#) to Annex II of the JCPOA were removed from the SDN List, FSE List, and/or NS-ISA List, as appropriate (*see* FAQ I.1).
- ***Termination of Executive Orders.*** On Implementation Day, the President issued an Executive order revoking Executive Orders 13574, 13590, 13622, and 13645, and sections 5-7 and 15 of Executive Order 13628, as provided for in section 17.4 of Annex V of the JCPOA (*see* FAQs A.8 and A.9).

In addition, on Implementation Day, the United States issued a Statement of Licensing Policy and two general licenses to implement its commitments under sections 5 of Annex II and 17.5 of Annex V of the JCPOA (*see* sections J, K, and L of these FAQs). [01-16-2016]

A. 5. Are U.S. persons able to engage in any of the transactions with Iran outlined in the JCPOA?

The United States committed under the JCPOA to license U.S. persons to engage in certain transactions related to three categories of activity set out in section 5 of Annex II of the JCPOA (*see* sections J, K, and L of these FAQs). However, post-Implementation Day, U.S. persons continue to be generally prohibited from engaging in transactions or dealings involving Iran, including the Government of Iran and Iranian financial institutions, with the exception of specific activities that are exempt from regulation or authorized by OFAC, including the three categories of activity that the United States committed to licensing. Following Implementation Day, U.S. persons continue to be authorized to undertake a range of activities involving Iran pursuant to general licenses issued by OFAC, including for example the longstanding authorization for exports to Iran of agricultural commodities (including food), medicine, and medical supplies. [01-16-2016]

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A. 6. Post-Implementation Day, are transactions with Iran-related persons who remain on the SDN List sanctionable? How do I know if secondary sanctions attach to a transaction with a person on the SDN List?

Yes. While over 400 individuals and entities were removed from the SDN list on Implementation Day, secondary sanctions continue to apply to non-U.S. persons who knowingly facilitate significant financial transactions with or provide material or certain other support to those Iranian or Iran-related persons that remain or are placed on the SDN List.

In particular, after Implementation Day, secondary sanctions continue to attach to such activities with: (1) Iranian persons that remain or are placed on the SDN List; (2) the IRGC and its designated agents or affiliates; and (3) any other person on the SDN List designated under Executive Order 13224 or Executive Order 13382 in connection with Iran's proliferation of WMD or their means of delivery or Iran's support for international terrorism.

To assist the public, SDN List entries for these persons contain the phrase "Subject to Secondary Sanctions" in the "Additional Sanctions Information" field. In addition, SDN List entries for persons subject to secondary sanctions pursuant to section 104(c)(2)(E) of the Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010 (CISADA) include special identifying tags: the IRGC and its designated agents or affiliates are identified with the tag "[IRGC]" and SDNs designated pursuant to Executive Order 13224 or Executive Order 13382 in connection with, respectively, Iran's proliferation of WMD or their means of delivery or Iran's support for international terrorism are identified with the tag "[IFSR]."

For a list of additional activities that can subject a foreign financial institution to secondary sanctions pursuant to CISADA, *see* FAQ [149](#).

In addition, U.S. persons continue to be generally prohibited from dealing with persons on the SDN List. The SDN List has the potential to change and persons should continue to monitor the SDN List for the most up-to-date information. [01-16-2016]

A. 7. Is the provision of associated services that are ordinarily incident to the underlying activities for which sanctions have been lifted pursuant to the JCPOA allowed? What does the term "associated services" mean when used in Annex II of the JCPOA?

Yes. Beginning on Implementation Day, non-U.S. persons may provide associated services that are ordinarily incident to those activities for which sanctions have been lifted as described in sections 4.1-4.7 of Annex II and 17.1-17.2 of Annex V of the JCPOA, provided such services are consistent with the JCPOA and do not involve persons on the SDN List or other activities that would be sanctionable under U.S. law.

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As a general matter, U.S. persons are prohibited from providing associated services in connection with activities involving Iran; however, they may be authorized by OFAC to provide such services in connection with activities authorized pursuant to a specific license, such as for exports of commercial passenger aircraft and related parts and services covered by the commitment in sections 5.1.1 of Annex II and 17.5 of Annex V of the JCPOA (*see* section J of these FAQs), or under a general license, such as that for the importation of Iranian-origin carpets and foodstuffs into the United States pursuant to the commitment in sections 5.1.3 of Annex II and 17.5 of Annex V of the JCPOA (*see* section L of these FAQs). For purposes of those activities for which sanctions have been lifted as described in sections 4.1-4.7 of Annex II and 17.1-17.2 of Annex V of the JCPOA, the term “associated services” means any service – including technical assistance, training, insurance, re-insurance, brokering, transportation, or financial service – necessary and ordinarily incident to the underlying activity for which sanctions have been lifted pursuant to the JCPOA. [01-16-2016]

A. 8. Did the Executive order issued on Implementation Day terminate any sanctions?

Yes. As provided for in sections 4 of Annex II and 17.4 of Annex V of the JCPOA, the Executive order published on Implementation Day revoked Executive Orders 13574, 13590, 13622, and 13645, and sections 5-7 and 15 of Executive Order 13628. However, sanctions authorities contained in the remaining sections of Executive Order 13628 remain in effect.

The Executive order that was published on Implementation Day has no effect on the national emergency declared in 1995 with respect to Iran, which remains in place, or on any Executive order issued in furtherance of that national emergency other than Executive Orders 13574, 13590, 13622, 13628, and 13645. [01-16-2016]

A. 9. Did the Executive order issued on Implementation Day impose new sanctions with respect to Iran?

No. The new Executive order did not impose any new sanctions with respect to Iran. However, the Executive order includes certain technical provisions that relate to the implementation of statutory authorities that are outside the scope of U.S. commitments with respect to sanctions described in sections 4.1-4.8 and 5 of Annex II and sections 17.1-17.3 and 17.5 of Annex V of the JCPOA. Specifically, these provisions apply to the extent sanctions are imposed pursuant to sections 1244(c)(1), 1244(d)(1)(A), 1245(a)(1), and 1246(a) of IFCA with respect to transactions or activities that are outside the scope of the U.S. commitments with respect to sanctions under the JCPOA. [01-16-2016]

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A. 10. What is Transition Day? What will happen on Transition Day?

Transition Day will occur eight years from [Adoption Day](#), which occurred on October 18, 2015, or upon the date the IAEA has reached the Broader Conclusion that all nuclear material in Iran is used for peaceful activities, whichever is earlier. On Transition Day, the United States will remove individuals and entities set out in [Attachment 4](#) to Annex II of the JCPOA from the SDN List and/or the FSE List, as set out in section 21.3 of Annex V of the JCPOA.⁷

In addition, the United States will seek such legislative action as may be appropriate to terminate, or modify to effectuate the termination of, the statutory sanctions set forth in sections 4.1-4.5, 4.7, and 4.9 of Annex II of the JCPOA and the statutory sanctions described in section 4.6 of Annex II, in connection with activities consistent with the JCPOA, as set out in sections 21.1-21.2 of Annex V of the JCPOA. OFAC anticipates issuing further guidance on Transition Day measures prior to Transition Day. [01-16-2016]

A. 11. What happens to the sanctions suspended under the JPOA?

The sanctions that were temporarily suspended under the Joint Plan of Action of November 24, 2013, as extended (JPOA), are a subset of those sanctions that were lifted on Implementation Day pursuant to the JCPOA. Consequently, upon Implementation Day, the JPOA ceased to be in effect and the relevant sanctions lifting was provided as part of the JCPOA. [01-16-2016]

B. ENERGY AND PETROCHEMICAL SECTORS

B. 1. The JCPOA provides that, on Implementation Day, the United States will cease efforts to reduce Iran’s crude oil sales, including limitations on the quantities of Iranian crude sold, the jurisdictions that can purchase Iranian crude oil, and how Iranian oil revenues can be used. Are non-U.S. persons able to purchase Iranian oil beginning on Implementation Day?

Yes. As a result of the U.S. commitments specified in sections 4.3 of Annex II and 17.1 of Annex V of the JCPOA, beginning on Implementation Day, the United States is no longer pursuing efforts to reduce Iran’s sales of crude oil under the National Defense Authorization Act for Fiscal Year 2012 (NDAA) (including limitations on the quantity of crude sold and the jurisdictions that can purchase Iranian crude oil). The restriction on use of proceeds of sales of Iranian petroleum and petroleum products for bilateral trade with Iran, which previously applied to the 20 jurisdictions with a so-called “significant

⁷ Pursuant to relevant statutes and Executive orders, the U.S. government retains the ability to remove persons from the relevant sanctions lists prior to Transition Day if the circumstances warrant.

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reduction exception” under the NDAA, no longer apply. In addition, the restrictions on Iranian oil revenues held abroad have been lifted.

Consequently, beginning on Implementation Day, secondary sanctions do not apply to non-U.S. persons that purchase, acquire, sell, transport, or market Iranian crude oil, provided that the transactions do not involve persons on the SDN List or conduct described in FAQ A.3.ii-iii.

U.S. persons continue to be generally prohibited under the ITSR from involvement in the activity described above. In addition, transactions related to the above-mentioned activity are prohibited from transiting the U.S. financial system. [01-16-2016]

B. 2. Can non-U.S. persons invest in Iran’s oil, gas, and petrochemical sectors beginning on Implementation Day?

Yes. As a result of the U.S. commitments specified in sections 4.3 of Annex II and 17.1 of Annex V of the JCPOA, beginning on Implementation Day, the United States lifted sanctions on investments by non-U.S. persons in the oil, gas, or petrochemical sectors of Iran. As a result, non-U.S. persons are no longer subject to sanctions for investing in Iran’s oil, gas, or petrochemical sectors (including through participation in joint ventures), provided that transactions do not involve persons on the SDN List or conduct described in FAQ A.3.ii-iii. [01-16-2016]

B. 3. Can non-U.S. persons provide goods and services in connection with Iran’s energy sector beginning on Implementation Day?

Yes. As a result of the U.S. commitments specified in sections 4.3 of Annex II and 17.1 of Annex V of the JCPOA, beginning on Implementation Day, it is no longer sanctionable for non-U.S. persons to provide goods, services (including financial services), or technology used in connection with Iran’s energy sector, the development of Iran’s petroleum resources, including the domestic production of refined petroleum products and petrochemical products, or associated services, provided that transactions do not involve persons on the SDN List or conduct described in FAQ A.3.ii-iii. [01-16-2016]

B. 4. Beginning on Implementation Day, can non-U.S. persons purchase, acquire, sell, transport, or market petroleum, petrochemical products, and natural gas from Iran?

Yes. On Implementation Day, the United States lifted secondary sanctions on the purchase, acquisition, sale, transport, or marketing of petroleum, petroleum products (including refined petroleum products), petrochemical products, and natural gas (including liquefied natural gas) from Iran, and the provision of associated services. As a result, beginning on Implementation Day, non-U.S. persons are no longer subject to

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sanctions for engaging in such activities, provided that transactions do not involve persons on the SDN List or conduct described in FAQ A.3.ii-iii. [01-16-2016]

B. 5. Beginning on Implementation Day, can non-U.S. persons export, sell, or provide refined petroleum products and petrochemical products to Iran?

Yes. On Implementation Day, the United States lifted secondary sanctions on the export, sale, or provision of refined petroleum products and petrochemical products to Iran. As a result, beginning on Implementation Day, non-U.S. persons are no longer subject to sanctions for engaging in these activities, provided that transactions do not involve persons on the SDN List or conduct described in FAQ A.3.ii-iii. [01-16-2016]

B. 6. Beginning on Implementation Day, can U.S. persons export, sell, or provide goods, services, or technology to Iran's energy sector?

No. Under section 560.204 of the ITSR, U.S. persons continue to be broadly prohibited from exporting any goods, services, or technology directly or indirectly to Iran, with the exception of transactions that are exempt from regulation or authorized by OFAC (*see* FAQ M.9). [01-16-2016]

B. 7. Beginning on Implementation Day, are non-U.S. persons able to engage in transactions with Iran's energy sector, including the National Iranian Oil Company (NIOC), the Naftiran Intertrade Company (NICO), and the National Iranian Tanker Company (NITC)?

Yes. On Implementation Day, the United States lifted secondary sanctions on Iran's energy sector. As part of its efforts to give effect to this relief, the United States resolved a number of past designations and determinations, including the Department of the Treasury's determination with respect to NIOC under section 312 of the TRA. In particular, the Department of the Treasury determined that NIOC is no longer an agent or affiliate of the IRGC. Beginning on Implementation Day, non-U.S. persons are no longer subject to sanctions for engaging in activities with Iran's energy sector, including transactions with NIOC, NITC, and NICO, and the provision of associated services, provided that transactions do not involve persons on the SDN List or conduct described in FAQ A.3.ii-iii. [01-16-2016]

B. 8. Beginning on Implementation Day is it permissible to make payments for Iranian oil through the U.S. financial system?

No. The JCPOA provides that, on Implementation Day, the United States ceased efforts to reduce Iran's crude oil sales and lifted secondary sanctions on investment in Iran's oil, gas, and petrochemical sectors, as well as on the export, sale or provision of refined petroleum. This lifting of sanctions pertains solely to non-U.S. persons, and U.S. persons continue to be prohibited from engaging in activities related to Iran's energy sector.

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Similarly, as a general matter, U.S. financial institutions continue to be prohibited from processing payments related to Iranian oil. [01-16-2016]

C. FINANCIAL AND BANKING MEASURES

C. 1. Which financial and banking sanctions are relieved under the JCPOA?

Pursuant to U.S. commitments in sections 4.1 of Annex II and 17.1 of Annex V of the JCPOA, beginning on Implementation Day, secondary sanctions do not apply to non-U.S. persons who engage in:

- Financial and banking transactions with individuals and entities removed from the SDN List, FSE List, and/or NS-ISA List, as appropriate, on Implementation Day (including sanctions on the opening and maintenance of correspondent and payable-through accounts, investments, foreign exchange transactions, and letters of credit). Individuals and entities that were removed include the CBI and most other Iranian financial institutions, NIOC, NICO, NITC, and other specified individuals and entities identified by OFAC as the Government of Iran on the SDN List. For the full list of individuals and entities that were removed from SDN List, FSE List, and/or NS-ISA List on Implementation Day, *see* [Attachment 3](#) to Annex II of the JCPOA;
- Transactions and other activity related to the Iranian rial;
- Provision of U.S. bank notes to the Government of Iran, including the provision of material support for such transactions;
- The purchase, subscription to, or facilitation of the issuance of Iranian sovereign debt, including governmental bonds; and
- The provision of financial messaging services to the CBI and other Iranian financial institutions removed from the SDN List on Implementation Day.

The U.S. commitments also include the lifting of bilateral trade limitations on CBI revenues held abroad, including limitations on their transfer, as set forth in section 1245(d) of the NDAA. As a result of the lifting of these sanctions, foreign financial institutions⁸ are able to conduct transactions with respect to the CBI's previously

⁸ A foreign financial institution is defined in section 561.308 of the Iranian Financial Sanctions Regulations, 31 C.F.R. part 561 (IFSR), as any foreign entity that is engaged in the business of accepting deposits, making, granting, transferring, holding, or brokering loans or credits, or purchasing or selling foreign exchange, securities, commodity futures or options, or procuring purchasers and sellers thereof, as principal or agent. It includes but is not limited to depository institutions, banks, savings banks, money service businesses, trust companies, securities brokers and dealers, commodity futures and options brokers and dealers, forward contract and foreign exchange merchants, securities and commodities exchanges, clearing corporations, investment companies, employee benefit plans, dealers in precious metals, stones, or jewels, and holding companies, affiliates, or subsidiaries of any of the foregoing. For purposes of the lifting of sanctions set out in sections 4.1.1-4.1.7 of Annex II and 17.1 of Annex V of the JCPOA, the effects of the sanctions lifting described for non-U.S. financial institutions extend to the activities outside of U.S. jurisdiction of international financial institutions, including those identified in 22 U.S.C. § 262r(c)(2).

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restricted funds abroad unless such transactions involve persons that remain on the SDN List or conduct described in FAQ A.3.ii-iii.

U.S. persons continue to be generally prohibited under the ITSR from involvement in the activity described above. In addition, transactions related to the above-mentioned activity are prohibited from transiting the U.S. financial system. [01-16-2016]

C. 2. What sanctions on the CBI were lifted? What sanctions on the CBI remain?

As a general matter, non-U.S. persons, including foreign financial institutions, can engage in financial and banking transactions with the CBI beginning on Implementation Day without exposure to sanctions. U.S. persons, however, continue to be broadly prohibited from engaging in transactions or dealings with the Government of Iran and Iranian financial institutions, including the CBI, with the exception of transactions that are exempt from regulation or authorized by OFAC. In addition, unless an exemption or express OFAC authorization applies, U.S. persons must, pursuant to Executive Order 13599 and the ITSR, continue to block the property and interests in property of these persons. [01-16-2016]

C. 3. After Implementation Day, will foreign financial institutions be subject to sanctions for conducting or facilitating transactions with persons removed from the SDN List?

No. As set out in the JCPOA, foreign financial institutions are able to conduct or facilitate financial transactions with persons listed in [Attachment 3](#) to Annex II of the JCPOA who have been removed from the SDN List, FSE List, and/or NS-ISA List, as appropriate, provided that such transactions do not involve persons on the SDN List or conduct described in FAQ A.3.ii-iii. This would include transactions by foreign financial institutions that have branches in the United States, provided that the branches in the United States are not directly or indirectly involved in the transactions. In addition, such transactions may not transit the U.S. financial system. [01-16-2016]

C. 4. Will foreign financial institutions be subject to sanctions for opening or maintaining correspondent accounts for Iranian financial institutions removed from the SDN List?

No. As set out in the JCPOA, foreign financial institutions will not be not subject to secondary sanctions for opening or maintaining correspondent accounts for Iranian financial institutions listed in [Attachment 3](#) to Annex II of the JCPOA that have been removed from the SDN List, FSE List, and/or NS-ISA List, as appropriate, provided that such activity does not include conduct described in FAQ A.3.ii-iii, and provided further that the foreign financial institution does not conduct or facilitate, and is not otherwise involved in, specific transactions or banking relationships with Iranian individuals and entities, including financial institutions, on the SDN List. Any transactions processed to

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or through the United States or that involve a U.S. person, directly or indirectly, continue to be prohibited unless they are exempt from regulation or authorized by OFAC. [01-16-2016]

C. 5. The JCPOA provides that the United States will lift secondary sanctions related to the provision of financial messaging services to the CBI and Iranian financial institutions set out in Attachment 3 to Annex II on Implementation Day. Does this mean that these Iranian banks can receive specialized financial messaging services from non-U.S. providers?

Yes. As detailed in section 4.1.6 of Annex II of the JCPOA, the United States will not impose sanctions on non-U.S. persons that provide specialized financial messaging services to, or enable or facilitate direct or indirect access to such services for, the CBI or Iranian financial institutions, with the exception of entities that remain or are placed on the SDN List (as of Implementation Day, Iranian financial institutions remaining on the SDN List are: Ansar Bank, Bank Saderat, Bank Saderat PLC, and Mehr Bank).

U.S. persons – including U.S. financial institutions – continue to be broadly prohibited from engaging in transactions involving Iran, including the provision of specialized financial messaging services to, or enabling or facilitating direct or indirect access to such services for, the CBI or Iranian financial institutions, unless the transactions are exempt from regulation or authorized by OFAC. In addition, *see* FAQ C.7 regarding prohibitions on clearing U.S. dollar transactions involving Iranian persons through the United States. [01-16-2016]

C. 6. Are U-turn transactions involving the United States allowed after Implementation Day?

No. After Implementation Day, U.S. persons continue to be prohibited from exporting goods, services (including financial services), or technology directly or indirectly to Iran. The so-called “U-turn general license,” which allowed U.S. dollar clearing activities involving Iran prior to its revocation in November 2008, was not reinstated on Implementation Day, and U.S. financial institutions continue to be prohibited from clearing transactions involving Iran, with the exception of transactions that are exempt or authorized by a general or specific license issued pursuant to the ITSR. [01-16-2016]

C. 7. After Implementation Day, can foreign financial institutions, including foreign-incorporated subsidiaries of U.S. financial institutions, process transactions denominated in U.S. dollars or maintain U.S. dollar-denominated accounts on behalf of the Government of Iran or any person subject to the jurisdiction of the Government of Iran, such as NIOC or the CBI?

Yes. Foreign financial institutions, including foreign-incorporated subsidiaries of U.S. financial institutions, may process transactions denominated in U.S. dollars or maintain

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U.S. dollar-denominated accounts that involve Iran or persons ordinarily resident in Iran, or in which there is an interest of a person whose property and interests in property are blocked solely pursuant to Executive Order 13599 and section 560.211 of the ITSR, including NIOC, the CBI, and other individuals and entities that meet the definition of the Government of Iran or an Iranian financial institution, provided that such transactions or account activities do not involve, directly or indirectly, the United States financial system or any United States person, and do not involve any person on the SDN List or conduct described in FAQ A.3.ii-iii. *See* section K of these FAQs for information on General License H, which authorizes U.S.-owned or -controlled foreign entities to engage in certain activities involving Iran.

However, even after Implementation Day, foreign financial institutions, including foreign-incorporated subsidiaries of U.S. financial institutions, need to continue to ensure they do not process U.S. dollar-denominated transactions involving Iran through the U.S. financial system or otherwise involve U.S. financial institutions (including their foreign branches), given that U.S. persons continue to be prohibited from exporting goods, services (including financial services), or technology directly or indirectly to Iran, with the exception of transactions that are exempt or authorized by a general or specific license issued pursuant to the ITSR. U.S. persons continue to be prohibited from engaging in any transactions involving Iran, including in currencies other than the U.S. dollar, with the exception of transactions that are exempt or authorized by OFAC. [01-16-2016; updated on 10-07-2016]

C. 8. The JCPOA provides that the United States will lift secondary sanctions on the provision of U.S. bank notes to the Government of Iran on Implementation Day. What does this entail?

As detailed in section 4.1.3 of Annex II of the JCPOA, beginning on Implementation Day, the provision of U.S. bank notes to the Government of Iran by non-U.S. persons is no longer sanctionable, provided that the transaction does not involve any person on the SDN List or conduct described in FAQ A.3.ii-iii. U.S. persons continue to be prohibited from directly or indirectly providing U.S. bank notes to the Government of Iran. In addition, transactions related to the above-mentioned activity continue to be prohibited from transiting the U.S. financial system. [01-16-2016]

C. 9. What are the due diligence expectations for U.S. financial institutions in investigating Iran-related transactions?

For purposes of overall sanctions compliance, Treasury expects that U.S. financial institutions will continue to implement a risk-based compliance program that tailors internal policies, procedures, and processes to appropriately mitigate their sanctions exposure.

For all OFAC sanctions programs – including the Iran sanctions program – a financial

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institution should ensure that it has the appropriate procedures in place to identify, escalate, interdict, and report transactions that are in violation of sanctions regulations. OFAC continues to provide industry-specific guidance on compliance policies and procedures on its website, and specific questions relating to Iran-related transactions can be directed to the OFAC Hotline at 1-800-540-6322 or 202-622-2490. For more information regarding best practices in complying with the sanctions administered by OFAC, please *see* FAQ [116](#). [01-16-2016]

C. 10. After Implementation Day, are foreign financial institutions subject to sanctions for processing transactions involving activity for which sanctions have been lifted under the JCPOA?

No. Beginning on Implementation Day, foreign financial institutions are able to conduct or facilitate financial transactions in connection with activities for which sanctions have been lifted on Implementation Day, provided that the transactions do not involve persons on the SDN List and such activity does not include conduct described in FAQ A.3.ii-iii. Foreign financial institutions should continue to undertake their customary due diligence to ensure that they are not facilitating transactions that remain sanctionable. [01-16-2016]

C. 11. Will foreign financial institutions be exposed to sanctions for transacting with Iranian financial institutions if those Iranian financial institutions have banking relationships with Iranian persons on the SDN List?

Beginning on Implementation Day, non-U.S., non-Iranian financial institutions engaging in transactions with Iranian financial institutions (including the CBI) not appearing on the SDN List will not be exposed to sanctions as a result of those Iranian financial institutions engaging in transactions or banking relationships involving Iranian individuals or entities, including financial institutions, on the SDN List, provided that the non-U.S., non-Iranian financial institution does not conduct or facilitate, and is not otherwise involved in, those specific transactions or banking relationships with the individuals and entities on the SDN List.

For example, a European-headquartered bank that transacts with the CBI or any other non-designated Iranian financial institution is not subject to secondary sanctions – even if the CBI separately has banking relationships with individuals or entities on the SDN List – provided that the European bank is not involved with any of the CBI’s transactions involving individuals or entities that remain on the SDN List. [01-16-2016]

C. 12. Would the issuance of credit cards by non-U.S. financial institutions to Iranian persons not on the SDN List be sanctionable?

No. The issuance of credit cards by non-U.S. financial institutions to non-SDN Iranian nationals would not be prohibited under OFAC sanctions regulations. Foreign financial

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institutions, however, should be aware that the ITSR prohibit the processing of payments involving Iran by U.S. persons in general, including by or through U.S. financial institutions, with the exception of transactions that are exempt or authorized by an applicable general or specific license issued pursuant to the ITSR. Moreover, there may be secondary sanctions implications to processing credit card transactions if such transactions involve persons on the SDN List or conduct described in FAQ A.3.ii-iii. [01-16-2016]

C. 13. The JCPOA provides that the United States will lift secondary sanctions on the Iranian rial on Implementation Day. Does this mean that foreign financial institutions are able to buy and sell Iranian rials?

Yes. As detailed in section 4.1.2 of Annex II of the JCPOA, beginning on Implementation Day, it is no longer sanctionable for foreign financial institutions to conduct or facilitate any significant transaction related to the purchase or sale of Iranian rials (or a derivative, swap, future, forward, or other similar contract whose value is based on the exchange rate of the Iranian rial) or maintain funds or accounts outside of the territory of Iran denominated in the Iranian rial. [01-16-2016]

C. 14. What U.S. financial and banking measures with respect to Iran remain in place after Implementation Day?

After Implementation Day, the United States retains the authority to impose correspondent or payable-through account sanctions on foreign financial institutions that (1) knowingly facilitate significant financial transactions on behalf of any Iranian person included on the SDN List, pursuant to section 1247 of IFCA, or (2) facilitate or conduct significant financial transactions for persons that remain designated in connection with Iran's proliferation of WMD or their means of delivery or Iran's support for international terrorism, pursuant to section 104(c)(2)(E)(ii) of CISADA, as amended. Sanctions under section 104(c)(2)(E)(ii) of CISADA no longer apply to transactions with individuals and entities removed from the SDN List on Implementation Day (*see* FAQ I.6).

Further, even after Implementation Day, the prohibitions set forth in the ITSR remain in place, including the prohibition in section 560.204 of the ITSR on the exportation, reexportation, sale, or supply, directly or indirectly, from the United States, or by a U.S. person, wherever located, of any goods, technology, or services to Iran or the Government of Iran, with the exception of transactions that are exempt from regulation or authorized by OFAC (*see* FAQ M.9). Consequently, the clearing of U.S. dollar- or other currency-denominated transactions through the U.S. financial system or involving a U.S. person remain prohibited, unless the transactions are exempt from regulation or authorized by OFAC.

Finally, the JCPOA does not impact the November 2011 finding by the Department of the Treasury's Financial Crimes Enforcement Network (FinCEN) that Iran is a

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Jurisdiction of Primary Money Laundering Concern. Pursuant to section 311 of the USA PATRIOT Act, the Department of the Treasury has the authority to require U.S. domestic financial institutions to take “special measures” with respect to jurisdictions, financial institutions, or international transactions of primary money laundering concern. The November 2011 finding is based upon multiple factors including activities outside the scope of the JCPOA and the related sanctions lifting.

See FAQ A.3 and section VII of the [Guidance Document](#) for an overview of key U.S. legal authorities that remain in place after Implementation Day. [01-16-2016]

C. 15. Can U.S. financial institutions transact with, including by opening or maintaining correspondent accounts for, non-U.S., non-Iranian financial institutions that maintain correspondent banking relationships with Iranian financial institutions that are not on the SDN List?

Yes. U.S. financial institutions can transact with, including by opening or maintaining correspondent accounts for, non-U.S., non-Iranian financial institutions that maintain correspondent banking relationships or otherwise transact with Iranian financial institutions that are not on the SDN List. It remains prohibited, however, for non-U.S. financial institutions to route transactions involving Iran to or through the U.S. financial system, or involve U.S. persons in such transactions, unless the transactions are exempt from regulation or authorized by OFAC. Non-U.S., non-Iranian financial institutions should have appropriate systems and controls to ensure that they do not route transactions involving Iran to or through the U.S. financial system unless the transactions are exempt from regulation or authorized by OFAC. [06-08-2016; updated on 10-07-2016]

C. 16. Can a non-U.S., non-Iranian entity (including a non-U.S., non-Iranian financial institution) engage in transactions with Iranian persons not on the SDN List even though one or more U.S. persons serve on that entity’s Board of Directors or as senior managers (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Chief Compliance Officer)? Must these U.S. persons be recused or “walled off” from the entity’s Iran-related business?

