

1 NOTC  
2 STEVEN L. DAY, ESQ.  
3 Nevada Bar No. 3708  
4 COHEN, JOHNSON & DAY  
5 1060 Wigwam Parkway  
6 Henderson, NV 89074  
7 (702) 309-3333

8 Attorneys for Defendants

FILED

JUL 26 3 50 PM '07

*[Signature]*  
CLERK OF THE COURT

9 DISTRICT COURT  
10 CLARK COUNTY, NEVADA

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

No. 49924  
CASE NO. A511131  
DEPT. NO. XI

FILED

AUG 01 2007

JANETTE M. BLOOM  
CLERK OF SUPREME COURT  
BY *[Signature]*  
DEPUTY CLERK

23 NOTICE OF APPEAL

24 NOTICE IS HEREBY GIVEN that Defendants Ray Koroghli, Fairborz Fred Sadri,  
25 Wendover Project, LLC, Big Spring Ranch, LLC, and Nevada Land and Water Resources,  
26 LLC, hereby appeal to the Supreme Court of Nevada from that certain "Order" of July 19,  
27 2007 denying Defendants' Motion for Re-Hearing and Motion to Amend or Alter

28 Judgment Pursuant to NRCPC 59(a). The Order was filed July 20, 2007. Notice of Entry

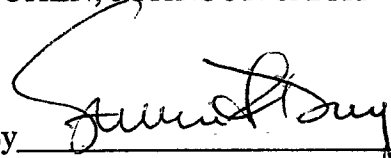
COHEN, JOHNSON & DAY  
1060 Wigwam Parkway  
Henderson, NV 89074  
(702) 309-3333

RECEIVED  
AUG 01 2007  
JANETTE M. BLOOM  
CLERK OF SUPREME COURT

1 of Order has not yet been filed by Plaintiff.

2 DATED this 26<sup>th</sup> day of July, 2007.

3 COHEN, JOHNSON & DAY

4  
5 By 

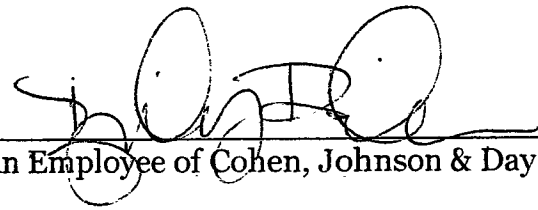
6 STEVEN L. DAY, ESQ.  
7 Nevada Bar No. 3708  
8 JAMES R. NANCE, ESQ.  
9 Nevada Bar No. 9878  
10 1060 Wigwam Parkway  
11 Henderson, NV 89074  
12 Attorneys for Defendants

11 **CERTIFICATE OF MAILING**

12 I HEREBY CERTIFY that on the 26<sup>th</sup> day of July, 2007, I served a copy of the  
13 foregoing NOTICE OF APPEAL, by causing a copy of the same to be deposited in the  
14 United States mail, postage prepaid, addressed as follows:

15  
16 John Peter Lee, Esq.  
17 JOHN PETER LEE, LTD.  
18 830 Las Vegas Blvd. South  
19 Las Vegas, NV 89101  
20 Attorneys for Plaintiff/Counterdefendant

21 John M. Netzorg, Esq.  
22 2810 W. Charleston Blvd., #H-81  
23 Las Vegas, NV 89102  
24 Attorney for Defendants

25  
26  
27  
28   
An Employee of Cohen, Johnson & Day



COHEN, JOHNSON & DAY  
1060 Wigwam Parkway  
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7 Henderson, NV 89074  
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9 Attorneys for Defendants

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JUL 26 3 50 PM '07

  
CLERK OF THE COURT

DISTRICT COURT

CLARK COUNTY, NEVADA

11 GHOLAMREZA ZANDIAN JAZI, )

12 Plaintiff, )

13 vs. )

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

22 Defendants. )

CASE NO. A511131  
DEPT. NO. XI

CASE APPEAL STATEMENT

- 22 1. **Name of appellant filing this case appeal statement:** Ray Koroghli,  
23 Fairborz Fred Sadri, Wendover Project, LLC, Big Spring Ranch, LLC and  
24 Nevada Land and Water Resources, LLC.
- 25 2. **District Court Judge:** Honorable Elizabeth Gonzalez
- 26 3. **All parties to the District Court proceedings are as follows:**

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Gholamreza Zandian Jazi, Ray Koroghli, Fairborz Fred Sadri, Wendover Project, LLC, Big Spring Ranch, LLC and Nevada Land and Water Resources, LLC.

4. **All parties involved in this appeal are as follows:** Theresa Davis, Tracy Roberts, and Ellison Lores as plaintiffs. Richard A. Snowden d/b/a Tally Ho and King Arthur Enterprises, Inc, d/b/a Rick's Tally Ho as defendants.

5. **The following are all parties and their counsel involved in this appeal:**

John Peter Lee, Esq.  
JOHN PETER LEE, LTD.  
830 Las Vegas Blvd. South  
Las Vegas, NV 89101  
Attorneys for Plaintiff/  
Counterdefendant

Steven L. Day, Esq.  
COHEN, JOHNSON & DAY  
1060 Wigwam Parkway  
Henderson, NV 89074  
Attorneys for Defendants/  
Counterclaimants

6. **Appellants' counsel:** Appellants were represented by retained counsel in the district court.

7. **Appellants' counsel on appeal:** Appellants are represented by retained counsel on appeal.

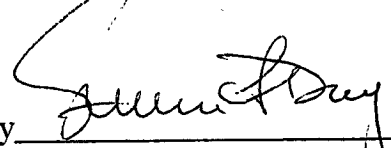
8. **Forma Pauperis:** Appellant was not granted leave to proceed into forma pauperis.

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9. **Commencement of action in district court:** October 5, 2005,  
Complaint (Case No. A511131) filed against Defendants.

DATED this 26<sup>th</sup> day of July, 2007.

COHEN, JOHNSON & DAY

By 


STEVEN L. DAY, ESQ.  
Nevada Bar No. 3708  
JAMES R. NANCE, ESQ.  
Nevada Bar No. 9878  
1060 Wigwam Parkway  
Henderson, NV 89074  
Attorneys for Defendants

**CERTIFICATE OF MAILING**

I HEREBY CERTIFY that on the 26<sup>th</sup> day of July, 2007, I served a copy of the  
foregoing CASE APPEAL STATEMENT, by causing a copy of the same to be deposited in  
the United States mail, postage prepaid, addressed as follows:

John Peter Lee, Esq.  
JOHN PETER LEE, LTD.  
830 Las Vegas Blvd. South  
Las Vegas, NV 89101  
Attorneys for Plaintiff/Counterdefendant

John M. Netzorg, Esq.  
2810 W. Charleston Blvd., #H-81  
Las Vegas, NV 89102  
Attorney for Defendants

  
An Employee of Cohen, Johnson & Day

DATE: 07/27/07  
CASE NO. 05-A-511131-C

I N D E X

TIME 8:44 AM  
JUDGE:Gonzalez, Elizabeth

Jazi, Gholamreza Z [E] vs Koroghli, Ray [E]

0001 P1 Gholamreza Z Jazi 001768 Lee, John P.  
NO. 1 John Peter Lee, Ltd  
830 Las Vegas Blvd. S.  
Las Vegas, NV 89101

0002 D1 Ray Koroghli 003708 Day, Steven L.  
NO. 1 Cohen Johnson & Day  
1060 Wigwam Parkway  
Henderson, NV 89074

0003 D Fariborz F Sadri 003708 Day, Steven L.  
NO. 1 Cohen Johnson & Day  
1060 Wigwam Parkway  
Henderson, NV 89074

0004 D Star Living Trust 003708 Day, Steven L.  
NO. 1 Cohen Johnson & Day  
1060 Wigwam Parkway  
Henderson, NV 89074

0005 D Wendover Project LLC 003708 Day, Steven L.  
NO. 1 Cohen Johnson & Day  
1060 Wigwam Parkway  
Henderson, NV 89074

0006 D Big Spring Ranch LLC 003708 Day, Steven L.  
NO. 1 Cohen Johnson & Day  
1060 Wigwam Parkway  
Henderson, NV 89074

0007 D Nevada Land And Water Resources LLC 003708 Day, Steven L.  
NO. 1 Cohen Johnson & Day  
1060 Wigwam Parkway  
Henderson, NV 89074

0008 CO Wendover Project LLC 001335 Netzorg, John M.  
NO. 1 Netzorg & Caschette  
2810 W Charleston Blvd #81  
Las Vegas, NV 89102-1910

0009 DC Gholamrez Z Jazi ?????? ## UNKNOWN ##

NO.	FILED/REC CODE	REASON/DESCRIPTION	FOR	OC	SCH/PER	C
0001	10/05/05	COMP/COMPLAINT FILED Fee \$148.00	0001			
0002	10/05/05	CONS/CONSENT TO SERVICE BY ELECTONIC MEANS	AL		10/05/05	
0003	10/05/05	IAFD/INITIAL APPEARANCE FEE DISCLOSURE	0001			
0004	10/12/05	SUMM/SUMMONS	0003	SV	10/06/05	
0005	10/12/05	SUMM/SUMMONS	0004	SV	10/06/05	
0006	10/14/05	LISP/NOTICE OF LIS PENDENS	AL			
0007	10/14/05	LISP/NOTICE OF LIS PENDENS	AL		10/14/05	

(Continued to page 2)

WFZ0240

NO.	FILED/REC	CODE	REASON/DESCRIPTION	FOR	OC	SCH/PER	C
0008	10/14/05	ERR	/ERRATA TO COMPLAINT	0001			
0009	10/21/05	MOT	/PLTF'S MTN TO DISMISS COMPLAINT OR COMPEL ARBITRATION /01	AL	MR	11/28/05	
0010	10/26/05	ROC	/RECEIPT OF COPY	0001		10/21/05	
0011	10/31/05	REQT	/PLAINTIFFS RULE 56 (F) MOTION TO CONTINUE SUMMARY JUDGMENT	AL		11/28/05	
0012	10/31/05	REQT	/MOTION TO DISQUALIFY ATTORNEY FOR DEFENDANTS	AL		11/28/05	
0013	11/08/05	COMP	/FIRST AMENDED COMPLAINT	0001			
0014	11/16/05	LISP	/NOTICE OF LIS PENDENS	0001			
0015	11/23/05	RPLY	/REPLY TO OPPOSITION TO MOTION TO DISMISS	0001		11/23/05	
0016	11/23/05	OPPS	/OPPOSITION TO MOTION TO DISQUALIFY	0001			
0017	11/28/05	STIP	/STIPULATION FOR ARBITRATION	0001			
0018	12/08/05	ANS	/DEFENDANTS' RAY KOROCHELI AND FARIBORZ SADRI'S ANSWER AND COUNTERCLAIM	0002		12/08/05	
0019	12/08/05	ANS	/DEFENDANTS' RAY KOROGHLI AND FARIBORZ SADRI'S ANSWER AND COUNTERCLAIM	0003		12/08/05	
0020	12/08/05	TRCT	/RECEIPT #217853 \$400.00	0002		12/08/05	
0021	12/08/05	IAFD	/INITIAL APPEARANCE FEE DISCLOSURE	0002			
0022	12/08/05	DEMD	/DEMAND FOR JURY TRIAL	0002			
0023	12/09/05	OBJ	/PLAINTIFFS OBJECTION TO DEMAND FOR JURY TRIAL	0001			
0024	12/27/05	RPLY	/REPLY TO COUNTERCLAIM	AL			
0025	01/30/06	LISP	/NOTICE OF LIS PENDENS	AL		01/30/06	
0026	02/02/06	ORDR	/ORDER GRANTING APPLICATION TO EXTEND TIME TO EFFECTUATE SERVICE OF PROCESS	AL		02/02/06	
0027	02/02/06	APPL	/APPLICATION TO EXTEND TIME TO EFFECTUATE SERVICE OF PROCESS	0001			
0028	02/03/06	NOTC	/NOTICE OF ENTRY OF ORDER GRANTING APPLICATION TO EXTEND TIME TO EFFECTUATE SERVICE OF PROCESS	AL		02/02/06	Y
0029	02/15/06	SERV	/ACCEPTANCE OF SERVICE	0005	SV	02/15/06	
0030	02/15/06	SERV	/ACCEPTANCE OF SERVICE	0006	SV	02/15/06	
0031	02/15/06	SERV	/ACCEPTANCE OF SERVICE	0007	SV	02/15/06	
0032	02/15/06	NOTC	/NOTICE OF TAKING THE DEPOSITION OF DEFENDANT COUNTERCLAIMANT RAY KOROGHLI	AL	SH	03/06/06	
0033	02/15/06	NOTC	/NOTICE OF TAKING DEPOSITION OF DEFENDANT COUNTERCLAIMANT FARIBORZ FRED SADRI	AL	SH	03/03/06	Y
0034	02/24/06	NOTC	/RENOTICE OF TAKING DEPOSITION OF PLAINTIFF DUCES TECUM	AL	SH	03/06/06	
0035	02/24/06	NOTC	/NOTICE OF TAKING DEPOSITION OF PLAINTIFF DUCES TECUM	AL	SH	03/02/06	
0036	02/28/06	NOTC	/NOTICE OF TAKING THE DEPOSITION OF CRAIG K PERRY ESQ	AL	SH	03/20/06	
0037	03/03/06	SUBP	/SUBPOENA	0001	SH	03/20/06	
0038	03/14/06	APPR	/APPEARANCE	0001	SV	03/01/06	
0039	03/14/06	APPR	/APPEARANCE	0005			
0040	03/14/06	APPR	/APPEARANCE	0006			
0041	03/14/06	MOT	/DEFT'S MTN TO DISMISS COMPLAINT /02	0007			
			(Continued to page 3)	AL	OC	04/17/06	

NO.	FILED/REC CODE	REASON/DESCRIPTION	FOR	OC	SCH/PER	C
0042	03/14/06	IAFD/INITIAL APPEARANCE FEE DISCLOSURE	0005			
0043	03/16/06	NOTC/NOTICE OF TAKING THE DEPOSITION OF RON LANGLEY	AL	SH	03/31/06	
0044	03/16/06	NOTC/NOTICE OF TAKING THE DEPOSITION OF JOHN R HART	AL	SH	03/31/06	
0045	03/16/06	NOTC/NOTICE OF TAKING THE DEPOSITION OF MATTHEW SWAN CPA	AL	SH	03/30/06	
0046	03/16/06	APPL/APPLICATION FOR ISSUANCE OF COMMISSION TO TAKE DEPOSITION OF RON LANGLEY	0001 0001	SH	03/31/06	Y
OUT OF STATE						
0047	03/16/06	APPL/APPLICATION FOR ISSUANCE OF COMMISSION TO TAKE DEPOSITION OF	0001 0001			Y
JOHN R HART OUT OF STATE						
0048	03/23/06	SUBP/SUBPOENA	0001	SH	03/30/06	
0049	03/24/06	CERT/CERTIFICATION OF SERVICE VIA FACSIMILE	0001	SV	03/21/06	
0050	03/24/06	NOTC/NOTICE CONTINUING THE DEPOSITIONS OF JOHN R HART AND RON LANGLEY	0001	SH	04/17/06	
0051	03/27/06	OPPS/PLAINTIFFS OPPOSITION TO MOTION TO DISMISS	0002 0002	SH	04/17/06	
0052	03/28/06	NOTC/RENOTICE OF TAKING THE DEPOSITION OF MATTHEW SWAN CPA	AL	SH	04/06/06	
0053	04/06/06	NOTC/NOTICE CONTINUING THE DEPOSITION OF MATTHEW SWAN CPA	AL	SH	04/06/06	
0054	04/11/06	RSPN/RESPONSE TO REPLY TO OPPOSITION TO MOTION TO DISMISS	0001 0001			
0055	04/13/06	RPLY/REPLY TO OPPOSITION TO MOTION TO DISMISS	0002 0002			
0056	04/25/06	NOTC/RENOTICE OF TAKING THE DEPOSITION OF MATTHEW SWAN CPA	AL	SH	05/01/06	
0057	04/27/06	NOTC/NOTICE OF INTENT TO TAKE DEFAULT	*D			
0058	04/28/06	NOTC/NOTICE OF TAKING DEPOSITIONS		SH	05/12/06	
0059	04/28/06	SUBP/SUBPOENA	0001	SH	05/01/06	
0060	04/28/06	CERT/CERTIFICATION OF SERVICE		SV	04/26/06	
0061	05/01/06	ERR /ERRATA TO NOTICE OF INTENT TOTAKE DEFAULT	AL AL		05/01/06	
0062	05/08/06	ANS /ANSWER OF WENDOVER PROJECT LLC BIG SPRING RANCH LLC AND NEVADA LAND AND WATER RESOURCES LLC TO PLAINTIFFS COMPLAINT	0005 0005			Y
0063	05/08/06	ANS /ANSWER OF WENDOVER PROJECT LLC BIG SPRING RANCH LLC AND NEVADA LAND AND WATER RESOURCES LLC TO PLAINTIFFS COMPLAINT	0006 0006			Y
0064	05/08/06	ANS /ANSWER OF WENDOVER PROJECT LLC BIG SPRING RANCH LLC AND NEVADA LAND AND WATER RESOURCES LLC TO PLAINTIFFS COMPLAINT	0007 0007			Y
0065	05/08/06	NOTC/NOTICE OF CONTINUATION OF DEPOSITIONS	AL	SH	05/12/06	
0066	05/08/06	SUBP/SUBPOENA DUCES TECUM	*D *D	SH SV	05/12/06 04/27/06	
0067	05/09/06	ANS /REPLY TO COUNTERCLAIM	0009		05/09/06	
0068	05/16/06	NOTC/NOTICE OF TAKING DEPOSITIONS	AL	SH	06/01/06	
0069	05/16/06	APPL/APPLICATION FOR ISSUANCE OF COMMISSION TO TAKE OUT OF STATE DEPOSITION OF	MP MP			Y

(Continued to page 4)

NO.	FILED/REC CODE	REASON/DESCRIPTION	FOR	OC	SCH/PER	C
ELI ABRISHAMI						
0070	05/16/06	APPL/APPLICATION FOR ISSUANCE OF COMMISSION TO TAKE OUT OF STATE DEPOSITION OF	MP MP			Y
MAXIM C W WEBB						
0071	05/16/06	NOTC/NOTICE OF TAKING DEPOSITIONS	AL	SH	06/08/06	
0072	05/19/06	CERT/CERTIFICATION OF SERVICE			05/16/06	
0073	05/30/06	SUBP/SUBPOENA DUCES TECUM	0002 0002	SH SV	06/01/06 05/18/06	
0074	05/30/06	NOTC/RE-NOTICE OF TAKING DEPOSITIONS	AL	SH	06/01/06	
0075	05/30/06	NOTC/NOTICE OF TAKING DEPOSITION	AL	SH	06/23/06	
0076	05/30/06	SUBP/SUBPOENA DUCES TECUM	0002 0002	SH SV	06/01/06 05/18/06	
0077	05/30/06	APPL/APPLICATION FOR ISSUANCE OF COMMISSION TO TAKE OUT OF STATE DEPOSITION OF	0002 0002			Y
EZRI NAMVAR						
0078	05/30/06	NOTC/NOTICE OF TAKING DEPOSITION	AL	SH	06/13/06	
0079	06/05/06	NOTC/NOTICE OF TAKING THE DEPOSITION OF MARK CUTCHEN	AL AL	SH	06/21/06	
0080	06/07/06	SUBP/SUBPOENA DUCES TECUM-DON PATTALOCK			06/01/06	
0081	06/07/06	CERT/CERTIFICATE OF SERVICE	0001		05/31/06	
0082	06/07/06	SUBP/SUBPOENA DUCES TECUM	0002 0002	SH SV	06/13/06 05/26/06	
0083	06/07/06	PSER/PROOF OF SERVICE OF SUBPOENA DUCES TECUM ON MAXIM C W WEBB	AL AL	SV	05/24/06	
0084	06/07/06	PSER/PROOF OF SERVICE OF SUBPOENA DUCES TECUM ON ELI ABRISHAMI	AL AL	SV	05/27/06	
0085	06/08/06	SUBP/SUBPOENA DUCES TECUM-REZAI GHASSEM		SH SV	06/13/06 06/01/06	
0086	06/08/06	APPL/APPLICATION FOR ISSUANCE OF COMMISSION TO TAKE OUT OF STATE DEPOSITION OF JOHN	AL AL			Y
HART						
0087	06/08/06	NOTC/NOTICE OF TAKING DEPOSITION	AL	SH	06/22/06	
0088	06/08/06	NOTC/RENOTICE OF TAKING DEPOSITION OF ELI ABRISHAMI	AL AL	SH	06/23/06	
0089	06/22/06	DOW /DESIGNATION OF EXPERT WITNESS	*D			
0090	06/22/06	CRTF/CERTIFICATE OF SERVICE	0009		06/13/06	
0091	06/22/06	NOTC/NOTICE OF TAKING DEPOSITION OF THOMAS CLIMO PH D	AL AL	SH	06/29/06	
0092	06/22/06	SUBP/SUBPOENA DUCES TECUM	*D *D	SH SV	06/22/06 06/09/06	
0093	06/22/06	SUBP/SUBPOENA FOR DEPOSITION	0002 0002	SH SV	06/23/06 06/06/06	
0094	06/22/06	NOTC/NOTICE OF INTENT TO TAKE DEFAULT	AL		06/22/06	
0095	07/03/06	SUBP/SUBPOENA DUCES TECUM		SH	06/29/06	
0096	07/03/06	RPLY/REPLY OF WENDOVER PROJECT LLC TO PLAINTIFFS COUNTERCLAIM TO COUNTERCLAIM	AL AL			
0097	07/05/06	SCCR/PLAINTIFF COUNTERDEFENDANTS SUPPLEMENTAL TO 16.1 PRODUCTION OF DOCUMENTS	0001 0001			
0098	07/13/06	NOTC/RENOTICE OF TAKING DEPOSITION OF THOMAS CLIMO PH D	AL AL	SH	07/28/06	
0099	07/13/06	SUPP/DEFENDANTS SUPPLEMENT TO 16.1 DISCLOSURES				

(Continued to page 5)

WFZ0243

NO.	FILED/REC	CODE	REASON/DESCRIPTION	FOR	OC	SCH/PER	C
0100	07/21/06		SUBP/SUBPOENA FOR ARBITRATION	0002	SH	08/22/06	
				0002	SV	07/19/06	
0101	07/21/06		SUBP/SUBPOENA FOR ARBITRATION		SH	08/22/06	
					SV	07/19/06	
0102	07/21/06		SUBP/SUBPOENA FOR ARBITRATION	0001	SH	08/22/06	
0103	07/25/06		SUBP/SUBPOENA FOR ARBITRATION		SH	08/22/06	
					SV	07/20/06	
0104	08/08/06		SCCR/PLAINTIFF COUNTERDEFENDANTS SECOND SUPPLEMENT TO 16.1 PRODUCTION OF	AL			Y
				AL			
DOCUMENTS							
0105	09/28/06		ATLN/NOTICE OF ATTORNEY LIEN	AL		09/28/06	
0106	12/04/06		REQT/REQUEST FOR BUSINESS COURT	AL			
0107	12/05/06		ASSG/REASSIGNMENT OF JUDGE Denton TO JUDGE Gonzalez				
0108	12/13/06		MOT /PLTF/CNTRDEFT JAZI MTN FOR CONFIRMATION & ENTRY OF JGMNT ON ARBITRATION AWARD/03	AL		01/11/07	
				AL			
0109	12/13/06		ROC /RECEIPT OF COPY OF ZANDIANS MOTION FOR CONFIRMATION AND ENTRY OF JUDGMENT ON	*D		12/13/06	Y
				*D			
ARBITRATION AWARD							
0110	12/16/06		ASSG/Reassign Case From Judge Gonzalez To Judge JOHNSON				
0111	12/18/06		MOT /DEFT'S MTN TO VACATE ARBITRATION AWARD/MTN TO MODIFY OR CORRECT /04	AL		01/11/07	
				AL			
0112	12/18/06		ASSG/REASSIGNMENT OF JUDGE JOHNSON TO JUDGE Gonzalez				
0113	12/22/06		OCAL/MINUTE ORDER RE: INCORRECT CASE REASSIGNMENT	NP		12/22/06	
				NP			
0114	12/22/06		ASSG/REASSIGNMENT OF JUDGE Gonzalez TO JUDGE Denton				
0115	12/22/06		CMMT/PER MINUTES 12/22/06				
0116	12/22/06		PRMT/PEREMPTORY CHALLENGE Denton CASE REASSIGNED TO Halverson				
0117	12/22/06		ASSG/REASSIGNMENT OF JUDGE Halverson TO JUDGE Gonzalez				
0118	12/22/06		CMMT/RE-ASSIGNED TO GONZALEZ (BUS CRT CASE)				
0119	12/22/06		NDR /NOTICE OF DEPARTMENT REASSIGNMENT			12/22/06	Y
			001335001768001335001335001768FC				
			001335001335001335????????001768001335001335001768001335001335001335001335				
0120	12/21/06		ROC /RECEIPT OF COPY OF MOTION TO VACATE ARBITRATION AWARD OR IN THE ALTERNATIVE	0001		12/19/06	Y
			TO MODIFY OR CORRECT	0001			
0121	12/21/06		EXPT/EX PARTE APPLICATION FOR ORDER ORDER SHORTENING TIME AND REQUEST FOR	AL			Y
				AL			
ORAL ARGUMENT							
0122	12/26/06		NOEV/NOTICE OF EXHIBIT(S) IN THE VAULT	AL		12/18/06	
0123	12/26/06		NOEV/NOTICE OF EXHIBIT(S) IN THE VAULT	AL		12/13/06	
0124	12/27/06		CERT/CERTIFICATION OF SERVICE			12/21/06	
0125	12/28/06		OPPS/OPPOSITION TO MOTION TO VACATE ARBITRATION AWARD OR IN THE	AL		01/11/07	Y
				AL			
ALTERNATIVE MOTION TO MODIFY OR CORRECT							
0126	12/29/06		NOEV/PLTF'S OPPTS TO MTN TO VACATE ARB AWARD	AL			
0127	01/05/07		OPPS/OPPOSITION TO MOTION FOR CONFIRMATION AND ENTRY OFJUDGMENT ON ARBITRATINO			01/11/07	Y

(Continued to page 6)

WFZ0244



05-A-511131-C		(Continuation	Page	6)		
NO. FILED/REC CODE	REASON/DESCRIPTION	FOR	OC	SCH/PER	C	
AWARD AND REPLY TO OPPOSITION TO MOTION TO VACATE						
0128	01/11/07 MOT /ALL PENDING MOTIONS (1/11/07)	AL		01/11/07		
0129	01/09/07 RPLY/REPLY TO OPPOSITION TO MOTION FOR	0001				Y
	CONFIRMATION AND ENTRY OF JUDGMENT ON	0001				
ARBITRATION AWARD						
0130	01/16/07 TRAN/REPORTER'S TRANSCRIPT OF PROCEEDINGS	AL		01/11/07		
0131	01/19/07 NOEV/NOTICE OF EXHIBIT(S) IN THE VAULT	AL				
0132	01/19/07 ORDR/ORDER ON MOTION TO CONFIRM ARBITRATION	AL				Y
	AWARD AND MOTION TO VACATE ARBITRATION	AL				
AWARD						
0133	01/22/07 NOTC/NOTICE OF ENTRY OF ORDER ON MOTION TO	AL		01/19/07		Y
	CONFIRM ARBITRATION AWARD AND MOTION TO	AL				
VACATE ARBITRATION AWARD						
0134	03/08/07 SUPP/SUPPLEMENT TO NOTICE OF ATTORNEYS LIEN	AL				
0135	03/22/07 MOT /PLTF'S MTN FOR REFERRAL TO ARBITRATOR/07	NP	DN	04/24/07		
0136	04/05/07 OPPTS/OPPOSITION TO PLTF'S MOTION FOR	0001		04/24/07		
	REFERRAL TO ARBITRATOR	0001				
0137	03/26/07 RAR /ARBITRATOR REPORT AND RECOMMENDATION TO	AL				
	DISTRICT COURT	AL				
0138	04/16/07 RPLY/REPLY TO OPPOSITION TO PLAINTIFFS	0001				
	MOTION FOR REFERRAL TO ARBITRATOR	0001				
0139	04/24/07 REQT/REQUEST FOR ORAL ARGUMENT ON THE	AL	SH	04/24/07		Y
	PLAINTIFFS MOTION FOR REFERRAL TO	AL				
ARBITRATOR						
0140	04/25/07 OBJ /PLTF'S OBJECTION TO DEFTS REQUEST FOR	*D		04/25/07		Y
	ORAL ARGUMENT ON PLTF'S MOTIN FOR	*D				
REFERRAL TO ARBITRATOR						
0141	05/16/07 MOT /ZANDIAN'S MTN FOR CONFIRMATION/ENTRY OF	AL	GR	06/05/07		
	JGMNT ON ARBITRATION AWARD AND OST /08	AL				
0142	05/16/07 ROC /RECEIPT OF COPY OF ZANDIANS MOTION FOR	*D		05/16/07		Y
	CONFIRMATION AND ENTRY OF JUDGMENT ON	*D				
ARBITRATION AWARD AND ORDER SHORTENING TIME						
0143	05/25/07 OPPTS/OPPOSITION TO PLAINTIFFS MOTION FOR	0001	SH	06/05/07		Y
	CONFIRMATION AND ENTRY OF JUDGMENT ON	0001				
ARBITRATION AWARD COUNTER MOTION TO VACATE ARBITRATION AWARD AS AMENDED						
0144	05/31/07 RPLY/REPLY TO OPPOSITION TO MOTION FOR	AL				Y
	CONFIRMATION AND ENTRY OF JUDGMENT	AL				
ON ARBITRATION AWARD						
0145	06/06/07 OCAL/STATUS CHECK: COMPLIANCE (VJ 07-17-07)	AL	VC	07/24/07		
0146	06/08/07 NOTC/NOTICE OF ENTRY OF JUDGMENT CONFIRMING	AL		06/08/07		
	ARBITRATION AWARD	AL				
0147	06/13/07 MOT /DEFT'S MTN TO STAY /10	AL	GR	06/21/07		
0148	06/13/07 HEAR/DEFT'S MTN FOR REHEARING/11	AL	DN	07/17/07		
0149	06/08/07 JMNT/JUDGMENT UPON ARBITRATION AWARD	0003		06/15/07		
0150	06/08/07 JMNT/JUDGMENT UPON ARBITRATION AWARD	0004		06/15/07		
0151	06/15/07 MOT /DEFT'S MTN TO AMEND JUDGMENT/12	AL	DN	07/17/07		
0152	06/18/07 ROC /RECEIPT OF COPY	0001		06/15/07		
0153	06/18/07 ROC /RECEIPT OF COPY	AL		06/15/07		
0154	06/18/07 ORDR/ORDER SHORTENING TIME	*D	SH	06/21/07		
0155	06/19/07 OPPTS/OPPOSITION TO MOTION FOR HEARING	*D		06/21/07		
0156	06/19/07 OPPTS/OPPOSITION TO MOTION FOR STAY	*D	SH	06/21/07		
0157	06/20/07 RPLY/REPLY TO OPPOSITION TO MOTION FOR	0001	SH	06/21/07		
	STAY	0001				

(Continued to page 7)


WFZ0245

NO.	FILED/REC CODE	REASON/DESCRIPTION	FOR	OC	SCH/PER	C
0158	06/25/07	MOT /ALL PENDING MOTIONS (06-21-07)	AL		06/21/07	
0159	06/20/07	ERR /ERRATA TO OPPOSITION TO MOTION FOR STAY	AL			
0160	06/20/07	RPLY/REPLY TO OPPOSITION TO MOTION FOR RE- HEARING	AL	SH	06/21/07	
0161	06/21/07	CRTF/CERTIFICATION OF SERVICE OF ORDER SHORTENING TIME FOR HEARINGS	AL		06/19/07	
0162	06/25/07	OPPS/OPPOSITION TO MOTION TO AMEND OR ALTER JUDGMENT PURSUANT TO NRCP 59E OR IN THE ALTERNATIVE MOTION FOR A NEW TRIAL PURSUANT TO NRCP 59A	AL	SH	07/17/07	Y
0163	06/25/07	ORDR/ORDER RE DEFENDANTS MOTION FOR RE HEARING AND MOTION FOR STAY OF	AL	VC	06/21/07	Y
			AL	SH	07/17/07	
PROCEEDINGS						
0164	06/25/07	CHBD/CASH BOND #01365592 \$10,000.00			06/25/07	
0165	06/27/07	NOTC/NOTICE OF ENTRY OF ORDER	AL		06/25/07	
0166	07/03/07	TRAN/REPORTER'S TRANSCRIPT OF HEARING ON MOTION FOR STAY	AL		06/21/07	
0167	07/03/07	RPLY/REPLY TO OPPOSITION TO MOTION TO AMEND OR ALTER JUDGMENT PURUSANT TO NRCP	0001		07/17/07	Y
			0001			
59(E) OR IN THE ALTERANTIVE MOTION FOR NEW TRIAL PURUSANT TO NRCP 59(A)						
0168	07/13/07	NOTC/NOTICE OF APPEARANCE	AL		07/13/07	
0169	07/13/07	BREF/SUPPLEMENTAL BRIEF IN SUPPORT OF DEFTS MOTION TO AMEND OR ALTER JUDGMENT PURSUANT TO NRCP 59(e) OR IN THE ALTERNATIVE MOTIN FOR NEW TRIAL PURSUANT NRCP 59(a)			07/18/07	Y
0170	07/17/07	MOT /ALL PENDING MOTIONS (07-17-07)	AL		07/17/07	
0171	07/17/07	OCAL/STATUS CHECK: COMPLIANCE	AL		08/23/07	
0172	07/16/07	RPLY/PLAINTIFFS REPLY TO DEFENDANTS SUPPLEMENTAL BRIEF TO MOTION TO ALTER OR AMEND JUDGMENT AND COUNTER MOTION TO STRIKE	*D		07/16/07	Y
			*D			
0173	07/19/07	MOT /NETZORG'S MTN TO WITHDRAW AS COUNSEL /16	NP		08/21/07	
0174	07/20/07	ORDR/ORDER ON POST JUDGMENT MOTIONS	AL	HG	07/17/07	
0175	07/23/07	NOTC/NOTICE OF ENTRY OF ORDER	AL		07/20/07	

ORIGINAL

18

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

**FILED**  
 JUL 20 1 47 PM '07  
  
 CLERK OF THE COURT

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

10 **GHOLAMREZA ZANDIAN JAZI,** )  
 11 )  
 12 Plaintiff, )  
 13 v. )  
 14 **RAY KOROGHLI, individually, FARIBORZ FRED** )  
 15 **SADRI, individually, and as Trustee of the Star** )  
 16 **Living Trust, WENDOVER PROJECT, LLC, a** )  
 17 **Nevada limited liability company; BIG SPRING** )  
 18 **RANCH, LLC, a Nevada limited liability company,** )  
 19 **and NEVADA LAND AND WATER** )  
 20 **RESOURCES, LLC, a Nevada limited liability** )  
 21 **company,** )  
 22 )  
 23 Defendants. )

CASE NO.: A511131  
 DEPT. NO.: XI

**ORDER ON POST-JUDGMENT MOTIONS**

19 **RAY KOROGHLI, individually and FARIBORZ** )  
 20 **FRED SADRI, individually,** )  
 21 )  
 22 Counterclaimants, )  
 23 v. )  
 24 **GHOLAMREZA ZANDIAN JAZI,** )  
 25 )  
 26 Counterdefendant. )  
 27 )  
 28 **WENDOVER PROJECT, LLC,** )  
 29 )  
 30 Counterclaimant, )  
 31 v. )  
 32 **GHOLAMREZA ZANDIAN JAZI,** )  
 33 )  
 34 Counterdefendant. )

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

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\_\_\_\_\_) )  
GHOLAMREZA ZANDIAN JAZI, )  
Counterclaimant, )  
v. )  
WENDOVER PROJECT, LLC, )  
Counterdefendant. )

1334.022860-sy

**ORDER ON POST-JUDGMENT MOTIONS**

Defendants' Motion for Re-hearing and Motion to Amend or Alter Judgment Pursuant to NRCP 59 (e), or in the Alternative, Motion for New Trial Pursuant to NRCP 59 (a) came before this Court for hearing on July 17, 2007. Michael A. Reynolds, Esq., and Yvette R. Freedman, Esq., of the law firm of John Peter Lee, Ltd., appeared on behalf of Plaintiff, Gholamereza Zandian Jazi, and Steven L. Day, Esq., of Cohen, Johnson and Day, appeared on behalf of all Defendants.


The Court having considered the pleadings on file and the arguments of counsel,  
IT IS HEREBY ORDERED that Defendants' Motions are denied.

Dated this 19 day of July, 2007.

  
\_\_\_\_\_  
HONORABLE ELIZABETH GONZALEZ  
DISTRICT COURT JUDGE, DEPARTMENT 11

RESPECTFULLY SUBMITTED BY:

JOHN PETER LEE, LTD.

BY:   
\_\_\_\_\_  
JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
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GHOLAMREZA ZANDIAN JAZI

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CLERK OF THE COURT

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2 JOHN PETER LEE, LTD.  
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4 Nevada Bar No. 001768  
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10 Attorneys for Plaintiff/Counterdefendant  
11 GHOLAMREZA ZANDIAN JAZI

DISTRICT COURT

CLARK COUNTY, NEVADA

10 GHOLAMREZA ZANDIAN JAZI,

11 Plaintiff,

12 v.

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

21 Defendants.

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

24 Counterclaimants,

25 v.

26 GHOLAMREZA ZANDIAN JAZI,

27 Counterdefendant.

28 WENDOVER PROJECT, LLC,

Counterclaimant,

v.

GHOLAMREZA ZANDIAN JAZI,

Counterdefendant.

CASE NO.: A511131  
DEPT. NO.: XI

NOTICE OF ENTRY OF ORDER

JOHN PETER LEE, LTD.  
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RECEIVED  
JUL 23 2007

CLERK OF THE COURT

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

6 1334.022860-sy

7 **NOTICE OF ENTRY OF ORDER**

8 PLEASE TAKE NOTICE the Order On Post-Judgment Motions which is attached hereto was  
9 entered on July 20, 2007.

10 Dated this 20 day of July, 2007.

11 JOHN PETER LEE, LTD.

12 BY: Michael A. Reynolds  
13 JOHN PETER LEE, ESQ.  
14 Nevada Bar No. 001768  
15 MICHAEL A. REYNOLDS, ESQ.  
16 Nevada Bar No. 008631  
17 830 Las Vegas Boulevard South  
18 Las Vegas, Nevada 89101  
19 Ph: (702) 382-4044/Fax: (702) 383-9950  
20 email: [info@johnpeterlee.com](mailto:info@johnpeterlee.com)

21  
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JOHN PETER LEE, LTD.  
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LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

CERTIFICATE OF MAILING

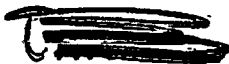
1  
2 HEREBY CERTIFY that on the 20<sup>th</sup> day of July, 2007, I served a copy of the foregoing  
3 NOTICE OF ENTRY OF ORDER ON POST-JUDGMENT MOTIONS in the above captioned  
4 matter by enclosing it in a sealed envelope upon which first class postage was fully prepaid  
5 addressed to:

6 John M. Netzorg, Esq.  
7 2810 West Charleston Blvd., #H-81  
8 Las Vegas, Nevada 89102

Steven L. Day  
Cohen, Johnson & Day  
1060 West Wigman Pkwy  
Henderson, Nevada 89074

9  
10   
11 An employee of JOHN PETER LEE, LTD.

12 JOHN PETER LEE, LTD.  
13 ATTORNEYS AT LAW  
14 830 LAS VEGAS BLVD. SOUTH  
15 LAS VEGAS, NEVADA 89101  
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CLERK OF THE COURT

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

DISTRICT COURT

CLARK COUNTY, NEVADA

10 GHOLAMREZA ZANDIAN JAZI, )  
 11 Plaintiff, )  
 12 v. )  
 13 RAY KOROGHLI, individually, FARIBORZ FRED )  
 SADRI, individually, and as Trustee of the Star )  
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 Nevada limited liability company; BIG SPRING )  
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 17 Defendants. )

CASE NO.: A511131  
DEPT. NO.: XI

ORDER ON POST-JUDGMENT MOTIONS

18 \_\_\_\_\_ )  
 19 RAY KOROGHLI, individually and FARIBORZ )  
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 20 Counterclaimants, )  
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 25 WENDOVER PROJECT, LLC, )  
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1 )  
2 GHOLAMREZA ZANDIAN JAZI, )  
3 Counterclaimant, )  
4 v. )  
5 WENDOVER PROJECT, LLC, )  
6 Counterdefendant. )

7 1334.022860-sy

8 **ORDER ON POST-JUDGMENT MOTIONS**

9 Defendants' Motion for Re-hearing and Motion to Amend or Alter Judgment Pursuant to  
10 NRCPC 59 (e), or in the Alternative, Motion for New Trial Pursuant to NRCPC 59 (a) came before this  
11 Court for hearing on July 17, 2007. Michael A. Reynolds, Esq., and Yvette R. Freedman, Esq., of  
12 the law firm of John Peter Lee, Ltd., appeared on behalf of Plaintiff, Gholamreza Zandian Jazi, and  
13 Steven L. Day, Esq., of Cohen, Johnson and Day, appeared on behalf of all Defendants.


14 The Court having considered the pleadings on file and the arguments of counsel,  
15 IT IS HEREBY ORDERED that Defendants' Motions are denied.

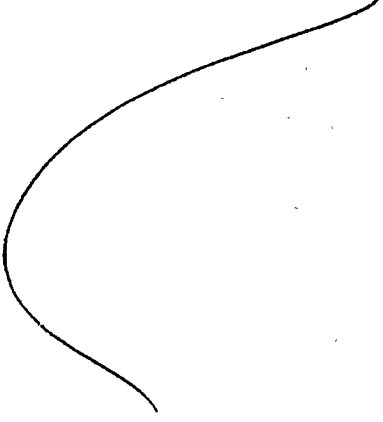
16 Dated this 19 day of July, 2007.

17  JK  
18 HONORABLE ELIZABETH GONZALEZ  
19 DISTRICT COURT JUDGE, DEPARTMENT 11

20 RESPECTFULLY SUBMITTED BY:

21 JOHN PETER LEE, LTD.

22  
23 BY:   
24 JOHN PETER LEE, ESQ.  
25 Nevada Bar No. 001768  
26 MICHAEL A. REYNOLDS, ESQ.  
27 Nevada Bar No. 008631  
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Attorneys for Plaintiff/Counterdefendant  
GHOLAMREZA ZANDIAN JAZI



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Telecopier (702) 383-9950

## CIVIL COURT MINUTES

05-A-511131-C Jazi, Gholamreza Z vs Koroghli, Ray

---

11/28/05 09:00 AM 00 PLTF'S MTN TO DISMISS COMPLAINT OR  
COMPEL ARBITRATION /01

HEARD BY: Mark R. Denton, Judge; Dept. 13

OFFICERS: Sue Burdette, Court Clerk

PARTIES: NO PARTIES PRESENT

John Netzorg, Esq., present.