The presence of one or more U.S. persons on the Board of Directors or serving as a senior manager of a non-U.S., non-Iranian entity does not necessarily preclude that entity from transacting with Iranian persons that are not on the SDN List. Unless authorized by OFAC, however, U.S. persons must be walled off or “ring-fenced” from Iran-related business because, with limited exceptions, U.S. persons continue to be broadly prohibited from engaging in or facilitating transactions or dealings with Iran or its government. The prohibitions on the exportation or reexportation of services to Iran and facilitation have been in place for decades, and are consistent with prohibitions applied across a range of U.S. sanctions programs administered by OFAC.

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Non-U.S., non-Iranian entities establishing policies regarding how to wall off the U.S. persons from the institution's Iran-related business should consider instituting a blanket recusal policy (as opposed to case-by-case abstentions, which, depending on the facts and circumstances, could be considered a prohibited facilitation and/or export of services under the ITSR) for U.S. person directors, senior managers, and other employees with respect to Iran-related matters. The institution of a blanket recusal policy requiring that all U.S. person employees of a non-U.S., non-Iranian entity not be involved in Iran-related activities would not be considered prohibited activity under the ITSR. In instances where national laws prohibit the recusal of a U.S. person executive from the decision-making processes of his or her non-U.S. employer, including those involving Iran-related business, the executive or employer should consult with their counsel and/or approach OFAC for additional guidance. [06-08-2016]

D. INSURANCE MEASURES

D. 1. How does the lifting of sanctions provided under the JCPOA affect the provision of insurance for transactions involving Iran?

The JCPOA provides that, on Implementation Day, the United States will lift certain sanctions on the provision of underwriting services, insurance, or reinsurance in connection with activities that are consistent with the JCPOA, including activities by non-U.S. persons with individuals and entities set forth in [Attachment 3](#) to Annex II of the JCPOA. The provision of underwriting services, insurance, or reinsurance by non-U.S. persons for activity that is consistent with the JCPOA is not sanctionable as of Implementation Day, provided that the transactions do not involve persons on the SDN List or conduct described in FAQ A.3.ii-iii. [01-16-2016]

D. 2. Is payment by non-U.S. persons of insurance or reinsurance claims made after Implementation Day for activity that is consistent with the JCPOA but that took place and was sanctionable prior to Implementation Day sanctionable?

Beginning on Implementation Day, OFAC will not impose sanctions on a non-U.S. person for payment of an insurance or reinsurance claim arising from an incident that occurred prior to that day, provided that the underlying activity would not be sanctionable at the time of the payment and the transaction does not involve persons on the SDN List. Non-U.S. persons should ensure that the only sanctions implicated by the underlying activity are sanctions that have been lifted pursuant to the JCPOA prior to paying claims related to Iran. To the extent a claim payment involves a U.S. person, the payment of such claim remains prohibited even after Implementation Day and requires an authorization from OFAC prior to payment. [01-16-2016]

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D. 3. Can insurers or reinsurers provide underwriting services, insurance, or reinsurance to NITC or Islamic Republic of Iran Shipping Lines (IRISL) vessels or vessels owned by non-U.S. persons when chartered by NITC or IRISL?

Beginning on Implementation Day, it is not sanctionable for non-U.S. persons to provide underwriting services, insurance, or reinsurance to NITC or IRISL vessels or vessels owned by non-U.S. persons when chartered by NITC or IRISL, provided that the transactions do not involve persons on the SDN List or conduct described in FAQ A.3.ii-iii.

U.S. persons continue to be generally prohibited from exporting goods, services, or technology directly or indirectly to Iran, and it continues to be prohibited for U.S. persons to provide underwriting services, insurance, or reinsurance to NITC or IRISL, including extending insurance coverage to, or paying claims involving, NITC or IRISL. For additional guidance for U.S. insurers participating in worldwide insurance markets through global insurance policies, please *see* FAQ [102](#). [01-16-2016]

D. 4. Can non-U.S. insurers or reinsurers provide underwriting services, insurance, or reinsurance for a vessel that has been chartered by a non-U.S. person or owned by a non-U.S. person that is transporting crude oil from Iran?

Yes. Beginning on Implementation Day, it is not sanctionable for non-U.S. persons to provide underwriting services, insurance, or reinsurance for vessels transporting crude oil from Iran, provided that the transactions do not involve persons on the SDN List or conduct described in FAQ A.3.ii-iii.

U.S. persons continue to be generally prohibited from exporting goods, services, or technology directly or indirectly to Iran, including extending insurance coverage to, or paying claims involving, the transportation of Iranian crude. For additional guidance for U.S. insurers operating in the global market, please *see* FAQ [102](#). [01-16-2016]

D. 5. Can U.S. insurers or reinsurers provide underwriting services, insurance, or reinsurance related to activities by non-U.S. persons that are no longer sanctionable following Implementation Day?

No. The sanctions lifting provided for in the JCPOA largely applies to the activities of non-U.S. persons. After Implementation Day, U.S. persons continue to be generally prohibited from exporting goods, services, or technology directly or indirectly to Iran that are not exempt from regulation or authorized by OFAC, including extending insurance coverage to, or paying claims involving, Iran. For additional guidance for U.S. insurers operating in the global market, please *see* FAQ [102](#). [01-16-2016]

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D. 6. What role can U.S. insurers and reinsurers have in Protection and Indemnity (P&I) clubs in order to remain compliant with U.S. sanctions?

The sanctions lifting provided for in the JCPOA largely applies to the activities of non-U.S. persons. After Implementation Day, U.S. persons continue to be generally prohibited from exporting goods, services, or technology directly or indirectly to Iran, including extending insurance coverage to, or paying claims involving, Iran, with the exception of transactions that are exempt or authorized by OFAC. For additional guidance for U.S. insurers operating in the global market, please *see* FAQ [102](#). [01-16-2016]

D. 7. Can U.S. insurers provide travel insurance to individuals traveling to Iran?

Yes, travel insurance continues to be exempt from regulation by OFAC as ordinarily incident to travel. Please *see* FAQ [104](#). [01-16-2016]

E. SHIPPING, SHIPBUILDING, AND PORT SECTORS

E. 1. The JCPOA provides that the United States will lift certain sanctions on transactions with Iran's shipping and shipbuilding sectors and port operators on Implementation Day. Does this mean that non-U.S. persons can engage in transactions with Iran's shipping and shipbuilding sectors?

Yes. As a result of the U.S. commitments specified in sections 4.4 of Annex II and 17.1 of Annex V of the JCPOA, on Implementation Day, the United States lifted secondary sanctions on Iran's shipping and shipbuilding sectors and port operators in Iran, including sanctions on the sale, supply, or transfer to or from Iran of significant goods or services used in connection with Iran's shipping and shipbuilding sectors (including port services such as bunkering, inspection, classification, and financing); sanctions on transactions with entities determined to be part of the shipping or shipbuilding sectors of Iran (including IRISL, South Shipping Line, and NITC), and persons determined to be Iranian port operators (including the port operator(s) of Bandar Abbas, provided that such persons are no longer controlled by a person on the SDN List); and sanctions on the provision of associated services for the foregoing. As a result, beginning on Implementation Day, non-U.S. persons are no longer subject to sanctions for engaging in such activities, provided that the transactions do not involve persons on the SDN List or conduct described in FAQ A.3.ii-iii.

In addition, it is no longer sanctionable for non-U.S. persons to own, operate, control, or insure a vessel used to transport crude oil, petroleum products (including refined petroleum products), petrochemical products, or natural gas (including liquefied natural gas) to or from Iran, or to sell, lease, or provide vessels to Iran (including to IRISL, NITC, and South Shipping Lines or their affiliates), provided that transactions do not involve persons on the SDN List or conduct described in FAQ A.3.ii-iii.

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U.S. persons continue to be generally prohibited under the ITSR from involvement in the activity described above. In addition, transactions related to the above-mentioned activity are prohibited from transiting the U.S. financial system. [01-16-2016]

E. 2. The JCPOA provides for the lifting of U.S. sanctions on transactions with persons determined to be port operators in Iran, to include the operator(s) of Bandar Abbas (provided that the port operator(s) of Bandar Abbas is no longer controlled by a person on the SDN List). Are transactions with Tidewater Middle East Co. still considered sanctionable?

Based on publicly available information, as of Implementation Day (January 16, 2016), it appears Tidewater Middle East Co. (Tidewater) is not the port operator of Bandar Abbas. Accordingly, secondary sanctions would not apply solely on the basis of engaging in transactions, with or conducting trade through, Bandar Abbas so long as the transactions or trade does not involve a person on the SDN List.

Tidewater, a port operating company on the SDN List that is owned by Iran's Islamic Revolutionary Guard Corps (IRGC), remains on the SDN List after Implementation Day, and transactions by U.S. and non-U.S. persons with Tidewater continue to be sanctionable. As always, persons should exercise caution to avoid engaging in transactions with persons on the SDN List. [01-16-2016]

F. GOLD AND OTHER PRECIOUS METALS

F. 1. The JCPOA provides that the United States will lift secondary sanctions related to Iran's trade in gold and other precious metals. Does this mean that non-U.S. persons can buy gold from and/or sell gold to Iran?

Yes. Pursuant to its commitment under sections 4.5 of Annex II and 17.1 of Annex V of the JCPOA, the United States lifted sanctions on the direct or indirect sale, supply, export, or transfer to or from Iran, including the Government of Iran, by non-U.S. persons of gold and other precious metals, as well as associated services that are required to facilitate such transactions. As a result, non-U.S. persons are no longer subject to sanctions for engaging in such activities or transactions, provided that they do not involve persons on the SDN List or conduct described in FAQ A.3.ii-iii.

For the purposes of implementing U.S. commitments under the JCPOA and these FAQs, the term "precious metals" includes silver (including silver plated with gold or platinum, unwrought or in semi-manufactured forms, or in powder form); gold (including gold plated with platinum, unwrought or in semi-manufactured forms, or in powder form); base metals or silver, clad with gold, not further worked than semi-manufactured; platinum, unwrought or in semi-manufactured forms, or in powder form; iridium; osmium; palladium; rhodium; ruthenium; base metals, silver or gold, clad with platinum,

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not further worked than semi-manufactured; and waste and scrap of precious metal or of metal clad with precious metals, other waste and scrap containing precious metal or precious-metal compounds, of a kind used principally for the recovery of precious metal. [01-16-2016]

G. SOFTWARE AND METALS

G. 1. The JCPOA provides that, on Implementation Day, the United States will lift sanctions related to trade with Iran in certain materials and software. What materials are included within the scope of the lifting?

Pursuant to its commitment under sections 4.6 of Annex II and 17.2 of Annex V of the JCPOA, the United States lifted secondary sanctions on the direct or indirect sale, supply, or transfer to or from Iran of graphite, raw or semi-finished metals such as aluminum and steel, coal, and software for integrating industrial processes, including the provision of associated services in connection with the foregoing. As a result, beginning on Implementation Day, non-U.S. persons are no longer subject to sanctions for engaging in such activities, provided such transactions are consistent with the JCPOA (*see* FAQ G.2) and do not involve persons on the SDN List or conduct described in FAQ A.3.ii-iii. [01-16-2016]

G. 2. How does United States interpret the phrase “consistent with the JCPOA” in the context of the lifting of sanctions on trade with Iran in certain materials and software?

For purposes of the lifting of sanctions on Implementation Day on trade by non-U.S. persons with Iran in certain materials and software (*see* FAQ G.1), the United States considers transactions involving the following to be inconsistent with the JCPOA: (1) persons on the SDN List, including the IRGC; (2) transfers of such materials or software for use in the military or ballistic missile programs of Iran; and (3) transfers that have not been approved by the procurement channel established by the JCPOA and paragraph 16 of UN Security Council Resolution 2231 (2015) if the transfer of the item is subject to the procurement channel. [01-16-2016]

G. 3. Does the lifting of sanctions related to materials and software also lift U.S. export control requirements and export prohibitions under the ITSR?

No. The lifting of sanctions discussed in FAQ G.2 above relates only to transactions by non-U.S. persons in goods that are not subject to U.S. export controls. U.S. export controls, including all licensing requirements, and prohibitions under the ITSR continue to apply to exports and reexports by U.S. persons or from the United States to Iran or the Government of Iran, as well as reexports by non-U.S. persons of items with 10 percent or more U.S.-controlled content to Iran or the Government of Iran, if undertaken with knowledge or reason to know that the reexportation is intended specifically for Iran or the

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Government of Iran (*see* FAQ M.9). [01-16-2016]

H. AUTOMOTIVE SECTOR

H. 1. The JCPOA provides that the United States will lift secondary sanctions on the sale, supply, or transfer of goods and services used in connection with Iran’s automotive sector. Does this mean that non-U.S. persons can sell to Iran goods and services used in connection with the automotive sector?

Yes. Under the JPOA, U.S. sanctions on the sale, supply, or transfer by non-U.S. persons of goods and services used in connection with Iran’s automotive sector were temporarily suspended. On Implementation Day, pursuant to its commitment under sections 4.7 of Annex II and 17.1 of Annex V of the JCPOA, the United States lifted secondary sanctions on the direct or indirect sale, supply, or transfer to Iran of goods or services used in connection with the automotive sector of Iran, including the provision of associated services. As a result, beginning on Implementation Day, non-U.S. persons are no longer subject to sanctions for engaging in such activities or transactions provided that they do not involve persons on the SDN List or conduct described in FAQ A.3.ii-iii. *See* FAQs [310](#), [311](#), [316](#), and [317](#) for a discussion of “Iran’s automotive sector” and goods and services associated with Iran’s automotive sector. [01-16-2016]

H. 2. Can U.S. auto manufacturers export or reexport U.S.-origin finished vehicles or U.S.-origin auto parts to Iran?

No. U.S. persons as defined in section 560.314 of the ITSR, including U.S. auto manufacturers, continue to be generally prohibited from the exportation, reexportation, sale, or supply, directly or indirectly, from the United States of any goods, technology, or services to Iran’s automotive sector or the Government of Iran. [01-16-2016]

H. 3. Can non-U.S. persons reexport U.S.-origin finished vehicles or U.S.-origin auto parts to Iran?

Non-U.S. persons continue to be prohibited from reexporting from a third country to Iran, directly or indirectly, any goods, technology, or services that have been exported from the United States if they know or have reason to know that the reexportation is intended specifically for Iran or the Government of Iran and the items are controlled for export from the United States to Iran. Additionally, non-U.S. persons – including U.S.-owned or -controlled foreign entities (*see* FAQ K.2) – continue to be prohibited from reexporting to Iran or the Government of Iran items containing 10 percent or more U.S.-controlled content if undertaken with knowledge or reason to know that the reexportation is intended specifically for Iran or the Government of Iran. *See also* FAQ M.9. Additional export controls administered by the Department of Commerce may also apply. [01-16-2016]

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I. DESIGNATIONS AND OTHER SANCTIONS LISTINGS

I. 1. The JCPOA provides that the United States will remove certain individuals and entities from the SDN List on Implementation Day. What did this entail? What is the effect on those removed from the SDN List and what happens to those remaining on the SDN List?

Pursuant to U.S. commitments under sections 4.8.1 of Annex II and 17.3 of Annex V of the JCPOA, on Implementation Day, the individuals and entities set out in [Attachment 3](#) to Annex II were removed from the SDN List, FSE List, and/or NS-ISA List. Non-U.S. persons are no longer subject to secondary sanctions for engaging in transactions with the over 400 individuals and entities removed from the SDN List on Implementation Day, provided that the transactions do not otherwise involve persons that remain or are placed on the SDN List or conduct described in FAQ A.3.ii-iii. For more information on individuals and entities set out in Attachment 3 to Annex II who are marked with an asterisk because they have been identified previously by OFAC as meeting the definition of the term “Government of Iran” or “Iranian financial institution,” see FAQ I.3.

After Implementation Day, Iranian and Iran-related persons on the SDN List remain subject to secondary sanctions (*see* FAQ A.6), and secondary sanctions continue to attach to transactions involving such persons, even if the underlying activity is one for which sanctions have been lifted under the JCPOA. [01-16-2016]

I. 2. What is the E.O. 13599 List and how should U.S. persons treat individuals and entities on this list?

To assist U.S. persons in meeting their obligations under the ITSR, OFAC has made available on its website a List of Persons Identified as Blocked Solely Pursuant to Executive Order 13599 ([E.O. 13599 List](#)). The purpose of this list is to clarify that, regardless of their removal from the SDN List, persons that OFAC previously identified as meeting the definition of the Government of Iran or an Iranian financial institution continue to meet those definitions and continue to be persons whose property and interests in property are blocked pursuant to Executive Order 13599 and section 560.211 of the ITSR (*see* FAQ I.3). Unless an exemption or express OFAC authorization applies, U.S. persons, wherever located, are prohibited from engaging in any transaction with, and must continue to block the property and interests in property of, persons on the E.O. 13599 List, as well as any other person meeting the definition of the Government of Iran or an Iranian financial institution. [01-16-2016]

I. 3. Do identified Government of Iran individuals and entities and Iranian financial institutions removed from the SDN List on Implementation Day pursuant to the JCPOA (*i.e.* the asterisked individuals and entities listed in Attachment 3 to Annex II of the JCPOA) remain subject to U.S. blocking? Do U.S. persons still have to

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block transactions with persons removed from the SDN List on Implementation Day?

[Attachment 3](#) to Annex II of the JCPOA sets out the individuals and entities that were removed from the SDN List, FSE List, and/or NS-ISA List, as appropriate, on Implementation Day pursuant to the U.S. commitment under sections 4.8.1 of Annex II and 17.3 of Annex V of the JCPOA. A number of the individuals and entities listed in Attachment 3 to Annex II are marked with an asterisk next to their name, denoting that they have been previously identified by OFAC as meeting the definition of the term “Government of Iran” or “Iranian financial institution,” as set forth, in Executive Order 13599 and sections 560.304 and 560.324, respectively of the ITSR. Beginning on Implementation Day, secondary sanctions no longer apply to transactions involving these entities. However, U.S. persons continue to have an obligation under Executive Order 13599 and the ITSR to block the property and interests in property of all individuals and entities that meet these definitions, regardless of whether the individual or entity has been identified by OFAC or included on any OFAC-administered sanctions list, including the E.O. 13599 List (*see* FAQ I.2). U.S. persons also continue to be prohibited generally from engaging in transactions or dealings with these individuals and entities pursuant to the ITSR.

The property and interests in property of those persons in Attachment 3 to Annex II of the JCPOA without an asterisk next to their name are no longer subject to blocking on Implementation Day so long as they do not meet the definition of the “Government of Iran” or “Iranian financial institution” set out in the ITSR and Executive Order 13599. U.S. persons continue to be prohibited generally from engaging in transactions involving Iran pursuant to the ITSR, with the exception of transactions that are exempt from regulation or authorized by OFAC. [01-16-2016]

I. 4. Do non-U.S. persons face secondary sanctions exposure for dealing with individuals and entities on the E.O. 13599 List?

No. Secondary sanctions do not attach to transactions involving persons on the E.O. 13599 List, provided that the activities do not involve persons on the SDN List or conduct described in FAQ A.3.ii-iii. [01-16-2016]

I. 5. On Implementation Day, are sanctions lifted on the individuals and entities listed in Attachment 4 to Annex II of the JCPOA?

No. The individuals and entities set out in [Attachment 4](#) to Annex II of the JCPOA will remain on the SDN List until Transition Day unless the U.S. government takes action to remove them before that time. Transactions with these individuals or entities continue to be sanctionable until they are removed from the SDN List. [01-16-2016]

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I. 6. Could foreign financial institutions still be sanctioned under CISADA for engaging in transactions with Iranian persons?

Yes, if such persons are on the SDN List after Implementation Day. While sanctions under section 104(c)(2)(E)(ii) of CISADA no longer apply to transactions with individuals and entities removed from the SDN List on Implementation Day, CISADA 104(c)(2)(E)(ii) remains in place and significant transactions with persons designated in connection with Iran's proliferation of WMD or their means of delivery or Iran's support for international terrorism – i.e., persons on the SDN List with the [IFSR] program tag – remain sanctionable (*see* FAQ A.6). [01-16-2016]

J. COMMERCIAL PASSENGER AVIATION

J. 1. How has the commitment in the JCPOA to allow the export, reexport, sale, lease, or transfer of commercial passenger aircraft and related parts and services to Iran been implemented?

OFAC issued a [Statement of Licensing Policy](#) (SLP), effective on Implementation Day, establishing a favorable licensing policy regime through which U.S. persons and, where there is a nexus to U.S. jurisdiction, non-U.S. persons may request specific authorization from OFAC to engage in transactions for the export, reexport, sale, lease, or transfer of commercial passenger aircraft and related parts and services to Iran, provided that the licensed items are used exclusively for commercial passenger aviation. Specific licenses issued pursuant to the SLP will include appropriate conditions to ensure that licensed activities do not involve, and no licensed aircraft, goods, or services are re-sold or re-transferred to, any person on OFAC's SDN List. [01-16-2016]

J. 2. What type of aircraft can be provided to Iran pursuant to the JCPOA commitment?

Specific licenses may be issued for U.S. persons or, where there is a nexus to U.S. jurisdiction, non-U.S. persons to export, reexport, sell, lease, or transfer to Iran U.S.-origin commercial passenger aircraft or commercial passenger aircraft that contains 10 percent or more U.S.-controlled content. For more information on how to calculate U.S.-controlled content, see section 560.420 of the ITSR. The types of aircraft that may be approved under the SLP include wide-body, narrow-body, regional, and commuter aircraft used for commercial passenger aviation. The types of aircraft not eligible for licensing under the SLP include cargo aircraft, state aircraft, unmanned aerial vehicles, military aircraft, and aircraft used for general aviation or aerial work. [01-16-2016]

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J. 3. What services would be considered ordinarily incident and necessary to a licensed transaction for the export, reexport, sale, lease, or transfer of commercial passenger aircraft and related parts and services to Iran?

Under section 560.405 of the ITSR, U.S. persons are authorized to engage in transactions that are ordinarily incident to a licensed transaction and necessary to give effect thereto. Services that are ordinarily incident and necessary to give effect to a licensed export, reexport, sale, lease, or transfer of a commercial passenger aircraft to Iran, or a licensed export, reexport, sale, lease, or transfer of related parts and services to Iran, include transportation, legal, insurance, shipping, delivery, and financial payment services provided in connection with the licensed export transaction. For example, a U.S. person's provision of insurance to cover the shipment of a licensed component from a U.S. manufacturer to an Iranian customer would be ordinarily incident to the licensed export transaction. In contrast, a U.S. person's provision of insurance to cover the component over a period of years after it has been exported to Iran would not be ordinarily incident to the licensed export transaction and would require separate authorization from OFAC. *See* FAQ J.4 for additional information on associated services that can be separately authorized. [01-16-2016]

J. 4. What types of associated services could be authorized in licenses issued to U.S. persons related to the export, reexport, sale, lease, or transfer of commercial passenger aircraft and related parts and services to Iran?

Applications submitted pursuant to the SLP should include all the parties involved in the transactions and describe in detail all related transactions and dealings the parties anticipate undertaking that would otherwise be prohibited by 31 C.F.R. part 560. These transactions and dealings may include, for example, the provision of warranty, maintenance, repair services, safety-related inspections, and training related to commercial passenger aircraft and spare parts and components for such aircraft exported to Iran pursuant to a specific license issued under the SLP, provided that the items and services for which authorization is sought are to be used exclusively for commercial passenger aviation. [01-16-2016]

J. 5. Can U.S. persons seek a specific license to provide associated services that are not otherwise authorized by an existing specific license for the export, reexport, sale, lease, or transfer of commercial passenger aircraft or related parts and services to Iran?

OFAC will consider applications from U.S. persons to provide associated services otherwise prohibited by 31 C.F.R. part 560 that are not within the scope of an existing specific license issued pursuant to the SLP, and are not ordinarily incident and necessary to give effect to a licensed transaction pursuant to section 560.405 of the ITSR. Requests to provide such associated services must relate to a specific export, reexport, sale, lease, or transfer of a commercial passenger aircraft or related parts and services. This means,

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for example, that OFAC will consider applications under the SLP for a U.S. financial institution to finance the sale of a particular commercial passenger aircraft, but not an application to provide aircraft financing services in general. *See* FAQ J.6 for information on the provision of associated services by non-U.S. persons. [01-16-2016]

J. 6. Do non-U.S. persons need a specific license to provide associated services in connection with commercial passenger aircraft or parts and components for such aircraft that have been licensed for export or reexport to Iran? Or for commercial passenger aircraft or parts and components for such aircraft that have not been licensed for export or reexport to Iran?

OFAC authorization is not required for non-U.S. persons to provide associated services to Iranian parties, provided that the transaction does not involve U.S. persons or the export or reexport to Iran of items that would require a license for export from the United States to Iran, is conducted outside of U.S. jurisdiction, and does not involve the U.S. financial system. However, even after Implementation Day, secondary sanctions will continue to attach to transactions with Iranian or Iran-related individuals or entities that remain or are placed on the SDN List.

OFAC will consider applications under the SLP from non-U.S. persons to provide associated services that would otherwise be prohibited by 31 C.F.R. part 560, such as those involving the export or reexport of items from the United States to Iran or the reexport of U.S.-controlled items from a third-country to Iran that require a license under section 560.205 of the ITSR. [01-16-2016]

J. 7. Does the JCPOA impact the ability of airlines to fly into or out of Iran? Are U.S. persons allowed to fly on Iranian airlines?

The JCPOA does not impact the prohibition on U.S. airlines operating flights to or from Iran. Secondary sanctions continue to attach to significant transactions with Mahan Air and other Iranian persons on the SDN List (*see* FAQ A.3.iii).

U.S. persons are allowed to engage in transactions that are ordinarily incident to travel to or from Iran, including flying on Iranian airlines, with the exception of airlines, such as Mahan Air, that are designated under the Global Terrorism Sanctions Regulations, 31 C.F.R. part 594 (GTSR). Airlines designated pursuant to the GTSR are included on OFAC's SDN List (available at <http://sanctionssearch.ofac.treas.gov/>) and are labeled with the program tag [SDGT]. [01-16-2016]

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J. 8. Is additional authorization from the Department of Commerce be needed for the export, reexport, sale, lease, or transfer of commercial passenger aircraft and spare parts and components for such aircraft to Iran, if such activities are licensed by OFAC under the SLP?

Transactions authorized by OFAC pursuant to the SLP do not need separate authorization from the Department of Commerce, unless the action or activity involves an item (including information) that is prohibited by, or otherwise requires a license under, part 744 of the Export Administration Regulations (EAR) or participation in any transaction involving a person whose export privileges have been denied pursuant to parts 764 or 766 of the EAR. Exports or reexports to individuals and entities listed on the Department of Commerce's Denied Persons List and, in some cases, the Entity List will require separate authorization from the Department of Commerce and further coordination between OFAC and the U.S. Department of State. The Denied Persons List may be accessed at <http://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern/denied-persons-list> and the Entity List may be accessed at <http://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern/entity-list>. Applicants seeking to engage in transactions that would require separate authorization from the Department of Commerce should submit an application to it when submitting an application to OFAC pursuant to the SLP; the application to OFAC should also identify any individuals or entities that may give rise to a requirement for a separate authorization from the Department of Commerce. [01-16-2016]

J. 9. Why did OFAC issue General License I (GL I)?

As a general matter, unless authorized by OFAC, U.S. persons are prohibited from entering into contracts – contingent or otherwise – involving Iran or the Government of Iran. In addition, U.S. persons are prohibited from engaging in activities that are ordinarily incident to the negotiation of or entry into a contract involving Iran or the Government of Iran if such activities implicate the prohibitions of the ITSR (*e.g.*, activities that may involve the importation of services from, or exportation of services to, an Iranian party).

Authorizing U.S. persons to enter into, and to engage in transactions that are ordinarily incident to the negotiation of and the entry into, contingent contracts for activities eligible for authorization under the *Statement of Licensing Policy for Activities Related to the Export or Re-export to Iran of Commercial Passenger Aircraft and Related Parts and Services* (SLP) will allow for more efficient processing of specific license applications for the export or re-export to Iran of commercial passenger aircraft and related parts and services submitted under the SLP. However, GL I does not authorize transactions related to the negotiation of contracts – contingent or otherwise – involving individuals and entities on the SDN list.

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Non-U.S. persons are not prohibited under the ITSR from entering into contracts – contingent or otherwise – involving Iran or the Government of Iran that are eligible for authorization under the SLP. However, prior to performing activities eligible for authorization under the SLP, non-U.S. persons must obtain a specific license from OFAC. [03-24-16]

J. 10. Does GL I authorize the export or re-export of commercial passenger aircraft and/or related parts or services to Iran?

No. GL I does not authorize the export or re-export of any aircraft or related parts or services to Iran. Persons interested in exporting or re-exporting commercial passenger aircraft and related parts and services to Iran under the SLP are required to submit a specific license application to OFAC. [03-24-16]

J. 11. What information should be included in specific license applications submitted under the SLP?

Persons seeking to export or re-export commercial passenger aircraft and/or related parts and services under the SLP should include as much detail about the transaction as possible. As an initial matter, applications must include the following information: 1) the types and number of aircraft being exported or leased; 2) the Export Control Classification Number(s) for the aircraft, related parts, and/or technology being exported or leased; 3) the Iranian airline receiving the aircraft; 4) the proposed end-use of the aircraft; and 5) any other information that may be relevant to the processing of the request. [03-24-16]

J. 12. Is the negotiation of and entry into a Nondisclosure Agreement (NDA) in connection with the negotiation of a contingent contract for activities eligible for authorization under the SLP authorized by GL I?