Mr. Netzorg advised the matter is resolved and there are no other matters to come before the Court today. COURT ORDERED, matter OFF CALENDAR.

CLERK'S NOTE: LATER, it was determined that a Stipulation for arbitration was filed.../sb

---

04/17/06 09:00 AM 00 DEFT'S MTN TO DISMISS COMPLAINT /02

HEARD BY: Mark R. Denton, Judge; Dept. 13

OFFICERS: Sue Burdette, Court Clerk

PARTIES: NO PARTIES PRESENT

COURT finds there are no appearances; finds that counsel has contacted Chambers and indicated the parties are stipulating to arbitration; and ORDERED, matter OFF CALENDAR.

CIVIL COURT MINUTES

05-A-511131-C Jazi, Gholamreza Z

vs Koroghli, Ray

CONTINUED FROM PAGE: 001

12/22/06 ??:?? ?M 00 MINUTE ORDER RE: INCORRECT CASE REASSIGNMENT

HEARD BY: Elizabeth Gonzalez, Judge; Dept. 11

OFFICERS: Willa Pettice, Court Clerk

PARTIES: NO PARTIES PRESENT

The Court stated this is a Business Court case that was transferred from Dept. 13 in error. Judge Denton is to retain this case. COURT ORDERED, matter referred back to Dept. 13 as a Business Court case.

01/11/07 09:00 AM 00 ALL PENDING MOTIONS (1/11/07)

HEARD BY: Elizabeth Gonzalez, Judge; Dept. 11

OFFICERS: Melissa Swinn, Relief Clerk  
Jill Hawkins, Reporter/Recorder

PARTIES: 0001 P1 Jazi, Gholamreza Z  
008631 Reynolds, Michael A.  
007699 Fic, Holly

N  
Y  
Y

0002 D1 Koroghli, Ray  
001335 Netzorg, John M.

N  
Y

PLAINTIFF/COUNTER DEFENDANT JAZI MOTION FOR CONFIRMATION AND ENTRY OF JUDGMENT ON ARBITRATION AWARD . . . DEFT'S MOTION TO VACATE ARBITRATION AWARD/MOTION TO MODIFY OR CORRECT

Arguments by counsel. COURT ORDERED, both motions DENIED. FURTHER, matter REFERRED back to Floyd Hale to resolve the following issues:

- 1 - Spouses need to sign on documents;
- 2 - Obtain waiver from anyone with the first right of refusal;
- 3 - Complete settlement agreement.

Further, it is this Court's recommendation that escrow be opened if real property is being transferred. Counsel advised all parties present that they can return to this Court to either resolve the issues or to assist in implementing the resolution.

CIVIL COURT MINUTES

05-A-511131-C Jazi, Gholamreza Z vs Koroghli, Ray

CONTINUED FROM PAGE: 002

04/24/07 ??:?? ?M 00 PLTF'S MTN FOR REFERRAL TO ARBITRATOR/07

HEARD BY: Elizabeth Gonzalez, Judge; Dept. 11

OFFICERS: Willa Pettice, Court Clerk

PARTIES: NO PARTIES PRESENT

COURT ORDERED, Pltf's Motion for Referral to Arbitrator is DENIED.

05/29/07, 09:00 AM 00 ZANDIAN'S MTN FOR CONFIRMATION/ENTRY OF JGMNT ON ARBITRATION AWARD AND OST /08

HEARD BY: Elizabeth Gonzalez, Judge; Dept. 11

OFFICERS: Denise Trujillo, Court Clerk  
Debbie Winn, Reporter/Recorder

PARTIES: NO PARTIES PRESENT

At request of both counsel, COURT ORDERED, matter CONTINUED.

CONTINUED TO: 06/05/07 09:00 AM 01

CIVIL COURT MINUTES

05-A-511131-C Jazi, Gholamreza Z vs Koroghli, Ray

CONTINUED FROM PAGE: 003

06/05/07 09:00 AM 01 ZANDIAN'S MTN FOR CONFIRMATION/ENTRY OF JGMNT ON ARBITRATION AWARD AND OST /08

HEARD BY: Elizabeth Gonzalez, Judge; Dept. 11

OFFICERS: Phyllis Irby/pi, Court Clerk  
Jill Hawkins, Reporter/Recorder

REQ. BY: Jazi Gholamreza Z, Plaintiff

PARTIES:	0001 P1	Jazi, Gholamreza Z	N
	007373	Hatfield, Trevor J.	Y
	008631	Reynolds, Michael A.	Y
	0002 D1	Koroghli, Ray	N
	001335	Netzorg, John M.	Y
	0003 D	Sadri, Fariborz F	N
	001335	Netzorg, John M.	Y
	0005 D	Wendover Project LLC	N
	001335	Netzorg, John M.	Y
	0006 D	Big Spring Ranch LLC	N
	001335	Netzorg, John M.	Y
	0007 D	Nevada Land And Water Resources LLC	N
	001335	Netzorg, John M.	Y
	0008 CO	Wendover Project LLC	N
	001335	Netzorg, John M.	Y

Following arguments of counsel. COURT ORDERED, Zandian's Motion is GRANTED; matter set for status check.

7-24-07 9:00 AM STATUS CHECK: COMPLIANCE

CIVIL COURT MINUTES

05-A-511131-C Jazi, Gholamreza Z

vs Koroghli, Ray

CONTINUED FROM PAGE: 004

06/21/07 09:00 AM 00 ALL PENDING MOTIONS (06-21-07)

HEARD BY: Elizabeth Gonzalez, Judge; Dept. 11

OFFICERS: Carol Donahoo, Relief Clerk  
Jill Hawkins, Reporter/Recorder

PARTIES: 0001 P1 Jazi, Gholamreza Z  
007373 Hatfield, Trevor J.

N  
Y

0002 D1 Koroghli, Ray  
001335 Netzorg, John M.

N  
Y

DRFT.'S MOTION FOR STAY OF PROCEEDINGS TO ENFORCE THE JUDGMENT...DEFT.'S  
MOTION FOR REHEARING

Argument on Deft.'s Motion for Stay of Proceedings. COURT ORDERED, Motion  
GRANTED during the period of resolution of post-trial motions only. Court  
will require a bond in the amount of \$10,000 for that limited period;  
however, the Court will reconsider the amount of the bond after resolution  
of the pending motions. COURT FURTHER ORDERED, Deft.'s Motion for Rehearing  
rescheduled to July 17, 2007, at 9:00 a.m.

CIVIL COURT MINUTES

05-A-511131-C Jazi, Gholamreza Z

vs Koroghli, Ray

CONTINUED FROM PAGE: 005

07/17/07 09:00 AM 00 ALL PENDING MOTIONS (07-17-07)

HEARD BY: Elizabeth Gonzalez, Judge; Dept. 11

OFFICERS: Carol Donahoo, Relief Clerk  
Jill Hawkins, Reporter/Recorder

PARTIES: 0001 P1 Jazi, Gholamreza Z  
008631 Reynolds, Michael A.

N  
Y

0002 D1 Koroghli, Ray  
003708 Day, Steven L.

N  
Y

DEFT.'S MOTION FOR REHEARING PURSUANT TO E.D.C.R. 2.24...DEFT.'S MOTION TO AMEND OR ALTER JUDGMENT PURSUANT TO NRCP 59(e), OR IN THE ALTERNATIVE, MOTION FOR A NEW TRIAL PURSUANT TO NRCP 59(e)

Arguments by counsel on both Motions. COURT ORDERED, Motions DENIED. Colloquy regarding the July 24 Status Check. COURT FURTHER ORDERED status check VACATED and RESET.

08/23/07 9:00 AM STATUS CHECK: COMPLIANCE

eff: 9/1/96

**CLERK OF COURT  
NOTICE OF DEFICIENCY  
ON APPEAL TO NEVADA SUPREME COURT**

**STEVEN L. DAY ESQ.  
1060 WIGWAM PARKWAY  
HENDERSON, NV 89074**

**DATE: July 27, 2007  
CASE: A511131**

**RE CASE: GHOLAMREZA ZANDIAN JAZI vs. RAY KOROGHLI, FAIRBORZ  
FRED SADRI; WENDOVER PROJECT, LLC; BIG SPRING RANCH, LLC; NEVADA LAND  
AND WATER RESOURCES, LLC.**

NOTICE OF APPEAL FILED: July 26, 2007

RULE 3(e) DOCUMENTS TRANSMITTED: July 27, 2007

RULE 3(e) DOCUMENTS NOT TRANSMITTED/MISSING:

**\$24 - FILING FEE**

**\$250 - COST ON APPEAL BOND**

**\$250 - SUPREME COURT FILING FEE**

**EXPLANATION OF POSSIBLE DEFICIENCIES:**

<b>DOCUMENTS/FEES:</b>	<b>REFER TO:</b>	<b>PROCEDURE:</b>
NOTICE OF APPEAL	NRAP 3(a)	\$24.00 District Court Filing Fee (if applicable).
CASE APPEAL STATEMENT	NRAP 3(a)(1)	<b>To be filed with Notice of Appeal:</b> Lists information necessary for docketing in the supreme court: district court case number; party names; counsel names; trial judge; whether trial or appellate counsel was appointed; whether appellant is proceeding in forma pauperis; date the proceedings commenced in the district court {NRAP Form 2}*.
COST ON APPEAL BOND	NRAP 7	<b>To be posted with Notice of Appeal</b> \$250 (Civil) {No Personal Checks}
\$250.00 FILING FEE	NRAP12 NRS 2.250	Check or money order payable to the Clerk of the Supreme Court for the docket filing fee. <b>Submit with Notice of Appeal*.</b>

\*Must be mailed directly to Supreme Court if not submitted at time of filing Notice of Appeal

WFZ0260



# Certification of Copy

State of Nevada }  
County of Clark } SS:

I, Charles J. Short, the duly elected, qualifying and acting Clerk of Clark County, in the State of Nevada, and Ex-Officio Clerk of the District Court, do hereby certify that the foregoing is a true, full and correct copy of the original.

NOTICE OF APPEAL; CASE APPEAL STATEMENT; DISTRICT COURT DOCKET ENTRIES; ORDER ON POST-JUDGMENT MOTIONS; NOTICE OF ENTRY OF ORDER; DISTRICT COURT MINUTES; NOTICE OF DEFICIENCY

GHOLAMREZA ZANDIAN JAZI,

Plaintiff(s),

vs.

RAY KOROGHLI; FAIRBORZ FRED SADRI,  
individually and as Trustee of the Star Living Trust; WENDOVER PROJECT, LLC; BIG SPRING RANCH, LLC; NEVADA LAND AND WATER RESOURCES, LLC.,

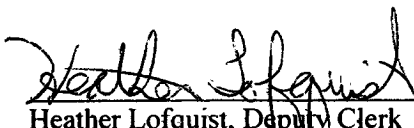
Defendant(s),

)  
)  
) Case No: A511131  
) Dept No: XI  
)  
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)  
)

now on file and of record in this office.

**IN WITNESS THEREOF**, I have hereunto  
Set my hand and Affixed the seal of the  
Court at my office, Las Vegas, Nevada  
This 27 day of July 2007.

Charles J. Short, Clerk of the Court

  
\_\_\_\_\_  
Heather Lofquist, Deputy Clerk

**SUPREME COURT OF THE STATE OF NEVADA  
OFFICE OF THE CLERK**

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,  
Appellants,

vs.

GHOLAMREZA ZANDIAN JAZI,  
Respondent.

**Supreme Court No. 49924**

District Court Case No. A511131

**RECEIPT FOR DOCUMENTS**

TO: Cohen, Johnson & Day and Steven L. Day  
John Peter Lee Ltd. and John Peter Lee  
Charles J. Short , District Court Clerk

You are hereby notified that the Clerk of the Supreme Court has received and/or filed the following:

08/01/07 Filing Fee due.

08/01/07 Filed Certified Copy of Notice of Appeal.  
Notice Re Settlement Conference Program and Suspension of Rules mailed to all  
counsel. (The requesting of transcripts and briefing are stayed pursuant to NRAP  
16(a)(1). Docketing Statement Form mailed to counsel for appellant(s).)

DATE: August 01, 2007

Janette M. Bloom, Clerk of Court

By: \_\_\_\_\_

*AP*  
Deputy Clerk

**SUPREME COURT OF THE STATE OF NEVADA  
OFFICE OF THE CLERK**

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,  
Appellants,

**Supreme Court No. 49924**

District Court Case No. A511131

vs.  
GHOLAMREZA ZANDIAN JAZI,  
Respondent.

**NOTICE TO PAY SUPREME COURT FILING FEE**

TO: Cohen, Johnson & Day and Steven L. Day

This matter was docketed in the Supreme Court of Nevada without payment of the required \$250 filing fee. NRS 2.250(1)(a).

Please remit the filing fee to the Supreme Court Clerk's Office within 10 days of the date of this notice.

Your failure to pay the requisite supreme court filing fee may result in the imposition of sanctions, including the dismissal of this matter.

DATE: August 01, 2007

Janette M. Bloom, Clerk of Court

By:   
Deputy Clerk

cc: John Peter Lee Ltd. and John Peter Lee  
Charles J. Short, District Court Clerk

07-18799-63

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**ORIGINAL**

**IN THE SUPREME COURT OF THE STATE OF NEVADA**

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, )

Supreme Court No.: 49924

District Court No.: A 511131

Appellants,

vs.

GHOLAMREZA ZANDIAN JAZI,

Respondent.

**FILED**

AUG 06 2007

JANETTE M. BLOOM  
CLERK OF SUPREME COURT  
BY: *[Signature]*  
DEPUTY CLERK

1334.022860-JLR

**MOTION TO DISMISS APPEAL**

JOHN PETER LEE, LTD.  
John Peter Lee, Esq.  
Nevada Bar No. 001768  
Michael A. Reynolds, Esq.  
Nevada Bar No. 008631  
Yvette R. Freedman, Esq.  
Nevada Bar No. 009898  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
(702) 382-4044  
Attorneys for Respondent,  
Gholamreza Zandian Jazi

**RECEIVED**

AUG 06 2007

JANETTE M. BLOOM  
CLERK OF SUPREME COURT  
DEPUTY CLERK

WEZ0264  
07-17189

1 COMES NOW Respondent GHOLAMREZA ZANDIAN JAZI, by and through his counsel,  
2 John Peter Lee, Ltd., and files this Motion to Dismiss the Appeal of Appellants RAY KOROGHLI,  
3 individually, FARIBORZ FRED SADRI, individually, and as Trustee of the Star Living Trust,  
4 WENDOVER PROJECT, LLC, a Nevada limited liability company; BIG SPRING RANCH, LLC,  
5 a Nevada limited liability company, and NEVADA LAND AND WATER RESOURCES, LLC, a  
6 Nevada limited liability company.

7 This Motion is based on the following points and authorities, all papers on file herein, the  
8 record on appeal, and any oral argument to be presented if permitted by the Court.

9 **MEMORANDUM OF**  
10 **POINTS AND AUTHORITIES**

11 **INTRODUCTION**

12 The Court should dismiss Appellants' appeal because: (1) the Appellants stipulated in writing  
13 that "the arbitration shall be binding with no right to appeal"; (2) the Notice of Appeal erroneously  
14 identifies entities or individuals that were never parties to this case at any time; and (3) Appellants  
15 failed to file a Cost Bond as required by NRAP 7.

16 **STATEMENT OF FACTS**

17 Respondent, GHOLAMREZA ZANDIAN JAZI and Appellants RAY KOROGHLI and  
18 FRED SADRI became involved in various disagreements over their LLC interests. As a result,  
19 Zandian filed a lawsuit in the Eighth District Court on October 5, 2005 with a First Amended  
20 Complaint on November 8, 2005. Both Respondent and Appellants filed Motions in the District  
21 Court before entering into a written stipulation whereby the dispute was submitted to Binding  
22 Arbitration before Floyd Hale, Esq. The written Stipulation was filed with the Court on November  
23 28, 2005 and stated that "**the arbitration shall be binding with no right to appeal.**" Exhibit 1,  
24 Emphasis added).

25 Arbitrator Hale conducted the arbitration which ultimately resulted in a mutually agreed upon  
26 arbitration award. Accordingly, the dispute was resolved by Arbitrator Hale's September 20, 2006  
27 Arbitration Decision. Exhibit 2. Nevertheless, Appellants immediately filed its first post-arbitration  
28 motion challenging the mutually agreed upon arbitration agreement despite their November 2005

1 written stipulation filed in District Court agreeing that arbitration was binding with no right to  
2 appeal.

3 The District Court heard Appellants' first post-arbitration motion challenging the arbitration  
4 award and referred the matter back to Arbitrator Hale. Exhibit 3. Thereafter, Arbitrator Hale filed  
5 his March 26, 2007 Arbitration Report and Recommendation to District Court. Exhibit 4.

6 Appellants responded with their second post-arbitration motion challenging the mutually  
7 agreed upon arbitration award. The District Court considered Appellants' second post-arbitration  
8 motions and entered Judgment Confirming Arbitration Award. Exhibit 5.

9 On June 15, 2007, Appellants responded with their third post-arbitration motion challenging  
10 the mutually agreed upon arbitration award. Once again, the District Court considered Appellants'  
11 third post-arbitration award and denied it. Exhibit 6.

12 **LEGAL ARGUMENT**

13 **I. The Appellants' Stipulated In Writing That The Arbitration Shall Be Binding With No  
14 Right To Appeal.**

15 The Appellants' Notice of Appeal should be dismissed because the parties agreed that the  
16 arbitration is "binding with no right to appeal." The Appellants' Appeal is in breach of the parties'  
17 Stipulation to arbitrate. The Appellants clearly agreed in a written Stipulation that "the arbitration  
18 shall be binding with no right to appeal" and now violate their agreement upon which the  
19 Respondent reasonably relied. Appellants participated fully in arbitration proceedings before Floyd  
20 Hale and even unsuccessfully requested a modification from Hale. Exhibit 7. Appellants' Appeal  
21 is barred because it disregards the "binding" nature of the Arbitration.

22 The parties' stipulation for binding arbitration without appeal was freely entered into without  
23 grounds for revocation and is valid under Nevada law. The same rules of construction and  
24 interpretation apply to arbitration agreements as apply to contracts generally. See, e.g Platt v.  
25 Anderson 6 Cal. 4<sup>th</sup> 307, 802 P.2d 158 (1993). The plain language of the Stipulation and Award is  
26 unambiguous. The Award is binding with no right to appeal. Accordingly, the Notice of Appeal  
27 must be dismissed.  
28

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

1 Further, the written Stipulation properly limits judicial review by stating that “the arbitration  
2 shall be binding with no right to appeal.” In Aerojet-Gen. Corp. v. Am. Arbitration Ass’n, 478 F.2d  
3 248, 251 (9<sup>th</sup> Circuit 1973) the Ninth Circuit Court of Appeals held that parties to an arbitration  
4 agreement may eliminate judicial review by the courts. This is true as long as the intention to do so  
5 is clear and unequivocal. Here, the parties’ Stipulation clearly states that “the arbitration shall be  
6 binding with no right to appeal.”

7 Also, NRS 38.219 provides that the instant Stipulation is valid, enforceable and generally  
8 irrevocable. NRS 38.219, “Validity of Agreement to Arbitrate,” states in part that:

9 1. An Agreement contained in a record to submit to  
10 Arbitration any existing or subsequent controversy  
11 arising between the parties to the Agreement is valid,  
12 enforceable and irrevocable except upon a ground that  
exist at law or in equity for the revocation of the  
contract.

13 Moreover, the District Court re-visited the arbitration award three times, confirmed it three  
14 times and denied Appellants’ three post-arbitration motions. Therefore, the Court should dismiss  
15 Appellants’ Notice of Appeal.

16 **II. Appellants’ Notice Of Appeal Is Deficient On Its Face.**

17 Appellants filed the Notice of Appeal which is deficient on its face. First, Appellants have  
18 filed a case appeal statement which incorrectly listed the following parties: Theresa Davis, Tracy  
19 Roberts, and Ellison Lores as Plaintiffs. Richard A. Snowden, d/b/a Tally Ho and King Arthur  
20 Enterprises, Inc., d/b/a Rick’s Tally Ho as Defendants. None of these entities or individuals were  
21 never parties to this case at any time.

22 Second, Appellants have not filed a Cost Bond as required by NRAP 7. NRAP 7 provides:

23 unless an appellant is exempted by law, or has filed a  
24 supersedeas bond or other undertaking which includes  
25 security for the payment of costs on appeal, in civil cases  
a bond for costs on appeal or equivalent security shall be  
filed by the appellant in the district court with the notice  
of appeal . . .

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

1 Here, Appellants have not filed a Cost Bond and are not exempted by law. Therefore, the Notice of  
2 Appeal is deficient and the Appellants' appeal should be dismissed.

3 CONCLUSION

4 Based on the foregoing, Respondent Zandian respectfully request that this Court dismiss the  
5 Appeal.

6 Dated this 3<sup>rd</sup> day of August, 2007.

7 JOHN PETER LEE, LTD.

8  
9 BY: 

10 JOHN PETER LEE, ESQ.  
11 Nevada Bar No. 001768  
12 MICHAEL A. REYNOLDS, ESQ.,  
13 Nevada Bar No. 008631  
14 YVETTE R. FREEDMAN, ESQ.  
15 Nevada Bar No. 009898  
16 830 Las Vegas Boulevard South  
17 Las Vegas, Nevada 89101  
18 (702) 382-4044/ Fax (702) 383-9950  
19 e-mail: info@johnpeterlee.com  
20 Attorneys for Respondent

21  
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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



**JOHN PETER LEE, LTD.**

ATTORNEYS AT LAW

830 LAS VEGAS BOULEVARD SOUTH

LAS VEGAS, NEVADA 89101

Telephone (702) 382-4044

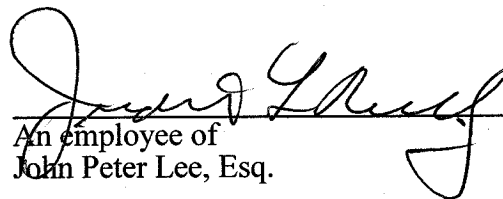
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**CERTIFICATE OF MAILING**

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I HEREBY CERTIFY that on the 3 day of August, 2007, I served a copy of the above and foregoing MOTION TO DISMISS APPEAL upon the appropriate parties hereto, by enclosing it in a sealed envelope, deposited in the United States mail, upon which first class postage was fully prepaid addressed to:

Steven L. Day, Esq.  
Cohen, Johnson & Day  
1060 West Wigwam Parkway  
Henderson, Nevada 89074

  
An employee of  
John Peter Lee, Esq.



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

FILED

NOV 28 4 29 PM '05

*Shirley L. Angione*  
CLERK

DISTRICT COURT

CLARK COUNTY, NEVADA

10 GHOLAMREZA ZANDIAN JAZI,

11 Plaintiff,

12 v.

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

21 Defendants.

CASE NO.: A511131  
DEPT. NO.: ~~XIII~~ 12

DATE: N/A  
TIME: N/A

1334.022860maf

STIPULATION FOR ARBITRATION

21 IT IS HEREBY STIPULATED by Plaintiff ZANDIAN and Defendants KOROGHLI,  
22 SADRI, and STAR LIVING TRUST through their respective attorneys of record that this case be  
23 submitted to binding arbitration.

24 The parties further stipulate as follows:

25 1. Defendants will postpone the trust deed foreclosure of the 4,485 acre property located  
26 in Washoe County until after the arbitration award has been approved by the Court.

27 2. All motions set by the parties to be heard on November 28, 2005 shall be vacated  
28 immediately, which include Defendants' Motion to Dismiss Complaint or in the Alternative to

2 Motion to Continue Primary Judgment.

3 JAN 10 [Handwritten initials and date]

3 Defendants to serve answer and any counter-claim within five (5) days

4 Parties to select a mutually agreeable arbitrator with a real estate/business  
5 background.

6 The arbitration shall be binding with no right to appeal.

7 Both parties to provide an accounting immediately.

8 All fees and costs of the arbitration to be equally divided among the parties.

9 No restrictions on discovery unless mutually agreed or directed by the arbitrator.

10 Parties will make their best efforts to select an arbitrator and conclude the arbitration  
11 hearing within forty-five (45) to ninety (90) days.

Arbitrator's or [Handwritten initials]

12 10. The arbitration hearing will be held at the offices of Plaintiff's counsel unless  
13 otherwise agreed.

15 DATED this 23 day of November, 2005.

DATED this \_\_\_ day of November, 2005

16 JOHN PETER LEE, LTD.

JOHN M. NETZORG LAW OFFICE

18 By [Handwritten signature]

By [Handwritten signature]

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

John M. Netzorg, Esq.  
Nevada Bar No. 33  
2810 W. Charleston Blvd., #81  
Las Vegas, NV 89102  
Attorneys for Defendants,  
RAY KOROGHLI, FARJORBZ  
23 FRED SADRI and STAR LIVING  
TRUST

RECEIPT OF COPY

RECEIPT OF COPY of the foregoing OPPOSITION TO MOTION FOR REHEARING is hereby acknowledged this 19th day of June, 2007.

JAMS, The Resolution Experts

By: Floyd A. Hale  
Floyd A. Hale, Esq.  
2300 West Sahara Avenue #900  
Las Vegas, Nevada 89102

John M. Netzorg  
John M. Netzorg, Esq.  
2810 West Charleston Boulevard #81  
Las Vegas, Nevada 89102  
Attorneys for Defendants

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

**AFFIRMATION**  
Pursuant to NRS 289B.008  
The undersigned does hereby affirm that the preceding  
OPPOSITION TO REHEARING  
filed in District Court case number 17-51113-1  
DOES NOT contain the social security number of any person.  
Date 6/19/07

CERTIFICATE OF MAILING

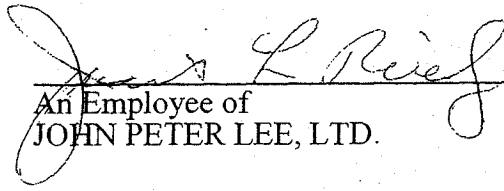
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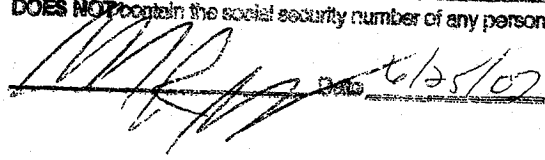
I HEREBY CERTIFY that on the 25th day of June, 2007, the foregoing OPPOSITION TO MOTION TO AMEND OR ALTER JUDGMENT PURSUANT TO NRCP 59(e), OR IN THE ALTERNATIVE, MOTION FOR A NEW TRIAL PURSUANT TO NRCP 59(a) was served upon the appropriate parties hereto, by enclosing it in a sealed envelope, deposited in the United States mail, upon which first class postage was fully prepaid addressed to:

Floyd A. Hale, Esq.  
JAMS The Resolution Experts  
2300 West Sahara Avenue Suite #900  
Las Vegas, Nevada 89102  
Arbitrator

John M. Netzorg, Esq.  
Law Offices of John M. Netzorg  
2810 West Charleston #81  
Las Vegas, Nevada 89102  
Attorney for Defendants

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

  
An Employee of  
JOHN PETER LEE, LTD.

**AFFIRMATION**  
Pursuant to NRS 239B.030  
The undersigned does hereby affirm that the preceding  
OPPN - MOTION TO AMEND  
filed in District Court case number 151131  
**DOES NOT** contain the social security number of any person.  
 6/25/07



RECEIVED  
SEP 22 2006  
JOHN PETER LEE, LTD.

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

DISTRICT COURT

CLARK COUNTY, NEVADA

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

ARBITRATION DECISION

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

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

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



1 Zandian Jazi, free and clear of all encumbrances, including the promissory note secured by Deed  
2 of Trust issued for the benefit of Fariborz Fred Sadri; any obligation owed to Jeff Codega, related  
3 to work that was performed as to the Pah Rah real estate will be the obligation of Gholamreza  
4 Zandian Jazi;  
5

6 2. The 320 acres referenced in the briefs and this lawsuit will be transferred free and clear  
7 to Gholamreza Zandian Jazi without any obligation to the other litigants or parties to this  
8 Arbitration or to any other party who may profess to have an interest in the 320 acres that are  
9 bound by this lawsuit and Arbitration;  
10

11 3. Fariborz Fred Sadri and Ray Koroghli will, within 30 days from the service of this  
12 Arbitration Decision, pay Gholamreza Zandian Jazi \$250,000.00 in return for Gholamreza  
13 Zandian Jazi waiving any claims or any rights as to the Big Springs Ranch, LLC or any of its  
14 assets;  
15

16 4. That Gholamreza Zandian Jazi will transfer any interest in the Wendover project, LLC,  
17 including all assets and real estate to Fariborz Fred Sadri and Ray Koroghli;  
18

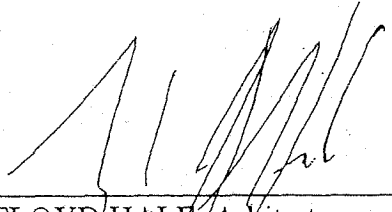
19 5. All of the entities and properties that are the subject of this Arbitration and lawsuit,  
20 including Pah Rah, LLC, the owners of the 300 acres referenced above, the Big Springs Ranch,  
21 LLC, and the Wendover purchase or Wendover Project, LLC, referenced in this lawsuit and  
22 Arbitration waive any claims to reimbursement or participation in any consulting fees previously  
23 paid to Gholamreza Zandian Jazi from the seller of the real estate to those entities;  
24

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

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

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

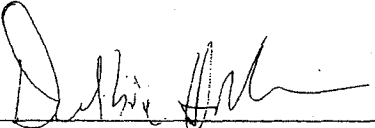
By:   
FLOYD HALE, Arbitrator  
2300 West Sahara Avenue, #900  
Las Vegas, NV 89102

CERTIFICATE OF FACSIMILE AND MAIL

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

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

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

By:   
Employee of Jams

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*Attorneys for Plaintiff/Counterdefendant*  
6 **GHOLAMREZA ZANDIAN JAZI**

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

9 **GHOLAMREZA ZANDIAN JAZI,** )  
10 **Plaintiff,** )  
11 **v.** )  
12 **RAY KOROGHLI, individually, FARIBORZ FRED** )  
13 **SADRI, individually, and as Trustee of the Star** )  
14 **Living Trust, WENDOVER PROJECT, LLC, a** )  
15 **Nevada limited liability company; BIG SPRING** )  
16 **RANCH, LLC, a Nevada limited liability company,** )  
17 **and NEVADA LAND AND WATER** )  
18 **RESOURCES, LLC, a Nevada limited liability** )  
19 **company,** )  
20 **Defendants.** )

18 **RAY KOROGHLI, individually and FARIBORZ** )  
19 **FRED SADRI, individually,** )  
20 **Counterclaimants,** )

21 **v.** )  
22 **GHOLAMREZA ZANDIAN JAZI,** )  
23 **Counterdefendant.** )

24 **WENDOVER PROJECT, LLC,** )  
25 **Counterclaimant,** )

26 **v.** )  
27 **GHOLAMREZA ZANDIAN JAZI,** )  
28 **Counterdefendant.** )

*CRJ SR*  
CLERK OF THE COURT

JAN 19 4 10 PM '07

**FILED**

CASE NO.: A511131  
DEPT. NO.: XI

**ORDER ON MOTION TO  
CONFIRM ARBITRATION AWARD  
AND MOTION TO VACATE  
ARBITRATION AWARD**

CC TO CLIENT  
INITIALS. *1/19/07*  
WFZ0280

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

6 1334.022860-sy

7 **ORDER ON MOTION TO CONFIRM ARBITRATION AWARD AND MOTION TO**  
8 **VACATE ARBITRATION AWARD**

9 Plaintiff, Gholamreza Zandian Jazi's Motion for Confirmation and Entry of Judgment on  
10 Arbitration Award, and Defendants' Ray Koroghli and Fred Sadri's Motion to Vacate Arbitration  
11 Award/Motion to Modify or Correct, came before this Court for hearing January 11, 2007. Holly  
12 A. Fic, Esq., and Michael A. Reynolds, Esq., of the law firm of John Peter Lee, Ltd., appeared on  
13 behalf of Plaintiff and John Netzorg, Esq., appeared on behalf of Defendants.

14 The Court having considered all of the pleadings and papers on file herein and the  
15 representations and arguments of counsel,

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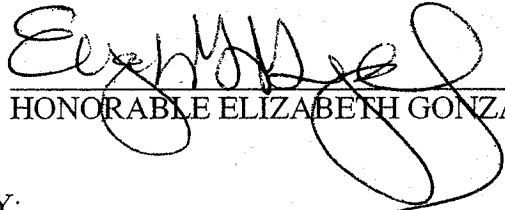
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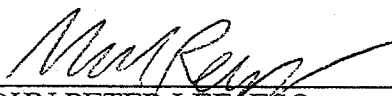
IT IS HEREBY ORDERED that both Motions are denied. The matter is referred back to Arbitrator Floyd Hale to consider the issues set forth in the oral decision, a copy of which is attached hereto as Exhibit "A."

Dated this 18<sup>th</sup> day of January, 2007.

  
HONORABLE ELIZABETH GONZALEZ

RESPECTFULLY SUBMITTED BY:

JOHN PETER LEE, LTD.

BY:   
JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
830 Las Vegas Boulevard South  
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Attorneys for Plaintiff/Counterdefendant

COPY

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

Jan 16 10 39 AM '07

GHOLAMREZA Z. JAZI, et al.

Plaintiffs

vs.

RAY KOROGHLI, et al.

Defendants

FILED

CASE NO. A-511131

DEPT. NO. XI  
CLERK OF THE COURT

Transcript of  
Proceedings

BEFORE THE HONORABLE ELIZABETH GONZALEZ, DISTRICT JUDGE

HEARING ON MOTIONS

THURSDAY, JANUARY 11, 2007

RECEIVED  
JAN 16 2007  
JOHN PETER LEE, LTD.

APPEARANCES:

FOR THE PLAINTIFFS:

HOLLY FIC, ESQ.  
MICHAEL A. REYNOLDS, ESQ.

FOR THE DEFENDANTS:

JOHN M. NETZORG, ESQ.

COURT RECORDER:

TRANSCRIPTION BY:

JILL HAWKINS  
District Court

FLORENCE HOYT  
Las Vegas, Nevada 89146  
(702) 221-0246

Proceedings recorded by audio-visual recording, transcript  
produced by transcription service.

WFZ0283

1 LAS VEGAS, NEVADA, THURSDAY, JANUARY 11, 2007, 10:23 A.M.

2 (Court was called to order)

3 THE COURT: Okay. A-511131, Jazi versus Koroghli.

4 (Pause in the proceedings)

5 MS. FIC: Holly Fic, Your Honor, for the plaintiff.

6 Bar Number 7699.

7 MR. REYNOLDS: And Mike Reynolds, also.

8 MR. NETZORG: Good morning, Your Honor. John

9 Netzorg on behalf of the defendants.

10 (Off-record colloquy - Court and Clerk)

11 THE COURT: Okay. Which motion do you want to do  
12 first, the motion to vacate, or the motion to confirm the  
13 arbitration award?

14 MS. FIC: Since our motion is first, Your Honor, I'd  
15 like to argue first. And I promise I won't be that long. I  
16 have an 11:00 o'clock, actually a settlement conference, to go  
17 to.

18 THE COURT: You saw that the gentleman who was here  
19 earlier kept saying he was going to be brief, and even though  
20 he's not a lawyer, he talked for a really, really long time.

21 MS. FIC: I promise you I won't be --

22 (Off-record colloquy)

23 MS. FIC: Your Honor, hopefully, I mean, I consider  
24 -- you know, we have our motion to confirm an entry of  
25 judgment. We've got a simple premise here. We've got an



1 11/28, 2005, stipulation to arbitration. Not for mediation,  
2 it's for arbitration. The defendants fully agreed to submit  
3 to arbitration and that the arbitration shall be binding with  
4 no right of appeal. It's Exhibit 2. And it shows that the  
5 defendants actually, you know, participated in the language,  
6 because they hand-wrote certain notes that they did or did not  
7 agree to and initialled any changes. But they left the  
8 provision that the arbitration shall be binding with no right  
9 of appeal as unmarked, and therefore it stands. And it is our  
10 stipulation for arbitration.

11 We also had an arbitration scheduling order. The  
12 parties agreed -- specifically, defendants agreed to Mr. Hale  
13 to arbitrate the matter, who, after having heard two full days  
14 of testimony, having reviewed all the exhibits, the  
15 depositions that were submitted, and arguments of counsel on  
16 9/8/06, set forth the parties' stipulation on the record. And  
17 he even stated that -- Mr. Hale stated that he would file an  
18 arbitration decision, to which none of the parties objected.  
19 He fully asked the parties if they would want to participate  
20 in any changes. He asked on two occasions. He invited the  
21 parties to add any additional terms, and they were set on the  
22 record. The court reporter recorded the terms of the  
23 agreement as if it was a stipulated judgment. The arbitrator  
24 recorded these and memorialized the terms, and he even said,  
25 this will completely resolve all claims of the LLCs and the

1 individuals that are involved in this litigation.

2           And consistent with the arbitrator's record of the  
3 September 8th, 2006, resolution, Arbitrator Floyd Hale issued  
4 the arbitration decision. So not only did the parties have  
5 the terms recorded by a court reporter, but this was  
6 formalized by a decision by the arbitrator called an  
7 "Arbitration Decision."

8           So there's case law out there, Your Honor, that when  
9 there's just even the attorneys doing -- who have  
10 authorization to settle and they put it down in writing with  
11 the court reporter, that's almost like EDCR 7.50, which  
12 provides that stipulations should be in writing or entered in  
13 the court minutes.

14           Here we had an arbitration which had gone on for  
15 some time. It wasn't just a one-shot deal. Parties had given  
16 opening testimony -- I mean opening statements, and testimony  
17 was taken and everything like that. So here we have it.  
18 We've got an agreement on the record with counsel present,  
19 with the parties present, and a neutral third-party  
20 arbitrator. The terms were recorded by a court reporter, like  
21 EDCR 7.50, and then it was actually reduced to a writing in  
22 the arbitration decision.

23           And so -- and, you know, and counsel were free to  
24 add anything they want. And then we get it down to where  
25 we're going to have it down -- put it down to writing, have

1 the parties sign these agreements, and they back out. We  
2 prepared everything for them to sign it. And also, too, the  
3 parties had gone back and forth with Arbitrator Hale, asking  
4 to reopen these issues, asking -- and they were denied. And  
5 we did a motion to implement the award, and that was granted  
6 by the arbitrator.

7           So what we're seeking, Your Honor, today is to  
8 confirm and enter this arbitration award and confirm the  
9 decision of the arbitrator, because we don't want to keep  
10 going back and forth. The terms were set forth, the parties  
11 agreed to them, the parties were present, counsel was present,  
12 and we had an arbitrator there. So we would submit that, Your  
13 Honor, please confirm the arbitration decision and enter the  
14 judgment so that the parties will sign the release agreements.

15           THE COURT: Mr. Netzorg.

16           MR. NETZORG: Thank you, Your Honor.

17           As we've argued in the briefs rather extensively,  
18 this started out as an --

19           THE COURT: Very extensively. My son thought I had  
20 more homework than he did last night.

21           MR. NETZORG: I know. And I appreciate it. I know  
22 it's rather voluminous. It's very important, obviously, to  
23 the client.

24           THE COURT: Okay. I understand. It's important to  
25 everybody.

1 MR. NETZORG: And this started out as an  
2 arbitration, and that is correct. And then there were a  
3 couple items that weren't accurate. There were opening  
4 arguments by counsel. The plaintiff gave his direct  
5 examination, and then he was cross-examined on about one third  
6 of the materials, at which point a mediation started. Counsel  
7 argues that as a result of these proceedings that the parties  
8 understand it was put on the record. And, Your Honor, this is  
9 the only place where you see the defendants' participation.

10 But first and foremost, Your Honor, Arbitrator Hale  
11 mentions that he was proud that the parties asked him to  
12 mediate instead of arbitrate. He references that the terms  
13 and conditions will be in the settlement agreement. We'll go  
14 into these in more specifics in a second.

15 But, Your Honor, what has happened is there was a  
16 settlement of this case, and the plaintiffs haven't performed  
17 material terms and conditions, material terms and conditions  
18 that appear in the recorded arbitration statement. And I'd  
19 ask the Court -- it's just a few pages, and we might go  
20 through that and review it, because it is critically  
21 important. This is where the parties' understandings are  
22 discussed. It's Exhibit A to our motion to vacate, which  
23 makes it the easiest to locate, because it's Exhibit A. But  
24 it's attached on numerous occasions. I'm sure the Court's had  
25 a chance to review it. The pagination --

1 THE COURT: What page?

2 MR. NETZORG: Our motion to vacate, Exhibit A.

3 THE COURT: But what page on that?

4 MR. NETZORG: I would ask the Court to turn to  
5 page 4 at the bottom. And my cross-references will be to the  
6 pagination at the bottom of the exhibit, rather -- because for  
7 some reason --

8 THE COURT: This is a rough transcript, so its page  
9 numbers differ from that which is attached to the other  
10 side's, plaintiffs' transcript.

11 MR. NETZORG: Oh. Very good. Very good.

12 THE COURT: I noticed that when I looked at them  
13 last night.

14 MR. NETZORG: Well, thank you, Your Honor. Because  
15 I -- it was most confusing to counsel, as well.

16 But as we review it, after -- and understand this  
17 arbitration lasted for weeks, but that was because we went  
18 over our allotted time and Arbitrator Hale had Fridays  
19 available. So the fact it went on for weeks was not  
20 indicative that the actual -- we were hearing testimony day  
21 in, day out.

22 But Mr. Hale went on the record, and he announces  
23 the case at page 4 and at page 5, and he says -- he says,  
24 "Having heard two full days of testimony and the arguments of  
25 counsel, it appears that the resolution of this case will be

1 as follows. And counsel are free to correct me."

2 And the intention was, Your Honor, that because this  
3 was a settlement and we were putting it on the record, that  
4 the people's intentions -- the parties intentions be added.  
5 This wasn't a decision on the merits. It was exactly what it  
6 was, a settlement, as if I were to come in here and say, Your  
7 Honor, we've settled today, we want to put the terms and  
8 conditions on the record.