Yes. However, the enforcement of any breach of an NDA against an Iranian party does not fall within the scope of the authorization in GL I and may require separate authorization. [03-24-16]

K. FOREIGN ENTITIES OWNED OR CONTROLLED BY U.S. PERSONS

K. 1. The JCPOA provides for the licensing of non-U.S. entities that are owned or controlled by a U.S. person (“U.S.-owned or -controlled foreign entities”) to engage in activities with Iran that are consistent with the JCPOA and U.S. law. How is this commitment being implemented?

The commitment to license U.S.-owned or -controlled foreign entities to engage in activities with Iran that are consistent with the JCPOA and U.S. law has been implemented through OFAC’s issuance of [General License H: Authorizing Certain](#)

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[Transactions Relating to Foreign Entities Owned or Controlled by a United States Person](#) (GL H). GL H was published on OFAC's website on January 16, 2016. [01-16-2016]

K. 2. What is considered a U.S.-owned or -controlled foreign entity for purposes of the U.S. commitment under the JCPOA to license certain activities involving Iran?

An entity established or maintained outside the United States is "owned or controlled" by a U.S. person if the U.S. person: (1) holds a 50 percent or greater equity interest by vote or value in the entity; (2) holds a majority of seats on the board of directors of the entity; or (3) otherwise controls the actions, policies, or personnel decisions of the entity. *See* section 560.215 of the ITSR and FAQ K.17. [01-16-2016; updated on 06-08-2016]

K. 3. What activities can U.S.-owned or -controlled foreign entities undertake pursuant to GL H?

Pursuant to [GL H](#), U.S.-owned or -controlled foreign entities are permitted to engage in transactions with the Government of Iran or any person subject to the jurisdiction of the Government of Iran that would otherwise be prohibited by section 560.215 of the ITSR (i.e., activities that would be prohibited pursuant to the ITSR if engaged in by a U.S. person or in the United States), *with the exception of* transactions specified in paragraph (c) of GL H. In particular, paragraph (c) provides that U.S.-owned or -controlled foreign entities engaging in transactions pursuant to GL H may not export or reexport U.S.-origin goods to Iran without separate authorization from OFAC, as further described in FAQ K.13. The authorization provided under GL H is not limited to specific economic sectors or industries. [01-16-2016]

K. 4. For purposes of the U.S. commitment in section 5.1.2 of Annex II of the JCPOA, what activities are consistent with the JCPOA and applicable U.S. laws and regulations?

Activities by U.S.-owned or -controlled foreign entities that are within the scope of [GL H](#) will be deemed to be consistent with the JCPOA and the laws and regulations administered by OFAC. Individuals and entities acting pursuant to GL H remain responsible for complying with other applicable U.S. laws and regulations, including, for example, the Federal Food, Drug, and Cosmetic Act.

Transactions that are not authorized under GL H because they are inconsistent with the JCPOA and/or U.S. law include transactions involving: (1) the direct or indirect exportation or reexportation of goods, technology, or services from the United States (without separate authorization from OFAC); (2) any transfer of funds to, from, or through the U.S. financial system; (3) any individual or entity on the SDN List or any activity that would be prohibited by non-Iran sanctions administered by OFAC if engaged in by a U.S. person or in the United States; (4) any individual or entity identified on the FSE List; (5) any activity involving any item subject to the Export Administration

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Regulations (EAR) that is prohibited by, or requires a license under, part 744 of the EAR; or participation in any transaction with a person whose export privileges have been denied pursuant to part 764 or 766 of the EAR (without authorization from the Department of Commerce); (6) any military, paramilitary, intelligence, or law enforcement entity of the Government of Iran, or any official, agent, or affiliate thereof; (7) any activity that is sanctionable under Executive Order 12938 or 13382 (relating to Iran's proliferation of weapons of mass destruction and their means of delivery, including ballistic missiles); Executive Order 13224 (relating to international terrorism); Executive Order 13572 or 13582 (relating to Syria); Executive Order 13611 (relating to Yemen); or Executive Order 13553 or 13606, or section 2 or 3 of Executive Order 13628 (relating to Iran's commission of human rights abuses against its citizens); or (8) any nuclear activity involving Iran that is subject to the JCPOA procurement channel and that has not been approved through that procurement channel process. [01-16-2016]

K. 5. Who could be held liable for transactions conducted by a U.S.-owned or -controlled foreign entity that are outside the scope of GL H?

A U.S. person will continue to be liable for civil penalties provided for in section 206(b) of the International Emergency Economic Powers Act if any foreign entity that it owns or controls engages in activity outside the scope of [GL H](#) or other relevant authorization provided by OFAC that would violate the prohibition set forth in section 560.215 of the ITSR. *See* section 560.701(a)(3) of the ITSR. [01-16-2016]

K. 6. What are U.S. persons permitted to do with respect to transactions undertaken pursuant to GL H?

[GL H](#) authorizes U.S. persons to engage in “activities related to the establishment or alteration of operating policies and procedures of a United States entity or a U.S.-owned or -controlled foreign entity” to the extent necessary to allow a U.S.-owned or -controlled foreign entity to engage in transactions with Iran that are authorized by GL H. This authorization in GL H is intended to cover the involvement of U.S. person board members, senior management, and employees of either a U.S. parent company or a U.S.-owned or -controlled foreign entity in the establishment or alteration of operating policies and procedures of the U.S. parent company or any of its owned or controlled foreign entities, to the extent necessary to allow any of the U.S.-owned or -controlled foreign entities to engage in transactions with Iran authorized under GL H. The authorization for U.S. persons is also intended to cover U.S. persons who may be hired as outside legal counsel or consultants to draft, alter, advise, or consult on such operating policies and procedures.

Under this provision of GL H, U.S. persons, including senior management of a U.S. parent company or its owned or controlled foreign entities, may be involved in the initial determination to engage in activities with Iran authorized by GL H, as well as the establishment or alteration of the necessary policies and procedures. However, GL H

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does not authorize U.S. person involvement in the ongoing Iran-related operations or decision making of its owned or controlled foreign entity engaging in activities with Iran authorized by GL H after these actions are taken. U.S. persons *may not* be involved in the Iran-related day-to-day operations of a U.S.-owned or -controlled foreign entity, including by approving, financing, facilitating, or guaranteeing any Iran-related transaction by the foreign entity. *See* sections 560.208 and 560.417 of the ITSR. [01-16-2016]

K. 7. Under GL H, are U.S. persons allowed to provide training on the new or revised policies and procedures?

Yes. [GL H](#) authorizes U.S. persons, including employees and outside legal counsel and consultants, to provide training, advice, and counseling on the new or revised operating policies and procedures, provided that these services are not provided to facilitate transactions in violation of U.S. law. For example, U.S. person employees of a U.S. parent company or a U.S.-owned or -controlled foreign entity are authorized to provide training on the new or revised operating policies and procedures to employees of a U.S.-owned or -controlled foreign entity covered by such policies. They are also authorized to provide training on the revised operating policies and procedures to employees of the U.S. parent company. [01-16-2016]

K. 8. What are U.S. persons who work in U.S.-owned or -controlled foreign entities permitted to do with respect to transactions undertaken pursuant to GL H?

U.S. persons working in U.S.-owned or -controlled foreign entities are authorized under [GL H](#) to engage in activities related to the establishment or alteration of corporate policies and procedures of the U.S. parent company of the U.S.-owned or -controlled foreign entities, as well as corporate policies and procedures of the U.S.-owned or -controlled foreign entities, to the extent the establishment or alteration of such policies is necessary to allow the U.S.-owned or -controlled foreign entity to engage in transactions authorized under GL H. This authorization extends to the involvement of U.S. persons in the initial determination to engage in activities with Iran authorized by GL H; however, it does not extend to the involvement of U.S. persons in the Iran-related day-to-day operations of a U.S.-owned or -controlled foreign entity engaging in activities with Iran authorized by GL H (*see* FAQs K.6 and K.7). With the exception of the authorizations in GL H, U.S. persons remain prohibited from engaging in or facilitating transactions or dealings involving Iran that are not exempt from regulation or authorized by OFAC. [01-16-2016]

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- K. 9. GL H authorizes U.S. persons to “make available” any automated and globally integrated computer, accounting, email, telecommunications, or other business support system, platform, database, application, or server necessary to store, collect, transmit, generate, or otherwise process documents or information related to transactions by foreign entities they own or control that are authorized by GL H (hereinafter referred to as “Authorized Business Support Systems”). Does this allow U.S. parent companies to provide foreign entities they own or control with access to Authorized Business Support Systems that are owned or operated by third-party service providers?**

Yes. The authorization in [GL H](#) permits U.S. parent companies to make available to foreign entities they own or control Authorized Business Support Systems that are owned and/or operated for the U.S. parent company on a contract basis by one or more third-party service providers. Likewise, U.S. person third-party service providers are authorized to make available to a U.S.-owned or -controlled foreign entity Authorized Business Support Systems that they provide to the U.S. parent company on a contract basis. [01-16-2016]

- K. 10. What does “automated” mean in reference to the Authorized Business Support Systems enumerated in GL H?**

In the context of [GL H](#), the term “automated” refers to Authorized Business Support Systems that operate passively and without human intervention to facilitate the flow of data between and among the U.S. parent company and its owned or controlled foreign entities. For example, an enterprise resource planning (ERP) system that utilizes a U.S.-based server – without any human intervention in the United States – to generate a purchase order initiated by a Dubai-based, non-U.S. person employee of a U.S.-owned or -controlled foreign entity would be considered “automated” for the purposes of GL H. In contrast, if the ERP system required the intervention of an individual located in the United States to complete a request initiated by a Dubai-based, non-U.S. person employee of a U.S.-owned or -controlled foreign entity, such as a U.S. person performing data entry or internal processing for the creation of a customer record, such system would not be considered “automated” for the purposes of GL H. *See* FAQ K.12 for additional information on human intervention vis-à-vis Authorized Business Support Systems. [01-16-2016]

- K. 11. What does “globally integrated” mean in reference to the Authorized Business Support Systems enumerated in GL H?**

In the context of [GL H](#), the term “globally integrated” refers to an Authorized Business Support System that is broadly available to, and in general use by, the U.S. parent company’s global organization, including the U.S. parent company and its owned or controlled foreign entities. For example, a sales lead database maintained on a server at a U.S. parent company that is broadly available to, and in general use by, the U.S. parent

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company's non-U.S. entities would be considered "globally integrated" for the purposes of GL H. In contrast, a similar database containing information maintained in the United States that is not broadly available to the U.S. parent company's non-U.S. entities or lines of business performed by such entities would not be considered "globally integrated" for the purposes of GL H. [01-16-2016]

K. 12. Is all human intervention vis-à-vis Authorized Business Support Systems outside the scope of GL H?

No. Activities related to the establishment or maintenance of Authorized Business Support Systems that meet the requirements of [GL H](#) – including routine or emergency maintenance by U.S. persons – are authorized as ordinarily incident and necessary to give effect to transactions authorized by paragraph (b) of GL H. *See* section 560.405 of the ITSR. [01-16-2016]

K. 13. Can U.S.-owned or -controlled foreign entities rely on GL H to export U.S.-origin goods to Iran?

No. [GL H](#) does not provide any authorization relating to the exportation or reexportation of U.S.-origin goods to Iran. Beginning on Implementation Day, unless the transactions are exempt from regulation or authorized by OFAC, U.S.-owned or -controlled foreign entities continue to be prohibited from the exportation, reexportation, sale, or supply, directly or indirectly, from the United States of any goods, technology, or services if the items are destined for Iran or the Government of Iran at the time they leave the United States. In addition, non-U.S. persons – including U.S.-owned or -controlled foreign entities – continue to be prohibited from reexporting from a third country, directly or indirectly, any goods, technology, or services that have been exported from the United States if they know or have reason to know that the reexportation is intended specifically for Iran or the Government of Iran and the items are controlled for export from the United States to Iran. Non-U.S. persons – including U.S.-owned or -controlled foreign entities – also continue to be prohibited from reexporting from a third country items containing 10 percent or more U.S.-controlled content, if undertaken with knowledge or reason to know that the reexportation is intended specifically for Iran or the Government of Iran. However, the exportation or reexportation of U.S.-origin goods that are designated as EAR99 from a third country to Iran without knowledge or reason to know at the time of export from the United States that the goods are intended specifically for Iran is not prohibited. Additional export controls administered by the Department of Commerce may also apply. [01-16-2016]

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K. 14. Does GL H authorize a U.S. person to alter its policies and procedures, or the policies or procedures of its owned or controlled foreign entity, to allow the U.S.-owned or -controlled foreign entity to establish a physical presence inside Iran?

Yes. [GLH](#) authorizes a U.S. parent to alter its policies and procedures, and/or the policies and procedures of its owned or controlled foreign entity, to allow the U.S.-owned or -controlled foreign entity to establish a physical presence inside Iran. U.S.-owned or -controlled foreign entities, however, continue to be prohibited from the exportation, reexportation, sale, or supply, directly or indirectly, from the United States of any goods, technology, or services if the items are destined for Iran or the Government of Iran at the time they leave the United States (*see* FAQs K.13 and M.9). [06-08-2016]

K. 15. Are U.S.-owned or -controlled foreign entities considered U.S. persons?

No. The term *United States person* or *U.S. person*, as it is defined in section 560.314 of the ITSR, means any United States citizen, permanent resident alien, entity organized under the laws of the United States or any jurisdiction within the United States (including foreign branches), or any person in the United States. Although U.S.-owned or -controlled entities are subject to the prohibitions of the ITSR pursuant to section 560.215 (and eligible for the authorizations of GL H), they are not considered U.S. persons under the ITSR. [06-08-2016]

K. 16. Does GL H authorize U.S.-owned or -controlled foreign entities to engage in transactions with individuals and entities on the E.O. 13599 list?

Yes. [GLH](#) authorizes U.S.-owned or -controlled foreign entities to engage in transactions with individuals and entities on the E.O. 13599 List that are within the scope of the general license (*see* FAQ I.2 for additional information on the E.O. 13599 List). [06-08-2016]

K. 17. Does OFAC aggregate the interests of multiple U.S. persons in determining whether an entity established or maintained outside the United States is a U.S.-owned or -controlled foreign entity for purposes of GL H and section 560.215 of the ITSR?

Yes, with certain exceptions. As a general matter, an entity established or maintained outside the United States is considered owned or controlled by a U.S. person if, in the aggregate, one or more U.S. persons hold(s) a 50 percent or greater equity interest by vote or value in the entity or if one or more U.S. persons hold(s) a majority of seats on the board of directors of the entity. A determination as to whether one or more U.S. persons otherwise control(s) the actions, policies, or personnel decisions of a foreign entity is a fact-specific, case-by-case determination, but in making such a determination, OFAC would look to the aggregated ownership interests held, and indicia of control exercised, by all relevant U.S. persons.

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In the specific case of companies organized under the laws of a country other than the United States that are publicly traded or where ownership interests are otherwise widely dispersed, OFAC would not regard such an entity to be owned or controlled by a U.S. person if U.S. persons, in the aggregate, passively hold more than 50 percent of the shares of such entity but no one U.S. person holds a controlling share in the company. However, such a company could still be considered a U.S.-owned or -controlled foreign entity to the extent one or more of the other criteria for ownership or control are met. [06-08-2016]

K. 18. In cases where multiple U.S. persons, in the aggregate, own or control a foreign entity, are U.S. persons authorized under GL H to amend the policies and procedures of stakeholding U.S. companies and the policies and procedures of the U.S.-owned or -controlled foreign entity?

Yes. In cases where U.S. persons, in the aggregate, own or control a foreign entity, U.S. persons are permitted to amend the policies and procedures of U.S. entities that own a portion of the U.S.-owned or -controlled foreign entity, as well as the policies and procedures of the U.S.-owned or -controlled foreign entity, to the extent necessary to allow the U.S.-owned or -controlled foreign entity to engage in transactions with Iran that are authorized under [GL H](#) (*see* FAQ K.6 for additional details on the extent to which U.S. persons can engage in altering policies and procedures related to transactions with Iran). [06-08-2016]

K. 19. Does GL H authorize a U.S. person to establish or alter the operating policies and procedures of a United States entity or a U.S.-owned or -controlled foreign entity more than once?

Yes. A U.S. person can undertake additional changes to such operating policies and procedures so long as the changes are not with respect to, or for the purpose of facilitating, any particular transaction(s) involving Iran by the U.S.-owned or -controlled foreign entity. [06-08-2016; updated on 10-07-2016]

K. 20. Must U.S. persons employed by or serving on the Board of Directors of a U.S.-owned or -controlled foreign entity be recused or “walled off” from all Iran-related business of that entity? Can U.S. person employees simply abstain from voting on Iran-related matters?

In general, unless authorized by OFAC, U.S. persons employed by or serving on the board of directors of a U.S.-owned or -controlled foreign entity (or any other foreign entity) must be recused or “walled off” from all Iran-related business of that entity, except for certain limited activities with respect to Iran that are authorized under section (a) of that GL (*see* FAQs K.8 and K.9).

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U.S. persons are authorized under [GL H](#) to allow for such a recusal through the establishment or alteration of policies and procedures of their owned or controlled foreign entities. U.S.-owned or -controlled foreign entities (and other foreign entities) should consider instituting a blanket recusal policy (as opposed to case-by-case abstentions, which, depending on the facts and circumstances, could be considered a prohibited facilitation and/or export of services under the ITSR) for U.S. person directors, managers, and other employees with respect to Iran-related matters (*see* FAQ C.16). [06-08-2016]

K. 21. Must the U.S. parent company of a U.S.-owned or -controlled foreign entity engaging in transactions with Iran pursuant to GL H remove itself from all day-to-day operations of its owned or controlled foreign entity, or just those related to Iran?

If a U.S. parent company's owned or controlled foreign entity engages in transactions with Iran pursuant to [GL H](#), and also conducts transactions with other non-sanctioned jurisdictions, the U.S. parent company and its board members, senior management, and employees may continue to be involved in the U.S.-owned or -controlled foreign entity's day-to-day operations with non-sanctioned jurisdictions. [06-08-2016]

K. 22. Can a U.S. person receive reports from its owned or controlled foreign entities that detail transactions conducted pursuant to GL H, including reporting on transactions that the U.S. person is required to disclose to the Securities and Exchange Commission?

Yes. A U.S. person may receive reports from its owned or controlled foreign entities that include details on transactions the foreign entity conducted with Iran pursuant to [GL H](#). However, U.S. persons remain prohibited from engaging in Iran-related activities of U.S.-owned or -controlled foreign entities and cannot attempt to influence Iran-related business decisions of such entities based on such reports. [06-08-2016]

L. IMPORTS OF IRANIAN-ORIGIN CARPETS AND FOODSTUFFS

L. 1. Under the JCPOA, the United States committed to license, upon Implementation Day, the importation into the United States of Iranian-origin carpets and foodstuffs, including pistachios and caviar. What types of Iranian-origin carpets and foodstuffs may be imported into the United States under the general license?

Pursuant to its commitment under the JCPOA, the United States is authorizing the importation into the United States of Iranian-origin carpets and foodstuffs, including pistachios and caviar. This general license, which is effective upon publication in the *Federal Register*, covers: (1) carpets and other textile floor coverings and carpets used as wall hangings that are classified under chapter 57 or heading 9706.00.0060 of the Harmonized Tariff Schedule of the United States and (2) foodstuffs intended for human consumption that are classified under chapters 2-23 of the Harmonized Tariff Schedule of

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the United States. Carpets and foodstuffs imported pursuant to the general license will still be subject to all other laws and regulations applicable to goods imported into the United States, including generally applicable laws and regulations administered by other U.S. departments and agencies, such as the Department of Agriculture, Department of Commerce, the Food and Drug Administration, and the Department of Homeland Security.

The following are examples of transactions that are permitted under the general license:
(1) A United States person living abroad is permitted to purchase or sell an Iranian-origin carpet, as long as the sale is not to Iran, the Government of Iran, an Iranian financial institution, or any other person whose property and interests in property are blocked pursuant to section 560.211 of the ITSR.

(2) A United States person may process a documentary collection relating to the importation into the United States of Iranian-origin pistachios, but payment under the documentary collection may not involve the crediting of an Iranian account, as defined in section 560.320 of the ITSR. [01-16-2016]

L. 2. How can U.S. persons pay Iranian companies for these imports?

Under the ITSR, U.S. depository institutions and registered brokers or dealers in securities are authorized to process transfers of funds to or from Iran, or for the direct or indirect benefit of persons in Iran or the Government of Iran, if the transfer arises from, and is ordinarily incident and necessary to give effect to, an underlying transaction that has been authorized by a general or specific license issued pursuant to, or set forth in, the ITSR and does not involve crediting or debiting an Iranian account, as defined in section 560.320 of the ITSR (*see* section 560.516 of the ITSR). This payment mechanism is available for transactions related to generally-licensed importations of Iranian-origin carpets and foodstuffs. For additional information regarding this payment mechanism, *see* FAQ [242](#).

In addition, subject to certain conditions, U.S. depository institutions are authorized under the general license to process letters of credit for payments for Iranian-origin carpets and foodstuffs, and U.S. persons are also authorized to act as brokers for the purchase or sale of the categories of Iranian-origin carpets and foodstuffs covered by the general license.

The following are examples of transactions that are permitted under the general license:

(1) A United States depository institution may issue a letter of credit in favor of an exporter in Iran to finance the importation into the United States of Iranian-origin caviar; the letter of credit may be confirmed by a third-country bank that is not included within the definition of the term Government of Iran or an Iranian financial institution.

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(2) A United States depository institution may advise or confirm a letter of credit issued by a third-country bank that is not included within the definition of the term Government of Iran or an Iranian financial institution to finance the purchase from a third country of Iranian-origin carpets by a U.S. person or third-country national.

(3) A United States person may broker the sale of Iranian-origin carpets from Iran to a third-country national located outside Iran or to another U.S. person wherever located.

(4) A bank that is owned or controlled by the Government of Iran may forward letter of credit documents, strictly on a documentary collection basis, either directly to a United States depository institution or to a third-country bank that is not included within the definition of the term Government of Iran or an Iranian financial institution and that is party to a letter of credit issued by a United States depository institution. The Iranian bank may not, however, send the documents on an “approval” basis, since it is not and cannot be party to the letter of credit. [01-16-2016]

M. OTHER

M. 1. Are Iranian citizens who are permanent residents of the United States or dual U.S.-Iranian citizens located anywhere in the world generally permitted to conduct business or trade with Iranian companies or operate a business in Iran?

No. Both an Iranian citizen who is a permanent resident alien of the United States and an individual who is a dual U.S.-Iranian citizen meet the definition of a U.S. person set forth in section 560.314 of the ITSR, regardless of where in the world they are located. U.S. persons are generally prohibited under the ITSR from engaging in transactions or dealings involving Iran that are not exempt from regulation or authorized by OFAC. However, OFAC has issued a number of general licenses that authorize U.S. persons, including Iranian citizens who are permanent residents of the United States and dual U.S.-Iranian citizens located anywhere in the world, to conduct certain activities with regard to Iran that would otherwise be prohibited under the ITSR, such as the exportation to Iran of agricultural commodities (including food), medicine, and medical supplies and the exportation of hardware, software, and services incident to personal communications. The United States committed in the JCPOA to license certain activities involving U.S. persons, including the sale to Iran of commercial passenger aircraft and related parts and services, provided they are used exclusively for commercial passenger aviation; the importation of Iranian-origin carpets and foodstuffs; and activities involving Iran conducted by foreign subsidiaries of U.S. companies. [01-16-2016]

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M. 2. What level of due diligence is expected from industry since there is no relief for the IRGC in the JCPOA, given the IRGC plays a significant role in the Iranian economy?

After Implementation Day, non-U.S. persons who knowingly conduct significant financial transactions with Iranian or Iran-related persons on the SDN List, including the IRGC, continue to be exposed to sanctions (*see* FAQ A.6).

OFAC recommends that a person considering business in Iran or with Iranian persons conduct due diligence sufficient to ensure that it is not knowingly engaging in transactions with the IRGC or other Iranian or Iran-related persons on the SDN List (*see* FAQ A.6), and keep records documenting that due diligence. U.S. persons may refer to FAQ [116](#) for additional guidance on compliance expectations for intermediary banks. [01-16-2016]

M. 3. How will we know if sanctions snap back? How far in advance will we know that sanctions are to snap back?

The United States is committed to ensuring the JCPOA's success, and will make every effort to resolve any concerns through the procedures established under the JCPOA. In the event that we are unable to resolve our concerns through the established procedures, the U.S. government would communicate this information clearly to the public via the same channels used to communicate previous JPOA and JCPOA updates. We are unable to predict how far in advance notice will be given in the event that sanctions snap back. [01-16-2016]

M. 4. In the event of a snapback, will sanctions apply retroactively to legitimate business activity that takes place after Implementation Day but before the snapback occurs?

No. The United States has committed not to retroactively impose sanctions for legitimate activity undertaken after Implementation Day. Transactions conducted after the snapback occurs, however, could be sanctionable to the extent they implicate activity for which sanctions have been re-imposed. The JCPOA does not grandfather contracts signed prior to snapback. The U.S. government has a past practice of working with U.S. or third-country companies to minimize the impact of sanctions on the legitimate activities of those parties undertaken prior to the imposition of sanctions, and we anticipate doing the same in the event of a JCPOA sanctions snapback. [01-16-2016]

M. 5. In the past the U.S. government has authorized a wind-down period when new sanctions came into effect to allow companies to disengage from Iran. Will a wind-down period be provided in the event sanctions are re-imposed on Iran?

The U.S. government has a past practice of working with U.S. or third-country companies to minimize the impact of sanctions on the legitimate activities of those

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parties undertaken prior to the imposition of sanctions, and we anticipate doing the same in the event of a JCPOA sanctions snapback. If U.S. sanctions were to snap back in whole or in part, OFAC would provide guidance in this regard on its website. [01-16-2016]

M. 6. The Main Text of the JCPOA, paragraph 30, states that “Following the lifting of sanctions under this JCPOA as specified in Annex II, ongoing investigations on possible infringements of such sanctions may be reviewed in accordance with applicable national laws.” What does this mean with respect to any investigations into or enforcement of U.S. sanctions violations?

As a general matter, the nuclear-related sanctions that are the subject of U.S. commitments in Annex II of the JCPOA are secondary sanctions that are directed toward the activity of non-U.S. persons occurring outside of the United States that is not otherwise subject to U.S. jurisdiction. To the extent an ongoing investigation of a non-U.S. person relates to activity within the scope of the secondary sanctions to be lifted on Implementation Day, the U.S. government will not sanction the non-U.S. person under those authorities following Implementation Day.

Notwithstanding the JCPOA, the U.S. government will continue to administer and enforce a range of sanctions with respect to Iran, including the domestic trade embargo implemented through the ITSR. The ITSR largely prohibit U.S. persons from exporting, directly or indirectly, goods, technology, and services to, or importing goods, technology, and services from, Iran. Under longstanding practice, apparent sanctions violations are analyzed in light of the laws and regulations that were in place at the time of the underlying activities, and civil and criminal enforcement authorities are applied accordingly. Investigations into apparent violations of U.S. sanctions authorities that were not lifted on Implementation Day, including the ITSR, will not be affected by the JCPOA, and future enforcement actions may follow. Similarly, investigations into apparent violations resulting from pre-Implementation Day activities that would be within the scope of authorizations available beginning on Implementation Day will not be affected by the JCPOA, and future enforcement actions may follow. [01-16-2016]

M. 7. Do the U.S. commitments with respect to sanctions contained in the JCPOA alter or impact any prior enforcement actions OFAC has taken with respect to any entity, including non-U.S. financial institutions?

No. None of the enforcement actions that OFAC has finalized to date, including any settlement agreement or the terms and conditions set forth therein, will be altered or impacted in any way by implementation of the JCPOA. To the extent that any party, including a non-U.S. financial institution, has entered into a settlement agreement with OFAC, the party will continue to be bound by that agreement after Implementation Day. [01-16-2016]

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M. 8. Do the U.S. commitments with respect to sanctions contained in the JCPOA alter or impact any prior enforcement actions by regulatory authorities other than OFAC?

OFAC does not expect the JCPOA to alter or impact any prior enforcement actions by other regulatory authorities. Specific questions regarding the potential impact of the JCPOA on enforcement actions taken by other agencies, such as settlement agreements, consent orders, or cease and desist orders agreed to or issued by federal, state, and/or local banking regulators, or deferred prosecution agreements that violators have entered into with the U.S. Department of Justice and/or state or local law enforcement agencies, should be directed to the relevant regulatory or enforcement agency. [01-16-2016]

M. 9. After Implementation Day, are U.S. persons able to export, reexport, sell, or provide goods, services, or technology to Iran? And can non-U.S. persons export, reexport, sell, or provide U.S. goods, services, or technology to Iran?

No, unless the transaction is exempt from regulation or authorized by OFAC. Under section 560.204 of the ITSR, U.S. persons continue to be broadly prohibited from exporting any goods, services, or technology directly or indirectly to Iran, with the exception of transactions that are exempt from regulation or authorized by OFAC. Furthermore, section 560.204 of the ITSR generally prohibits the exportation, reexportation, sale, or supply, directly or indirectly, of any goods, technology, or services from the United States or by U.S. persons to a person in a third country undertaken with knowledge or reason to know that such goods, technology, or services are intended specifically for supply, transshipment, or reexportation, directly or indirectly, to Iran or the Government of Iran; or that such goods, technology, or services are intended specifically for use in the production of, for commingling with, or for incorporation into goods, technology, or services to be directly or indirectly supplied, transshipped, or reexported exclusively or predominantly to Iran or the Government of Iran. These prohibitions remain in place even if secondary sanctions on the transaction or activity have been lifted under the JCPOA.