9 What were those terms and conditions? Very first  
10 thing -- page 5, Your Honor, of Exhibit A. Very first thing,  
11 to make sure that there was no confusion. "This is pursuant  
12 to a stipulation, obviously, so we want to make sure there is  
13 a universal and complete resolution of all issues." That was  
14 a material consideration.

15 THE COURT: That's you talking, as opposed to Mr.  
16 Hale?

17 MR. NETZORG: That's me, talking, yes. That's the  
18 very first thing after -- after -- just to make sure that that  
19 was on the record, that there wasn't any confusion later and  
20 that someone would try and deny us the benefits of why it was  
21 that we were going to be tendering over \$5 million in  
22 consideration. So this wasn't a situation where we had a car  
23 accident and we were worried about the fender. This was a  
24 real estate case that involves over 40,000 acres of land over  
25 7 square miles of property located in four separate sections

1 that had been acquired at a price in excess of 16 million.

2 And did we not ask to have this recorded?

3 THE COURT: It's always recorded in here.

4 MR. NETZORG: Ah. Very wonderful.

5 THE COURT: Now you're going to get a bill for it.

6 MR. NETZORG: Thank you very much. I appreciate  
7 that. Please send me your bill. I'm too old to be forgetting  
8 that one. But thank the Court to deferring to business  
9 litigants who --

10 Okay. So the defendants were looking for a  
11 universal settlement. And the Supreme Court has held on  
12 innumerable occasions that obviously a settlement and  
13 resolution is a material consideration.

14 Mr. Hale then went on and discussed some portions of  
15 it. He talks about Mr. Zandian [phonetic] at page 6, and he's  
16 going to get the Pahrah [phonetic] property, and the Pahrah is  
17 I believe 4400 -- 4600 acres, and I may be wrong, and he's to  
18 receive it free and clear. Well, that was very important,  
19 that he receive it free and clear, just as it was important to  
20 the defendants that they receive his consideration free and  
21 clear. So the Pahrah land -- this is in Fernley, Nevada, and  
22 it is 4600 acres, but I may be mistaken, it's over a thousand.  
23 At which point on page 7 at line 11 I mention that there's --  
24 there's some engineering that hasn't been done.

25 And then Mr. Lee states -- and this is I take

1 umbrage with the position that's been argued that we didn't  
2 present the arguments or didn't complain at the time. It  
3 says, "John, please do me a favor --" "John" referring to me  
4 at page 7 and line 13 at the top "-- let the gentleman finish.  
5 Let him finish, and we will put our comments --" So he's  
6 asking that we put the comments, I understood it, at the end.

7           So Mr. Hales starts all over and he talks about the  
8 Pahrah property at page 7, line 20, is to be free and clear to  
9 Mr. Zandian.

10           And then on page 8 he talks about 320 acres, also  
11 located in Washoe County, and that's to be free and clear to  
12 Mr. Zandian, because it was very important that it be free and  
13 clear. "Mr. Sadri and Mr. Koroghli will within 30 days from  
14 today pay Mr. Zandian \$250,000." There was nothing about  
15 paying Mr. Lee \$250,000. That's what the parties had  
16 negotiated. They were to pay Mr. Zandian \$250,000. There is  
17 a change subsequently, but that money was money that wasn't  
18 fees awarded to Mr. Lee. That was part of the consideration  
19 we're talking. And this has serious importance to the  
20 defendants because there are tax consequences of this  
21 transaction, there are innumerable other parties involved,  
22 there are other people that hold ownership interests, and  
23 we're -- we address these at a later -- very shortly,  
24 actually.

25           Then at page 9 Mr. Hale goes on and talks about, at



1 line 16, all the LLCs and properties that are subject to this  
2 arbitration herein, including the Pahrah properties and the  
3 Wendover project, waive any claim to reimbursement for  
4 consulting fees.

5 And then he states, "The parties will through  
6 counsel prepare any necessary documents to effect the  
7 transfers of the LLCs and the underlying real estate." This  
8 is page 9, lines 21 through 23. So it's understood that  
9 there's going to be a preparation of further documents.

10 But going on at page 9 on the rough draft, our  
11 Exhibit A, line 24, "And the parties and representatives of  
12 these LLCs will execute all necessary documents to effect this  
13 settlement and arbitration order." This settlement. This is  
14 a settlement and the meeting of the minds. The defendants had  
15 an understanding of what they were to get, and it's expressed  
16 in this document.

17 Now, "Mr. Lee: We would like to have the check  
18 payable to my office for \$250,000." He wants the check made  
19 payable to his office. This is Mr. Zandian's \$250,000. He  
20 wants it payable to his office. There's nothing about he's  
21 supposed to get paid five days in advance, there's nothing  
22 about that the defendants are under a unilateral obligation to  
23 perform.

24 Then, "Mr. Hale: The settlement check will be  
25 payable to John Peter Lee." This is a settlement. This is

1 what we understood. That's what everyone talked about,  
2 settlement agreements and settlement.

3 Then finally, "Anything else?" Now, Mr. Lee had  
4 requested that we put our items -- or withhold them to the  
5 end, so at page 10, line 9, "We would like a mutual release  
6 executed by and between the parties." And Mr. Hale agrees to  
7 that.

8 Then below that we talk about -- page 10, line 13 --  
9 "We need a warranty from the parties that the properties and  
10 interests being transferred haven't been previously  
11 transferred --" this is typical; you're not going to take some  
12 interest not of record with no warranty "-- that the parties  
13 in fact do currently hold these interests --" we want to know  
14 that there hasn't been a conveyance, typical, it would be  
15 boilerplate warranties "-- and that they are capable of  
16 transferring the interests that are subject to this order free  
17 and clear of claims by any third parties." This is at pages  
18 10 and 11 of Exhibit A. Free and clear.

19 Well, Your Honor, we've provided the Court with  
20 Exhibit C1, which is the rights of first refusal that the  
21 plaintiff has assigned all of his LLC interest, he has given a  
22 prior transfer to a limited number of members. In the Big  
23 Springs Ranch, LLC, which is 35,000 acres, there's one other  
24 member, Mr. Abershombie. With the Wendover Project, which is  
25 approximately 67 acres located outside of Wendover, I think

1 there may be 13 other members of the LLC. He was under an  
2 obligation to deliver this free and clear. He has never  
3 tendered his property free and clear. Every tender has been  
4 subject to rights of first refusal in third parties.

5 It is customary -- we went to West, we went to  
6 business transactions and filled out a form assignment of an  
7 LLC or limited partnership interest, and the form assignment  
8 necessarily is the consent from the other parties that hold  
9 rights of first refusal. There are two reasons. One, even  
10 absent a right of first refusal, a transfer without the  
11 consent would liquidate the limited partnership. Mr. Zandian  
12 was receiving thousands of acres free and clear, and he was to  
13 deliver the consideration free and clear. And he has not.

14 And so under the proposed -- you know, why they  
15 would try and cram this thing down, why -- why in the world  
16 would the defendants be required to transfer their assets  
17 encumbered subject to rights of first refusal in third parties  
18 while the plaintiff would receive them free and clear? It  
19 clearly was not the intention. And they have refused to sign  
20 this document. It is in here. We are asking that which is  
21 customary. These are standard, customary requirements.  
22 There's nothing exceptional.

23 Your Honor, also in 100 percent of all escrows  
24 handled in Nevada and everywhere else in the United States of  
25 America the parties to the real estate escrow are required

1 under federal law, 26 USC, Section 1445, to make a declaration  
2 to the Internal Revenue Service of their non-foreign residency  
3 status. That is federal law. Typically that appears in a  
4 separate document.

5 The only change we made to the form document was to  
6 eliminate a number of the provisions and to include the non-  
7 foreign resident declaration because this involved transfers  
8 of interest in real property. Those --

9 MS. FIC: I don't mean to interrupt. Can we  
10 clarify? I don't -- how are we in an escrow? I mean, I don't  
11 think escrow even applies. I mean, I --

12 THE COURT: You've got to do an escrow.

13 MS. FIC: You do?

14 THE COURT: You have land that you're transferring;  
15 right?

16 MS. FIC: Okay.

17 THE COURT: So --

18 MS. FIC: Well, because we -- we did quitclaim  
19 deeds, and we sent over all the paperwork and --

20 MR. NETZORG: Excuse me. I'm sorry. I waited  
21 for --

22 THE COURT: Somebody not going to tell the IRS about  
23 this transaction? Because that would be bad.

24 MS. FIC: I just didn't think there had to be  
25 escrow.

1 THE COURT: That's all right.

2 MR. NETZORG: Then -- so this -- this is the essence  
3 of the transaction. Why would we -- why would we take  
4 interests that were encumbered by third parties so that we  
5 could invite future litigation when the whole -- the very  
6 first thing I said is, Your Honor, we need a universal  
7 settlement? This is a universal settlement. We don't -- we  
8 want the property free and clear. They have consistently  
9 refused.

10 On that issue, we were provided blank quitclaim  
11 deeds with runoffs from some database, no legal description  
12 incorporated in them, where we would just sign them in blank  
13 and hand them to the defendant. We're supposed to give five  
14 days before we get anything a quarter of a million dollars to  
15 the attorney. Where this requirement came from I cannot  
16 fathom. "I'll let the two of you to work out the language."

17 Well, Your Honor, I didn't think taking a --  
18 whatever. I took a form document as I would have done in any  
19 other transaction for an assignment of an LLC interest,  
20 especially -- this wasn't -- if it was five or ten dollars,  
21 maybe you could do it on a cocktail napkin like the one the  
22 plaintiffs put together, but any other document would have  
23 necessarily have required, you know, the representations to  
24 which the parties had agreed.

25 Then looking at page 11, line 2, I mentioned that

1 they were speaking of three married guys, we want to know if  
2 they're speaking for the community interest of their spouses  
3 on each and every one that is transferred. This was  
4 specifically in the -- in the transcript. And why was this  
5 important?

6 We've given you the history of the Dutch Shipyard.  
7 The testimony -- cross-examination of Mr. Zandian had simply  
8 covered the Dutch Shipyard transaction. We hadn't even gotten  
9 much beyond that. This is a case where in 1997 he had signed  
10 off for \$2.1 Dutch guilders. He settled with his Dutch  
11 partner to sell his interest. One year later he rescinds that  
12 transaction, that settlement, that global release, premised on  
13 the fact his wife hadn't signed. So with that track history  
14 these were documents in there. It was critically important  
15 that the wife sign, because we knew that the last major  
16 settlement that he was involved in, he'd used that for  
17 rescission. And he testified that eight years later he still  
18 had that Dutch Shipyard tied up in litigation over the wife  
19 issue and his French bankruptcy.

20 Then he showed up at the hearing with a liquidacione  
21 fiduciare [phonetic], a personal bankruptcy filing that he had  
22 in France. And he testified that this litigation involved his  
23 -- his -- he said it was his corporate bankruptcy in France,  
24 so we, having been alerted to that, as with anyone, as if --  
25 if he'd been in bankruptcy in Oklahoma and the consideration

1 that he paid for the interest was in litigation in bankruptcy  
2 court, we asked for an order from the court verifying that  
3 they had no interest -- this was subsequently, but, I mean,  
4 yeah, we wanted it free and clear, and one of the things was  
5 free and clear of the bankruptcy interest.

6 "Mr. Lee: With regard to the spouses issue --" at  
7 page 12, line 6 "-- we can work out the form of the details.  
8 I'm not concerned about this." This is in response to  
9 Arbitrator Hale's, "We may want spouses to sign."

10 So it wasn't even an issue. It wasn't an issue  
11 until four days later, when Mr. Lee said the spouses weren't  
12 going to sign. And that's where the problems started, when  
13 the plaintiff immediately reneged on the agreement and how has  
14 come in and said, well, gee, the arbitrator wrote a form  
15 that's completely inconsistent with everyone's understanding  
16 and the record and we're going to cram that down your throat,  
17 we're not going to have the spouses sign, we're not going to  
18 provide clear title to the LLC interests, we're going to give  
19 you an assignment subject to rights of first refusal that will  
20 guarantee the liquidation of your entities.

21 There's another provision in the LLC agreements that  
22 provides on the resignation that the LLC shall dissolve. So  
23 without -- they prepared a separate resignation form to  
24 guarantee that they would have that resolved.

25 So the defendants are asked to transfer what

1 arguably could be millions of dollars in assets and in  
2 consideration for nothing. And that was not the  
3 understanding.

4           Then once again I point at page 12, lines 16 and 17,  
5 "That is fine. That can be in the settlement agreement."  
6 Once again we're talking about the settlement agreement. This  
7 is page 12, lines 16 and 17, when I'm talking about the  
8 warranties and satisfaction. So the notion that this was not  
9 a settlement agreement, we're calling it a settlement  
10 agreement, here it's the settlement agreement, everybody knew  
11 there was going to be a settlement agreement -- no one in  
12 their wildest imaginations dreamed that something would be  
13 concocted completely inconsistent with this, denying the  
14 defendants any of the benefits that they'd negotiated for.

15           At the next page, page 13, line 22, "We want to do  
16 an allocation of the purchase price." If we were transferring  
17 five and a half million dollars or more in assets and there  
18 was potentially rights of first refusal, we couldn't have the  
19 situation which the defendants have intentionally engineered.  
20 Big Springs Ranch, for instance. There's a recital that  
21 \$250,000 is to go for the waiver of the Big Springs Ranch  
22 issue. There are four members -- or there -- of Big Springs  
23 Ranch, arguably. If you just waived the interest, then all  
24 those members, even Mr. Abershombie, who's not a party to the  
25 litigation and not paying any consideration, would be the



1 beneficiary of that grandess.

2           The parties paid \$2.8 million for that property, and  
3 to say, well, we're going to allocate a \$250,000 value? No.  
4 I mean, for tax purposes, for basis purposes it was important  
5 that the consideration that the defendants were tendered would  
6 be allocated and there'd be some correlation between the  
7 values and the allocation made. What do we get? \$250,000 for  
8 a waiver of the Big Springs Ranch interest. So that in effect  
9 gives us nothing. It permits the other partner to, arguably,  
10 I guess, under that resolution exercise a right of first  
11 refusal, which would allow him to buy an interest for a  
12 fraction of what it cost three years previously. "Mr. Lee:  
13 You can allocate anything you want to." "Mr. Netzorg: That  
14 is good, as long as you understand." It was important to us.

15           And then finally, on page 14 -- and I'd mentioned  
16 the candy's been excellent because the arbitrator had candy  
17 there and we were going on and on, eating this candy. "And  
18 then there is -- with the understanding that those items --  
19 thank you very much for the excellent job you did."

20           Your Honor, I've said those items were all important  
21 to us. This is a part and parcel of our consideration. We  
22 have not been provided it. There have been quitclaim deeds,  
23 there've been grant, bargain and sale deeds. There's no  
24 spouses. The assignments contained -- are subject to rights  
25 of first refusal. So obviously, Your Honor, there was no

1 meeting of the minds. The plaintiff steadfastly refuses to  
2 perform any of those. And this is -- these were material  
3 consideration which was not provided.

4           When we filed -- and under the rules, Your Honor,  
5 there's a requirement that you file within 20 days of the  
6 decision. All of a sudden here comes the decision. So --

7           THE COURT: Which one? Because I've got three.

8           MR. NETZORG: The first one.

9           So within 20 days you have to move to modify under  
10 the rules. That's what we did. We put our motion to modify  
11 in, it was delivered to the arbitrator's office, and an hour  
12 later we had a decision denying our motion. There was never a  
13 settlement agreement.

14           Then there was a motion to enforce the award. The  
15 arbitrator correctly said he had no authority to enforce the  
16 award, take it to District Court, I believe was --

17           And then finally there was a motion to implement the  
18 award. It went under advisement. Out of the blue here comes  
19 an implementation order from the plaintiff, which doesn't deal  
20 with the spouses, doesn't deal with our rights of first  
21 refusal, doesn't deal with the fact that the LLCs will be  
22 dissolved by the documents that have been prepared, doesn't  
23 even address our request that they sign our form assignment  
24 provision and get the consent. And the next day that comes  
25 back basically signed by the arbitrator.

1           Now we have these motions in here, and we're  
2 pretending the apples are oranges. It was a settlement  
3 agreement, everyone knew it was a settlement agreement, the  
4 settlement's put on the record. Even today the argument is  
5 they put the settlement on the record. And the plaintiffs  
6 haven't performed.

7           So if we were to stuff this down the defendants'  
8 throats and give them nothing when their intention was clearly  
9 to the contrary, then these are the very items which are  
10 reviewable under NRS Chapter 38. You look for modification of  
11 the award; was there an evident mathematical miscalculation or  
12 an evident mistake in the description of a person, thing or  
13 property; the arbitrator's made a award on a claim not  
14 submitted to him; the award is imperfect in matter of form not  
15 affecting the merits. "The motion to modify or correct an  
16 award pursuant to this section may be joined with a motion to  
17 vacate the award."

18           Well, the reason that you put things on the record  
19 is so you have a record of it. And that reflects what the  
20 parties' intentions were. And the other, later items do not.  
21 There wasn't any substantive changes. There is a  
22 misinterpretation of that which was clear and unambiguous.  
23 And it's so one-sided. Why are these requirements that we  
24 transfer our assets free and clear and they transfer them to  
25 us -- well, they don't even transfer them to us. They give us

1 their title subject to third parties' rights and interests and  
2 potentially bankruptcy court's ownership.

3           And, Your Honor, also, additionally, if you look at  
4 it, I mean, just for the purposes of doing the analysis on the  
5 vacation, the process itself, you know, was there fraud or was  
6 this an undue process. Well, this was an undue process. You  
7 don't have people do a settlement, tell them it's a  
8 settlement, tell them there's going to be a settlement  
9 agreement, and then say, oh, here's an award -- here's an  
10 award and we're going to treat this as if I'd actually  
11 conducted the trials.

12           The defendants had numerous witnesses that they were  
13 going to call. None of them were called. One of the  
14 plaintiffs' witnesses was -- the plaintiff was called and  
15 direct examination. There was no testimony from the other  
16 witnesses. There was no testimony by the defendants.

17           So, Your Honor, for these reasons there just has  
18 been no meeting of the minds. And this is reflected -- the  
19 statutory grounds for the vacation are met. This settlement  
20 has not been fulfilled. And, Your Honor, basically we had a  
21 mediation, obviously there was not a meeting of the minds and  
22 material consideration. We would ask that the matter be  
23 reverted with a new arbitrator. Because if the parties  
24 haven't decided, then let them go arbitrate. If all these  
25 plaintiffs are going to give us is clouded title to the assets

1 that we were to pay five and a half million dollars for, then  
2 obviously there's no meeting of the minds, go arbitrate.

3 Under the circumstances, Your Honor, it should be in  
4 front of a new arbitrator because of the involvement in the  
5 mediation. And the other bases are articulated in our motion.  
6 And the other issues that this -- you know, the fact that for  
7 some reason why when we submitted our documents they were  
8 summarily denied without even consideration and without -- we  
9 do our motion for -- to modify, we have our form assignment  
10 agreement with no oppositions filed, nothing, just, bam,  
11 denied. You know, we have our final motion, implementation,  
12 which we consider as under consideration raising many of these  
13 issues. I mean, how can we just arbitrarily not comply with  
14 federal law? How can we leave the spouses out? How can we  
15 ignore the rights of first refusal? We can't. That  
16 invalidates the procedure.

17 The only question is what's the remedy. And the  
18 remedy under the circumstances where the arbitrator has  
19 performed a mediation is to send it to a new arbitrator and  
20 let the parties finalize it, give the defendants an  
21 opportunity to testify. The defendants have not. The  
22 defendants were told repeatedly the settlement, settlement,  
23 this is a settlement, there'll be an agreement, put your items  
24 at the end. They were put there at the end without objection,  
25 and then summarily eliminated, the very consideration that

1 formed the basis of the settlement removed.

2           So the defendants were denied under the statutes,  
3 NRS 38, basically what amounts to their day in court. And  
4 there's no pretense that this was a complete, full and fair  
5 hearing, nor did the parties intend that it be such. They  
6 settled it, they put the settlement on the record. The  
7 plaintiffs are now disagreeing and started immediately, our  
8 spouses won't sign, that'll be confusing. Well, we didn't get  
9 the benefit -- had they notified us the day that we were  
10 putting it on the record, it never would have happened.

11           And the other items I detailed in my opposition to  
12 their motion and their reply. So thank you, Your Honor.

13           THE COURT: Okay.

14           MS. FIC: Your Honor, I have a suggestion, okay.  
15 Because what I keep hearing is settlement, settlement,  
16 settlement. We agree there was a settlement. I did say  
17 settlement, okay. But the settlement terms were -- the terms  
18 -- essential terms were put in -- recorded by a -- on the  
19 transcript by the court reporter. So we have the essential  
20 terms, okay.

21           THE COURT: You do.

22           MS. FIC: What I'm hearing is --

23           THE COURT: And you're missing some of the things in  
24 the documents you have as to those essential terms.

25           MS. FIC: Okay. And that's -- okay, Your Honor, so

1 fine. So if we have the essential terms, if we've got  
2 disputes with this, why don't we -- okay. I don't want to do  
3 a new arbitrator, because that's going to be costs to both  
4 parties. It's not going to be efficient. Arbitrator Hale was  
5 agreed to --

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

15 MS. FIC: Because, Your Honor --

16 THE COURT: Wait, wait, wait. I'm not done.

17 MS. FIC: Okay. Sorry, Your Honor.

18 THE COURT: Okay. I recommend -- this is not an  
19 order -- that an escrow be opened for the transfers of the  
20 real property. If you are merely transfer interests in an  
21 LLC, which has different tax consequences to both of your  
22 clients, I don't think it's necessary for an escrow to be  
23 opened. But if you're transferring real property, which is  
24 what it currently looks like to me you were trying to do based  
25 upon the settlement, then an escrow needs to be opened.