In addition, pursuant to section 560.205 of the ITSR, non-U.S. persons continue to be prohibited from reexporting from a third country, directly or indirectly, any goods, technology, or services that have been exported from the United States if they know or have reason to know that the reexportation is intended specifically for Iran or the Government of Iran and the items are controlled for export from the United States to Iran. Non-U.S. persons also continue to be prohibited from reexporting from a third country items containing 10 percent or more U.S.-controlled content, if undertaken with knowledge or reason to know that the reexportation is intended specifically for Iran or the Government of Iran. However, the exportation or reexportation of U.S.-origin goods that are designated as EAR99 under the EAR from a third country to Iran without knowledge or reason to know at the time of export from the United States that the goods are intended specifically for Iran would not be prohibited. Additional export controls administered by the Department of Commerce may also apply. [01-16-2016]

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M. 10. Is it sanctionable for non-U.S. persons to engage in transactions with an entity that is not on the SDN List, but that is minority owned, or that is controlled in whole or in part, by an Iranian or Iran-related person on the SDN List?

It is not necessarily sanctionable for a non-U.S. person to engage in transactions with an entity that is not on the SDN List but that is minority owned, or that is controlled in whole or in part, by an Iranian or Iran-related person on the SDN List. However, OFAC recommends exercising caution when engaging in transactions with such entities to ensure that such transactions do not involve Iranian or Iran-related persons on the SDN List (*see* FAQ A.6). [10-07-2016]

M. 11. For non-U.S. persons conducting due diligence on a potential Iranian counterparty, does OFAC consider only checking the SDN List to be sufficient due diligence?

Screening the names of Iranian counterparties against the SDN List is a step that would generally be expected, but that is not necessarily sufficient (*see* FAQ A.6). In addition to checking the SDN List, non-U.S. persons should consult with their local regulators regarding due diligence expectations in their domestic jurisdictions. In particular, the non-U.S. person should ensure that its due diligence procedures conform to its internal risk-assessment and overall compliance policies, which – in addition to other business considerations – should be based on best practices of the particular industry at issue and conform to guidance and expectations of the non-U.S. person’s home country regulators. OFAC suggests maintaining records documenting those due diligence efforts (*see* FAQ M.2). [10-07-2016]

M. 12. Does OFAC expect non-U.S. financial institutions to conduct due diligence on their customer’s Iranian customers?

OFAC considers the appropriate level of due diligence to depend on the financial institution’s role in a transaction (*see* [FAQ 116](#)). While OFAC would consider it a best practice for a non-U.S. financial institution to perform due diligence on its own customers, OFAC does not expect a non-U.S. financial institution to repeat the due diligence its customers have performed on an Iranian customer unless the non-U.S. financial institution has reason to believe that those processes are insufficient. Non-U.S. financial institutions should consult with their local regulators regarding due diligence expectations in their domestic jurisdictions. [10-07-2016]

Exhibit 14

Exhibit 14



OFFICE OF FOREIGN ASSETS CONTROL

List of Persons Identified as Blocked Solely Pursuant to Executive Order 13599

January 16, 2016

List of Persons Identified as Blocked Solely Pursuant to Executive Order 13599 (E.O. 13599 List).

To assist the public in complying with the Iranian Transactions and Sanctions Regulations, 31 C.F.R. Part 560 (the "ITSR"), the following is a list of persons identified by OFAC as meeting the definition of the term Government of Iran or the term Iranian financial institution as set forth in, respectively, sections 560.304 and 560.324 of the ITSR. Pursuant to Executive Order 13599, as implemented through section 560.211 of the ITSR, the property and interests in property of persons included on this list, as well as property such as vessels identified on this list, must be blocked if they are in or come within the United States or if they are in or come within the possession or control of a U.S. person, wherever located. This list does not include persons whose property and interests in property are blocked under both Part 560 and one or more other parts of 31 C.F.R. chapter V. Such persons are included on OFAC's Specially Designated Nationals and Blocked Persons List (SDN List) with the identifier "[IRAN]" as well as the relevant identifier(s) for the other sanctions program(s) pursuant to which the persons' property and interests in property are blocked.

Pursuant to the Joint Comprehensive Plan of Action of July 14, 2015 (JCPOA), the United States committed to lift secondary sanctions with respect to activity with certain persons, including the individuals and entities on the E.O. 13599 List, on Implementation Day. Effective as of Implementation Day, non-U.S. persons will not be subject to secondary sanctions solely for engaging in activity that involves persons included on the E.O. 13599 List, provided that the activity does not involve persons on the SDN List or conduct that remains sanctionable as described in Section VII of the Guidance Relating to the Lifting of Certain Sanctions Pursuant to the Joint Comprehensive Plan of Action on Implementation Day (the "Guidance Document") [https://www.treasury.gov/resource-center/sanctions/Programs/Documents/Implement_guide_jcpoa.pdf]. For more information on the JCPOA, see the Guidance Document and related

Frequently Asked Questions

[https://www.treasury.gov/resource-center/sanctions/Programs/Documents/jcpoa_faqs.pdf].

Note that, unless an exemption from regulation or express OFAC authorization applies, the ITSR prohibit U.S. persons from engaging in most transactions with persons meeting the definition of Government of Iran or Iranian financial institutions, regardless of whether such persons are located or incorporated inside or outside of Iran or whether such persons have been identified by OFAC and included on the E.O. 13599 List or the SDN List with the identifier "[IRAN]."

The latest changes to the E.O. 13599 List may appear here prior to their publication in the Federal Register. Such changes reflect official actions of OFAC, and will be published as soon as practicable in the Federal Register under the index heading "Foreign Assets Control."

AA ENERGY FZCO, United Arab Emirates; Additional Sanctions Information - Not on the SDN List and Not Subject to Secondary Sanctions; U.S. Persons Must Continue to Block the Property and Interests in Property of this Person Pursuant to Executive Order 13599; For more information, please see: https://www.treasury.gov/resource-center/sanctions/Programs/Documents/jcpoa_faqs.pdf [IRAN].

ABADAN (f.k.a. ALPHA; a.k.a. SHONA) (T2EU4) Crude/Oil Products Tanker 99,144DWT 56,068GRT Tanzania flag; Former Vessel Flag Malta; alt. Former Vessel Flag Tuvalu; alt. Former Vessel Flag None Identified; Additional Sanctions Information - Not on the SDN List and Not Subject to Secondary Sanctions; U.S. Persons Must Continue to Block this Property and Interests in this Property Pursuant to Executive Order 13599; For more information, please see: https://www.treasury.gov/resource-center/sanctions/Programs/Documents/jcpoa_faqs.pdf; Vessel Registration Identification IMO 9187629; MMSI 572469210 (vessel) [IRAN]

(Linked To: NATIONAL IRANIAN TANKER COMPANY).

ABADEH (f.k.a. CRYSTAL; a.k.a. SUNDIAL) (9HDO9) Crude/Oil Products Tanker 99,030DWT 56,068GRT None Identified flag; Former Vessel Flag Malta; alt. Former Vessel Flag Tanzania; Additional Sanctions Information - Not on the SDN List and Not Subject to Secondary Sanctions; U.S. Persons Must Continue to Block this Property and Interests in this Property Pursuant to Executive Order 13599; For more information, please see: https://www.treasury.gov/resource-center/sanctions/Programs/Documents/jcpoa_faqs.pdf; Vessel Registration Identification IMO 9187655; MMSI 256842000 (vessel) [IRAN] (Linked To: NATIONAL IRANIAN TANKER COMPANY).

ABELIA (f.k.a. ASTARA; f.k.a. JUPITER) (9HDS9) Crude/Oil Products Tanker 99,087DWT 56,068GRT None Identified flag; Former Vessel Flag Tuvalu; alt. Former Vessel Flag Malta; Additional Sanctions Information - Not on the SDN List and Not Subject to Secondary Sanctions; U.S. Persons Must Continue to Block this Property and Interests in this Property Pursuant to Executive Order 13599; For more information, please see: https://www.treasury.gov/resource-center/sanctions/Programs/Documents/jcpoa_faqs.pdf; Vessel Registration Identification IMO 9187631; MMSI 256845000 (vessel) [IRAN] (Linked To: NATIONAL IRANIAN TANKER COMPANY).

AGRICULTURAL BANK OF IRAN (a.k.a. BANK KESHAVARZI; a.k.a. BANK KESHAVARZI IRAN), PO Box 14155-6395, 129 Patrice Lumumba St, Jalal-al-Ahmad Expressway, Tehran 14454, Iran; Additional Sanctions Information - Not on the SDN List and Not Subject to Secondary Sanctions; U.S. Persons Must Continue to Block the Property and Interests in Property of this Person Pursuant to Executive Order 13599; For more information, please see: https://www.treasury.gov/resource-center/sanctions/Programs/Documents/jcpoa_faqs.pdf; all offices worldwide [IRAN].

AHWAZ STEEL COMMERCIAL & TECHNICAL SERVICE GMBH ASCOTEC (f.k.a. AHWAZ STEEL COMMERCIAL AND TECHNICAL

Interests in Property of this Person Pursuant to Executive Order 13599; For more information, please see: https://www.treasury.gov/resource-center/sanctions/Programs/Documents/jcpoa_fa_qs.pdf; all offices worldwide [IRAN].

BANK KESHAVARZI IRAN (a.k.a.

AGRICULTURAL BANK OF IRAN; a.k.a. BANK KESHAVARZI), PO Box 14155-6395, 129 Patrice Lumumba St, Jalal-al-Ahmad Expressway, Tehran 14454, Iran; Additional Sanctions Information - Not on the SDN List and Not Subject to Secondary Sanctions; U.S.

Persons Must Continue to Block the Property and Interests in Property of this Person Pursuant to Executive Order 13599; For more information, please see:

https://www.treasury.gov/resource-center/sanctions/Programs/Documents/jcpoa_fa_qs.pdf; all offices worldwide [IRAN].

BANK MARKAZI IRAN (a.k.a. BANK MARKAZI

JOMHOURI ISLAMIC IRAN; a.k.a. CENTRAL BANK OF IRAN; a.k.a. CENTRAL BANK OF THE ISLAMIC REPUBLIC OF IRAN), PO Box 15875/7177, 144 Mirdamad Blvd, Tehran, Iran; 213 Ferdowsi Avenue, Tehran 11365, Iran;

Additional Sanctions Information - Not on the SDN List and Not Subject to Secondary Sanctions; U.S. Persons Must Continue to Block the Property and Interests in Property of this Person Pursuant to Executive Order 13599; For more information, please see:

https://www.treasury.gov/resource-center/sanctions/Programs/Documents/jcpoa_fa_qs.pdf [IRAN].

BANK MARKAZI JOMHOURI ISLAMIC IRAN

(a.k.a. BANK MARKAZI IRAN; a.k.a. CENTRAL BANK OF IRAN; a.k.a. CENTRAL BANK OF THE ISLAMIC REPUBLIC OF IRAN), PO Box 15875/7177, 144 Mirdamad Blvd, Tehran, Iran; 213 Ferdowsi Avenue, Tehran 11365, Iran;

Additional Sanctions Information - Not on the SDN List and Not Subject to Secondary Sanctions; U.S. Persons Must Continue to Block the Property and Interests in Property of this Person Pursuant to Executive Order 13599; For more information, please see:

https://www.treasury.gov/resource-center/sanctions/Programs/Documents/jcpoa_fa_qs.pdf [IRAN].

BANK MASKAN (a.k.a. HOUSING BANK (OF IRAN)), PO Box 11365/5699, No 247 3rd Floor

Fedowsi Ave, Cross Sarhang Sakhaei St, Tehran, Iran; Additional Sanctions Information - Not on the SDN List and Not Subject to Secondary Sanctions; U.S. Persons Must

Continue to Block the Property and Interests in Property of this Person Pursuant to Executive Order 13599; For more information, please see: https://www.treasury.gov/resource-center/sanctions/Programs/Documents/jcpoa_fa_qs.pdf; all offices worldwide [IRAN].

BANK MELLAT, Head Office Bldg, 327 Taleghani Ave, Tehran 15817, Iran; 327 Forsat and Taleghani Avenue, Tehran 15817, Iran; PO Box 375010, Amiryan Str #6, P/N-24, Yerevan,

Armenia; Keumkang Tower - 13th & 14th Floor, 889-13 Daechi-Dong, Gangnam-Ku, Seoul 135-280, Korea, South; PO Box 79106425, Ziya Gokalp Bulvari No 12, Kizilay, Ankara, Ankara, Turkey; Cumhuriyet Bulvari No 88/A, PK 7103521, Konak, Izmir, Turkey; Buyukdere Cad,

Cicek Sokak No 1 - 1 Levent, Levent, Istanbul, Turkey; Additional Sanctions Information - Not on the SDN List and Not Subject to Secondary Sanctions; U.S. Persons Must Continue to Block the Property and Interests in Property of this Person Pursuant to Executive Order 13599; For more information, please see: https://www.treasury.gov/resource-center/sanctions/Programs/Documents/jcpoa_fa_qs.pdf; all offices worldwide [IRAN].

BANK MELLI (a.k.a. BANK MELLI IRAN; a.k.a.

NATIONAL BANK OF IRAN), PO Box 11365-171, Ferdowsi Avenue, Tehran, Iran; 43 Avenue Montaigne, Paris 75008, France; Room 704-6, Wheelock Hse, 20 Pedder St, Central, Hong Kong; Bank Melli Iran Bldg, 111 St 24, 929

Arasat, Baghdad, Iraq; PO Box 2643, Ruwi, Muscat 112, Oman; PO Box 2656, Liva Street, Abu Dhabi, United Arab Emirates; PO Box 248, Hamad Bin Abdulla St, Fujairah, United Arab Emirates; PO Box 1888, Clock Tower, Industrial Rd, Al Ain Club Bldg, Al Ain, Abu Dhabi, United Arab Emirates; PO Box 1894, Baniyas St, Deira, Dubai City, United Arab Emirates; PO

Box 5270, Oman Street Al Nakheel, Ras Al-Khaimah, United Arab Emirates; PO Box 459, Al Borj St, Sharjah, United Arab Emirates; PO Box 3093, Ahmed Seddiqui Bldg, Khalid Bin El-Walid St, Bur-Dubai, Dubai City 3093, United Arab Emirates; PO Box 1894, Al Wasl Rd, Jumeirah, Dubai, United Arab Emirates;

Postfach 112 129, Holzbruecke 2, D-20459, Hamburg, Germany; Nobel Ave. 14, Baku, Azerbaijan; Unit 1703-4, 17th Floor, Hong Kong Club Building, 3 A Chater Road Central, Hong Kong; Esteghlal St., Opposite to Otbeh Ibn

Ghazvan Hall , Basrah, Iraq; Additional Sanctions Information - Not on the SDN List and Not Subject to Secondary Sanctions; U.S.

Persons Must Continue to Block the Property and Interests in Property of this Person Pursuant to Executive Order 13599; For more information, please see:

https://www.treasury.gov/resource-center/sanctions/Programs/Documents/jcpoa_fa_qs.pdf; all offices worldwide [IRAN].

BANK MELLI IRAN (a.k.a. BANK MELLI; a.k.a.

NATIONAL BANK OF IRAN), PO Box 11365-171, Ferdowsi Avenue, Tehran, Iran; 43 Avenue Montaigne, Paris 75008, France; Room 704-6, Wheelock Hse, 20 Pedder St, Central, Hong Kong; Bank Melli Iran Bldg, 111 St 24, 929

Arasat, Baghdad, Iraq; PO Box 2643, Ruwi, Muscat 112, Oman; PO Box 2656, Liva Street, Abu Dhabi, United Arab Emirates; PO Box 248, Hamad Bin Abdulla St, Fujairah, United Arab Emirates; PO Box 1888, Clock Tower, Industrial Rd, Al Ain Club Bldg, Al Ain, Abu Dhabi, United Arab Emirates; PO Box 1894, Baniyas St,

Deira, Dubai City, United Arab Emirates; PO Box 5270, Oman Street Al Nakheel, Ras Al-Khaimah, United Arab Emirates; PO Box 459, Al Borj St, Sharjah, United Arab Emirates; PO Box 3093, Ahmed Seddiqui Bldg, Khalid Bin El-Walid St, Bur-Dubai, Dubai City 3093, United Arab Emirates; PO Box 1894, Al Wasl Rd,

Jumeirah, Dubai, United Arab Emirates; Postfach 112 129, Holzbruecke 2, D-20459, Hamburg, Germany; Nobel Ave. 14, Baku, Azerbaijan; Unit 1703-4, 17th Floor, Hong Kong Club Building, 3 A Chater Road Central, Hong Kong; Esteghlal St., Opposite to Otbeh Ibn

Ghazvan Hall , Basrah, Iraq; Additional Sanctions Information - Not on the SDN List and Not Subject to Secondary Sanctions; U.S. Persons Must Continue to Block the Property and Interests in Property of this Person Pursuant to Executive Order 13599; For more information, please see:

https://www.treasury.gov/resource-center/sanctions/Programs/Documents/jcpoa_fa_qs.pdf; all offices worldwide [IRAN].

BANK MOSHTAREK-E IRAN VENEZUELA (a.k.a. IRANIAN-VENEZUELAN BI-NATIONAL BANK; a.k.a. JOINT IRAN-VENEZUELA BANK), Ahmad Ghasir St. (Bokharest), Corner of 15th St., Tose Tower, No.44-46, Tehran 1013830711, Iran; Additional Sanctions Information - Not on the SDN List and Not Subject to Secondary Sanctions; U.S. Persons Must Continue to Block the Property and Interests in Property of this Person Pursuant to Executive Order 13599; For more information, please see: https://www.treasury.gov/resource-center/sanctions/Programs/Documents/jcpoa_fa_qs.pdf; all offices worldwide [IRAN].

https://www.treasury.gov/resource-center/sanctions/Programs/Documents/jcpoa_fa_qs.pdf; all offices worldwide [IRAN].

BANK MOSHTAREK-E IRAN VENEZUELA

(a.k.a. IRANIAN-VENEZUELAN BI-NATIONAL BANK; a.k.a. JOINT IRAN-VENEZUELA BANK), Ahmad Ghasir St. (Bokharest), Corner of 15th St., Tose Tower, No.44-46, Tehran 1013830711, Iran; Additional Sanctions Information - Not on the SDN List and Not Subject to Secondary Sanctions; U.S. Persons Must Continue to Block the Property and Interests in Property of this Person Pursuant to Executive Order 13599; For more information, please see: https://www.treasury.gov/resource-center/sanctions/Programs/Documents/jcpoa_fa_qs.pdf; all offices worldwide [IRAN].

https://www.treasury.gov/resource-center/sanctions/Programs/Documents/jcpoa_fa_qs.pdf; all offices worldwide [IRAN].

Exhibit 15

Exhibit 15

SAFEGUARDING, LEGAL ADMINISTRATION OR LIQUIDATION

GHOLAM ZANDIAN JAZI

Print

Not entered on the Trade and Companies Register (RCS) PONTOISE

Address : 25 QUAI ANDRE CITROEN 75015 PARIS

[CERTIFICATE](#) |
 [PARTIES INVOLVED](#) |
 [RULINGS, ORDINANCES, MISCELLANEOUS DEPOSITS](#) |
 [DEADLINES, REPORT ON](#) |
 [ASSETS TO BE SOLD](#) |
 [OUTLOOK](#)

DEADLINES FOR PROCEEDINGS

PROCEEDINGS	DEADLINE	DUE DATE
Continuation of business under administration		
Declaration of liabilities to the administrator	2 MOIS	15/07/1998
File and serve the approved list of liabilities	12 MOIS	15/07/1999
Extension of the deadline for filing the list of liabilities		
Foreclosure report	12 MOIS	04/04/1999
Expiry of the deadline for claims	15 JOURS	18/07/2001
Expiry of the deadline for complaints	3 MOIS	17/08/1998
Deadline for examination of the closure of proceedings		
Deadline for extension of the examination of closure of proceedings		

REPORT ON LIABILITIES

Approved liabilities

Filed and served with the registry of the report of liabilities on 03/04/2001

Notice of filing published on the Bodacc on 05/02/2002 under number 0025A

0 creditors

Total : 3 048 980,34 EUR

Listed : 3 048 980,34

Exhibit 16

Exhibit 16

TRIBUNAL DE
COMMERCE
DE PONTOISE

JUGEMENT DU 20 Juillet 2005

7ème Chambre

N° PCL 1998J00252

M. Gholam ZANDIAN JASI
contre

Me CANET ES QUAL LJ M. ZANDIAN JASI GHOLAM

BANK MELLI IRAN

SYNDICAT DES COPROPRIETAIRES DE LA RESIDENCE DEFENSE 2000

N° RG: 2002L00750

DEMANDEUR

M. Gholam ZANDIAN JASI 6 Rue E. Fournier 75016 PARIS
comparant par SCP HYEST 39 Ave Victor Hugo 75116 PARIS

DEFENDEURS

1°) Me CANET 1 Rue de la Citadelle 95300 PONTOISE, es-
qualités de liquidateur judiciaire de M. ZANDIAN JASI
GHOLAM

comparant par SCP GAYRAUD Résidence de la Gare 95400
ARNOUVILLE LES GONESSE

2°) BANK MELLI IRAN 43 av Montaigne 75008 PARIS

comparant par Me OTTO 32 av de l'Opéra 75002 PARIS et par
Me BOSQUET 6 pl Notre Dame 95300 PONTOISE

3°) SYNDICAT DES COPROPRIETAIRES DE LA RESIDENCE
DEFENSE 2000 23 rue Louis Pouey 92 PUTEAUX représenté
par son syndic Cabinet LOISELET & DAIGREMONT Centre
Commercial Charras 92400 COURBEVOIE

comparant par Me RUIMY-CAHEN 22 rue de Paris 75002
PARIS

COMPOSITION DU TRIBUNAL

Décision contradictoire et en dernier ressort.

Débats, clôture des débats et mise en délibéré lors de
l'audience du 8 Juillet 2005 en Chambre du Conseil où
siégeaient M. SAHLER, Président, M. MAYER, M. BOURGET
Juges, assistés de M. GAUDICHEAU, Greffier d'Audience.

Délibérée par les mêmes Juges.

Prononcée à l'audience publique du 20 Juillet 2005 par M.
MAYER Président, M. ROUX, M. SAHLER Juges assistés de
Me HEQUET Greffier

La minute du présent jugement est signée par le Président et
par le Greffier

u

M

PROCEDURE

Par procès-verbal régularisé auprès du Greffe du Tribunal de Commerce de PONTOISE en date du 3 juillet 2002, Monsieur ZANDIAN JAZY Gholam, a formé un recours sur le fondement de l'article 25 du Décret modifié du 27 décembre 1985, à une ordonnance rendue par le Juge Commissaire de la liquidation judiciaire de Monsieur ZANDIAN JAZY Gholam en date du 21 juin 2002 sur le fondement de l'article L.622-16 du Code de Commerce, sur requête de Maître CANET ès qualité de Liquidateur judiciaire de Monsieur ZANDIAN JAZY Gholam, autorisant la vente aux enchères publiques d'un bien immeuble sis 23 rue Louis Pouey à PUTEAUX (92800) dépendant de l'actif de la liquidation précitée ,

Le recours se fonde sur des motifs développés à l'audience ,

Par suite la BANK MELLI IRAN, ainsi que le Syndicat des Copropriétaires de la résidence DEFENSE 2000 en leur qualité de créanciers inscrits, ont été régulièrement avisés par le Greffe de la présente procédure ,

L'affaire a été évoquée à l'audience du 6 septembre 2002, puis après renvois à l'audience du 8 juillet 2005, Monsieur ZANDIAN JAZY Gholam étant absent et non représenté ,

EXPOSE ET CONCLUSIONS DU DEMANDEUR A L'OPPOSITION

Monsieur ZANDIAN JAZY Gholam, représenté par la SCP HYEST & ASSOCIES expose dans ses écritures qu'il n'est pas justifié qu'il soit nécessaire de procéder à la vente aux enchères du bien immobilier en cause, en l'état de la situation active / passive de sa liquidation judiciaire ,

Il indique à cet effet que la créance de la banque MELLI IRAN d'un montant prétendu de 19 millions de francs est éteinte ,

Le demandeur explique par ailleurs que la banque LLOYD'S doit justifier du décompte des intérêts à déduire sur ses créances admises, décompte étant de nature à diminuer considérablement le montant du passif mis à sa charge ,

Il ajoute que la déclaration de créance de la société S.A. COMPUTER WORLD n'est pas justifiée ;

Monsieur ZANDIAN JAZY Gholam sollicite du Tribunal de constater qu'il n'est pas justifié de vendre l'appartement sis 23 rue Louis Pouey à PUTEAUX (92800), lui appartenant, en conséquence infirmer l'ordonnance entreprise en ce qu'elle a autorisé Maître CANET ès qualité, à procéder à ladite vente ;

REPOSE ET CONCLUSIONS DE MAÎTRE CANET ES QUALITE

Maître CANET ès qualité, représenté par Maître GAYRAUD conclut à la nécessité d'une vente dudit bien immobilier ;

Ainsi Maître CANET ès qualité, conclut au rejet du recours et à la confirmation de l'ordonnance critiquée en toutes ses dispositions ,

REPOSE ET CONCLUSIONS DU SYNDICAT DES COPROPRIETAIRES DEFENSE 2000

Le SYNDICAT DES COPROPRIETAIRES DEFENSE 2000, représenté par Maître RUIMY-CAHEN entend s'opposer aux prétentions de Monsieur ZANDIAN JAZY Gholam qui, selon lui sont purement dilatoires et infondées ,

Le défendeur estime que le seul moyen de régler les créanciers est de réaliser l'actif existant et s'associe à la position de Maître CANET ès qualité en demandant au Tribunal de débouter Monsieur ZANDIAN JAZY Gholam de l'ensemble de ses demandes fins et conclusions ,

u

M

REPONSE ET CONCLUSIONS DE LA BANK MELLI IRAN

La BANK MELLI IRAN, représentée par Maître OTTO et Maître BOSQUET conclut à la nécessité de la vente.

SUR QUOI, LE TRIBUNAL

SUR LA DEMANDE PRINCIPALE

Attendu qu'il résulte des explications des parties et des documents produits à la cause, notamment que Monsieur ZANDIAN JAZY Gholam a été mis en liquidation judiciaire par jugement du Tribunal de Céans en date du 3 avril 1998 ;

Que Maître CANET était désigné en qualité de Liquidateur ;

Que par ordonnance en date du 21 juin 2002, le juge-Commissaire de ladite procédure a autorisé Maître CANET ès qualité à poursuivre la vente aux enchères publiques d'un bien immobilier sis 23 rue Louis Pouey à Puteaux (92) appartenant à Monsieur ZANDIAN JAZY Gholam ;

Que Monsieur ZANDIAN JAZY Gholam a formé un recours contre cette décision sur le fondement de l'article 25 du Décret modifié du 27 décembre 1985 ,

Attendu que le demandeur indique que le passif estimé de la liquidation pourrait connaître de fortes variations ;

Que les défendeurs n'exposent pas d'argument de nature à remettre en cause le bien fondé de cette analyse ,

Attendu que la situation passive du débiteur n'est pas clairement établie ,

Qu'en conséquence, il n'apparaît pas justifié, à cette date, de mettre en vente le bien immobilier appartenant à Monsieur ZANDIAN JAZY Gholam, sis 23 rue Louis Pouey à Puteaux (92) ,

Attendu qu'il convient par conséquent d'infirmer l'ordonnance en date du 21 juin 2002 autorisant la vente dudit bien immobilier ;

SUR LES DEPENS

Attendu qu'il convient d'ordonner l'emploi des dépens en frais privilégiés de procédure collective ,

PAR CES MOTIFS

Le Tribunal, après en avoir délibéré conformément à la loi, statuant publiquement, par jugement contradictoire et en dernier ressort,

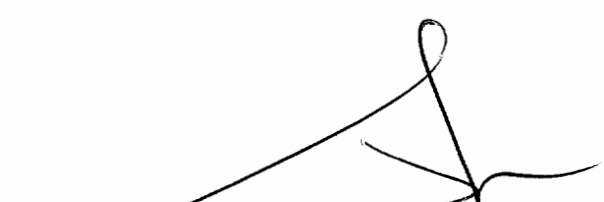
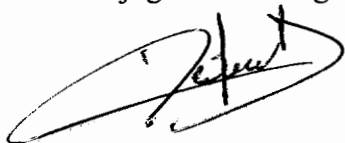
Déclare Monsieur ZANDIAN JAZY Gholam recevable et bien fondé en son recours contre l'ordonnance en date du 21 juin 2002,

Dit n'y avoir lieu à la mise en vente du bien immobilier appartenant à Monsieur ZANDIAN JAZY Gholam, sis 23 rue Louis Pouey à Puteaux (92)

Infirme l'ordonnance précitée,

Dit que les dépens du présent jugement seront employés en frais privilégiés de liquidation judiciaire,

La minute du jugement est signée par le Président et le Greffier



Par arrêt rendu le 21 septembre 2006, la Cour d'Appel de VERSAILLES a ordonné la réouverture des débats et invité les parties à faire valoir leurs observations sur les questions suivantes :

- l'appel est-il recevable au regard des dispositions de l'article L 623-4 précité ?
- l'irrecevabilité de l'appel peut elle être soulevée d'office ?