1 I'm referring it back to Mr. Hale, since I would  
2 typically in a case where a settlement was reached and there  
3 was a mediator or arbitrator involved refer it to that  
4 individual for some additional work with you to try and  
5 resolve those disputed issues, since they were there at the  
6 time you reached the settlement. Hopefully I have a  
7 transcript that helps me. If you are unable to reach an  
8 accommodation after speaking to Mr. Hale, then I will reach an  
9 accommodation, because I have a transcript, and I'll make a  
10 decision. And it won't be one that anybody's tax benefits are  
11 in favor of, because there's no indication in the transcript  
12 that you're going to work together to minimize tax  
13 consequences to each other, which sometimes I see in  
14 settlement agreements. And I didn't see that in this one.

15 MS. FIC: Yeah. 'Cause the only concern was I  
16 didn't want to have like maybe one wife not sign, because  
17 there's a lot of -- you know, one wife not signing upset the  
18 whole thing.

19 THE COURT: The wives have to sign. That was part  
20 of the deal you guys cut. You cut a deal the wives are going  
21 to sign. The wife's have got to sign.

22 MS. FIC: We --

23 THE COURT: That was part of the discussion on  
24 September 8th during the --

25 MS. FIC: Floyd Hale said that, but then it was not



1 added to at the end of it that we were required to have all  
2 the wives sign. Because here's the thing, they're non-  
3 parties. And what happens if one --

4 THE COURT: How are you going to -- wait now. This  
5 is just really common sense.

6 MS. FIC: Okay.

7 THE COURT: How are you going to transfer an  
8 interest in real property which may be owned by both of the  
9 people and the wife has a claim, especially in places where it  
10 is voidable if you do not have the spouse sign? How are you  
11 going to transfer that property free and clear?

12 MS. FIC: Because the husbands -- I mean, there's  
13 NRS statutes --

14 THE COURT: Okay. I'm going to send you back to Mr.  
15 Hale, and the wives need to sign. Spouses need to sign, and  
16 the people who have the first right of refusal need to waive.

17 MS. FIC: So we'll come back to you if one of the  
18 wives refuse. That's the only thing. I just don't want to --

19 THE COURT: You're going to come back to me if you  
20 are unable to reach an agreement, if you need me to confirm an  
21 order. You are also going to come back to me if there is any  
22 problem in the implementation of the agreement.

23 But you reached a settlement, it was put on the  
24 record. You've got to have a settlement agreement. I know  
25 that Mr. Hale drafted an arbitration award, because he

1 conducted a portion of the arbitration. And I don't really  
2 have a problem with that, but we need to have the  
3 documentation consistent with the discussions that were --  
4 that occurred on September 8th, 2006, which are a part of the  
5 actual record the court reporter made, at which time both  
6 parties stipulated in front of the arbitrator that they had  
7 agreed to go to as part of the extrajudicial proceedings,  
8 which in my mind makes it an enforceable settlement. Okay.

9 MR. NETZORG: Thank you, Your Honor.

10 THE COURT: Have a lovely day.

11 MR. NETZORG: We appreciate it. Happy New Year.

12 MS. FIC: Thank you, Your Honor.

13 MR. NETZORG: Happy to have business court back.

14 THE COURT: Any more business court cases you want  
15 to send me, send them along.

16 (Off-record colloquy)

17 THE PROCEEDINGS CONCLUDED AT 9:59 A.M.

18 \* \* \* \* \*

19

20

21

22

23

24

25

CERTIFICATION

I CERTIFY THAT THE FOREGOING IS A CORRECT TRANSCRIPT FROM THE AUDIO-VISUAL RECORDING OF THE PROCEEDINGS IN THE ABOVE-ENTITLED MATTER.

AFFIRMATION

I AFFIRM THAT THIS TRANSCRIPT DOES NOT CONTAIN THE SOCIAL SECURITY OR TAX IDENTIFICATION OF ANY PERSON OR ENTITY.

FLORENCE HOYT  
LAS VEGAS, NEVADA 89146  
(702) 221-0246

*Florence M. Hoyt*

\_\_\_\_\_  
FLORENCE HOYT, TRANSCRIBER

1/16/07  
\_\_\_\_\_  
DATE

AFFIRMATION  
Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding \_\_\_\_\_

Order on Motion to Confirm Arbitration Award and Motion to Vacate  
Arbitration Award

(Title of Document)

filed in District Court Case number A511131

Does not contain the social security number of any person.

-OR-


Contains the social security number of a person as required by:

A. A specific state or federal law, to wit: \_\_\_\_\_

\_\_\_\_\_  
(State specific law)

OR-

B. For the administration of a public program or for an application for a federal or state grant.

  
Signature

January 17, 2007

Date

Michael A. Reynolds, Esq.  
Print Name

Attorney for Plaintiff. Gholamrez Zandian  
Title



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

RECEIVED  
MAR 02 2007  
JOHN PETER LEE, LTD.

DISTRICT COURT  
CLARK COUNTY, NEVADA

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

**ARBITRATOR REPORT AND RECOMMENDATION TO**  
**DISTRICT COURT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20 CONCLUSION:

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

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

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

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

11  
12 By: 

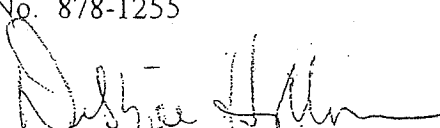
13 FLOYD A. HALE  
14 2300 W. Sahara, #900  
15 Las Vegas, NV 89102  
16 Arbitrator

17 CERTIFICATE OF FACSIMILE AND MAIL

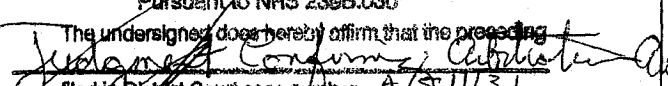
18 I hereby certify that on the 28<sup>th</sup> day of February, 2007, I faxed and mailed a true and  
19 correct copy of the foregoing addressed to:

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

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

30 By:   
31 Employee of Jams

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

34 The undersigned does hereby affirm that the preceding  
35    
36 filed in District Court case number 4:0711131  
37 **DOES NOT** contain the social security number of any person.

38 Date 6/8/07

FLOYD A. HALE  
SPECIFIC LETTER  
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Attorneys for Plaintiff/Counterdefendant

FILED

JUN 8 4 27 PM '07

*Clark*  
CLERK OF THE COURT

DISTRICT COURT

CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDIAN JAZI,

10 Plaintiff,

11 v.

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

16 Defendants.

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

19 Counterclaimants,

20 v.

21 GHOLAMREZ ZANDIAN JAZI,

22 Counterdefendant.

24 WENDOVER PROJECT, LLC,

25 Counterclaimant,

26 v.

27 GHOLAMREZ ZANDIAN JAZI,

28 Counterdefendant.

CASE NO.: A511131  
DEPT. NO.: XI

*g*  
NOTICE OF ENTRY OF  
JUDGMENT CONFIRMING  
ARBITRATION AWARD

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

*sent to client*  
*6/8/07*  
WFZ0320

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

6 1334 022860-JLR

7 PLEASE TAKE NOTICE that an JUDGMENT CONFIRMING ARBITRATION was filed  
8 in the above matter on the 8th day of June, 2007. A copy of said JUDGMENT is attached hereto.

9 DATED this 8th day of June, 2007.

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

20 Gholamreza Zandian Jazi

JOHN PETER LEE, LTD.

ATTORNEYS AT LAW

830 LAS VEGAS BOULEVARD SOUTH

LAS VEGAS, NEVADA 89101

Telephone (702) 382-4044

Telecopier (702) 383-9950

21  
22  
23  
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28

RECEIPT OF COPY

RECEIPT OF COPY of the foregoing NOTICE OF ENTRY OF JUDGMENT  
CONFIRMING ARBITRATION AWARD is hereby acknowledged this 8 day of June, 2007.

JAMS, The Resolution Experts

By: Floyd A. Hale, Esq.  
2300 West Sahara Avenue #900  
Las Vegas, Nevada 89102

John M. Netzorg, Esq.  
2810 West Charleston Boulevard #81  
Las Vegas, Nevada 89102  
Attorneys for Defendants.

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

**AFFIRMATION**

Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding

NOE JUDGMENT

filed in District Court case number 251131

DOES NOT contain the social security number of any person.

[Signature] Date 6/8/07

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

FILED  
JUN 8 10 50 AM '07  
*[Signature]*  
CLERK OF THE COURT

7 DISTRICT COURT  
8 CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDIAN JAZI,  
10 Plaintiff,  
11 v.  
12 RAY KOROGHLI, individually, FARIBORZ FRED  
SADRI, individually, and as Trustee of the Star  
13 Living Trust, WENDOVER PROJECT, LLC, a  
Nevada limited liability company; BIG SPRING  
14 RANCH, LLC, a Nevada limited liability company,  
and NEVADA LAND AND WATER  
15 RESOURCES, LLC, a Nevada limited liability  
company,  
16 Defendants.

CASE NO.: A511131  
DEPT. NO.: XI

**JUDGMENT CONFIRMING  
ARBITRATION AWARD**

18 RAY KOROGHLI, individually and FARIBORZ  
FRED SADRI, individually,  
19 Counterclaimants,  
20 v.  
21 GHOLAMREZA ZANDIAN JAZI,  
22 Counterdefendant.

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

24 WENDOVER PROJECT, LLC,  
25 Counterclaimant,  
26 v.  
27 GHOLAMREZA ZANDIAN JAZI,  
28 Counterdefendant.

ALLIANCE 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 PLEASE TAKE NOTICE that an JUDGMENT CONFIRMING ARBITRATION was filed  
8 in the above matter on the 8th day of June, 2007. A copy of said JUDGMENT is attached hereto.

9 DATED this 8th day of June, 2007.

10 JOHN PETER LEE, LTD.

11  
12 BY: 

13 JOHN PETER LEE, ESQ.

14 Nevada Bar No. 001768

15 MICHAEL A. REYNOLDS, ESQ.

16 Nevada Bar No. 008631

17 830 Las Vegas Boulevard South

18 Las Vegas, Nevada 89101

19 Ph: (702) 382-4044/Fax: (702) 383-9950

20 Attorneys for Plaintiff/Counterdefendant

21 Gholamreza Zandian Jazi

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



RECEIPT OF COPY

RECEIPT OF COPY of the foregoing NOTICE OF ENTRY OF JUDGMENT  
CONFIRMING ARBITRATION AWARD is hereby acknowledged this \_\_\_\_ day of June, 2007.

JAMS, The Resolution Experts

By: Floyd A. Hale, Esq.  
2300 West Sahara Avenue #900  
Las Vegas, Nevada 89102

John M. Netzorg, Esq.  
2810 West Charleston Boulevard #81  
Las Vegas, Nevada 89102  
Attorneys for Defendants

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

AFFIRMATION

Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding

NOE / JUDGMENT

filed in District Court case number 2511131

DOES NOT contain the social security number of any person.

[Signature] Date 6/8/07

JOHN PETER LEE, L.L.D.  
ATTORNEY AT LAW  
830 LAS VEGAS ULEVARD SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
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1 JUDGE  
JOHN PETER LEE, LTD.  
2 JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
3 MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
4 830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
5 (702) 382-4044 Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant  
6

7 DISTRICT COURT

8 CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDIAN JAZI,

10 Plaintiff,

11 v.

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

16 Defendants.

CASE NO.: A511131  
DEPT. NO.: XI

17 **JUDGMENT CONFIRMING**  
**ARBITRATION AWARD**

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

19 Counterclaimants,

20 v.

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

21 GHOLAMREZA ZANDIAN JAZI,

22 Counterdefendant.

23 \_\_\_\_\_  
24 WENDOVER PROJECT, LLC,

25 Counterclaimant,

26 v.

27 GHOLAMREZA ZANDIAN JAZI,

28 Counterdefendant.

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

6 1334.022860-JLR

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

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

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

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

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

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

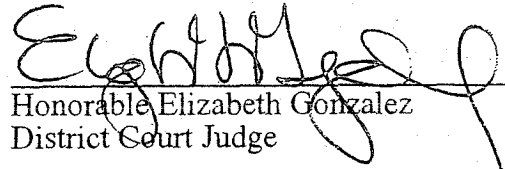
26 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Arbitrator's Report  
27 and Recommendation to District Court dated the 28th day of February, 2007, a copy of which is  
28 attached hereto as Exhibit "4" is granted by this Court.

JOHN PEIFFER LEE, LTD.  
ATTOR AT LAW  
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IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this Court retains jurisdiction to implement this Judgment.

Dated this 7 day of June, 2007.

  
Honorable Elizabeth Gonzalez  
District Court Judge

SUBMITTED BY:

JOHN PETER LEE, LTD.

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

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

RECEIVED  
SEP 22 2006  
JOHN PETER LEE, LTD.

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

DISTRICT COURT

CLARK COUNTY, NEVADA

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

ARBITRATION DECISION

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

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

2300 W. SAHARA, SUITE 900  
LAS VEGAS, NV 89102  
PHONE (702) 457-5267  
FAX (702) 437-5267  
EMAIL fhaile@floyd hale.com

1 Zandian Jazi, free and clear of all encumbrances, including the promissory note secured by Deed  
2 of Trust issued for the benefit of Fariborz Fred Sadri; any obligation owed to Jeff Codega, related  
3 to work that was performed as to the Pah Rah real estate will be the obligation of Gholamreza  
4 Zandian Jazi;  
5

6 2. The 320 acres referenced in the briefs and this lawsuit will be transferred free and clear  
7 to Gholamreza Zandian Jazi without any obligation to the other litigants or parties to this  
8 Arbitration or to any other party who may profess to have an interest in the 320 acres that are  
9 bound by this lawsuit and Arbitration;  
10

11 3. Fariborz Fred Sadri and Ray Koroghli will, within 30 days from the service of this  
12 Arbitration Decision, pay Gholamreza Zandian Jazi \$250,000.00 in return for Gholamreza  
13 Zandian Jazi waiving any claims or any rights as to the Big Springs Ranch, LLC or any of its  
14 assets;  
15

16 4. That Gholamreza Zandian Jazi will transfer any interest in the Wendover project, LLC,  
17 including all assets and real estate to Fariborz Fred Sadri and Ray Koroghli;  
18

19 5. All of the entities and properties that are the subject of this Arbitration and lawsuit,  
20 including Pah Rah, LLC, the owners of the 300 acres referenced above, the Big Springs Ranch,  
21 LLC, and the Wendover purchase or Wendover Project, LLC, referenced in this lawsuit and  
22 Arbitration waive any claims to reimbursement or participation in any consulting fees previously  
23 paid to Gholamreza Zandian Jazi from the seller of the real estate to those entities;  
24

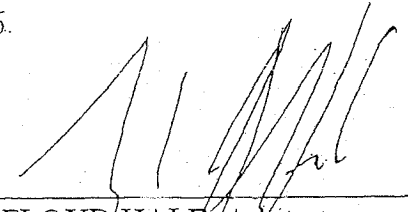
25 6. That the parties, through counsel, will prepare all necessary documents to effect the  
26 transfers of the real estate assets and LLC entities and the parties to this lawsuit and Arbitration  
27 will execute all necessary documents to effect this Arbitration Order, including a mutual Release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

SPECIAL MASTER  
2300 W. S.  
E. SUITE 900  
LAS VEGAS  
ADA 89102  
PHONE (702) 457-5  
EMAIL fhale@floydhale.com

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

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

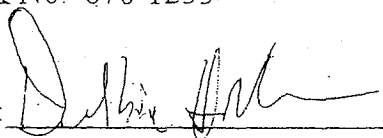
By:   
FLOYD HALE, Arbitrator  
2300 West Sahara Avenue, #900  
Las Vegas, NV 89102

CERTIFICATE OF FACSIMILE AND MAIL

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

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

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

By:   
Employee of Jams

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

21 ARBITRATION DECISION

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

SPEC LISTER  
2000 W. S. Suite 900  
LAS VEGAS, NV 89102  
PHONE (702) 457-5267 EMAIL fhaile@floyd hale.com



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

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

7 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 11<sup>th</sup> day of October, 2006.

14  
15  
16 By: 

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

17  
18  
19 CERTIFICATE OF FACSIMILE

20  
21 I hereby certify that on the 11<sup>th</sup> day of October, 2006, I faxed and mailed a true and  
22 correct copy of the foregoing addressed to:

23 John Peter Lec, Esq.  
24 830 Las Vegas Boulevard South  
25 Las Vegas, NV 89101  
26 Attorneys for Plaintiffs  
27 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  
27  
28 By: 

Employee of Jams

SPECIAL SERVICE UNIT  
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LAS VEGAS, NV 89102  
PHONE (702) 457-4267 FAX (702) 457-4267  
E-MAIL: fhaale@byrdhale.com

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

**RECEIVED**  
NOV 30 2006  
JOHN PETER LEE, LTD.

7 DISTRICT COURT  
8 CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDIAN JAZI, )  
10 Plaintiff, )  
11 v. )  
12 RAY KOROGHLI, individually, FARIBORZ FRED )  
SADRI, individually, and as Trustee of the Star )  
13 Living Trust, WENDOVER PROJECT, LLC, a )  
Nevada limited liability company; BIG SPRING )  
14 RANCH, LLC, a Nevada limited liability company, )  
and NEVADA LAND AND WATER )  
15 RESOURCES, LLC, a Nevada limited liability )  
company, )  
16 Defendants. )

CASE NO.: A511131  
DEPT. NO.: XIII

BEFORE ARBITRATOR  
FLOYD A. HALE

IMPLEMENTATION AWARD

17 \_\_\_\_\_ )  
18 RAY KOROGHLI, individually and FARIBORZ )  
FRED SADRI, individually, )  
19 Counterclaimants, )  
20 v. )  
21 GHOLAMREZA ZANDIAN JAZI, )  
22 Counterdefendant. )  
23 \_\_\_\_\_ )  
24 WENDOVER PROJECT, LLC, )  
25 Counterclaimant, )  
26 v. )  
27 GHOLAMREZA ZANDIAN JAZI, )  
28 Counterdefendant. )

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

6 1334.022860-sy

7 **IMPLEMENTATION AWARD**

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

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

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

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

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

ATTORNEY AT LAW  
830 LAS VEGAS, NV 89101  
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- Award the Grant, Bargain and Sale Deed of the Pah-Rah parcel provided by Plaintiff as Exhibit "4" on November 2, 2006.
- 6. Mr. Sadri is to execute and deliver to Plaintiff's counsel within ten days of this Award the Request for Full Reconveyance concerning the \$333,000 Note provided by Plaintiff as Exhibit "5" on November 2, 2006.
- 7. Mr. Zandian is to execute and deliver to Defendants' counsel within ten days of this Award the Quitclaim Deed of the Wendover parcel provided by Plaintiff as Exhibit "6" on November 2, 2006.
- 8. Mr. Zandian is to execute and deliver to Defendants' counsel within ten days of this Award the Assignment of Interest in Wendover Project, LLC, provided by Plaintiff as Exhibit "7" on November 2, 2006.
- 9. Mr. Zandian is to execute and deliver to Defendants' counsel within ten days of this Award the Quitclaim Deed of the Big Spring Ranch parcel provided by Plaintiff as Exhibit "8" on November 2, 2006.
- 10. Mr. Zandian is to execute and deliver to Defendant's counsel within ten days of this Award the Assignment of Interest in Big Spring Ranch, LLC., provided by Plaintiff as Exhibit "9" on November 2, 2006.
- 11. Mr. Zandian is to execute and deliver to Defendants' counsel within ten days of this Award the Assignment of Interest in Nevada Land and Water Resources, LLC., provided by Plaintiff as Exhibit "10" on November 11, 2006.
- 12. Mr. Zandian is to record and deliver to Defendants' counsel within ten days of this Award the four (4) Releases of Lis Pendens provided by Plaintiff as Exhibit "11" on November 2, 2006.
- 13. Mr. Zandian is to execute, file and deliver to Defendants' counsel within ten days of this Award the Certificate of Resignation concerning Wendover Project, LLC., provided by Plaintiff as Exhibit "12" on November 2, 2006.
- 14. Mr. Zandian is to execute, file and deliver to Defendants' counsel within ten days of this Award the Certificate of Resignation concerning Nevada Land and Water

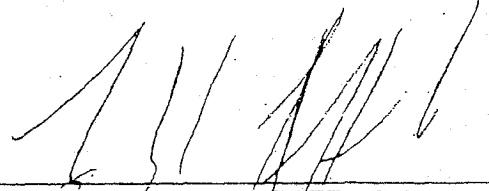
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Resources, LLC, provided as Exhibit "13" on November 2, 2006.

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

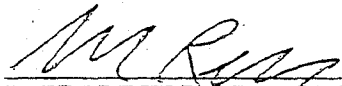
16. All parties are to sign the Mutual Release of Claims provided by Plaintiff as Exhibit "16" on November 2, 2006, and deliver a Counterpart to the other party's counsel within ten (10) from this Award.

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

  
\_\_\_\_\_  
FLOYD A. HALE, ARBITRATOR

Respectfully submitted

JOHN PETER LEE, LTD.

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

ATTORNEY AT LAW  
830 LAS VEGAS BLVD. SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

CERTIFICATE OF FACSIMILE AND MAILING

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

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

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

By: 

Employee of Jams

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

RECEIVED  
MAR 02 2007

JOHN PETER LEE, LTD.