LE GREFFIER :



COMMERCIAL
COURT OF
PONTOISE

JUDGEMENT OF THE 20th of
July 2005 7th Court

N° PCL 1998J00252

Mr. Gholam ZANDIAN JASI
against
Me CANET ES QUAL LJ M. ZANDIAN JASI GHOLAM
BANK MELLI IRAN
UNION OF CO-OWNERS OF THE DEFENSE RESIDENCE 2000

N° RG: 2002L00750

APPLICANT

M. Gholam ZANDIAN JASI 6 Rue E. Fournier 75016 PARIS
appearing in court SCP HYEST 39 Ave Victor Hugo 75116
PARIS

DEFENDANTS

1°) Me CANET 1 Rue de la Citadelle 95300 PONTOISE, ex-
officio of the judicial liquidator of Mr. ZANDIAN JASI GHOLAM
appearing in court SCP GAYRAUD Résidence de la Gare
95400 ARNOUVILLE LES GONESSE

2) BANK MELLI IRAN 43 av Montaigne 75008 PARIS person
appearing in court Master OTTO 32 av de l'Opéra 75002
PARIS and through Master BOSQUET 6 pl Notre Dame 95300
PONTOISE

3°) UNION OF THE CO-OWNER OF THE DEFENSE
RESIDENCE 2000 23 rue Louis Pouey 92 PUTEAUX
represented by its trustee Cabinet LOISELET & DAIGREMONT
Centre Commercial Charras 92400 COURBEVOIE
person appearing in court Me RUIMY-CAHEN 22 rue de Paris
75002 PARIS

COMPOSITION OF THE COURT

Contradictory decision and in last resort

Debates, closure of debates and deliberation of the hearing of
the 8th of July 2005 in the Council Chamber where sat Mr.
SAHLER, President, Mr. MAYER, MR. BOURGET Judges,
assisted by Mr. GAUDICHEAU, Hearing Registrar

Deliberated by the same judges.

Pronounced at the public hearing of the 20th of July 2005 by
Mr. MAYER President, Mr. ROUX, MR. SAHLER Juges
assisted by Master HEQUET Registrar

The formal judgement is signed by the President and by the
Registrar

u

M

PROCEEDINGS

By minutes regularized from the Tribunal Registry of Commerce of PONTOISE dated 3 July 2002, Mister ZANDIAN JAZY Gholam, appealed on the basis of Article 25 of the amended decree of 27th of December 1985, with an order by Judge Commissioner of the judicial liquidation of Mr. ZANDIAN JAZY Gholam dated the 21st of June 2002 on the basis of Article L.622-16 of the Commercial Code on request of Master CANET in his capacity as Judicial Liquidator of Mr. ZANDIAN JAZY Gholam, authorizing the public auction of property at 23 rue Louis Pouey in PUTEAUX (92800) depending on the assets of the aforesaid liquidation,

The appeal is based on reasons stated in the hearing, Following, the BANK MELLI IRAN, as well as the Union of Co-Owners of the DEFENSE 2000 residence in their role as registered creditors, were regularly notified by the Registry of the present proceedings

The matter was discussed at the hearing on the 6th of September 2002, and after reference to the hearing of the 8th of July 2010, Mr. ZANDIAN JAZY Gholam was absent and not represented,

STATEMENT AND CONCLUSIONS OF THE APPLICANT TO THE OPPOSITION

Mr. ZANDIAN JAZY Gholam, represented by SCP HYEST & ASSOCIATES exposes in its pleadings that it is not justified that it is necessary to proceed with the public auction of the property in question, in the state of the active/passive position of its liquidation,

It states in this regard that the MELLI IRAN Bank's debt of an alleged 19 millions francs is without basis,

The applicant also explains that the LLOYD'S bank must justify the deduction of interest on its established claims, calculation is likely to significantly reduce the amount of the liability to be charged,

He added that the debt statement of the company S.A. COMPUTER WORLD is not justified;

Mr. ZANDIAN JAZY Gholam solicits the court to declare that it is not justified to sell the apartment at 23 rue Louis Pouey in PUTEAUX (92800), belonging to him, accordingly reverse the order that authorized Master CANET ex-officio to proceed with the sale;

RESPONSE AND CONCLUSIONS OF MASTER CANET EX-OFFICIO

Master CANET ex-officio, represented by Master GAYRAUD concluded the necessity of the sale of the aforementioned property;

Thus Master CANET ex-officio, concluded in the rejection of the appeal and confirmation of the criticised ordinance in its entirety

RESPONSE AND CONCLUSIONS OF THE UNION OF CO-OWNERS DEFENSE 2000

The UNION OF CO-OWNER DEFENSE 2000, represented by Master RUIMY-CAHEN intends to oppose the claims of Mr. ZANDIAN JAZY Gholam which, according to him are purely dilatory and unfounded ,

The defendant believes that the only way to settle with the creditors is to realise the existing assets and be active partners with Master CANET ex-officio by asking the Court to dismiss Mr. ZANDIAN JAZY Gholam of all of its requests for findings and conclusions,

u

M

RESPONS AND CONCLUSIONS OF THE MELLI IRAN BANK

The MELLI IRAN BANK, represented by Master OTTO and Master BOSQUET concluded that the sale is necessary.

ON WHAT, THE PROCEEDINGSON THE MAIN APPLICATION

It follows from the explanations of the parties and the documents produced in the case, notably that Mr. ZANDIAN JAZY Gholam was placed in receivership by judgement of Céans Court on the 3rd of April 1998 ;

By order dated the 21st of June 2002, the Commissioner of the aforementioned proceedings authorized Master CANET ex-officio to continue the public auction of a property located at 23 rue Louis Pouey in Puteaux (92) belonging to Mr. ZANDIAN JAZY Gholam ;

That Mr. ZANDIAN JAZY Gholam formed an appeal against this decision on the basis of Article 25 of the amended Decree of the 27th of December 1985 ,

The applicant indicates that the estimated liabilities of the liquidation may vary sharply ;

That the defendants do not put forth any arguments to challenge the validity of this analysis,

The passive situation of the debtor is not clearly established, Consequently, it does not seem justified, at that date, to sell the property belonging to Mr. ZANDIAN JAZY Gholam, 23 rue Louis Pouey in Puteaux (92),

It is therefore appropriate to set aside the order dates 21st of June 2002 authorizing the sale of real estate ;

ON COSTS

It is appropriate to order the use of privileged fees in collective proceedings.

FOR THESE REASONS

The Court, having deliberated in accordance with the law, publicly rule, by contradictory judgement and as a last resort,

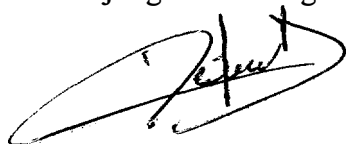
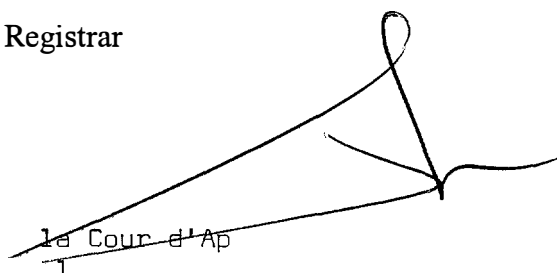
Declare Mr. ZANDIAN JAZY Gholam Déclare Monsieur ZANDIAN JAZY prima facie and well founded in his appeal against the order dated the 21st of June 2002,

Said there were no grounds for the sale of the property belonging to Mr. ZANDIAN JAZY Gholam, at 23 rue Louis Pouey in Puteaux (92)

The Ordinance infirm,

Said that the costs of this judgement will be used in privileged expenses liquidation,

The formal judgement is signed by the President and Registrar

1e Cour d'Ap
1

By judgement of the 21st of September 2006, p^{el} VERSAILLES ordered the reopening of debates and invited the parties to submit their comments on the following questions:

- Is the appeal admissible under the provisions of Article L 623-4 ?
- May the inadmissibility of the appeal be raised to office ?

THE REGISTRAR:





VANAN
GROUP OF COMPANIES

CERTIFICATE OF TRANSLATION

I, Bharathi Priya, Vendor Manager of Vanan Online Services, certify that our translator is fluent (conversant) in the French and English languages, and that the attached document is an accurate translation of the document attached entitled “**Zandian 2002L00750**”.

Dated 30th day of August, 2016.

Signed by : Bharathi Priya

Printed Name : Bharathi Priya

Vanana Online Services Pvt Ltd, US Address: 146 West 29th St, 7th Floor, New York, NY 10001

Indian Address: Door 57/9 Soundraya Colony, Anna Nagar West Ext., Anna Nagar, Chennai 600101

Ph. 866-221-3843

Vanana Online Services Pvt Ltd

ISO 9001:2008

Corporate Identity Number: U74900TN2009PTC073697

Exhibit 17

Exhibit 17

grosse déviance à SCP Gayraud le 29/11/11
à M^e Bessis le 23/12/11

TRIBUNAL DE
COMMERCE
DE PONTOISE

JUGEMENT DU 28 Novembre 2011
8ème Chambre

N° PCL 1998J00252

M. Gholam Reza ZANDIAN JAZI
contre
Me CANET ES-QUAL. LJ ZANDIAN JAZI
BANK MELLI IRAN
TRESORERIE PRINCIPALE DE PARIS
M. et Mme Jérôme BENHAMOU

N° RG: 2011L00791

DEMANDEUR

M. Gholam Reza ZANDIAN JAZI 8775 Costa Verder Boulevard
501 SAN DIAGO CA 92122 ETATS-UNIS D AMERIQUE
comparant par Me BOURIEZ BRUNET 39 av Victor Hugo
75116 PARIS et par la SCP HYEST ET ASSOCIES 39 Ave
Victor Hugo 75116 PARIS

DEFENDEURS

1°) Me CANET 1 rue de la Citadelle 95300 PONTOISE, es-
qualités de liquidateur judiciaire de M. Gholam ZANDIAN JAZI
comparant par la SCP GAYRAUD 13 bis rue de l Eperon
Résidence le Clos de l Eperon 95300 PONTOISE
2°) BANK MELLI IRAN 43 avenue Montaigne 75008 PARIS
Non comparant
3°) TRESORERIE PRINCIPALE DE PARIS 64 rue du Ranelagh
75016 PARIS
Non comparant
4°) M. et Mme Jérôme BENHAMOU 68 avenue Aristide Briand
92120 MONTRouGE
Comparant par M. Jérôme BENHAMOU assisté de Me BESSIS
37 rue du Four 75006 PARIS

COMPOSITION DU TRIBUNAL

Décision réputée contradictoire et en dernier ressort.
Débats, clôture des débats et mise en délibéré lors de
l'audience du 7 Novembre 2011 en Chambre du Conseil où
siégeaient M. Joël SAHLER, Président, M. Gabriel CORON,
Juge, M. Jean Pierre GENTON, Juge, assistés de M. Etienne
GAUDICHEAU, Greffier
Délibérée par les mêmes Juges.

Prononcée publiquement par mise à disposition du jugement au
greffe du Tribunal, conformément aux dispositions de l'article
450 du code de procédure civile.

La minute du présent jugement est signée par M. Jean-Pierre
GENTON Juge, le Président M. Joël SAHLER empêché et par
Mme Dominique MASMOUDI Greffier d'audience.

LES FAITS

Par jugement en date du 03 avril 1998, une procédure de liquidation judiciaire a été ouverte à l'égard de M. Gholam Reza ZANDIAN JAZI, Maître CANET a été nommé en qualité de liquidateur ,

Par ordonnance en date du 8 avril 2011, monsieur le juge commissaire à la liquidation judiciaire de monsieur Gholam Reza ZANDIAN JAZI a autorisé la vente de gré à gré d'un ensemble immobilier sis à 75016 PARIS, 6 rue E. FOURNIER au profit de monsieur et madame Jérôme BENHAMOU demeurant à Paris (75116), 22-24 avenue Raymond POINCARE pour le prix principal de 1 600 000 euros ; monsieur Gholam Reza ZANDIAN JAZI a formé opposition à cette ordonnance ,

PROCEDURE

Par procès-verbal en date 20 avril 2011, monsieur Gholam Reza ZANDIAN JAZI a formé opposition à une ordonnance rendue par monsieur le juge commissaire à la liquidation judiciaire de monsieur Gholam ZANDIAN JAZI ; cette ordonnance en date du 8 avril 2011 a autorisé la vente de gré à gré d'un ensemble immobilier sis à 75016 PARIS, 6 rue E. FOURNIER au profit de monsieur et madame Jérôme BENHAMOU demeurant à Paris (75116), 22-24 avenue Raymond POINCARE pour le prix principal de 1 600 000 euros ,

Par la suite M. Gholam Reza ZANDIAN JAZI, maître CANET es-qualités de liquidateur de M. Gholam Reza ZANDIAN JAZI, la BANK MELLI IRAN, la trésorerie principale de Paris et monsieur et madame Jérôme BENHAMOU ont été régulièrement avisés par le greffe de la présente procédure ,

L'affaire a été renvoyée à plusieurs reprises, pour finalement être plaidée le 7 novembre 2011, monsieur Gholam Reza ZANDIAN JAZI étant représenté par Maître BOURIEZ BRUNET, maître CANET, es-qualités de liquidateur de M. Gholam Reza ZANDIAN JAZI, étant représenté par maître GAYRAUD, monsieur et madame Jérôme BENHAMOU étant représentés par maître BESSIS (monsieur BENHAMOU étant présent), la BANK MELLI IRAN et la Trésorerie principale de Paris n'étant ni présents ni représentés ,

EXPOSE ET CONCLUSIONS DE MONSIEUR ZANDIAN JAZI

Maître BOURIEZ BRUNET présente à l'audience représente les intérêts de monsieur Gholam Reza ZANDIAN JAZI ; elle informe le Tribunal de céans de la vente d'un autre bien immobilier appartenant à monsieur Gholam ZANDIAN JAZI dans le cadre de sa liquidation judiciaire pour la somme de 300 000 euros et qu'elle a contesté devant le Tribunal de Grande Instance de PONTOISE l'état de collocation établi le 5 août 2011 par maître CANET, ès qualités; elle rappelle que la créance de la BANK MELLI IRAN au passif de monsieur Gholam Reza ZANDIAN JAZI n'est pas définitivement arrêtée , elle prétend en premier lieu qu'il y a possibilité de clôturer la liquidation judiciaire de monsieur Gholam Reza ZANDIAN JAZI par apport de fonds et informe le Tribunal d'un dépôt par monsieur Gholam Reza ZANDIAN JAZI sur un compte Carpa de l'étude de la somme de 150 000 euros et qu'il n'est donc plus nécessaire de vendre l'appartement objet de la procédure; sur une question du Tribunal, elle admet en deuxième lieu que le dépôt mentionné précédemment ne permettra pas de couvrir l'insuffisance de passif de la liquidation ;

Monsieur Gholam Reza ZANDIAN JAZI demande néanmoins au Tribunal de céans de faire droit à l'opposition formulée et d'infirmer l'ordonnance du Juge Commissaire en date du 8 avril 2011 ;

EXPOSE ET CONCLUSIONS DE MAITRE CANET LIQUIDATEUR

Maître GAYRAUD, présent à l'audience, représente les intérêts de Maître CANET, es qualités de liquidateur de monsieur Gholam Reza ZANDIAN JAZI ; il a déclaré s'en remettre à justice sur la demande d'opposition à ordonnance dans cette affaire, mais souligne simplement que l'attribution du produit de la vente de l'appartement ne suffirait pas à couvrir l'insuffisance de passif, dont le reliquat après vente se situerait entre 300 000 et 500 000 euros ,

EXPOSE ET CONCLUSIONS DE MONSIEUR BENHAMOU

Maître BESSIS, présent à l'audience, représente les intérêts de monsieur et madame Jérôme BENHAMOU, il rappelle que la liquidation judiciaire de monsieur Gholam Reza ZANDIAN JAZI a été prononcée il y a plus de dix ans, qu'il s'est porté acquéreur du bien immobilier en octobre 2010 à un prix très proche de celui fixée par une agence immobilière à la diligence de monsieur Gholam Reza ZANDIAN JAZI; que depuis lors il ne note que tergiversations au sujet de l'insuffisance d'actif ou de boni de liquidation; qu'il demande que l'opposition à ordonnance soit rejetée et que la vente puisse avoir lieu au plus tôt car les fonds sont bloqués sans intérêts, causant un préjudice financier,

Monsieur et madame Jérôme BENHAMOU demande ainsi au Tribunal de céans

De constater que le prix d'acquisition offert par eux est le plus juste;

De constater que monsieur Gholam Reza ZANDIAN JAZI ne produit aucun élément qui justifie son opposition et que celle-ci est de pure forme et sans fondement,

De confirmer l'ordonnance en date du 8 avril 2011;

A titre reconventionnel

De dire qu'ils ont subi un préjudice financier et moral résultant de la mauvaise foi et des manœuvres dolosives mises en œuvre par monsieur Gholam Reza ZANDIAN JAZI,

De condamner la liquidation judiciaire de monsieur Gholam Reza ZANDIAN JAZI au paiement de la somme de 60 000 euros à titre de dommages et intérêts,

De condamner la liquidation judiciaire de monsieur Gholam Reza ZANDIAN JAZI au paiement de la somme de 6 000 euros au titre de l'article 700 du CPC et aux entiers dépens;

EXPOSE ET CONCLUSIONS DE LA BANK MELLI IRAN

Bien que régulièrement convoquée, la BANK MELLI IRAN ne se présente pas à l'audience, ni personne à sa place, et ne présente pas d'observations écrites, laissant supposer s'en remettre à justice sur le bien fondé du recours de monsieur Gholam Reza ZANDIAN JAZI,

EXPOSE ET CONCLUSIONS DE LA TRESORERIE PRINCIPALE

Bien que régulièrement convoquée, la TRESORERIE PRINCIPALE DE PARIS ne se présente pas à l'audience, ni personne à sa place, et ne présente pas d'observations écrites, laissant supposer s'en remettre à justice sur le bien fondé du recours de monsieur Gholam Reza ZANDIAN JAZI;

SUR QUOI LE TRIBUNAL

Attendu que des conclusions nouvelles établies pour monsieur Gholam Reza ZANDIAN JAZI sont parvenues au greffe du tribunal de Céans le 8 novembre 2011, soit le lendemain de l'audience de plaidoirie,

Qu'elles n'ont ni été autorisées, ni soumises au contradictoire

Qu'il y a donc lieu de les rejeter;

SUR LA DEMANDE PRINCIPALE

Attendu qu'il résulte des explications des parties et des documents produits à la cause, notamment que monsieur Gholam Reza ZANDIAN JAZI a fait l'objet d'un jugement de liquidation judiciaire en date du 03 avril 1998 par le tribunal de céans,

Que par ordonnance en date du 8 avril 2011, monsieur le juge commissaire à la liquidation judiciaire de monsieur Gholam Reza ZANDIAN JAZI a autorisé la vente de gré à gré d'un ensemble immobilier sis à 75016 PARIS, 6 rue E. FOURNIER au profit de monsieur et madame Jérôme BENHAMOU demeurant à Paris (75116), 22-24 avenue Raymond POINCARÉ pour le prix principal de 1 600 000 euros;

Que monsieur Gholam ZANDIAN JAZI a formé opposition à cette ordonnance par procès-verbal en date du 20 avril 2011;

Que le tribunal de céans a connu de la vente d'un autre bien immobilier appartenant à monsieur Gholam ZANDIAN JAZI dans le cadre de sa liquidation judiciaire pour la somme de 300 000 euros et que monsieur Gholam Reza ZANDIAN JAZI a contesté devant le Tribunal de Grande Instance de PONTOISE l'état de collocation établi le 5 août 2011 par maître CANET, ès qualités;

Que la créance de la BANK MELLI IRAN au passif de monsieur Gholam Reza ZANDIAN JAZI n'est pas définitivement arrêtée ;

Que monsieur Gholam Reza ZANDIAN JAZI a apporté la somme de 150 000 euros sur un compte CARPA de la SCP HYEST ET ASSOCIES en date du 6 mai 2011 ;

Que le montant de la créance de la BANK MELLI IRAN au passif de la liquidation judiciaire de monsieur Gholam Reza ZANDIAN JAZI n'est toujours pas définitivement arrêté ;

Mais attendu que le produit de cette première vente ainsi que le dépôt de la somme de 150 000 euros mentionnée ci-avant ne sauraient être susceptibles de désintéresser entièrement les créanciers, les parties s'accordant pour estimer l'insuffisance de passif résiduel à plus de 300 000 euros ,

Qu'en conséquence, il y lieu de dire de monsieur Gholam Reza ZANDIAN JAZI mal fondé en son recours et de l'en débouter,

Qu'il y a donc lieu de confirmer l'ordonnance entreprise en l'ensemble de ses dispositions;

SUR LA DEMANDE DE DOMMAGES ET INTERETS

Attendu que Monsieur et madame Jérôme BENHAMOU ont sollicité l'allocation de la somme de 60 000 euros, arguant d'un préjudice financier et moral résultant de la mauvaise foi et des manœuvres dolosives mises en œuvre par monsieur Gholam Reza ZANDIAN JAZI;

Mais attendu que rien ne vient à l'appui de cette demande ; que Monsieur et madame Jérôme BENHAMOU doivent donc être déboutés de leur demande de dommages et intérêts;

SUR LA DEMANDE AU TITRE DE L'ARTICLE 700 DU CPC

Attendu que Monsieur et madame Jérôme BENHAMOU ont sollicité l'allocation de la somme de 6 000 euros, sur le fondement de l'article 700 du Code de Procédure Civile ,

Mais attendu que les circonstances de la cause ne commandent pas de faire droit à cette demande ; que Monsieur et madame Jérôme BENHAMOU doivent donc être déboutés de leur demande sur le fondement de l'article 700 du Code de Procédure Civile ;

SUR LES DEPENS

Attendu que la partie perdante doit être condamnée aux dépens, par application des dispositions de l'article 696 du code de procédure civile ;

Qu'il y aura lieu de laisser ceux-ci à la charge de monsieur Gholam Reza ZANDIAN JAZI ,

Sur le délibéré

Attendu que le tribunal a fait savoir aux parties, lors de la clôture des débats, qu'il rendra sa décision pour le 28 novembre 2011, date à laquelle le jugement sera tenu à la disposition de celles-ci au greffe de ce tribunal ;

PAR CES MOTIFS

Le Tribunal, après en avoir délibéré conformément à la loi, statuant publiquement par un jugement contradictoire et en dernier ressort,

Dit monsieur Gholam Reza ZANDIAN JAZI mal fondé en son opposition à l'ordonnance du Juge commissaire, l'en déboute,

Confirme l'ordonnance rendue le 08 avril 2011 dans l'ensemble de ses dispositions,

Dit Monsieur et madame Jérôme BENHAMOU mal fondés en leur demande de dommages et intérêts, les en déboute,

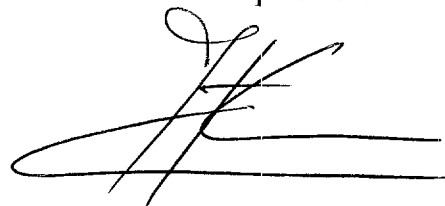
Dit Monsieur et madame Jérôme BENHAMOU mal fondés en leur demande au titre de l'article 700 du Code de procédure Civile, les en déboute,

Ordonne l'emploi des dépens en frais privilégiés de la procédure collective ;

La minute du présent jugement est signée par le Président et par le Greffier

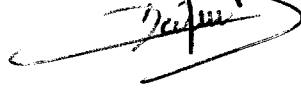
Le greffier

Le président

Par arrêt rendu le 7 juin 2012, la Cour d'Appel de VERSAILLES a dit que le juge-commissaire a statué dans les limites de ses attributions et n'a pas commis d'excès de pouvoir et a déclaré irrecevable l'appel-nullité formé par M. ZANDIAN JAZI à l'encontre du jugement rendu le 28 novembre 2011 par le Tribunal de Commerce de PONTOISE.

LE GREFFIER

A handwritten signature in black ink, appearing to be 'D. J. J.', written over the printed text 'LE GREFFIER'. The signature is stylized and somewhat illegible.

*A copy of the judgement is delivered to SCP Gayraud on 11-29-11
A copy of the judgement is delivered to Me Bessin on 12-23-11*

**COMMERCIAL
COURT
OF PONTOISE**

**JUDGEMENT OF NOVEMBER 28, 2011
8th Chamber**

N° PCL 1998J00252

Mr. Gholam Reza ZANDIAN JAZI
Against
Me CANET REPRESENTING L.J ZANDIAN JAZI
BANK MELLI IRAN
MAIN TREASURY OF PARIS
Mr. and Mrs. Jerome BENHAMOU

N° General Registry: 2011L00791

APPLICANT

Mr. Gholam Reza ZANDIAN JAZI 8775 Costa Verder Boulevard n°
501 SAN DIAGO CA, 92122 UNITED-STATES OF AMERICA
comparing by Me BOURIEZ BRUNET 39 Victor Hugo Avenue
75116 PARIS and by the SCP HYEST AND ASSOCIATED 39 Victor Hugo
Avenue 75116 PARIS

DEFENDANTS

1°) Me CANET 1 Citadelle (Citadel) Street 95300 PONTOISE, as legal
liquidator of Mr. Gholam ZANDIAN JAZI
comparing by the SCP GAYRAUD 13 bis Eperon Street
Residence Clos de l'Eperon 95300 PONTOISE
2°) BANK MELLI IRAN 43 Montaigne Avenue 75008 PARIS
Not appearing.
3°) MAIN TREASURY OF PARIS 64 Ranelagh Street
75016 PARIS
Not appearing
4°) Mr. and Mrs. Jerome BENHAMOU 68 Aristide Briand Avenue
92120 MONTROUGE
Comparing by Mr. Jerome BENHAMOU assisted by Me BESSIS
37 Four Street 75006 PARIS

COMPOSITION OF THE COURT

Deemed contradictory decision and in first instance.
Debates, closure of hearings and taken under advisement at
the hearing on November 7, 2011 in Council Chamber where
sat Mr. Joel SAHLER, President, Mr. Gabriel CORON,

Judge, Mr. Jean Pierre GENTON, Judge, assisted by Mr. Etienne GAUDICHEAU, Registrar.
Deliberated by the same Judges.

Pronounced publicly by provision of the judgment at Court Registry, in accordance with the provisions of Article 450 of the Code of Civil Procedure.
The minutes of this judgment is signed by Mr. Jean Pierre GENTON, Judge, the President Mr. Joel SAHLER prevented and by Mrs. Dominique MASMOUDI Registrar.

THE FACTS

By judgment dated on April 3, 1998, a legal liquidation procedure has been opened toward Mr. Gholam Reza ZANDIAN JAZI; Me CANET was nominated as liquidator,

By ordinance dated on April 8, 2011, Mr. the Commissioner Judge to the legal liquidation of Mr. Gholam Reza ZANDIAN JAZI authorized the sale by agreement of a property located at 75016 PARIS, 6 FOURNIER Street, for the benefit of Mr. and Mrs. Jerome BENHAMOU residing in Paris (75116), 22-24 Raymond POINCARE Avenue for the main price of 1 600 000 euros, Mr. Gholam Reza ZANDIAN JAZI opposed to this ordinance.

PROCEDURE

By minutes dated on April 20, 2011, Mr. Gholam Reza ZANDIAN JAZI opposed to an ordinance issued by Mr. the commissioner judge to the legal liquidation of Mr. Gholam ZANDIAN JAZI; this ordinance dated on April 8, 2011 authorized the sale by agreement of a property located at 75016 PARIS, 6 FOURNIER Street, for the benefit of Mr. and Mrs. Jerome BENHAMOU residing in Paris (75116), 22-24 Raymond POINCARE Avenue for the main price of 1 600 000 euros,

Thereafter Mr. Gholam Reza ZANDIAN JAZI, Maître CANET as liquidator of Mr. Gholam Reza ZANDIAN JAZI, the BANK MELLI IRAN, the main treasury of Paris and Mr. and Mrs. Jerome BENHAMOU were regularly notified by the Registry of this procedure.

The case was referred several times to be finally pleaded on November 7, 2011, Mr. Gholam Reza ZANDIAN JAZI being represented by Me BOURIEZ BRUNET, Me CANET, as liquidator of Mr. Gholam Reza ZANDIAN JAZI, being represented by Me GAYRAUD, Mr. et Mrs. Jerome BENHAMOU being represented by Me BESSIS (Mr. BENHAMOU being present), the BANK MELLI IRAN and the main Treasury of Paris being neither present nor represented.

STATEMENT AND CONCLUSIONS OF Mr. ZANDIAN JAZI

Me BOURIEZ BRUNET; present at the hearing; represents the interests of Mr. Gholam Reza ZANDIAN JAZI. She informed the Court of the sale of another property belonging to Mr. Gholam ZANDIAN JAZI as part of his legal liquidation for an amount of 300 000 euros. And that she contested in the High Court of PANTOISE the schedule of claims established on August 5, 2011 by Me CANET, she recalls that the debt claim of the BANK MELLI IRAN within the liability of Mr. Gholam Reza ZANDIAN JAZI is not definitively approved. She claims primarily that it is possible to conclude the legal liquidation of Mr. Gholam Reza ZANDIAN JAZI by a contribution of funds, and informs the Court of a deposit by Mr. Gholam Reza ZANDIAN JAZI on a CARPA account of the sum of EUR 150 000. Therefore, there is no need to sell the apartment subject of the proceedings. On a question of the court, she admits secondly that the deposit mentioned previously will not allow covering the insufficiency of the liquidation liability;

Nevertheless, Mr. Gholam Reza ZANDIAN JAZI requests to this Court to grant the opposition formulated and set aside the ordinance of the Commissioner Judge dated on April 8, 2011;

STATEMENT AND CONCLUSIONS OF Me CANET LIQUIDATOR

Maître Gayraud, present at the hearing; represents the interests of Me CANET, as liquidator of Mr. Gholam Reza ZANDIAN JAZI. He declared to refer to justice on the request of the opposition to

the ordinance in this case, but he simply underlines that the allocation of the profits from the sale of the apartment is not sufficient to cover the insufficiency of liability, of which the remaining after sale will be between 300 000 et 500 000 Euros.