DISTRICT COURT

CLARK COUNTY, NEVADA

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

ARBITRATOR REPORT AND RECOMMENDATION TO  
DISTRICT COURT

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

FLOYD A. HALE  
SPECI STPO 900  
2300 W. SA  
LAS VEG. VAL. 02  
PHONE (702) 457-5267 EMAIL fhaale@floydthale.com

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

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

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

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

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

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



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

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

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

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

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

FLOYD ^ HALE  
SPECI ST  
2300 W. SAH E. 300  
LAS VEGAS, NV 89102  
PHONE: (702) 457-5267 EMAIL: fhaile@floyd hale.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

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

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

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

11  
12 By: 

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

17 CERTIFICATE OF FACSIMILE AND MAIL

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

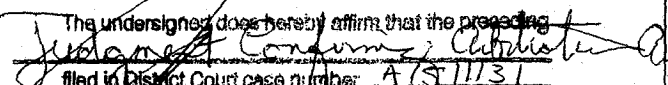
20 John Peter Lee, Esq.  
21 830 Las Vegas Boulevard South  
22 Las Vegas, NV 89101  
23 Attorneys for Plaintiffs  
24 Fax No. 383-9950

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

30 By: 

Employee of Jams

**AFFIRMATION**  
Pursuant to NRS 230B.030

The undersigned does hereby affirm that the preceding  
  
filed in District Court case number A-511131  
**DOES NOT** contain the social security number of any person.

Date 6/8/07

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

RECEIPT OF COPY

RECEIPT OF COPY of the foregoing NOTICE OF ENTRY OF JUDGMENT  
CONFIRMING ARBITRATION AWARD is hereby acknowledged this 8th day of June, 2007.

JAMS, The Resolution Experts

By: Floyd A. Hale, Esq.  
Floyd A. Hale, Esq.  
2300 West Sahara Avenue #900  
Las Vegas, Nevada 89102

John M. Netzorg / Esq.  
John M. Netzorg, Esq.  
2810 West Charleston Boulevard #81  
Las Vegas, Nevada 89102  
Attorneys for Defendants

JOHN FELER LEE, L.L.D.  
ATTORNEY AT LAW  
830 LAS VEGAS BLVD. SUITE 100  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

**AFFIRMATION**  
Pursuant to NRS 239B.030  
The undersigned does hereby affirm that the preceding  
NOE JUDGMENT  
filed in District Court case number 251131  
DOES NOT contain the social security number of any person.  
[Signature] Date 6/8/07



FILED

JUL 20 1 47 PM '07

*Chaf...*  
CLERK OF THE COURT

**ORDER**  
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

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

GHOLAMREZA ZANDIAN JAZI, )  
)  
Plaintiff, )

CASE NO.: A511131  
DEPT. NO.: XI

v. )

RAY KOROGLI, 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, )

**ORDER ON POST-JUDGMENT  
MOTIONS**

Defendants. )

RAY KOROGLI, individually and FARIBORZ )  
FRED SADRI, individually, )

Counterclaimants, )

v. )

GHOLAMREZA ZANDIAN JAZI, )

Counterdefendant. )

WENDOVER PROJECT, LLC, )

Counterclaimant, )

v. )

GHOLAMREZA ZANDIAN JAZI, )

Counterdefendant. )

CC TO CLIENT *3/23/08*  
INITIALS *WFZ0346*

**JOHN PETER LEE, LTD.**  
ATTORNEYS AT LAW  
830 LAS VEGAS BLVD. SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
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\_\_\_\_\_) )  
GHOLAMREZA ZANDIAN JAZI, )

Counterclaimant, )

v. )

WENDOVER PROJECT, LLC, )

Counterdefendant. )


1334.022860-sy

**ORDER ON POST-JUDGMENT MOTIONS**

Defendants' Motion for Re-hearing and Motion to Amend or Alter Judgment Pursuant to NRCP 59 (e), or in the Alternative, Motion for New Trial Pursuant to NRCP 59 (a) came before this Court for hearing on July 17, 2007. Michael A. Reynolds, Esq., and Yvette R. Freedman, Esq., of the law firm of John Peter Lee, Ltd., appeared on behalf of Plaintiff, Gholamereza Zandian Jazi, and Steven L. Day, Esq., of Cohen, Johnson and Day, appeared on behalf of all Defendants.


The Court having considered the pleadings on file and the arguments of counsel, IT IS HEREBY ORDERED that Defendants' Motions are denied.

Dated this 19 day of July, 2007.

  
\_\_\_\_\_  
HONORABLE ELIZABETH GONZALEZ  
DISTRICT COURT JUDGE, DEPARTMENT 11

RESPECTFULLY SUBMITTED BY:

JOHN PETER LEE, LTD.

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

JOHN PETER LEE, LTD.  
ATTORNI AT LAW  
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Telephone (702) 382-4044  
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FLOYD A. HALE  
SPECIAL MASTER  
2000 W. SAHARA, SUITE 900  
LAS VEGAS, NV 89102  
PHONE (702) 457-5267 EMAIL fahale@floydahale.com

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

10 DISTRICT COURT

11 CLARK COUNTY, NEVADA

12 GHOLAMREZA ZANDIAN JAZI, ) Case No. A511131  
13 ) Dept. No. XII  
14 Plaintiff, )  
15 vs. )  
16 RAY KOROGHILI, 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 ARBITRATION DECISION

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

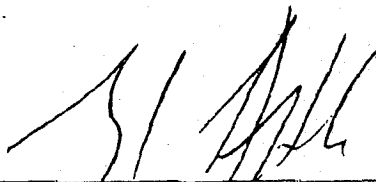
1 Arbitration Decision and verify other factual issues that were the subject of the Arbitration  
2 Agreement.

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

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

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

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

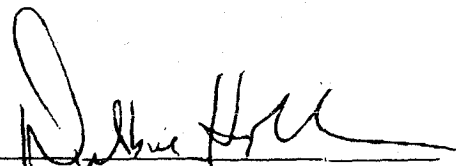
14  
15  
16 By:   
17 FLOYD A. HALE  
18 2300 W. Sahara, #900  
19 Las Vegas, NV 89102  
20 Arbitrator

21 CERTIFICATE OF FACSIMILE

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

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

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

29 By:   
Employee of Jams

FLOYD A. HALE  
SPEC. MASTER  
2000 W. SAHARA, SUITE 900  
LAS VEGAS, NV 89102  
PHONE (702) 457-5267 EMAIL fhaa@floydahale.com

**EXHIBIT THREE**

WFZ0351

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

RECEIVED  
NOV 30 2006  
JOHN PETER LEE, LTD.

7 DISTRICT COURT  
8 CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDIAN JAZI,  
10 Plaintiff,

CASE NO.: A511131  
DEPT. NO.: XIII

11 v.

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

BEFORE ARBITRATOR  
FLOYD A. HALE

16 Defendants.

IMPLEMENTATION AWARD

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

19 Counterclaimants,

20 v.

21 GHOLAMREZA ZANDIAN JAZI,

22 Counterdefendant.

24 WENDOVER PROJECT, LLC,

25 Counterclaimant,

26 v.

27 GHOLAMREZA ZANDIAN JAZI,

28 Counterdefendant.

ATTORNEYS AT LAW  
830 LAS VEGAS BLVD. SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9951

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

6 1334.022860-sy

7 **IMPLEMENTATION AWARD**

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

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

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

**JOHN PETER LEE, LTD.**  
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 Telecopier (702) 383-9953

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

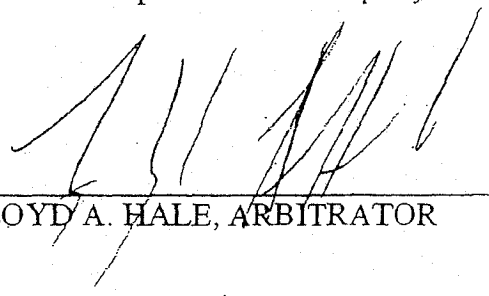
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Resources, LLC, provided as Exhibit "13" on November 2, 2006.

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

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


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



FLOYD A. HALE, ARBITRATOR

Respectfully submitted

JOHN PETER LEE, LTD.

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

JOHN PETER LEE, LTD.  
ATTORNEYS AT LAW  
830 LAS 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



**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:			
<a href="#">Parcel Map</a>   <a href="#">Map Warehouse</a>				Quality		<a href="#">Bldg Type</a>	
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	<b>Square Feet does not include Bsmt or Garage Conversion area click for details</b>	
Mail Address	P O BOX 81624			Bedrooms	0		
	LAS VEGAS NV 89180-1624			Full Baths	0	Finished Bsmt 0	
Owner 2				Half Baths	0	Unfin Bsmt 0	
Owner 3				Fixtures	0	<a href="#">Bsmt Type</a>	
Rec Doc No	02957442	Rec Date	11/21/2003	Fireplaces	0	Gar Conv Sq Foot 0	
Prior Owner	GRAHAM,EARL L & JONI			Heat Type		Total Gar Area 0	
Prior Doc	02623847 11/30/2001			Sec Heat Type		Gar Type	
Legal Desc	34-1-1-2			Ext Walls		Det Garage 0	
Subdivision	34-1-1-2			Sec Ext Walls		Bsmt Gar Door 0	
	Lot	Block	Sub Map#	Roof Cover		Sub Floor	
	Record of Survey Map		Parcel Map#	%Incomplete	0	Frame	
Section 34	Township 21	Range 21	SPC	Obso/Bldg Adj	0	<a href="#">Units/Bldg</a> 0	
Tax Dist	4400	Add'l Tax Info	Prior APN	Construction Mod	0	<a href="#">Units/Parcel</a> 0	
				Last Activity	CEM 04/08/1996	<a href="#">Last Permit</a>	

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				
					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

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

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

Sketch Is Not Available On-Line.	Property Photo Is Not Available On-Line.
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**Exhibit 2**

APN: 076-100-19

WHEN RECORDED, RETURN TO

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

GRANTEE/MAIL TAX STATEMENTS TO:

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

320 acre parcel

**GRANT, BARGAIN AND SALE DEED**

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

**WITNESSETH**

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

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

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

SUBJECT TO rights, reservations and restrictions of record.

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

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

BIG SPRING RANCH, LLC

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

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

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

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

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

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

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

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



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			
<b>APN</b> 076-100-19				<b>Property Name:</b>			
<a href="#">Parcel Map</a>   <a href="#">Map Warehouse</a>				<b>Quality</b>	<b>Bldg Type</b>		
Card 1 of 1				<b>Stories</b>			
<b>Situs</b>	SPANISH SPRINGS RD			<b>Year Built</b>	0	<b>Square Feet</b>	0
<b>Owner 1</b>	BIG SPRING RANCH LLC			<b>W.A.Y.</b>	0	<b>Square Feet does not include Bsmt or Garage Conversion area click for details</b>	
<b>Mail Address</b>	P O BOX 81624			<b>Bedrooms</b>	0		
	LAS VEGAS NV 89180-1624			<b>Full Baths</b>	0	<b>Finished Bsmt</b>	0
<b>Owner 2</b>				<b>Half Baths</b>	0	<b>Unfin Bsmt</b>	0
<b>Owner 3</b>				<b>Fixtures</b>	0	<b>Bsmt Type</b>	
<b>Rec Doc No</b>	02957442	<b>Rec Date</b>	11/21/2003	<b>Fireplaces</b>	0	<b>Gar Conv Sq Foot</b>	0
<b>Prior Owner</b>	GRAHAM,EARL L & JONI			<b>Heat Type</b>		<b>Total Gar Area</b>	0
<b>Prior Doc</b>	02623847 11/30/2001			<b>Sec Heat Type</b>		<b>Gar Type</b>	
<b>Legal Desc</b>	34-1-1-2			<b>Ext Walls</b>		<b>Det Garage</b>	0
<b>Subdivision</b>	34-1-1-2			<b>Sec Ext Walls</b>		<b>Bsmt Gar Door</b>	0
	<b>Lot</b>	<b>Block</b>	<b>Sub Map#</b>	<b>Roof Cover</b>		<b>Sub Floor</b>	
	<b>Record of Survey Map</b>		<b>Parcel Map#</b>	<b>%Incomplete</b>	0	<b>Frame</b>	
<b>Section 34</b>	<b>Township 21</b>	<b>Range 21</b>	<b>SPC</b>	<b>Obso/Bldg Adj</b>	0	<b>Units/Bldg</b>	0
<b>Tax Dist</b>	4400	<b>Add'l Tax Info</b>	<b>Prior APN</b>	<b>Construction Mod</b>	0	<b>Units/Parcel</b>	0
				<b>Last Activity</b>	CEM 04/08/1996	<b>Last Permit</b>	

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

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

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

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

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

Sketch Is Not Available On-Line.	Property Photo Is Not Available On-Line.
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**Exhibit 3**

APN: 076-100-19

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

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

320 acre parcel

**QUITCLAIM DEED**

By this instrument dated this \_\_\_\_ day of \_\_\_\_\_, 2006, for a valuable consideration,  
Big Spring Ranch, LLC does hereby remise, release and forever quitclaim to Gholamreza Zandian  
Jazi, the following described real property in the State of Nevada, County of Washoe:

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

BIG SPRING RANCH, LLC

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

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

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

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

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

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

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

---

NOTARY PUBLIC

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

WASHOE COUNTY QUICK INFO (Summary data may not be complete representation of property)				10/18/2006	
<b>Owner Information &amp; Legal Description</b>			<b>Building Information</b>		
<b>APN</b>	076-100-19		<b>Property Name:</b>		
<b>Parcel Map   Map Warehouse</b>			<b>Quality</b>	<b>Bldg Type</b>	
Card 1 of 1			<b>Stories</b>		
<b>Situs</b>	SPANISH SPRINGS RD		<b>Year Built</b>	0	<b>Square Feet</b> 0
<b>Owner 1</b>	BIG SPRING RANCH LLC		<b>W.A.Y.</b>	0	<b>Square Feet does not include Bsmt or Garage Conversion area click for details</b>
<b>Mail Address</b>	P O BOX 81624		<b>Bedrooms</b>	0	
	LAS VEGAS NV 89180-1624		<b>Full Baths</b>	0	<b>Finished Bsmt</b> 0
<b>Owner 2</b>			<b>Half Baths</b>	0	<b>Unfin Bsmt</b> 0
<b>Owner 3</b>			<b>Fixtures</b>	0	<b>Bsmt Type</b>
<b>Rec Doc No</b>	02957442	<b>Rec Date</b>	11/21/2003	<b>Fireplaces</b>	0
<b>Prior Owner</b>	GRAHAM,EARL L & JONI		<b>Heat Type</b>		<b>Total Gar Area</b> 0
<b>Prior Doc</b>	02623847	11/30/2001		<b>Sec Heat Type</b>	<b>Gar Type</b>
<b>Legal Desc</b>	34-1-1-2		<b>Ext Walls</b>		<b>Det Garage</b> 0
<b>Subdivision</b>	34-1-1-2		<b>Sec Ext Walls</b>		<b>Bsmt Gar Door</b> 0
	<b>Lot Block</b>	<b>Sub Map#</b>	<b>Roof Cover</b>		<b>Sub Floor</b>
	<b>Record of Survey Map</b>	<b>Parcel Map#</b>	<b>%Incomplete</b>	0	<b>Frame</b>
<b>Section 34</b>	<b>Township 21</b>	<b>Range 21</b>	<b>Obso/Bldg Adj</b>	0	<b>Units/Bldg</b> 0
		<b>SPC</b>	<b>Construction Mod</b>	0	<b>Units/Parcel</b> 0
<b>Tax Dist</b>	4400	<b>Add'l Tax Info</b>	<b>Last Activity</b>	CEM 04/08/1996	<b>Last Permit</b>
		<b>Prior APN</b>			

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

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

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

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

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

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

WFZ0373

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



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

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

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

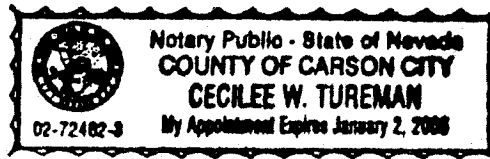
NEVADA LAND AND RESOURCE COMPANY, LLC, A  
DELAWARE LIMITED LIABILITY COMPANY

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

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

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

*Cecile W. Tureman*  
Notary Public



100701

WFZ0375



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

**PARCEL C:**

A.P.N. 079-150-13

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

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

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

**PARCEL D:**

A.P.N. 084-040-02

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

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

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



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

**PARCEL E:**

A.P.N. 084-040-04

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

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

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

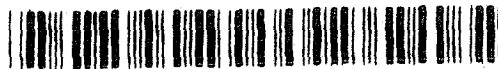
**PARCEL F:**

A.P.N. 084-040-06

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

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

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



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

**PARCEL G:**

A.P.N. 084-040-10

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

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

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

**PARCEL H:**

A.P.N. 084-130-07

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

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

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



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08/06/2003  
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any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL I:**

A.P.N. 084-140-17

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

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

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

**Exhibit 5**



**REQUEST FOR FULL RECONVEYANCE**

TO: Western Title Company, Inc., Trustee

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

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

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

STAR LIVING TRUST

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

Pah Rah parcel

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

084-140-17

DOC # 2900594

08/08/2003 03:48P Fee: 45.00

BK1

Requested By

WESTERN TITLE COMPANY INC

Washoe County Recorder

Kathryn L. Burke - Recorder

Pg 1 of 10 RPT 0.00

RECORDING REQUESTED BY:

Western Title Company, Inc.

WHEN RECORDED MAIL TO:

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



(SPACE ABOVE THIS LINE FOR RECORDERS USE)

### DEED OF TRUST WITH ASSIGNMENT OF RENTS

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

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

SEE ATTACHED FOR LEGAL DESCRIPTION

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

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

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

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

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



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

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

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



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

STATE OF NEVADA

COUNTY OF CLARK

} ss

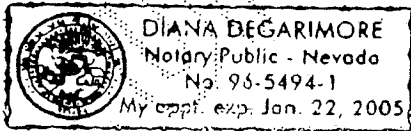
This instrument was acknowledged before me on

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

by REZA ZANDIAN

REZA ZANDIAN

Diana DeGarimore  
Notary Public





**DO NOT RECORD**

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

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

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

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

**B. IT IS MUTUALLY AGREED**

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

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

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

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



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

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

REQUEST FOR FULL RECONVEYANCE

DO NOT RECORD

TO TRUSTEE

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

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

Please mail Deed of Trust,  
Note and Reconveyance to \_\_\_\_\_  
Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for  
cancellation before reconveyance will be made.



**EXHIBIT "A"**

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

**PARCEL A:**

A.P.N. 079-150-09

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

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

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

**PARCEL B:**

A.P.N. 079-150-10

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

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

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



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

**PARCEL C:**

A.P.N. 079-150-13

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

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

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

**PARCEL D:**

A.P.N. 084-040-02

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

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

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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.

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**PARCEL F:**

A.P.N. 084-040-06

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

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

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



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

**PARCEL G:**

A.P.N. 084-040-10

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

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

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

**PARCEL H:**

A.P.N. 084-130-07

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

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

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



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

**PARCEL I:**

A.P.N. 084-140-17

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

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

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

**Exhibit 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 94 FILED  
REQUEST OF

2003 DEC 30 PM 4:09

Stewart Title Co.  
JERRY D. REYNOLDS  
ELKO CO. REGISTER

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

0301167

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

GRANT, BARGAIN, AND SALE DEED

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

WITNESSETH:

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

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

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.

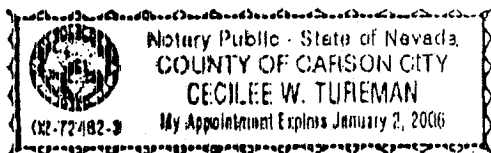
Big Springs Land & Resource Company,  
a Nevada limited liability company

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

TWP	R14G	SEC	ALIQUOT PARTS	ACREAGE
32N	65E	01	Lots 1-3, S/2 N/2, S/2	600.34
32N	65E	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	416.61
33N	70E	20	Lots 8, 9 and S/2 SW/4 SW/4 NE/4	73.07
33N	70E	21	Lot 2	13.21
33N	70E	29	Lots 3, 5, 8, NW/4 NW/4	73.11
33N	70E	29	Lot 2	16.01
33N	70E	30	Lots 2, 3, NE/4, W/2, W/2 SE/4	612.56
33N	70E	31	Lots 2, 4, 5, 8, 10, 11, NW/4, W/2 SW/4	372.91
33N	70E		Prts of 9 and 10 (Parcel 2 of recorded parcel map #485646)	4.21
33N	70E		Prts of 9 and 10 (Parcel 1 of recorded parcel map #485646)	3.87
33N	70E		Prts of 9, 10 and 15 (Parcel 4 of recorded parcel map #485646)	65.11

\* These parcels cover more than one section

6,457.24



Exhibit "A"  
Big Springs Ranch Windcover Property Legal Descriptions

T1/4	RNG	SEC	ALLOTMENT PARTS	ACREAGE
32N	69E	01	Lots 1-3, S/2 N/2, S/2	600.34
32N	69E	02	S/2 N/2, S/2	480.00
32N	70E	06	Lots 4, 6, 7, 10, 12, 13, SW/4 NW/4	164.72
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	01	Lots 2-5, 9 and 11	35.00
33N	70E	15	Lots 12, 13, 15, 18, 20, 23-25, and 28-30, NE/4 SW/4 SE/4 NW/4, E/2 SE/4 SE/4 NW/4, NW/4 SE/4 SE/4 NW/4	46.23
33N	70E	17	S/2 S/2	160.00
33N	70E	19	All	640.00
33N	70E	20	Lots 2, 3, 6, 11, NW/4 NE/4, N/2 SW/4 NE/4, SE/4 SW/4 NE/4, N/2 SW/4 SW/4 NE/4, NW/4, N/2 SW/4, SW/4 SW/4	416.61
33N	70E	20	Lots 8, 9 and S/2 SW/4 SW/4 NE/4	73.07
33N	70E	21	Lot 2	13.21
33N	70E	29	Lots 3, 5, 8, NW/4 NW/4	73.16
33N	70E	29	Lot 2	16.01
33N	70E	30	Lots 2, 3, NE/4, W/2, W/2 SE/4	612.56
33N	70E	31	Lots 2, 4, 5, 8, 10, 11, NW/4, W/2 SW/4	372.01
33N	70E	*	Plns of 9 and 10 (Parcel 2 of recorded parcel map #485646)	4.21
33N	70E	*	Plns of 9 and 10 (Parcel 1 of recorded parcel map #485646)	3.87
33N	70E	*	Plns of 9, 10 and 16 (Parcel 4 of recorded parcel map #485646)	65.31

\* These parcels cover more than one section

6,457.24

Order No.: 03011167

### LEGAL DESCRIPTION

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

PARCEL 1:

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

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

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

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

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

Section 6: Lots 4, 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.