STATEMENT AND CONCLUSIONS OF Mr. BENHAMOU

Maître BESSIS, present at the hearing, represents the interests of Mr. and Mrs. Jerome BENHAMOU. He recalls that the liquidation of Mr. Gholam Reza ZANDIAN JAZI was pronounced more than ten years ago. That he has acquired the property in October 2010 in a price very close to the price fixed by an estate agency at the behest of Mr. Gholam Reza ZANDIAN JAZI. That since then, he notes only prevarications on the active insufficiency or the liquidation surplus; that he requests that the opposition to the Ordinance be rejected and that the sale could take place at the earliest, because the funds are blocked without interests, causing a financial damage;

Mr. and Mrs. Jerome BENHAMOU request then to this Court

To note that the the acquisition price offered by them is the fairest;

To note that Mr. Gholam Reza ZANDIAN JAZI produces no evidence that justifies his opposition and that it is formally baseless;

To confirm the ordinance dated on April 8, 2011;

As a counterclaim

To say that they have suffered financial and moral damage resulting from the bad faith and the fraudulent tactics implemented by Mr. Gholam Reza ZANDIAN JAZI;

To condemn the legal liquidation of Mr. Gholam Reza ZANDIAN JAZI for the payment of an amount of 60 000 Euros for damages and interests.

To condemn the legal liquidation of Mr. Gholam Reza ZANDIAN JAZI for the payment of an amount of 6 000 Euros pursuant to Article 700 of CCP and all costs;

STATEMENT AND CONCLUSIONS OF THE BANK MELLI IRAN

Regularly summoned, the BANK MELLI IRAN does not attend the hearing, nor anyone in his place, and does not present written submissions, implying to defer to justice on the merits of the appeal of Mr. Gholam Reza ZANDIAN JAZI.

STATEMENT AND CONCLUSIONS OF THE MAIN TREASURY

Regularly summoned, the MAIN TREASURY OF PARIS does not attend the hearing, nor anyone in his place, and does not present written submissions, implying to defer to justice on the merits of the appeal of Mr. Gholam Reza ZANDIAN JAZI.

WHEREUPON, THE COURT

Given that, from the new conclusions drawn up by Mr. Gholam Reza ZANDIAN JAZI were received on the registry of this court on November 8, 2011, the day after the oral hearing.

That they neither have been approved nor subject to contradictory.

That they must therefore be rejected;

ON THE MAIN APPLICATION

Given that, it results from the explanations of the parties and the documents produced to the cause, in particular, that Mr. Gholam Reza ZANDIAN JAZI has been subject of a judgment of legal liquidation dated on April 3, 1998 by this Court.

That by ordinance dated on April 8, 2011, Mr. the commissioner Judge to the legal liquidation of Mr. Gholam Reza ZANDIAN JAZI, authorized the sale by agreement of a property located at 75016 PARIS, 6 FOURNIER Street, for the benefit of Mr. and Mrs. Jerome BENHAMOU residing in Paris (75116), 22-24 Raymond POINCARE Avenue for the main price of 1 600 000 euros;

That Mr. Gholam Reza ZANDIAN JAZI opposed to this ordinance by minutes dated on April 20, 2011;

That this Court has known about the sale of another property belonging to Mr. Gholam ZANDIAN JAZI as part of his legal liquidation for an amount of 300 000 euros and that Mr. Gholam ZANDIAN JAZI contested in the High Court of PANTOISE the schedule of claims established on August 5, 2011 by Me CANET;

That the debt of the BANK MELLI IRAN in the liability of Mr. Gholam Reza ZANDIAN JAZI is not definitively approved;

That Mr. Gholam Reza ZANDIAN JAZI provided the amount of 150 000 000 euros on a CARPA account of the SCP HYEST AND ASSOCIATED dated on May 6, 2011;

That the amount of the debt of the BANK MELLI IRAN in the liability of Mr. Gholam Reza ZANDIAN JAZI of the legal liquidation of Mr. Gholam Reza ZANDIAN JAZI is still not definitively approved;

But that the product of this first sale and the deposit of the sum of EUR 150 000 mentioned above cannot be sufficient to fully pay off the creditors, the parties agreeing to estimate the insufficiency of this residual liabilities over 300 000 euros,

That consequently, to Mr. Gholam Reza ZANDIAN JAZI unfounded in his appeal and to dismiss it,

That it is therefore appropriate to confirm the undertaken ordinance in all its provisions;

ON THE APPLICATION FOR THE DAMAGES AND INTERESTS

Given that Mr. and Mrs. Jerome BENHAMOU have requested the allocation of the sum of 60 000 Euros, arguing for financial and moral damage resulting from the bad faith and the fraudulent tactics implemented by Mr. Gholam Reza ZANDIAN JAZI;

However, given that nothing comes in support of this application, that the request of Mr. and Mrs. Jerome BENHAMOU for Damage and Interests may be rejected.

ON THE APPLICATION PURSUANT TO ARTICLE 700 OF CCP

Given that Mr. and Mrs. Jerome BENHAMOU have requested the allocation of a sum of 6 000 Euros, on the basis of Article 700 of the Code of Civil Procedure,

However, given that, the circumstances of the case do not order to grant this request; that the request of Mr. and Mrs. Jerome BENHAMOU may be rejected on the basis of Article 700 of the Code of Civil Procedure,

ON THE EXPENSES

Given that, the losing party shall pay the costs, pursuant to the provisions of Article 696 of the Code of Civil Procedure;

That they would be charged to Mr. Gholam Reza ZANDIAN JAZI;

On the advisement

Given that, the court notified the parties, at the closure of the hearing, that it will referred the decision to November 28, 2011, date in which the judgement will be made available to them at the Registry of this court;

FOR THESE REASONS

The Court after deliberation according to the law, acting publicly, by judgment deemed contradictory and in first instance.

States Mr. Gholam Reza ZANDIAN JAZI unfounded in his opposition to the ordinance of the commissioner judge, dismiss him.

Confirms the ordinance issued on April 8, 2011 in all its provisions;

States Mr. and Mrs. Jerome BENHAMOU unfounded on their application for damage and interests, dismiss them.

States Mr. and Mrs. Jerome BENHAMOU unfounded on their application pursuant to Article 700 of the Code of Civil Procedure, dismiss them.

Orders the use of costs in privileged expenses of the collective proceedings;

The minutes of this judgement is signed by the President and by the Registrar.

The Registrar

The President

By judgement given on June 7, 2012, the Court of Appeal of VERSAILLES announced that the Commissioner Judge stated within the limits of his assignments and has not committed an abuse of power and declared inadmissible the nullity appeal formed by Mr. Gholam Reza ZANDIAN JAZI against the judgement issued on November 28, 2011 by the Commercial Court of PONTOISE.

The Registrar



CERTIFICATE OF TRANSLATION

I, Bharathi Priya, Vendor Manager of Vanan Online Services, certify that our translator is fluent (conversant) in the French and English languages, and that the attached document is an accurate translation of the document attached entitled “**Zandian 2002L00751, Zandian 2007L01292 and Zandian 2011L00791**”.

Dated 19th day of September, 2016.

Signed by : Bharathi Priya

Printed Name : Bharathi Priya

Vanan Online Services Pvt Ltd, US Address: 146 West 29th St, 7th Floor, New York, NY 10001

Indian Address: Door 57/9 Soundraya Colony, Anna Nagar West Ext., Anna Nagar, Chennai 600101

Ph. 866-221-3843

Vanan Online Services Pvt Ltd

ISO 9001:2008

Corporate Identity Number: U74900TN2009PTC073697

Exhibit 18

Exhibit 18

IN THE SUPREME COURT OF THE STATE OF NEVADA

REZA ZANDIAN, A/K/A GOLAMREZA
ZANDIANJAZI, A/K/A GHOLAM REZA
ZANDIAN, A/K/A REZA JAZI A/K/A J.
REZA JAZI, A/K/A G. REZA JAZI, A/K/A
GHONOREZA ZANDIAN JAZI, AN
INDIVIDUAL,

Appellant,

vs.

JED MARGOLIN, AN INDIVIDUAL,
Respondent.

REZA ZANDIAN A/K/A GOLAMREZA
ZANDIANJAZI A/K/A GHOLAM REZA
ZANDIAN A/K/A REZA JAZI A/K/A J.
REZA JAZI A/K/A G. REZA JAZI A/K/A
GHOLAMREZA ZANDIAN JAZI, AN
INDIVIDUAL,

Appellant,

vs.

JED MARGOLIN, AN INDIVIDUAL,
Respondent.

No. 65205

FILED

OCT 19 2015

TRACIE K. LINDEMAN
CLERK OF SUPREME COURT
BY *S. Young*
DEPUTY CLERK

No. 65960

ORDER OF AFFIRMANCE

These are appeals from district court post-judgment orders denying an NRCP 60(b) motion and awarding attorney fees and costs in a deceptive trade practice action. First Judicial District Court, Carson City; James Todd Russell, Judge.

Appellant's general denial was stricken by the district court as a sanction for failure to respond to discovery requests. A default judgment was thereafter entered against appellant and attorney fees and costs were awarded to respondent. Over five months after the entry of the default judgment, appellant filed an NRCP 60(b) motion seeking to set aside the

default judgment, which was denied by the district court. These appeals followed.¹

The district court has broad discretion in deciding whether to grant or deny an NRCP 60(b) motion to set aside a judgment, and this court will not disturb that decision absent an abuse of discretion. *Cook v. Cook*, 112 Nev. 179, 181-82, 912 P.2d 264, 265 (1996); *see also NC-DSH, Inc. v. Garner*, 125 Nev. 647, 657-58, 218 P.3d 853, 861 (2009) (specifying that this court reviews a district court's denial of NRCP 60(b) relief for an abuse of discretion). Having reviewed the parties' briefs and appendices, we perceive no abuse of discretion in the district court's denial of appellant's NRCP 60(b) motion. The district court found that appellant failed to promptly move to set aside the default judgment, he did not show that he lacked intent to delay by failing to respond to the discovery requests and motions in the case, and he demonstrated inexcusable neglect by willfully failing to respond to or participate in the action. *See Kahne v. Orme*, 108 Nev. 510, 513-516, 835 P.2d 790, 792-94 (1992) (setting forth the factors a district court must consider in deciding an NRCP 60(b) motion), *overruled in part by Epstein v. Epstein*, 114 Nev. 1401, 950 P.2d 771 (1997). Accordingly, we affirm the district court's denial of appellant's NRCP 60(b) motion.

We further conclude that the district court did not abuse its discretion in awarding attorney fees and costs to respondent. Although NRS 598.0999(2) addresses public causes of action, NRS 41.600 provides for a private cause of action for deceptive trade practices under NRS

¹We elect to consolidate these appeals for disposition. *See* NRAP 3(b).

598.0915 to NRS 598.0925 and mandates the award of attorney fees and costs to the claimant if they are the prevailing party. We further conclude that the district court did not abuse its discretion in finding respondent's counsel's hourly rate reasonable. *See Gunderson v. D.R. Horton, Inc.*, 130 Nev., Adv. Op. 9, 319 P.3d 606, 615 (2014) (stating that this court reviews an award or denial of attorney fees and costs for an abuse of discretion); *Brunzell v. Golden Gate Nat'l Bank*, 85 Nev. 345, 349-50; 455 P.2d 31, 33 (1969). Accordingly, we perceive no abuse of discretion in the district court's decision and affirm its award of attorney fees and costs.

It is so ORDERED.

 J.

Saitta

 J.

Gibbons

 J.

Pickering

cc: Hon. James Todd Russell, District Judge
David Wasick, Settlement Judge
Kaempfer Crowell/Carson City
Kaempfer Crowell/Reno
Watson Rounds
Carson City Clerk

Exhibit 19

Exhibit 19

1 A review of this matter reflects that this Court can and should issue a Writ of Execution
2 on the Default Judgment issued on June 24, 2013 and Order on Motion for Order Allowing Costs
3 and Necessary Disbursements et al., dated May 19, 2014. There is no automatic stay with regard
4 to enforcement of judgments. The way to stop enforcement of a judgment is to post a
5 supersedeas bond and request a stay in accordance with NRCP 62(d). This Court is not divested
6 with jurisdiction to issue a Writ of Execution. *Mack-Manley v. Manley*, 122 Nev. 849, 855, 138
7 P.3d 525 (2006) and *Foster v. Dingwall*, 126 Nev. Ad. Op. 5, 228 P.3d 453 (2010).

9 Therefore, good cause appearing,

10 IT IS HEREBY ORDERED that the Clerk at this time will issue a Writ of Execution
11 upon the Default Judgment entered on June 24, 2013 and Order issued on May 19, 2014.

12 **IT IS SO ORDERED.**

13 Dated this 18th day of August, 2014.

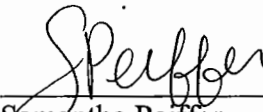
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18 JAMES T. RUSSELL
19 DISTRICT JUDGE
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CERTIFICATE OF MAILING

I hereby certify that on the 18th day of August, 2014, I served a copy of the foregoing
by placing the foregoing in the United States Mail, postage prepaid, addressed as follows:

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

Jason D. Woodbury, Esq.
Kaempfer Crowell
510 West Fourth Street
Carson City, NV 89703



Samantha Peiffer
Law Clerk, Dept. 1

Exhibit 20

Exhibit 20

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

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

11
12 JED MARGOLIN, an individual,

Case No.: 090C00579 1B

13 Plaintiff,

Dept. No.: 1

14 vs.

WRIT OF EXECUTION

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

22 Defendants.
23

THE PEOPLE OF THE STATE OF NEVADA:

To the Sheriff/Constable of Clark County, Nevada, Greetings:

24
25
26 On June 24, 2013, a judgment was entered by the above entitled Court in the above-
27 entitled action in favor of Plaintiff Jed Margolin as Judgment Creditor and against Defendants,
28 jointly and severally as Judgment Debtor for damages, pre-judgment interest, attorney's fees

1 and costs in amount of \$1,495,775.74. Notice of entry of Default Judgment was served on
2 June 26, 2013 and filed on June 27, 2013.

3 WHEREAS, according to an affidavit or a memorandum of costs after judgment, or
4 both, filed herein, it appears that further sums have accrued since the entry of judgment, to wit:

5 \$31,247.50 attorney's fees,

6 \$63,684.40 accrued interest, and

7 \$1,355.17 accrued costs, together with a \$10.00 fee for the issuance of this writ, making a
8

9 total of:

10 \$96,287.07 as accrued costs, accrued interest, and fees.

11 Credit must be given for payments and partial satisfactions in the amount of
12 \$0.00 which is to be first credited against the total accrued costs and accrued interest, with any
13 excess credited against the judgment as entered, leaving a net balance of: \$1,592,062.81
14 actually due on the date of the issuance of this writ of which \$1,495,775.74 bears interest at
15 5.25% percent per annum, in the amount of \$215.15 per day from April 19, 2014 to the date of
16 levy, to which must be added the commissions and costs of the officer executing this writ.

17
18 **NOW, THEREFORE, CONSTABLE/SHERIFF OF CLARK COUNTY**, you are
19 hereby commanded to satisfy this judgment with interest and costs as provided by law, out of
20 the following real property belonging to the debtor in the said county, and make return to this
21 writ within not less than 10 days or more than 60 days endorsed thereon with what you have
22 done.

23 Debtor's real properties in Clark County are described as follows:

- 24 1. Clark County APN: 071-02-000-013
25 Situs: Moapa Valley
26 Legal Description: PT SE4 NE4 SEC 02 16 68
Section 02, Township 16, Range 68

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2. Clark County APN: 071-02-000-005
Situs: Moapa Valley
Legal Description: PT NE4 NE4 SEC 02 16 68
Section 02, Township 16, Range 68

DATED: this 5 day of September, 2014.

ALAN GLOVER, Clerk

By:  _____, Deputy

NOTICE OF EXECUTION

YOUR PROPERTY IS BEING ATTACHED OR
YOUR WAGES ARE BEING GARNISHED

A court has determined that you owe money to _____ (name of person), the judgment creditor. The judgment creditor has begun the procedure to collect that money by garnishing your wages, bank account and other personal property held by third persons or by taking money or other property in your possession.

Certain benefits and property owned by you may be exempt from execution and may not be taken from you. The following is a partial list of exemptions:

1. Payments received pursuant to the federal Social Security Act, including, without limitation, retirement and survivors' benefits, supplemental security income benefits and disability insurance benefits.
2. Payments for benefits or the return of contributions under the Public Employees' Retirement System.
3. Payments for public assistance granted through the Division of Welfare and Supportive Services of the Department of Health and Human Services or a local governmental entity.
4. Proceeds from a policy of life insurance.
5. Payments of benefits under a program of industrial insurance.
6. Payments received as disability, illness or unemployment benefits.
7. Payments received as unemployment compensation.
8. Veteran's benefits.
9. A homestead in a dwelling or a mobile home, not to exceed \$550,000, unless:
 - (a) The judgment is for a medical bill, in which case all of the primary dwelling, including a mobile or manufactured home, may be exempt.
 - (b) Allodial title has been established and not relinquished for the dwelling or mobile home, in which case all of the dwelling or mobile home and its appurtenances are exempt, including the land on which they are located, unless a valid waiver executed pursuant to NRS 115.010 is applicable to the judgment.
10. All money reasonably deposited with a landlord by you to secure an agreement to rent or lease a dwelling that is used by you as your primary residence, except that such money is not exempt with respect to a landlord or landlord's successor in interest who seeks to enforce the terms of the agreement to rent or lease the dwelling.
11. A vehicle, if your equity in the vehicle is less than \$15,000.
12. Seventy-five percent of the take-home pay for any workweek, unless the weekly take-home pay is less than 50 times the federal minimum hourly wage, in which case the entire amount may be exempt.
13. Money, not to exceed \$500,000 in present value, held in:
 - (a) An individual retirement arrangement which conforms with the applicable limitations and requirements of section 408 or 408A of the Internal Revenue Code, 26 U.S.C. §§ 408 and 408A;
 - (b) A written simplified employee pension plan which conforms with the applicable limitations and requirements of section 408 of the Internal Revenue Code, 26 U.S.C. § 408;
 - (c) A cash or deferred arrangement that is a qualified plan pursuant to the Internal Revenue Code;
 - (d) A trust forming part of a stock bonus, pension or profit-sharing plan that is a qualified plan pursuant to sections 401 et seq. of the Internal Revenue Code, 26 U.S.C. §§ 401 et seq.; and
 - (e) A trust forming part of a qualified tuition program pursuant to chapter 353B of NRS, any applicable regulations adopted pursuant to chapter 353B of NRS and section 529 of the Internal Revenue Code, 26 U.S.C. § 529, unless the money is deposited after the entry of a judgment against the purchaser or account owner or the money will not be used by any beneficiary to attend a college or university.
14. All money and other benefits paid pursuant to the order of a court of competent jurisdiction for the support, education and maintenance of a child, whether collected by the judgment debtor or the State.
15. All money and other benefits paid pursuant to the order of a court of competent jurisdiction for the support and maintenance of a former spouse, including the amount of any arrearages in the payment of such support and maintenance to which the former spouse may be entitled.
16. Regardless of whether a trust contains a spendthrift provision:
 - (a) A present or future interest in the income or principal of a trust, if the interest has not been distributed from the trust;
 - (b) A remainder interest in the trust whereby a beneficiary of the trust will receive property from the trust outright at some time in the future under certain circumstances;
 - (c) A discretionary power held by a trustee to determine whether to make a distribution from the trust, if the interest has not been distributed from the trust;
 - (d) The power to direct dispositions of property in the trust, other than such a power held by a trustee to distribute property to a beneficiary of the trust;
 - (e) Certain powers held by a trust protector or certain other persons;
 - (f) Any power held by the person who created the trust; and

(g) Any other property of the trust that has not been distributed from the trust. Once the property is distributed from the trust, the property is subject to execution.

17. If a trust contains a spendthrift provision:

(a) A mandatory interest in the trust in which the trustee does not have discretion concerning whether to make the distribution from the trust, if the interest has not been distributed from the trust;

(b) A support interest in the trust in which the standard for distribution may be interpreted by the trustee or a court, if the interest has not been distributed from the trust; and

(c) Any other property of the trust that has not been distributed from the trust. Once the property is distributed from the trust, the property is subject to execution.

18. A vehicle for use by you or your dependent which is specially equipped or modified to provide mobility for a person with a permanent disability.

19. A prosthesis or any equipment prescribed by a physician or dentist for you or your dependent.

20. Payments, in an amount not to exceed \$16,150, received as compensation for personal injury, not including compensation for pain and suffering or actual pecuniary loss, by the judgment debtor or by a person upon whom the judgment debtor is dependent at the time the payment is received.

21. Payments received as compensation for the wrongful death of a person upon whom the judgment debtor was dependent at the time of the wrongful death, to the extent reasonably necessary for the support of the judgment debtor and any dependent of the judgment debtor.

22. Payments received as compensation for the loss of future earnings of the judgment debtor or of a person upon whom the judgment debtor is dependent at the time the payment is received, to the extent reasonably necessary for the support of the judgment debtor and any dependent of the judgment debtor.

23. Payments received as restitution for a criminal act.

24. Personal property, not to exceed \$1,000 in total value, if the property is not otherwise exempt from execution.

25. A tax refund received from the earned income credit provided by federal law or a similar state law.

26. Stock of a corporation described in subsection 2 of NRS 78.746 except as set forth in that section.

↳ These exemptions may not apply in certain cases such as a proceeding to enforce a judgment for support of a person or a judgment of foreclosure on a mechanic's lien. You should consult an attorney immediately to assist you in determining whether your property or money is exempt from execution. If you cannot afford an attorney, you may be eligible for assistance through Nevada Legal Services. If you do not wish to consult an attorney or receive legal services from an organization that provides assistance to persons who qualify, you may obtain the form to be used to claim an exemption from the clerk of the court.

PROCEDURE FOR CLAIMING EXEMPT PROPERTY

If you believe that the money or property taken from you is exempt, you must complete and file with the clerk of the court an executed claim of exemption. A copy of the claim of exemption must be served upon the sheriff, the garnishee and the judgment creditor within 10 days after the notice of execution or garnishment is served on you by mail pursuant to NRS 21.076 which identifies the specific property that is being levied on. The property must be released by the garnishee or the sheriff within 9 judicial days after you serve the claim of exemption upon the sheriff, garnishee and judgment creditor, unless the sheriff or garnishee receives a copy of an objection to the claim of exemption and a notice for a hearing to determine the issue of exemption. If this happens, a hearing will be held to determine whether the property or money is exempt. The objection to the claim of exemption and notice for the hearing to determine the issue of exemption must be filed within 8 judicial days after the claim of exemption is served on the judgment creditor by mail or in person and served on the judgment debtor, the sheriff and any garnishee not less than 5 judicial days before the date set for the hearing. The hearing to determine whether the property or money is exempt must be held within 7 judicial days after the objection to the claim of exemption and notice for the hearing is filed. You may be able to have your property released more quickly if you mail to the judgment creditor or the attorney of the judgment creditor written proof that the property is exempt. Such proof may include, without limitation, a letter from the government, an annual statement from a pension fund, receipts for payment, copies of checks, records from financial institutions or any other document which demonstrates that the money in your account is exempt.

IF YOU DO NOT FILE THE EXECUTED CLAIM OF EXEMPTION WITHIN THE TIME SPECIFIED, YOUR PROPERTY MAY BE SOLD AND THE MONEY GIVEN TO THE JUDGMENT CREDITOR, EVEN IF THE PROPERTY OR MONEY IS EXEMPT.

(Added to NRS by 1989, 1135; A 1991, 811, 1412; 1995, 227, 1071; 1997, 265, 3412; 2003, 1010, 1812; 2005, 382, 1012, 2228; 2007, 2708, 3016)

Exhibit 21

Exhibit 21

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

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

10
11
12 JED MARGOLIN, an individual,

13 Plaintiff,

14 vs.

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

22 Defendants.

Case No.: 090C00579 1B

Dept. No.: 1

WRIT OF EXECUTION

23 **THE PEOPLE OF THE STATE OF NEVADA:**

24 **To the Sheriff of Washoe County, Nevada, Greetings:**

25
26 On June 24, 2013, a judgment was entered by the above entitled Court in the above-
27 entitled action in favor of Plaintiff Jed Margolin as Judgment Creditor and against Defendants,
28 jointly and severally as Judgment Debtor for damages, pre-judgment interest, attorney's fees

1 and costs in amount of \$1,495,775.74. Notice of entry of Default Judgment was served on
2 June 26, 2013 and filed on June 27, 2013.

3 WHEREAS, according to an affidavit or a memorandum of costs after judgment, or
4 both, filed herein, it appears that further sums have accrued since the entry of judgment, to wit:

- 5 \$31,247.50 attorney's fees,
- 6 \$63,684.40 accrued interest, and
- 7 \$1,355.17 accrued costs, together with a \$10.00 fee for the issuance of this writ, making a
- 8 total of:
- 9 \$96,287.07 as accrued costs, accrued interest, and fees.

11 Credit must be given for payments and partial satisfactions in the amount of
12 \$0.00 which is to be first credited against the total accrued costs and accrued interest, with any
13 excess credited against the judgment as entered, leaving a net balance of: \$1,592,062.81
14 actually due on the date of the issuance of this writ of which \$1,495,775.74 bears interest at
15 5.25% percent per annum, in the amount of \$215.15 per day from April 19, 2014 to the date of
16 levy, to which must be added the commissions and costs of the officer executing this writ.

17 **NOW, THEREFORE, SHERIFF OF WASHOE COUNTY**, you are hereby
18 commanded to satisfy this judgment with interest and costs as provided by law, out of the
19 following real property belonging to the debtor in the said county, and make return to this writ
20 within not less than 10 days or more than 60 days endorsed thereon with what you have done.

21 Debtor's real properties in Washoe County are described as follows:

- 23 1. Washoe County APN: 079-150-12
- 24 Situs: State Route 447
- 25 Legal Description: The Southwest Quarter (SW ¼) of Section 25, Township
26 21 North, Range 23 East, M.D.M.
- 27 2. Washoe County APN: 084-140-17
- 28 Situs: E Interstate 80
- Legal Description: The Northeast ¼ of Section 15, Township 20 North,
Range 23 East, M.D.B.&M.

- 1 3. Washoe County APN: 084-130-07
Situs: E Interstate 80
2 Legal Description: The Northwest ¼ and the North ½ of the Southwest ¼
3 and the Government Lot 1 in the Southwest ¼ of Section
15, Township 20 North, Range 23 East, M.D.B.&M.

- 4 4. Washoe County APN: 084-040-10
Situs: E Interstate 80
5 Legal Description: The North ½ and the North ½ of the Northwest ¼ of the
6 Southwest ¼ and the Southwest ¼ of the Northwest ¼ of
7 the Southwest ¼ and the North ½ of the Northeast ¼ of
8 the Southwest ¼ and the North ½ of the Northwest ¼ of
the Southeast ¼ all in Section 11, Township 20 North,
Range 23 East, M.D.B.&M.

- 9 5. Washoe County APN: 084-040-06
Situs: E Interstate 80
10 Legal Description: Section 1, Township 20 North, Range 23 East,
11 M.D.B.&M.

- 12 6. Washoe County APN: 084-040-04
Situs: E Interstate 80
13 Legal Description: Section 3, Township 20 North, Range 23 East,
14 M.D.B.&M.

- 15 7. Washoe County APN: 084-040-02
Situs: Pierson Canyon Road
16 Legal Description: Section 5, Township 20 North, Range 23 East,
17 M.D.B.&M.

- 18 8. Washoe County APN: 079-150-13
Situs: State Route 447
19 Legal Description: The Northeast ¼; South ½ of the Northwest ¼; South ½
20 of Section 27, Township 21 North, Range 23 East,
M.D.B.&M.

- 21 9. Washoe County APN: 079-150-10
Situs: State Route 447
22 Legal Description: Section 31, Township 21 North, Range 23 East,
23 M.D.B.&M.

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10. Washoe County APN: 079-150-09
Situs: State Route 447
Legal Description: The Northeast ¼ and the South ½ of the Northwest ¼
and the South ½ in Section 33, Township 21, Range 23
East, M.D.B.&M.

DATED: this 10 day of September, 2014.

ALAN GLOVER, Clerk

By:  _____, Deputy

NOTICE OF EXECUTION

YOUR PROPERTY IS BEING ATTACHED OR
YOUR WAGES ARE BEING GARNISHED

A court has determined that you owe money to _____ (name of person), the judgment creditor. The judgment creditor has begun the procedure to collect that money by garnishing your wages, bank account and other personal property held by third persons or by taking money or other property in your possession.

Certain benefits and property owned by you may be exempt from execution and may not be taken from you. The following is a partial list of exemptions:

1. Payments received pursuant to the federal Social Security Act, including, without limitation, retirement and survivors' benefits, supplemental security income benefits and disability insurance benefits.
2. Payments for benefits or the return of contributions under the Public Employees' Retirement System.
3. Payments for public assistance granted through the Division of Welfare and Supportive Services of the Department of Health and Human Services or a local governmental entity.
4. Proceeds from a policy of life insurance.
5. Payments of benefits under a program of industrial insurance.
6. Payments received as disability, illness or unemployment benefits.
7. Payments received as unemployment compensation.
8. Veteran's benefits.
9. A homestead in a dwelling or a mobile home, not to exceed \$550,000, unless:
 - (a) The judgment is for a medical bill, in which case all of the primary dwelling, including a mobile or manufactured home, may be exempt.
 - (b) Allodial title has been established and not relinquished for the dwelling or mobile home, in which case all of the dwelling or mobile home and its appurtenances are exempt, including the land on which they are located, unless a valid waiver executed pursuant to NRS 115.010 is applicable to the judgment.
10. All money reasonably deposited with a landlord by you to secure an agreement to rent or lease a dwelling that is used by you as your primary residence, except that such money is not exempt with respect to a landlord or landlord's successor in interest who seeks to enforce the terms of the agreement to rent or lease the dwelling.
11. A vehicle, if your equity in the vehicle is less than \$15,000.
12. Seventy-five percent of the take-home pay for any workweek, unless the weekly take-home pay is less than 50 times the federal minimum hourly wage, in which case the entire amount may be exempt.
13. Money, not to exceed \$500,000 in present value, held in:
 - (a) An individual retirement arrangement which conforms with the applicable limitations and requirements of section 408 or 408A of the Internal Revenue Code, 26 U.S.C. §§ 408 and 408A;
 - (b) A written simplified employee pension plan which conforms with the applicable limitations and requirements of section 408 of the Internal Revenue Code, 26 U.S.C. § 408;
 - (c) A cash or deferred arrangement that is a qualified plan pursuant to the Internal Revenue Code;
 - (d) A trust forming part of a stock bonus, pension or profit-sharing plan that is a qualified plan pursuant to sections 401 et seq. of the Internal Revenue Code, 26 U.S.C. §§ 401 et seq.; and
 - (e) A trust forming part of a qualified tuition program pursuant to chapter 353B of NRS, any applicable regulations adopted pursuant to chapter 353B of NRS and section 529 of the Internal Revenue Code, 26 U.S.C. § 529, unless the money is deposited after the entry of a judgment against the purchaser or account owner or the money will not be used by any beneficiary to attend a college or university.
14. All money and other benefits paid pursuant to the order of a court of competent jurisdiction for the support, education and maintenance of a child, whether collected by the judgment debtor or the State.
15. All money and other benefits paid pursuant to the order of a court of competent jurisdiction for the support and maintenance of a former spouse, including the amount of any arrearages in the payment of such support and maintenance to which the former spouse may be entitled.
16. Regardless of whether a trust contains a spendthrift provision:
 - (a) A present or future interest in the income or principal of a trust, if the interest has not been distributed from the trust;
 - (b) A remainder interest in the trust whereby a beneficiary of the trust will receive property from the trust outright at some time in the future under certain circumstances;
 - (c) A discretionary power held by a trustee to determine whether to make a distribution from the trust, if the interest has not been distributed from the trust;
 - (d) The power to direct dispositions of property in the trust, other than such a power held by a trustee to distribute property to a beneficiary of the trust;
 - (e) Certain powers held by a trust protector or certain other persons;
 - (f) Any power held by the person who created the trust; and

(g) Any other property of the trust that has not been distributed from the trust. Once the property is distributed from the trust, the property is subject to execution.

17. If a trust contains a spendthrift provision:

(a) A mandatory interest in the trust in which the trustee does not have discretion concerning whether to make the distribution from the trust, if the interest has not been distributed from the trust;

(b) A support interest in the trust in which the standard for distribution may be interpreted by the trustee or a court, if the interest has not been distributed from the trust; and

(c) Any other property of the trust that has not been distributed from the trust. Once the property is distributed from the trust, the property is subject to execution.

18. A vehicle for use by you or your dependent which is specially equipped or modified to provide mobility for a person with a permanent disability.

19. A prosthesis or any equipment prescribed by a physician or dentist for you or your dependent.

20. Payments, in an amount not to exceed \$16,150, received as compensation for personal injury, not including compensation for pain and suffering or actual pecuniary loss, by the judgment debtor or by a person upon whom the judgment debtor is dependent at the time the payment is received.

21. Payments received as compensation for the wrongful death of a person upon whom the judgment debtor was dependent at the time of the wrongful death, to the extent reasonably necessary for the support of the judgment debtor and any dependent of the judgment debtor.

22. Payments received as compensation for the loss of future earnings of the judgment debtor or of a person upon whom the judgment debtor is dependent at the time the payment is received, to the extent reasonably necessary for the support of the judgment debtor and any dependent of the judgment debtor.

23. Payments received as restitution for a criminal act.

24. Personal property, not to exceed \$1,000 in total value, if the property is not otherwise exempt from execution.

25. A tax refund received from the earned income credit provided by federal law or a similar state law.

26. Stock of a corporation described in subsection 2 of NRS 78.746 except as set forth in that section.

↳ These exemptions may not apply in certain cases such as a proceeding to enforce a judgment for support of a person or a judgment of foreclosure on a mechanic's lien. You should consult an attorney immediately to assist you in determining whether your property or money is exempt from execution. If you cannot afford an attorney, you may be eligible for assistance through Nevada Legal Services. If you do not wish to consult an attorney or receive legal services from an organization that provides assistance to persons who qualify, you may obtain the form to be used to claim an exemption from the clerk of the court.

PROCEDURE FOR CLAIMING EXEMPT PROPERTY

If you believe that the money or property taken from you is exempt, you must complete and file with the clerk of the court an executed claim of exemption. A copy of the claim of exemption must be served upon the sheriff, the garnishee and the judgment creditor within 10 days after the notice of execution or garnishment is served on you by mail pursuant to NRS 21.076 which identifies the specific property that is being levied on. The property must be released by the garnishee or the sheriff within 9 judicial days after you serve the claim of exemption upon the sheriff, garnishee and judgment creditor, unless the sheriff or garnishee receives a copy of an objection to the claim of exemption and a notice for a hearing to determine the issue of exemption. If this happens, a hearing will be held to determine whether the property or money is exempt. The objection to the claim of exemption and notice for the hearing to determine the issue of exemption must be filed within 8 judicial days after the claim of exemption is served on the judgment creditor by mail or in person and served on the judgment debtor, the sheriff and any garnishee not less than 5 judicial days before the date set for the hearing. The hearing to determine whether the property or money is exempt must be held within 7 judicial days after the objection to the claim of exemption and notice for the hearing is filed. You may be able to have your property released more quickly if you mail to the judgment creditor or the attorney of the judgment creditor written proof that the property is exempt. Such proof may include, without limitation, a letter from the government, an annual statement from a pension fund, receipts for payment, copies of checks, records from financial institutions or any other document which demonstrates that the money in your account is exempt.

IF YOU DO NOT FILE THE EXECUTED CLAIM OF EXEMPTION WITHIN THE TIME SPECIFIED, YOUR PROPERTY MAY BE SOLD AND THE MONEY GIVEN TO THE JUDGMENT CREDITOR, EVEN IF THE PROPERTY OR MONEY IS EXEMPT.

(Added to NRS by 1989, 1135; A 1991, 811, 1412; 1995, 227, 1071; 1997, 265, 3412; 2003, 1010, 1812; 2005, 382, 1012, 2228; 2007, 2708, 3016)

Exhibit 22

Exhibit 22

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

REC'D & FILED
2015 JAN -8 PM 2: 09
SUSAN MERRIWETHER
J. HIGGINS CLERK
BY _____ DEPUTY

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

10
11 JED MARGOLIN, an individual,
12 Plaintiff,

Case No.: 090C00579 1B
Dept. No.: 1

13 vs.

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

21 Defendants.
22

RECEIVED
CLARK COUNTY SHERIFF
2014 DEC 29 P 3:05

23 **SHERIFF'S CERTIFICATE OF SALE OF REAL PROPERTY**

24 Under, and by virtue of a Writ of Execution issued on a judgment entered out of the
25 above-entitled court on June 24, 2013 in favor of JED MARGOLIN, Judgment Creditor and
26 against Defendants, jointly and severally as Judgment Debtor, the undersigned was
27 commanded to satisfy such judgment, together with interest and costs, out of the real property,
28 all of which more fully appears from such Writ of Execution.

1 I, the undersigned Deputy Sheriff of Clark County, State of Nevada, do hereby certify
2 that I have levied on the real property situated in Clark County, Nevada, and on December 9,
3 2014 at 9:00 a.m., caused the same to be sold at public auction according to the statutes of the
4 State of Nevada, and after due and legal notice, all the rights, title and interest of
5 Defendants/Judgment Debtor herein and to the following described real property located in the
6 County of Clark, State of Nevada, as follows:

7 Clark County APN: 071-02-000-005
8 Situs: Moapa Valley
9 Legal Description: PT NE4 NE4 SEC 02 16 68
Section 02, Township 16, Range 68

10 That all the interest of Clark County APN: 071-02-000-005 was purchased for the sum
11 of Eight Thousand Dollars (\$8,000.00), by Adam P. McMillen, Esquire, agent for Watson
12 Rounds, on behalf of Judgment Creditor Jed Margolin, which was the highest bidder. The real
13 property as stated herein is subject to redemption for one (1) year from the date of sale for the
14 full purchase price plus one-percent (1%) per month pursuant to NRS 21.210 et seq, payable in
15 current, lawful money of the United States of America.
16

17 DOUGLAS GILLESPIE
18 SHERIFF OF CLARK COUNTY

19 By: D. Flippo, PN 5734
20 Deputy Lt. G. Jason Flippo
Sheriff's Civil Section

12/30/14

21 COUNTY OF CLARK)
22) ss:
STATE OF NEVADA)

23 On this 30th day of December, 2014, there appeared before me LT. G. JASON FLIPPO,
24 a Deputy Sheriff of Clark County, who is known to me, and who acknowledged to me that he
25 executed the Sheriff's Certificate of Sale set forth herein, and who acknowledged that the
26 information contained therein is true and that he executed his signature thereon freely and
voluntarily for the purposes set forth therein.

27 

28 Notary Public, in and for said
County and State

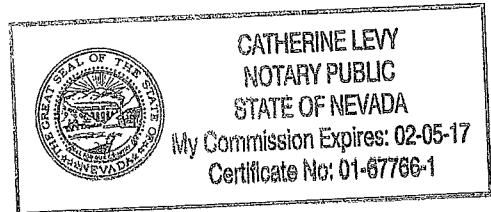


Exhibit 23

Exhibit 23

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

REC'D & FILED
2015 JAN -8 PM 2:09
SUSAN MERRIWETHER
CLERK
BY J. HIGGINS
DEPUTY

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

JED MARGOLIN, an individual,

Plaintiff,

vs.

Case No.: 090C00579 1B
Dept. No.: 1

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

Defendants.

RECEIVED
CLARK COUNTY SHERIFF
2015 DEC 29 P 3:05

SHERIFF'S CERTIFICATE OF SALE OF REAL PROPERTY

Under, and by virtue of a Writ of Execution issued on a judgment entered out of the
above-entitled court on June 24, 2013 in favor of JED MARGOLIN, Judgment Creditor and
against Defendants, jointly and severally as Judgment Debtor, the undersigned was
commanded to satisfy such judgment, together with interest and costs, out of the real property,
all of which more fully appears from such Writ of Execution.

Exhibit 24

Exhibit 24

APN# 079-150-12

Recording Requested by:

Name: WASHOE COUNTY SHERIFF'S OFFICE

Address: 911 PAIR BLVD

City/State/Zip: RENO, NV 89512

When Recorded Mail to:

Name: WASHOE COUNTY SHERIFF'S OFFICE

Address: 911 PAIR BLVD

City/State/Zip: RENO, NV 89512

Mail Tax Statement to:

Name: JED MARGOLIN
C/O WATSON ROUNDS

Address: 5371 KISTEKE LANE

City/State/Zip: RENO, NV 89511

DOC # 4456017

04/09/2015 11:12:22 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)

Exhibit 25

Exhibit 25

APN# 079-150-10

Recording Requested by:

Name: WASHOE COUNTY SHERIFF'S OFFICE

Address: 911 PAIR BLVD

City/State/Zip: RENO, NV 89512

When Recorded Mail to:

Name: WASHOE COUNTY SHERIFF'S OFFICE

Address: 911 PAIR BLVD

City/State/Zip: RENO, NV 89512

Mail Tax Statement to:

Name: JEB MARGOLIN
C/O WATSON ROUNDS

Address: 5371 KEITZKE 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

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.



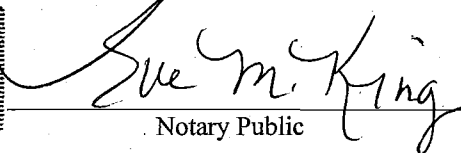

Notary Public

Exhibit 26

Exhibit 26

APN# 084-040-02

Recording Requested by:

Name: WASHOE COUNTY SHERIFF'S OFFICE

Address: 911 PARR BLVD

City/State/Zip: RENO, NV 89512

When Recorded Mail to:

Name: WASHOE COUNTY SHERIFF'S OFFICE

Address: 911 PARR BLVD

City/State/Zip: RENO, NV 89512

Mail Tax Statement to:

Name: JED MARGOLIN
C/O WATSON ROUNDS

Address: 5371 KEETAKE LANE

City/State/Zip: RENO, NV 89511

DOC # 4456032

04/09/2015 11:25:42 AM

Requested By
WATSON ROUNDS
Washoe County Recorder
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)

Exhibit 27

Exhibit 27

APN# 084-130-07

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: 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 

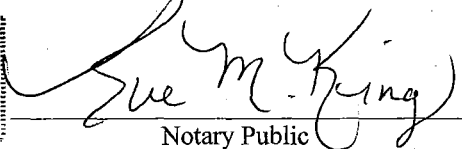
Sheriff's Authorized Agent
STEVEN WOOD

State of Nevada)
)
County of Washoe)

Acknowledgement in representative capacity
(NRS 240.1665)

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

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



Notary Public

Exhibit 28

Exhibit 28

1 SEVERIN A. CARLSON
 Nevada Bar No. 9373
 2 TARA C. ZIMMERMAN
 Nevada Bar No. 12146
 3 KAEMPFER CROWELL
 510 West Fourth Street
 4 Carson City, Nevada 89703
 Telephone: (775) 882-1311
 5 Fax: (775) 882-0257
 scarlson@kcnvlaw.com
 6 tzimmerman@kcnvlaw.com

7 Attorneys for Defendant
 REZA ZANDIAN aka
 8 GOLAMREZA ZANDIANJAZI aka
 GHOLAM REZA ZANDIAN aka
 9 REZA JAZI aka
 J. REZA JAZI aka
 10 G. REZA JAZI aka
 GHONONREZA ZANDIAN JAZI

11
 12 IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
 13 IN AND FOR CARSON CITY

14 JED MARGOLIN, an individual,

Case No. 090C00579 1B
 Dept. No. 1

15 Plaintiff,

**MOTION TO WITHDRAW AS
 COUNSEL**

16 vs.

17 OPTIMA TECHNOLOGY CORPORATION,
 a California corporation; OPTIMA
 TECHNOLOGY CORPORATION, a Nevada
 18 corporation; REZA ZANDIAN aka
 GOLAMREZA ZANDIANJAZI aka
 19 GHOLAM REZA ZANDIAN aka REZA JAZI
 aka J. REZA JAZI aka G. REZA JAZI aka
 20 GHONONREZA ZANDIAN JAZI, an
 individual; DOE COMPANIES 1-10; DOE
 21 CORPORATIONS 11-20; and DOE
 INDIVIDUALS 21-30,

22 Defendants.
 23

24 /./././

KAEMPFER CROWELL
 510 West Fourth Street
 Carson City, Nevada 89703

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MOTION TO WITHDRAW AS COUNSEL

Severin A. Carlson, Tara C. Zimmerman and Kaempfer Crowell (collectively “Counsel”), counsel for Defendant REZA ZANDIAN aka GOLAMREZA ZANDIANJAZI aka GHOLAM REZA ZANDIAN aka REZA JAZI aka J. REZA JAZI aka G. REZA JAZI aka GHONONREZA ZANDIAN JAZI (“Defendant”), pursuant to Supreme Court Rule (“SCR”) 46, First Judicial District Court Rule (“FJDCR”) 22, and Nevada Rule of Professional Conduct (“NRPC”) 1.16, move this Court for an order granting Counsel’s motion to withdraw as counsel of record in this matter.

This motion is made based upon the following Points and Authorities and the Affidavit of Severin A. Carlson, attached hereto as **Exhibit 1**.

MEMORANDUM OF POINTS AND AUTHORITIES

I. FACTUAL BACKGROUND

Kaempfer Crowell entered an appearance on behalf of Defendant on or about March 3, 2014, to, among other things; seek to set aside orders of this Court that had been entered against Defendant, directly and via appeals to the Nevada Supreme Court.

Most recently, this Court, in its November 6, 2015 Order Granting Plaintiff’s Motion for Debtor Examination and to Produce Documents (the “November 6 Order”), ordered Defendant to produce to Plaintiff’s counsel on or before December 21, 2015, various information and documents as set forth in the November 6 Order. The November 6 Order also directed Defendant to appear for a Judgment Debtor Examination at a location to be specified by Plaintiff’s counsel in San Diego, California in February 2016.

///.
///.
///.

KAEMPFER CROWELL
510 West Fourth Street
Carson City, Nevada 89703

1 During Counsel's representation, Defendant has substantially failed to fulfill his
2 obligations to Kaempfer Crowell regarding its services, despite Kaempfer Crowell having given
3 Defendant reasonable warning that it would withdraw as counsel unless the obligations are
4 fulfilled. Further representation would result in an unreasonable financial burden on the assigned
5 lawyers and law firm. The representation has also been rendered unreasonably difficult as a
6 result of Defendant's failure to meet his obligations to Counsel.

7 Furthermore, Defendant insists upon taking action that the lawyer considers repugnant or
8 with which the lawyer has fundamental disagreement, therefore making the immediate request to
9 withdraw reasonable.

10 **II. ANALYSIS**

11 Rule 1.16(b)(5) of the Nevada Rules of Professional Conduct provides that an attorney
12 may withdraw from representing a client if "[t]he client fails substantially to fulfill an obligation
13 to the lawyer regarding the lawyer's services and has been given a reasonable warning that the
14 lawyer will withdraw unless the obligation is fulfilled."

15 Rule 1.16(b)(4) of the Nevada Rules of Professional Conduct provides that an attorney
16 may withdraw from representing a client if "[a] client insists upon taking action that the lawyer
17 considers to be repugnant or with which the lawyer has a fundamental disagreement."

18 In this case, Defendant has not only substantially failed to fulfill his obligations to
19 Kaempfer Crowell regarding its services, but also insists upon taking action that the lawyer
20 considers to be repugnant or with which the lawyer has a fundamental disagreement.
21 Consequently, Counsel hereby requests that the Court issue an order allowing withdrawal as
22 Defendant's counsel.

23 Furthermore, SCR 46 provides:

24 //././

KAEMPFER CROWELL
510 West Fourth Street
Carson City, Nevada 89703

1 The attorney in an action or special proceeding may be changed at any time
2 before judgment or final determination as follows:

3 (2) Upon the order of the court of judge thereof on the application of the
4 attorney or the client.

5 Consistent with SCR 46, FJDCR 22 provides in civil cases that "An attorney of record
6 shall be deemed such in all subsequent related proceedings before the court until such time as a
7 withdrawal of counsel is made pursuant to SCR 46 and 166."

8 As set forth in the attached Affidavit of Severin A. Carlson, and based upon information
9 and belief, the last known addresses of Defendant are as follows:

10 Reza Zandian
11 9 MacArthur Place, Unit 2105
12 Santa Ana, California 92707-6753

13 Gholam Reza Zandian Jazi
14 6 rue Edouard Fournier
15 75116 Paris
16 France
17 rezazand@hotmail.com

18 This Motion will be served upon Defendant.

19 Counsel has complied with all requirements to withdraw as counsel of record. As such, an
20 order allowing Counsel to withdraw is appropriate. Defendant has been provided a copy of the
21 Court's November 6 Order, after having been informed of the Court's ruling from the bench, and
22 therefore is readily aware of the deadlines and requirements set forth in the November 6 Order.

23 **CONCLUSION**

24 For the reasons stated above, Counsel requests an order of this Court allowing them to
25 withdraw as counsel of record in this action.

26 //././

27 //././

KAEMPEER CROWELL
510 West Fourth Street
Carson City, Nevada 89703

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

3 DATED this 10th day of December, 2015.

4 KAEMPFER CROWELL

5 BY: 

6 SEVERIN A. CARLSON
7 Nevada Bar No. 9373
8 TARA C. ZIMMERMAN
9 Nevada Bar No. 12146
10 510 West Fourth Street
11 Carson City, Nevada 89703
12 **Attorneys for Defendants**

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24
KAEMPFER CROWELL
510 West Fourth Street
Carson City, Nevada 89703

CERTIFICATE OF SERVICE

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I, the undersigned, hereby certify that on the 10th day of December, 2015, I caused the foregoing **MOTION TO WITHDRAW AS COUNSEL** to be served this date by depositing a true copy of the same for mailing at Reno, Nevada, first class postage fully prepaid and addressed to the following:

Matthew D. Francis, Esq.
Adam P. McMillen, Esq.
Watson Rounds
5371 Kietzke Lane
Reno, Nevada 89511
775.324.4100
775.333.8171 - facsimile
Attorneys for Plaintiff

Reza Zandian
9 MacArthur Place, Unit 2105
Santa Ana, California 92707-6753
Defendant

Gholam Reza Zandian Jazi
6 rue Edouard Fournier
75116 Paris
France
Defendant

I also caused the foregoing Motion to be served this date by e-mail to Defendant as follows:
rezazand@hotmail.com


an employee of Kaempfer Crowell

KAEMPFER CROWELL
510 West Fourth Street
Carson City, Nevada 89703

EXHIBIT 1

EXHIBIT 1

1 SEVERIN A. CARLSON
Nevada Bar No. 9373
2 TARA C. ZIMMERMAN
Nevada Bar No. 12146
3 KAEMPFER CROWELL
510 West Fourth Street
4 Carson City, Nevada 89703
Telephone: (775) 882-1311
5 Fax: (775) 882-0257
scarlson@kcnvlaw.com
6 tzimmerman@kcnvlaw.com

7 Attorneys for Defendant
REZA ZANDIAN

8

9 IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
10 IN AND FOR CARSON CITY

11 JED MARGOLIN, an individual,

12 Plaintiff,

13 vs.

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

19 Defendants.
20

Case No. 090C00579 1B

Dept. No. 1

AFFIDAVIT OF SEVERIN A. CARLSON
IN SUPPORT OF MOTION TO
WITHDRAW AS COUNSEL FOR
DEFENDANT REZA ZANDIAN

21 /././

22 /././

23 /././

24 /././

KAEMPFER CROWELL
510 West Fourth Street
Carson City, Nevada 89703

1 Gholam Reza Zandian Jazi
6 rue Edouard Fournier
2 75116 Paris
France
3
4 Reza Zandian
9 MacArthur Place, Unit 2105
Santa Ana, California 92707-6753
5 rezazand@hotmail.com
6

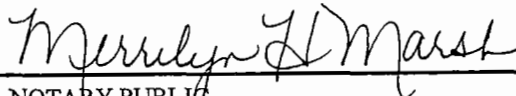
7 8. That in the light of the above, I believe an order allowing Kaempfer Crowell to
8 withdraw from representation in this matter is appropriate and that such withdrawal complies
9 with the applicable rules of professional conduct, Nevada Supreme Court Rules, and local rules
10 of practice before the First Judicial District Court.

11 FURTHER YOUR AFFIANT SAYETH NAUGHT.

12 DATED this 10th day of December, 2015.

13 
14 SEVERIN A. CARLSON

15 Subscribed and Sworn to before me
16 this 10th day of December, 2015, by
Severin A. Carlson.

17 
18 NOTARY PUBLIC

19 My Commission Expires:
10-15-2018



KAEMPFER CROWELL
510 West Fourth Street
Carson City, Nevada 89703

Exhibit 29

Exhibit 29

REC'D & FILED

2016 FEB -3 PM 2:06

SUSAN MERRIWETHER
CLERK
BY [Signature]
DEPUTY

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

JED MARGOLIN, an individual,
Plaintiff,

Case No.: 09 OC 00279 1B

Dept. No.: I

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
GHONOREZA ZANDIAN JAZI, an individual
DOE Companies 1-10, DOE Corporations 11-
20, and DOE Individuals 21-30,
Defendant.

WARRANT OF ARREST

TO THE SHERIFF OF CARSON CITY, NEVADA:

An Order adjudging Defendant in contempt of court and Order Issuing of Arrest Warrant having been heretofore entered by the Judge of the above-entitled Court.

NOW, THEREFORE, by virtue of this Warrant of Arrest, you are hereby commanded to arrest the above-named Defendant, and bring him before this Court, pursuant to NRS 22.010; 22.040; 22.050 and 22.100.

///

///

1 That the said Defendant, REZA ZANDIAN aka GOLAMREZA ZANDIANJAZI aka GHOLAM
2 REZA ZANDIAN aka REZA JAZI aka J REZA JAZI aka G. REZA JAZI aka GHONOREZA
3 ZANDIAN JAZI, may be released pending a hearing or by the posting of bail, cash only, in the sum of
4 \$100,000.00. Extradition Nevada/California only.

5 WITNESS my hand this 3rd day of February, 2016, and I direct that this Warrant may be served at
6 any hour of the day or night.

7
8 
DISTRICT COURT

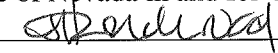
9 ATTEST: ~~ALAN GLOVER~~ ^{SUSAN MERRIMETHER}
10 Clerk of the First Judicial District Court of the
11 State of Nevada in and for Carson City
12 By:  Deputy

Exhibit 30

Exhibit 30

DOC# 629773
 08/19/2010 04:20PM
Official Record
 Requested By
 FIRST AMERICAN TITLE HOWA
Elko County - NV
Jerry D. Reynolds - Recorder
 Page: 1 of 17 Fee: \$30.00
 Recorded By NR RPTT: \$46,800.00

Assessor's Parcel Nos. 009-540-001,010-110-001,
 010-120-001,010-130-001,010-320-001,
 009-530-001,009-550-001,009-560-004,
 009-570-011,010-090-001,010-090-003,
 009-530-004, 010-090-006



629773

Recording requested by and when
 recorded, return to:

Lionel Sawyer & Collins
 50 W. Liberty Street, Suite 1100
 Reno, Nevada 89501
 Attn: Laura K. Granier

Mail Tax bills to:

Fronteer Development (USA) Inc.
 1031 Railroad Street, Suite 110
 Elko, NV 89801-3975

Grant, Bargain and Sale Deed

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Big Spring Ranch, L.L.C., a Nevada limited liability company, as to an undivided 75% interest and Fariborz Sadri, Trustee of The Star Living Trust, as to an undivided 25% interest (together, "Grantor") do hereby grant, bargain, sell and convey to Fronteer Development (USA) Inc., a Delaware corporation, 1031 Railroad Street, Suite 110, Elko, NV 89801-3975 ("Grantee"), all of Grantor's right, title and interest in and to that real property situate in the County of Elko, State of Nevada, which is more particularly described on Exhibit A, attached hereto and incorporated herein by reference ("Real Property").

Together with all tenements, hereditaments and appurtenances thereto belonging or appertaining, all mineral rights and appurtenant water, water rights and permits and other evidence of authority or approval to appropriate and/or use ground or surface water in connection with the Real Property including, without limitation, the water rights described on Exhibit B attached hereto and incorporated herein by reference.

Executed this 17th day of August, 2010.

[Signatures appear on following page]

[Handwritten initials and marks]



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2 of 17


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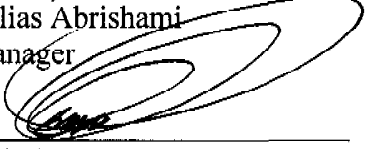
Big Spring Ranch, L.L.C.

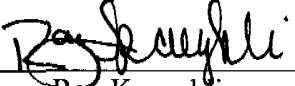
The Star Living Trust

By: ~~_____~~
Name: Fariborz Sadri
Title: Manager

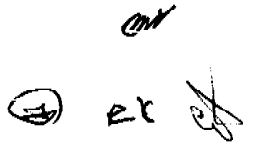
By: ~~_____~~
Fariborz Sadri, Trustee

By: 
Name: Elias Abrishami
Title: Manager

By: 
Name: Gholamreza Zandian Jazi
Title: Manager

By: 
Name: Ray Koroghli
Title: Manager





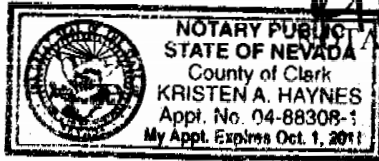


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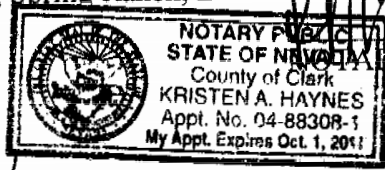
STATE OF *NV*
COUNTY OF *CLARK*

This instrument was acknowledged before me on August *17*, 2010 by Fariborz Sadri as Manager of Big Spring Ranch, L.L.C. *Kristen A. Haynes*



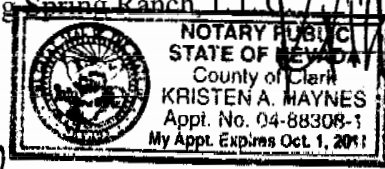
STATE OF *NV*
COUNTY OF *CLARK*

This instrument was acknowledged before me on August *17*, 2010 by Elias Abrishami as Manager of Big Spring Ranch, L.L.C. *Kristen A. Haynes*



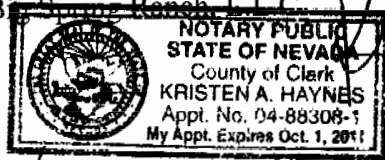
STATE OF *NV*
COUNTY OF *CLARK*

This instrument was acknowledged before me on August *17*, 2010 by Ghulamreza Zandian Jazi as Manager of Big Spring Ranch, L.L.C. *Kristen A. Haynes*



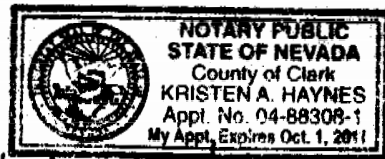
STATE OF *NV*
COUNTY OF *CLARK*

This instrument was acknowledged before me on August *17*, 2010 by Ray Koroghli as Manager of Big Spring Ranch, L.L.C. *Kristen A. Haynes*



STATE OF *NV*
COUNTY OF *CLARK*

This instrument was acknowledged before me on August *17*, 2010 by Fariborz Sadri as Trustee of The Star Living Trust. *Kristen A. Haynes*



KRISTEN A. HAYNES
04-88308-1 3 *exp. 10-1-2011*

RC et



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EXHIBIT A

REAL PROPERTY

Real property in the County of Elko, State of Nevada, 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;

PARCEL 2:

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;

PARCEL 3:

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B Rk EJ



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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 BE 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.

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.

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;

PARCEL 5:

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

SECTION 7: ALL;

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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 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.

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;

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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.

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 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

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SEPTEMBER 7, 1973 IN BOOK 184, PAGE 44, OFFICIAL RECORDS, ELKO COUNTY, NEVADA.

SECTION 15: ALL;

SECTION 23: ALL;

SECTION 25: ALL;

PARCEL 9:

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

SECTION 35: ALL;

PARCEL 10:

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

SECTION 4: LOTS 3 AND 4; S1/2NW1/4; SW1/4;

PARCEL 11:

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 ;

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;

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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;

PARCEL 13:

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

SECTION 34: W1/2;

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

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GRISWOLD AND KITTY GRISWOLD, HIS WIFE, IN DEED RECORDED AUGUST 14, 1946 IN BOOK 54, PAGE 354, DEED RECORDS, ELKO COUNTY, 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;

FURTHER EXCEPTING FROM ALL OF THE ABOVE DESCRIBED LAND THOSE PORTION LYING WITHIN THE RAILROAD RIGHT-OF-WAY.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION PREVIOUSLY APPEARED IN THAT CERTAIN DOCUMENT RECORDED DECEMBER 30, 2003 IN BOOK 3, PAGE 72491, AS OFFICIAL RECORDS, ELKO COUNTY, NEVADA, AS INSTRUMENT NO. 512358.

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EXHIBIT B

WATER RIGHTS

Parcel 1

Right to Water being **0.03125** cubic feet per second, granted to The Johnson Ranch, in Application for Permit, Serial No. 13469 and Certificate of Appropriation of Water, Certificate Record No. 3990 for Stock Watering purposes issued on November 27th, 1953, said Certificate being recorded on December 2nd, 1953, in Book 4, at Page 30, in the Elko County Records, Nevada.

Parcel 2

Right to Water being **0.03125** cubic feet per second, granted to The Johnson Ranch, in Application for Permit, Serial No. 13471 and Certificate of Appropriation of Water, Certificate Record No. 3992 for Stock Watering purposes issued on November 27th, 1953, said Certificate being recorded on December 2nd, 1953, in Book 4, at Page 32, in the Elko County Records, Nevada.

Parcel 3

Right to Water being **1.0** cubic feet per second, applied for by Big Springs Land and Cattle Company, in Application for Permit, Serial No. 18310 and granted in Certificate of Appropriation of Water, Certificate Record No. 5831 for Irrigation purposes issued on February 17th, 1965, said Certificate being recorded on February 22nd, 1965, in Book 52, at Page 659, in the Elko County Records, Nevada.

Parcel 4

Right to Water being **0.0156** cubic feet per second, applied for by Big Springs Land and Cattle Company, in Application for Permit, Serial No. 20858 and granted in Certificate of Appropriation of Water, Certificate Record No. 6044 for Stock Watering purposes issued on May 11th, 1966, said Certificate being recorded on May 17th, 1966, in Book 68, at Page 623, in the Elko County Records, Nevada.

Parcel 5

Right to Water being **15.2124** cubic feet per second, applied for by F. F., Leach, H. A. Leach, and E. Parker, in Application for Permit, Serial No. 2210 and granted to Utah Construction Company in Certificate of Appropriation of Water, Certificate Record No. 440 for Irrigation and Stock purposes issued on May 6th, 1919, said Certificate being recorded on August 17, 2010 as Document No. 629656 in the Elko County Records, Nevada.

Handwritten marks:
 [Signature] RK et



629773

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Parcel 6

Right to Water being **0.0156** cubic feet per second, granted to Big Springs Land and Cattle Company in Application for Permit, Serial No. 22372 and Certificate of Appropriation of Water, Certificate Record No. 6652 for Stock Watering purposes issued on May 27th, 1968, said Certificate being recorded on June 11th, 1968, in Book 97, at Page 105, in the Elko County Records, Nevada.

Parcel 7

Right to Water being **0.0167** cubic feet per second, applied for by Robert J. Beaumont, dba, Big Springs Ranch, in Application for Permit, Serial No. 38988 and granted to Flying "S" Land and Cattle Company in Certificate of Appropriation of Water, Certificate Record No. 11364 for Stock Watering and Domestic purposes issued on May 19th, 1986, said Certificate being recorded on August 17, 2010 as Document No. 629609 in the Elko County Records, Nevada.

Parcel 8

Right to Water being **0.02** cubic feet per second, applied for by Robert J. Beaumont, dba, Big Springs Ranch, in Application for Permit, Serial No. 38992 and granted to BSR Associates, Ltd. in Certificate of Appropriation of Water, Certificate Record No. 14807 for Stock Watering and Domestic purposes issued on January 12th, 1998, said Certificate being recorded on August 17, 2010 as Document No. 629611 in the Elko County Records, Nevada.

Parcel 9

Right to Water being **0.0209** cubic feet per second, applied for by Robert J. Beaumont, dba, Big Springs Ranch, in Application for Permit, Serial No. 38993 and granted to N.V. Big Springs, Inc. in Certificate of Appropriation of Water, Certificate Record No. 14200 for Stock Watering and Domestic purposes issued on September 7, 1995, said Certificate being recorded on August 17, 2010 as Document No. 629613 in the Elko County Records, Nevada.

Parcel 10

Right to Water being **0.0156** cubic feet per second, applied for by Robert J. Beaumont, dba, Big Springs Ranch, in Application for Permit, Serial No. 38998 and granted to N.V. Big Springs, Inc. in Certificate of Appropriation of Water, Certificate Record No. 14201 for Stock Watering and Domestic purposes issued on September 7, 1995, said Certificate being recorded on August 17, 2010 as Document No. 629615 in the Elko County Records, Nevada.

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 [Signature]
 [Circled mark] RK [Signature]



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Parcel 11

Right to Water being **0.0223** cubic feet per second, applied for by Robert J. Beaumont, dba, Big Springs Ranch, in Application for Permit, Serial No. 39429 and granted to Flying "S" Land and Cattle Company in Certificate of Appropriation of Water, Certificate Record No. 11366 for Stock Watering and Domestic purposes issued on May 19th, 1986, said Certificate being recorded on August 17, 2010 as Document No. 629617 in the Elko County Records, Nevada.

Parcel 12

Right to Water being **0.0245** cubic feet per second, applied for by Robert J. Beaumont, dba, Big Springs Ranch, in Application for Permit, Serial No. 40810 and granted to Flying "S" Land and Cattle Company in Certificate of Appropriation of Water, Certificate Record No. 11367 for Stock Watering and Domestic purposes issued on May 19th, 1986, said Certificate being recorded on August 17, 2010 as Document No. 629619 in the Elko County Records, Nevada.

Parcel 13

Right to Water being **0.0074** cubic feet per second, applied for by Robert J. Beaumont, dba, Big Springs Ranch, in Application for Permit, Serial No. 40811 and granted to Flying "S" Land and Cattle Company in Certificate of Appropriation of Water, Certificate Record No. 11368 for Stock Watering and Domestic purposes issued on May 19th, 1986, said Certificate being recorded on August 17, 2010 as Document No. 629621 in the Elko County Records, Nevada.

Parcel 14

Right to Water being **0.0181** cubic feet per second, applied for by Robert J. Beaumont, dba, Big Springs Ranch, in Application for Permit, Serial No. 40812 and granted to Flying "S" Land and Cattle Company in Certificate of Appropriation of Water, Certificate Record No. 11369 for Stock Watering and Domestic purposes issued on May 19th, 1986, said Certificate being recorded on August 17, 2010 as Document No. 629623 in the Elko County Records, Nevada.

Parcel 15

Right to Water being **0.003** cubic feet per second, applied for by The Utah Construction Company, in Application for Permit, Serial No. 4552 and granted to Utah Construction Company Co., in Certificate of Appropriation of Water, Certificate Record No. 509 for Stock Watering purposes issued on March 3rd, 1921, said Certificate being recorded on August 17, 2010 as Document No. 629625 in the Elko County Records, Nevada.

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Parcel 16

Right to Water being **0.015** cubic feet per second, applied for by The Utah Construction Company, in Application for Permit, Serial No. 4558 and granted to Utah Construction Company Co., in Certificate of Appropriation of Water, Certificate Record No. 512 for Stock Watering purposes issued on March 3rd, 1921, said Certificate being recorded on August 17, 2010 as Document No. 629627 in the Elko County Records, Nevada.

Parcel 17

Right to Water being **0.006** cubic feet per second, applied for by The Utah Construction Company, in Application for Permit, Serial No. 4559 and granted to Utah Construction Company Co., in Certificate of Appropriation of Water, Certificate Record No. 513 for Stock Watering purposes issued on March 3rd, 1921, said Certificate being recorded on August 17, 2010 as Document No. 629629 in the Elko County Records, Nevada.

Parcel 18

Right to Water being **0.003** cubic feet per second, applied for by The Utah Construction Company, in Application for Permit, Serial No. 4562 and granted to Utah Construction Company Co., in Certificate of Appropriation of Water, Certificate Record No. 516 for Stock Watering purposes issued on March 3rd, 1921, said Certificate being recorded on August 17, 2010 as Document No. 629631 in the Elko County Records, Nevada.

Parcel 19

Right to Water being **1.0** cubic feet per second, applied for by Bert T. Swanston, an undivided 1/3 interest; Robert Swanston, an undivided 1/3 interest; Robert Leal & Elysian Farms, inc., an undivided 1/3 interest, in Application for Permit, Serial No. 52307 for Irrigation purposes, said Application being recorded on August 17, 2010 as Document No. 629632 in the Elko County Records, Nevada.

Parcel 20

Right to Water being **1.0** cubic feet per second, applied for by Bert T. Swanston, an undivided 1/3 interest; Robert Swanston, an undivided 1/3 interest; Robert Leal & Elysian Farms, inc., an undivided 1/3 interest, in Application for Permit, Serial No. 52308 for Irrigation purposes, said Application being recorded on August 17, 2010 as Document No. 629633 in the Elko County Records, Nevada.

Parcel 21

Right to Water being **0.0343** cubic feet per second, applied for by Bert T. Swanston, an undivided 1/3 interest; Robert Swanston, an undivided 1/3 interest; Robert Leal & Elysian Farms, inc., an undivided 1/3 interest, in Application for Permission to Change Point of Diversion, Manner of Use and Place of Use of the Public Waters, Serial No.

Handwritten initials and marks:
A circled '3', 'RK.', and a signature.



629773

08/19/2010
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53020 (permit) for Stock Watering and Domestic purposes issued on January 4th, 1996, said Permit being recorded on August 17, 2010 as Document No. 629634 in the Elko County Records, Nevada.

Parcel 22

Right to Water being **0.0233** cubic feet per second, applied for by Bert T. Swanston, an undivided 1/3 interest; Robert Swanston, an undivided 1/3 interest; Robert Leal & Elysian Farms, inc., an undivided 1/3 interest, in Application for Permission to Change Point of Diversion, Manner of Use and Place of Use of the Public Waters, Serial No. 53021 and granted to BSR Associates, Ltd. in Certificate of Appropriation of Water, Certificate Record No. 15420 for Stock Watering and Domestic purposes issued on May 12th, 2000, said Certificate being recorded on August 17, 2010 as Document No. 629636 in the Elko County Records, Nevada.

Parcel 23

Right to Water being **0.0069** cubic feet per second, applied for by The Utah Construction Company, in Application for Permit, Serial No. 5422 and granted to Vineyard Land and Stock Co. in Certificate of Appropriation of Water, Certificate Record No. 979 for Stock Watering and Domestic purposes issued on February 20th, 1924, said Certificate being recorded on August 17, 2010 as Document No. 629662 in the Elko County Records, Nevada.

Parcel 24

Right to Water applied for by Big Spring Ranch and The Star Living Trust, in Application for Permission to Change Point of Diversion, Manner of Use and Place of Use of the Public Waters, Permit No. 58142 for Irrigation purposes issued on July 24th, 2009, said Permit being recorded on August 17, 2010 as Document No. 629638 and Document No. 629639 in the Elko County Records, Nevada.

Parcel 25

Right to Water applied for by Big Spring Ranch, LLC and The Star Living Trust, in Application for Permission to Change Point of Diversion, Manner of Use and Place of Use of the Public Waters, Permit No. 58143 for Irrigation purposes issued on July 24th, 2009, said Permit being recorded on August 17, 2010 as Document No. 629640 in the Elko County Records, Nevada.

Parcel 26

Right to Water applied for by Big Spring Ranch and The Star Living Trust, in Application for Permission to Change Point of Diversion, Manner of Use and Place of Use of the Public Waters, Permit No. 58144 for Irrigation purposes issued on July 24th,

[Handwritten signature]
[Handwritten initials] RK. *[Handwritten initials]*



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2009, said Permit being recorded on August 17, 2010 as Document No. 629641 in the Elko County Records, Nevada.

Parcel 27

Right to Water applied for by Big Spring Ranch, LLC and The Star Living Trust, in Application for Permission to Change Point of Diversion, Manner of Use and Place of Use of the Public Waters, Permit No. 58148 for Irrigation purposes issued on July 24th, 2009, said Permit being recorded on August 17, 2010 as Document No. 629642 in the Elko County Records, Nevada.

Parcel 28

Right to Water being **0.0343** cubic feet per second, applied for by BSR Associates, Ltd., in Application for Permission to Change Point of Diversion, Manner of Use and Place of Use of the Public Waters, Permit No. 62703 and granted to Big Springs Associates in Certificate of Appropriation of Water, Certificate Record No. 15545 for Stock Watering and Domestic purposes issued on September 8th, 2000, said Certificate being recorded on August 17, 2010 as Document No. 629644 in the Elko County Records, Nevada.

Parcel 29

Right to Water being **0.027** cubic feet per second, applied for by Robert J. Beaumont, in Proof of Appropriation of Water for Stock Water Purposes, Serial No. 03233 issued on September 10th, 1979, said Document being recorded on August 17, 2010 as Document No. 629645 in the Elko County Records, Nevada.

Parcel 30

Right to Water being **0.0015** cubic feet per second, applied for by Robert J. Beaumont, in Proof of Appropriation of Water for Stock Water Purposes, Serial No. 03300 issued on March 10th, 1980, said Document being recorded on August 17, 2010 as Document No. 629646 in the Elko County Records, Nevada.

Parcel 31

Right to Water being **0.0069** cubic feet per second, applied for by Robert J. Beaumont, in Proof of Appropriation of Water for Stock Water Purposes, Serial No. 03301 issued on March 10th, 1980, said Document being recorded on August 17, 2010 as Document No. 629647 in the Elko County Records, Nevada.

Parcel 32

Right to Water being **0.006** cubic feet per second, applied for by Robert J. Beaumont, in Proof of Appropriation of Water for Stock Water Purposes, Serial No. 03302 issued on

WR
DRG



629773

08/19/2010
17 of 17

March 10th, 1980, said Document being recorded on August 17, 2010 as Document No. 629648 in the Elko County Records, Nevada.

Parcel 33

Right to Water being **0.003** cubic feet per second, applied for by Robert J. Beaumont, in Proof of Appropriation of Water for Stock Water Purposes, Serial No. 03303 issued on March 10th, 1980, said Document being recorded on August 17, 2010 as Document No. 629649 in the Elko County Records, Nevada.

Parcel 34

Right to Water being **0.003** cubic feet per second, applied for by Robert J. Beaumont, in Proof of Appropriation of Water for Stock Water Purposes, Serial No. 03305 issued on March 10th, 1980, said Document being recorded on August 17, 2010 as Document No. 629650 in the Elko County Records, Nevada.

Parcel 35

Right to Water applied for by Bert T. Swanston, an undivided 1/3 interest; Robert Swanston, an undivided 1/3 interest; Robert Leal & Elysian Farms, inc., an undivided 1/3 interest, in Proof of Appropriation of Water for Irrigation, Filling Serial No. 04692 issued on July 7th, 1988, said Document being recorded on August 17, 2010 as Document No. 629651 in the Elko County Records, Nevada.

Parcel 36

Right to Water being **0.34** cubic feet per second, applied for by Nevada Big Springs, INC., in Proof of Appropriation of Water for Stock Water Purposes, Serial No. 05813 issued on August 27th, 1992, said Document being recorded on August 17, 2010 as Document No. 629652 in the Elko County Records, Nevada.

DM
AK EJ

DOC# DV-629773

08/19/2010 04:20PM

Official Record

Requested By
FIRST AMERICAN TITLE HOWA
Elko County - NV
Jerry D. Reynolds - Recorder

Page: 1 of 3 Fee: \$30.00
Recorded By NR RPTT: \$46,800.00

STATE OF NEVADA
DECLARATION OF VALUE FORM

- 1. Assessor Parcel Number(s)
 - a) 009-540-001 ET AL
 - b) (See Attached List)
 - c) _____
 - d) _____

- 2. Type of Property:
 - a) Vacant Land
 - b) Single Fam. Res.
 - c) Condo/Twnhse
 - d) 2-4 Plex
 - e) Apt. Bldg
 - f) Comm'/Ind'l
 - g) Agricultural
 - h) Mobile Home
 - Other _____

FOR RECORDER'S OPTIONAL USE ONLY	
Book: _____	Page: _____
Date of Recording: _____	
Notes: _____	

- 3. Total Value/Sales Price of Property \$12,000,000.00
- Deed in Lieu of Foreclosure Only (value of property) (_____)
- Transfer Tax Value: \$12,000,000.00
- Real Property Transfer Tax Due \$46,800.00

- 4. If Exemption Claimed:
 - a. Transfer Tax Exemption per NRS 375.090, Section _____
 - b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____ Capacity _____

Signature James B Linnich Capacity GRANTEE

SELLER (GRANTOR) INFORMATION (REQUIRED)

Print Name: Big Spring Ranch LLC

Address: P.O. Box 81624

City: Las Vegas

State: NV Zip: 89180

BUYER (GRANTEE) INFORMATION (REQUIRED)

Print Name: Fronteer Development (USA) Inc

Address: 1031 Railroad St., Suite 110

City: Elko

State: NV Zip: 89801

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: First American Title Escrow #: NCS-223939-HHLV sgs/kh

Address: 2490 Paseo Verde Parkway #100

City: Henderson State: NV Zip: 89074



DV-629773
08/19/2010
2 of 3

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STATE OF NEVADA DECLARATION OF VALUE

1. Assessor Parcel Number(s)
- a) 009-540-001 ET AL
- b) **(See Attached List)**
- c) _____
- d) _____
2. Type of Property:
- a) Vacant Land b) Single Fam. Res.
- c) Condo/Twnhse d) 2-4 Plex
- e) Apt. Bldg. f) Comm'l/Ind'l
- g) Agricultural h) Mobile Home
- i) Other _____

FOR RECORDERS OPTIONAL USE ONLY	
Document/Instrument #	_____
Book	_____ Page _____
Date of Recording:	_____
Notes:	_____

3. Total Value/Sales Price of Property: \$12,000,000.00
- Deed in Lieu of Foreclosure Only (value of property) (\$ _____)
- (Provide recording information: Doc/Instrument#: _____ Book _____ Page _____)
- Transfer Tax Value : \$12,000,000.00
- Real Property Transfer Tax Due \$46,800.00
(Tax is computed at 65¢ per \$500 value)
4. If Exemption Claimed:
- a. Transfer Tax Exemption, per NRS 375.090, Section: _____
- b. Explain reason for Exemption: _____
5. Partial Interest: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed

Signature [Signature] Capacity MANAGER

Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Big Spring Ranch LLC

Address: P.O. Box 81624

City: Las Vegas

State: NV Zip: 89180

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Fronteer Development (USA) Inc

Address: 1031 RAILROAD BL. #110

City: EKO

State: NV Zip: 89101

COMPANY/PERSON REQUESTING RECORDING
(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: First American Title Insurance Company National Commercial Services Escrow #: NCS-223939-HHLV sgs/kh

Address: 2490 Paseo Verde Parkway, #100

City: Henderson State: NV Zip: 89074



DV-629773
08/19/2010
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Assessor Parcel Numbers:

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

Exhibit 31

Exhibit 31

APN: 084-140-11 Card 1 of 1		WASHOE COUNTY ASSESSOR PROPERTY DATA				08/16/2016	
Owner Information & Legal Description				Building Information			
Situs	0 INTERSTATE 80 E			Quality			
Owner 1	SPARKS VILLAGE LLC			Stories	Bldg Type		
Mail Address	1401 LAS VEGAS BLVD S			Year Built	0	Square Feet	
	C/O ALI FAEGHI			W.A.Y.	0	0	
	LAS VEGAS NV 89104-1327			Bedrooms	0	Finished Bsmt	
Rec Doc No	3165278	Rec Date	02/02/2005	Full Baths	0	Unfin Bsmt	
Prior Owner	GHOLAMREZA ZANDIAN J			Half Baths	0	Bsmt Type	
Prior Doc	3163916			Fixtures	0		
Keyline Desc	NW4 N2 SW4 NW4 SE4 SEC 13 TWP 20 RGE 23			Fireplaces	0	Gar Conv Sq Foot	
Subdivision	_UNSPECIFIED			Heat Type	0		
	Lot:	Block:	Sub Map#	Sec Heat Type	0		
	Record of Survey Map:	Parcel Map#		Ext Walls	0		
Section: 13	Township: 20	Range: 23	SPC	Sec Ext Walls	0		
Tax Dist	4000	Add'l Tax Info	Prior APN	Roof Cover	0		
Tax Cap Status	Use does not qualify for Low Cap, High Cap Applied			Obso/Bldg Adj	0	Construction Mod	
				% Incomplete	0		
					Units/Bldg		
					0		
					Units/Parcel		
					0		
Land Information							
Land Use	120			Zoning	GR	Sewer	None
Size	219.712 Acre or ~ 9,570,655 SqFt			Water	None	Street	Unpaved
							NBC LAAJ
							NBC Map LA NBC Map
Valuation Information			Sales/Transfer Information/Recorded Document				
Valuation History	2015/16 FV	2016/17 FV	V-Code	LUC	Doc Date	Value/Sale Price	Grantor
Taxable Land Value	109,855	109,855	3BCT	120	02-02-2005	0	GHOLAMREZA, ZANDIAN J
Taxable Improvement Value	0	0	3BGG	120	01-31-2005	750,000	GHOLAMREZA, ZANDIAN J
Taxable Total	109,855	109,855	3BCT	120	01-31-2005	0	GHOLAMREZA, ZANDIAN J
Assessed Land Value	38,449	38,449	3BCT	120	01-31-2005	0	GHOLAMREZA, ZANDIAN J
Assessed Improvement Value	0	0	3BCT	120	01-31-2005	0	GHOLAMREZA, ZANDIAN J
Total Assessed	38,449	38,449	3BIT	120	01-31-2005	750,000	GHOLAMREZA, ZANDIAN J
Building #1 Sketch				Property Photo			

If the property sketch is not available on-line you can obtain a copy by calling (775) 328-2277 or send an email to exemptions@washoecounty.us with 'Sketch Request' in the subject line. Please include the APN.

All parcel data on this page is for use by the Washoe County Assessor for assessment purposes only. Zoning information should be verified with the appropriate planning agency. Summary data may not be a complete representation of the parcel. All Parcels are reappraised each year. This is a true and accurate copy of the records of the Washoe County Assessor's Office as of 08/15/2016.

Exhibit 32

Exhibit 32



160103



BARBARA K. CEGAVSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov

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

Filed in the office of <i>Barbara K. Cegavske</i> Barbara K. Cegavske Secretary of State State of Nevada	Document Number 20150140032-78 Filing Date and Time 03/27/2015 11:52 AM Entity Number LLC29380-2004
--	---

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

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

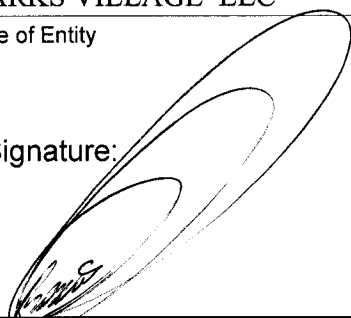
1. The name and title(s) of person that desires to resign:*

REZA ZANDIAN	MANAGER
Name	Title(s)

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

SPARKS VILLAGE LLC	LLC29380-2004
Name of Entity	File Number

3. Signature:



X Authorized Signature

* Resignation of one person from one entity per form.

FILING FEE: \$75.00 PER FORM

This form must be accompanied by appropriate fees.

Exhibit 33

Exhibit 33

SPARKS VILLAGE LLC**Business Entity Information**

Status:	Active	File Date:	12/15/2004
Type:	Domestic Limited-Liability Company	Entity Number:	LLC29380-2004
Qualifying State:	NV	List of Officers Due:	12/31/2016
Managed By:	Managers	Expiration Date:	12/15/2504
NV Business ID:	NV20041295883	Business License Exp:	12/31/2016

Additional Information

Central Index Key:	
---------------------------	--

Registered Agent Information

Name:	SEAN S. FAYEGHI	Address 1:	1401 LAS VEGAS BLVD SOUTH
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89104
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	
Mailing Zip Code:			
Agent Type:	Noncommercial Registered Agent		

Financial Information

No Par Share Count:	0	Capital Amount:	\$ 0
----------------------------	---	------------------------	------

No stock records found for this company**Officers** Include Inactive Officers**Manager - SEAN S FAYEGHI**

Address 1:	1401 S. LAS VEGAS BLVD	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89104	Country:	USA
Status:	Historical	Email:	

Manager - SEAN S FAYEGHI

Address 1:	1401 S. LAS VEGAS BLVD	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89104	Country:	USA
Status:	Active	Email:	

Manager - REZA ZANDIAN

Address 1:	PO BOX 927674	Address 2:	
City:	SAN DIEGO	State:	CA

Zip Code: 91927

Case 17-05016-btb Doc 16-33 Entered 08/18/17 14:12:53 Page 3 of 4

Country: USA

Status: Resigned

Email:

Actions\Amendments

Action Type:	Articles of Organization		
Document Number:	LLC29380-2004-001	# of Pages:	1
File Date:	12/15/2004	Effective Date:	
(No notes for this action)			
Action Type:	Initial List		
Document Number:	LLC29380-2004-002	# of Pages:	1
File Date:	12/15/2004	Effective Date:	
List of Officers for 2004 to 2005			
Action Type:	Annual List		
Document Number:	20050561932-73	# of Pages:	1
File Date:	11/18/2005	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20070107298-06	# of Pages:	1
File Date:	2/8/2007	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20070801466-64	# of Pages:	1
File Date:	11/26/2007	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20080805719-20	# of Pages:	1
File Date:	12/10/2008	Effective Date:	
08-09			
Action Type:	Annual List		
Document Number:	20100743562-60	# of Pages:	1
File Date:	10/1/2010	Effective Date:	
(No notes for this action)			
Action Type:	Miscellaneous		
Document Number:	20130804561-10	# of Pages:	1
File Date:	12/9/2013	Effective Date:	
CERT OF REIN			
Action Type:	Reinstatement		
Document Number:	20130804562-21	# of Pages:	1
File Date:	12/9/2013	Effective Date:	
REIN 10-14			
Action Type:	Acceptance of Registered Agent		

Document Number:	20130804583-32	# of Pages:	1
File Date:	12/9/2013	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20140803811-48	# of Pages:	1
File Date:	12/11/2014	Effective Date:	
(No notes for this action)			
Action Type:	Resignation of Officers		
Document Number:	20150140032-78	# of Pages:	1
File Date:	3/27/2015	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20150573729-61	# of Pages:	1
File Date:	12/31/2015	Effective Date:	
(No notes for this action)			