**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

**Exhibit 8**

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

WHEN RECORDED, RETURN TO

GRANTEE/MAIL TAX STATEMENTS TO:

Big Spring Ranch Parcel

**QUITCLAIM DEED**

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

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

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

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

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

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

512358

FILE #  
PROJECT OF

2003 DEC 30 PM 4:08

Stewart Title Co.

JERRY D. SYMPOUS  
ELKO COUNTY RECORDER

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

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

GRANT, BARGAIN, AND SALE DEED

03012789

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

WITNESSETH:

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

3 72491

WFZ0404  
100766



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

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

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

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

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

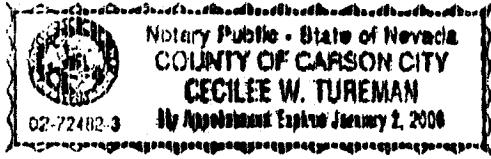
By: *Dorothy A. Timian-Palmer*  
DOROTHY A. TIMIAN-PALMER  
Chief Operating Officer/Director

STATE OF NEVADA            )  
  : ss.  
CARSON CITY                )

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

*Cecile W. Tureman*

NOTARY PUBLIC



# EXHIBIT A

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

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

County	APN #	Twn	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 1-80 RAW	569.77
Elko	009-550-001	36N	66E	13	All	640.00
Elko	009-550-001	36N	66E	15	All	640.00
Elko	009-550-001	36N	66E	21	E/2	320.00
Elko	009-550-001	36N	66E	22	W/2 NW/4, S/2	400.00
Elko	009-550-001	36N	66E	23	All	640.00
Elko	009-550-001	36N	66E	25	All	640.00
Elko	009-550-001	36N	66E	26	W/2 W/2	160.00
Elko	009-550-001	36N	66E	27	All	640.00
Elko	009-550-001	36N	66E	28	E/2 E/2, W/2 SE/4 less 4.50 Ac to Beaumont in SE/4 SW/4, SW/4 SE/4	235.50
Elko	009-550-001	36N	66E	33	All	640.00
Elko	009-550-001	36N	66E	34	All	640.00
Elko	009-550-001	36N	66E	35	All	640.00
Elko	009-560-004	37N	66E	25	All less 15.22 Ac S1 R1 30 RAW	624.78
Elko	009-560-004	37N	66E	27	SE/4 SE/4	40.00
Elko	009-560-004	37N	66E	35	All	625.34
Elko	009-570-011	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	Acreage
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 1/4, E/2 NW 1/4, Lots 1 and 2 (N/2) except 4.60 Ac conv to Nevada Northern Railroad Co.	306.35
Elko	010-090-001	34N	67E	21	N/2	320.00
Elko	010-090-001	34N	67E	22	All	640.00
Elko	010-090-001	34N	67E	23	N/2	320.00
Elko	010-090-003	34N	67E	7	Ptn of the E/2 W/2 west of the NRR R/W	46.98
Elko	010-110-001	36N	67E	7	All except 12.70 Ac conv to Northern Nevada Railroad Co.	619.98
Elko	010-110-001	36N	67E	19	All except 12.05 Ac conv to Northern Nevada Railroad Co. except ptn conv to State of NV for Hwy	608.15
Elko	010-110-001	36N	67E	31	All except 12.14 Ac conv to Northern Nevada Railroad Co.	627.26
Elko	010-120-001	37N	67E	1	Ptn 200' south of the CPRR centerline less 12.76 Ac to SR-30 R/W	589.64
Elko	010-120-001	37N	67E	5	Ptn 200' south of the CPRR centerline	604.67
Elko	010-120-001	37N	67E	9	NW 1/4, S/2 less 6.70 Ac conv to Northern Nevada Railroad Co. and 15.10 Ac to SR-30 R/W	458.20
Elko	010-120-001	37N	67E	11	Ptn 200' south of the CPRR centerline less 11.07 Ac to SR-30 R/W	611.42
Elko	010-120-001	37N	67E	17	All less 16.33 Ac to SR-30 R/W	623.67
Elko	010-120-001	37N	67E	19	All	628.68
Elko	010-130-001	38N	67E	31	Ptn 200' south of the CPRR centerline	594.40
Elko	010-320-001	35N	68E	7	All except 21.28 Ac conv to Western Pacific Railroad Co. less 45.33 to I-80 R/W	614.35
Elko	010-320-001	35N	68E	17	All north of the WPRR centerline, and all south of the WPRR centerline less 6.89 Ac to I-80 R/W	521.98
<b>Total Acreage:</b>						<b>35,254.34</b>

Order No.: 03012789

### LEGAL DESCRIPTION

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

PARCEL 1:

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

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

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

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

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

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

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

PARCEL 2:

Continued on next page

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3 72497

Order No. 03012789

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

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

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

PARCEL 3:

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

Section 7: All;

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

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

Continued on next page

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Order No. 03012789

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

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

PARCEL 4:

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

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

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

PARCEL 5:

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

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

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

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



Order No. 03012789

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

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

PARCEL 6:

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

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

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

Section 9: NW1/4; S1/2;

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

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

Section 17: All;

Section 19: All;

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

Continued on next page

Order No. 03012789

PARCEL 7:

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

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

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

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

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

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

PARCEL 8:

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

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

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

Section 1: All;  
Section 11: All;

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

Continued on next page

Order No. 03012789

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

Section 13: All;

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

Section 15: All;

Section 23: All;

Section 25: All;

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

PARCEL 9:

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

Section 35: All;

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

PARCEL 10:

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

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

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

PARCEL 11:

Continued on next page

Order No. 03012789

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

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

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

PARCEL 12:

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

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

EXCEPTING AND RESERVING THEREFROM the following described land:

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

THENCE North 25°20' East, 486.81 feet;

THENCE South 64°40' East, 303.07 feet;

THENCE South 25°21' West, 140.51 feet;

THENCE South 64°40' East, 140.00 feet;

THENCE South 25°20' West, 346.30 feet;

THENCE North 64°40' West, 443.07 feet;

Section 33: All;  
Section 34: All;

Continued on next page

-7-

Order No. 03012789

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

PARCEL 13:

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

Section 34: W1/2;

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

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RECEIVED

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

2003 DEC 30 PM 4:08

Steward Title Co.

JERRY G. STEWART  
CLERK OF RECORDS

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

03012789

GRANT, BARGAIN, AND SALE DEED

THIS INDENTURE, made this 21<sup>st</sup> day of December, 2003, by and between NEVADA LAND AND RESOURCE COMPANY, LLC, a Delaware limited liability company ("NLRC"), Grantor, and BIG SPRING RANCH, L.L.C., a Nevada limited liability company, as to an undivided 75% interest and **FARIBOZ SAORI, TRUSTEE** THE STAR LIVING TRUST as to an undivided 25% interest, Grantee.

WITNESSETH:

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

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

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

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

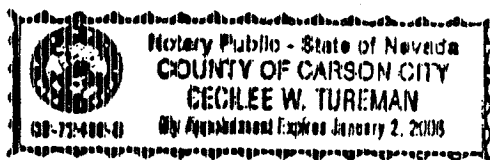
IN WITNESS WHEREOF, the Grantor has executed this conveyance the day and year first above written.

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

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

STATE OF NEVADA            )  
  ) ss.  
CARSON CITY                )

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



*Cecilee W. Tureman*  
NOTARY PUBLIC

# EXHIBIT A

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



PARCEL 14:

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

Section 5: All;

Section 7: All;

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

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

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

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

PARCEL 15:

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

Section 11: 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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**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

**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

**Exhibit 11**

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.

WFZ0427

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  
15 BY: \_\_\_\_\_  
16 John Peter Lee, Esq.  
17 Nevada Bar No. 001768  
18 Michael A. Reynolds, Esq.  
19 Nevada Bar No. 008631  
20 830 Las Vegas Boulevard South  
21 Las Vegas, Nevada 89101  
22 Ph: (702) 382-4044/Fax: (702) 383-9950  
23 Attorneys for Plaintiffs  
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  
6

7 DISTRICT COURT

8 CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDIAN JAZI,

10 Plaintiff,

11 v.

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

16 Defendants.  
17

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

19 Counterclaimants,

20 v.  
21

22 GHOLAMREZ ZANDIAN JAZI,

23 Counterdefendant.  
24

25 WENDOVER PROJECT, LLC,

26 Counterclaimant,

27 v.  
28

GHOLAMREZ ZANDIAN JAZI,

Counterdefendant.

CASE NO.: A511131  
DEPT. NO.: XIII

RELEASE OF LIS PENDENS

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

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

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

1334.022860-JLR

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

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

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

JOHN PETER LEE, LTD.

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

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

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

7 DISTRICT COURT  
8 CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDIAN JAZI,  
10 Plaintiff,  
11 v.  
12 RAY KOROGHLI, individually, FARIBORZ FRED  
13 SADRI, individually, and as Trustee of the Star  
14 Living Trust, WENDOVER PROJECT, LLC, a  
15 Nevada limited liability company; BIG SPRING  
16 RANCH, LLC, a Nevada limited liability company,  
17 and NEVADA LAND AND WATER  
18 RESOURCES, LLC, a Nevada limited liability  
19 company,  
20 Defendants.

CASE NO.: A511131  
DEPT. NO.: XIII

RELEASE OF LIS PENDENS

18 RAY KOROGHLI, individually and FARIBORZ  
19 FRED SADRI, individually,  
20 Counterclaimants,  
21 v.  
22 GHOLAMREZ ZANDIAN JAZI,  
23 Counterdefendant.

DATE: N/A  
TIME: N/A

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

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

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

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

**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.*

Nevada Secretary of State Resignation of Officer 2003  
 Revised on: 02/03/05



**Exhibit 13**



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

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

ABOVE SPACE IS FOR OFFICE USE ONLY

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

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

GHOLAMREZA ZANDIAN JAZI  
 (Name)

Manager  
 (Title(s))

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

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

(File Number)

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

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

*This form must be accompanied by appropriate fees.*

Nevada Secretary of State Resignation of Officer 2993  
 Revised 01/02/03/05

**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.*

Nevada Secretary of State Resignation of Officer 2003  
 Revised on: 02/03/06

**Exhibit 15**

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

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

7 DISTRICT COURT  
8 CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDIAN JAZI,

10 Plaintiff,

11 v.

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

16 Defendants.  
17

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

19 Counterclaimants,  
20

21 v.

22 GHOLAMREZ ZANDIAN JAZI,

23 Counterdefendant.  
24

25 WENDOVER PROJECT, LLC,

26 Counterclaimant,  
27

28 v.

GHOLAMREZ ZANDIAN JAZI,

Counterdefendant.

CASE NO.: A511131  
DEPT. NO.: XIII

RECEIPT

DATE: N/A  
TIME: N/A

WFZ0442

**JOHN PETER LEE, LTD.**  
ATTORNEYS AT LAW  
830 LAS VEGAS BOULEVARD SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
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GHOLAMREZ ZANDIAN JAZI,  
Counterclaimant,  
v.  
WENDOVER PROJECT, LLC,  
Counterdefendant,

1334.022860-JLR

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

JOHN PETER LEE, LTD.

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

## MUTUAL RELEASE OF CLAIMS

This Mutual Release of Claims is made this \_\_\_\_\_ day of \_\_\_\_\_, 2006 by and between GHOLAMREZA ZANDIAN JAZI ("Zandian"), Ray Koroghi ("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: \_\_\_\_\_

**Exhibit 16**

**EXHIBIT FOUR**

WFZ0450

# ORIGINAL



## In the Supreme Court of the State of Nevada

**INDICATE FULL CAPTION:**

RAY KOROGHLI, individually, FARIBORZ  
 FRED SADRI, individually, and as Trustee  
 of the Star Living Trust, WENDOVER  
 PROJECT, LLC, a Nevada Appellant(s),  
 limited liability company, BIG SPRING  
 RANCH, LLC, a Nevada Limited liability  
 company, and NEVADA LAND AND WATER  
 RESOURCES, LLC, a Nevada limited  
 liability company Respondent(s).

vs.

GHOLAMREZA ZANDIAN JAZI  
 Cross-Appellant(s).

vs.

Cross-Respondent(s).

No. 49924

### DOCKETING STATEMENT CIVIL APPEALS

# FILED

AUG 10 2007

JANETTE M. BLOOM  
 CLERK OF SUPREME COURT  
 BY: *[Signature]*  
 DEPUTY CLERK

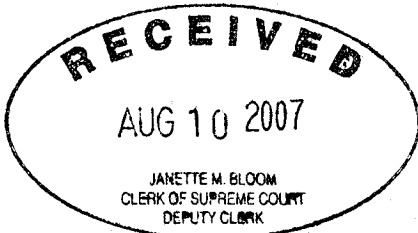
### GENERAL INFORMATION

All appellants not in proper person must complete this docketing statement. NRAP 14(a). The purpose of the docketing statement is to assist the Supreme Court in screening jurisdiction, classifying cases for en banc, panel, or expedited treatment, compiling statistical information and identifying parties and their counsel.

### WARNING

This statement must be completed fully, accurately and on time. NRAP 14(c). The Supreme Court may impose sanctions on counsel or appellant if it appears that the information provided is incomplete or inaccurate. *Id.* Failure to attach documents as requested in this statement, completely fill out the statement, or to fail to file it in a timely manner, will constitute grounds for the imposition of sanctions, including a fine and/or dismissal of the appeal.

This court has noted that when attorneys do not take seriously their obligations under NRAP 14 to complete the docketing statement properly and conscientiously, they waste the valuable judicial resources of this court, making the imposition of sanctions appropriate. See *KDI Sylvan Pools v. Workman*, 107 Nev. 340, 344, 810 P.2d 1217, 1220 (1991). Please use tab dividers to separate any attached documents.



1. Judicial District Eighth Department XI County Clark  
Judge Honorable Elizabeth Gonzalez District Ct. Docket No. A511131

2. Attorney filing this docket statement:

Attorney Steven L. Day/James R. Nance Telephone 702-309-3333  
Firm Cohen, Johnson & Day  
Address 1060 Wigwam Parkway, Henderson, Nevada 89074

Client(s) Ray Koroghli, Fariborz Fred Sadri, Wendover Project, LLC, Big Spring

Ranch, LLC and Nevada Land and Water Resources, LLC  
If this is a joint statement completed on behalf of multiple appellants, add the names and addresses of other counsel and the names of their clients on an additional sheet accompanied by a certification that they concur in the filing of this statement.

3. Attorney(s) representing respondent(s):

Attorney John Peter Lee Telephone 702-382-4044  
Firm John Peter Lee, Ltd.  
Address 830 Las Vegas Blvd., Las Vegas, Nevada 89101

Client(s) Gholamreza Zandian Jazi

Attorney \_\_\_\_\_ Telephone \_\_\_\_\_  
Firm \_\_\_\_\_  
Address \_\_\_\_\_

Client(s) \_\_\_\_\_

(List additional counsel on separate sheet if necessary)

4. Nature of disposition below (check all that apply):

- |  |  |
|--|--|
| <input type="checkbox"/> Judgment after bench trial  | <input type="checkbox"/> Grant/Denial of NRCP 60(b) relief   |
| <input type="checkbox"/> Judgment after jury verdict | <input type="checkbox"/> Grant/Denial of injunction  |
| <input type="checkbox"/> Summary judgment            | <input type="checkbox"/> Grant/Denial of declaratory relief  |
| <input type="checkbox"/> Default judgment            | <input type="checkbox"/> Review of agency determination  |
| <input type="checkbox"/> Dismissal                   | <input type="checkbox"/> Divorce decree:   |
| <input type="checkbox"/> Lack of jurisdiction        | <input type="checkbox"/> Original <input type="checkbox"/> Modification  |
| <input type="checkbox"/> Failure to state a claim    | <input checked="" type="checkbox"/> Other disposition (specify) <u>Judgement confirming arbitration award.</u> |
| <input type="checkbox"/> Failure to prosecute        |  |
| <input type="checkbox"/> Other (specify) _____       |  |

5. Does this appeal raise issues concerning any of the following:

- |  |  |
|--|--|
| <input type="checkbox"/> Child custody | <input type="checkbox"/> Termination of parental rights    |
| <input type="checkbox"/> Venue         | <input type="checkbox"/> Grant/denial of injunction or TRO |
| <input type="checkbox"/> Adoption      | <input type="checkbox"/> Juvenile matters                  |

6. Pending and prior proceedings in this court. List the case name and docket number of all appeals or original proceedings presently or previously pending before this court which are related to this appeal: None.



7. **Pending and prior proceedings in other courts.** List the case name, number and court of all pending and prior proceedings in other courts which are related to this appeal (e.g., bankruptcy, consolidated or bifurcated proceedings) and their dates of disposition: None.

8. **Nature of the action.** Briefly describe the nature of the action, including a list of the causes of action pleaded, and the result below: This cases arises out of a dispute over real property interests including interests in several Nevada LLCs

9. **Issues on appeal.** State concisely the principal issue(s) in this appeal: Whether the district court committed error in granting judgment on an arbitration award in a case that was not arbitrated. Whether the district committed error in not amending the judgment and not ordering a new trial/arbitration hearing.

10. **Pending proceedings in this court raising the same or similar issues.** If you are aware of any proceeding presently pending before this court which raises the same or similar issues raised in this appeal, list the case name and docket number and identify the same or similar issues raised: None.

11. **Constitutional issues.** If this appeal challenges the constitutionality of a statute, and the state, any state agency, or any officer or employee thereof is not a party to this appeal, have you notified the clerk of this court and the attorney general in accordance with NRAP 44 and NRS 30.130?

N/A  Yes.....No.....

If not, explain.....

12. **Other issues.** Does this appeal involve any of the following issues?

- Reversal of well-settled Nevada precedent (on an attachment, identify the case(s))
- An issue arising under the United States and/or Nevada Constitutions
- A substantial issue of first-impression
- An issue of public policy
- An issue where en banc consideration is necessary to maintain uniformity of this court's decisions
- A ballot question

If so, explain.....

13. **Trial.** If this action proceeded to trial, how many days did the trial last? N/A

Was it a bench or jury trial? .....

14. **Judicial disqualification.** Do you intend to file a motion to disqualify or have a justice recuse him/herself from participation in this appeal. If so, which Justice? Not presently.

**TIMELINESS OF NOTICE OF APPEAL**

15. Date of entry of written judgment or order appealed from 6/8/07 and 7/20/07. Attach a copy. If more than one judgment or order is appealed from, attach copies of each judgment or order from which an appeal is taken.

(a) If no written judgment or order was filed in the district court, explain the basis for seeking appellate review:

.....  
.....

16. Date written notice of entry of judgment or order served 6/8/07. Attach a copy, including proof of service, for each order or judgment appealed from.

(a) Was service by delivery  or by mail..... (specify).

17. If the time for filing the notice of appeal was tolled by a post-judgment motion (NRCP 50(b), 52(b), or 59),

(a) Specify the type of motion, and the date and method of service of the motion, and date of filing.

NRCP 50(b)..... Date served..... By delivery..... or by mail..... Date of filing.....  
NRCP 52(b)..... Date served..... By delivery..... or by mail..... Date of filing.....  
NRCP 59..... Date served 6/15/07 By delivery  or by mail..... Date of filing 6/15/07

**Attach copies of all post-trial tolling motions.**

**NOTE: Motions made pursuant to NRCP 60 or motions for rehearing or reconsideration do not toll the time for filing a notice of appeal.**

(b) Date of entry of written order resolving tolling motion 7/20/07. Attach a copy.

(c) Date written notice of entry of order resolving motion served 7/20/07. Attach a copy, including proof of service.

(i) Was service by delivery..... or by mail  (specify).

18. Date notice of appeal was filed 7/26/07.

(a) If more than one party has appealed from the judgment or order, list date each notice of appeal was filed and identify by name the party filing the notice of appeal:

19. Specify statute or rule governing the time limit for filing the notice of appeal, e.g., NRAP 4(a), NRS 155.190, or other NRAP 4(a)(4)

**SUBSTANTIVE APPEALABILITY**

20. Specify the statute or other authority granting this court jurisdiction to review the judgment or order appealed from:

NRAP 3A(b)(1)  NRS 155.190 (specify subsection) \_\_\_\_\_  
NRAP 3A(b)(2)  NRS 38.205 (specify subsection) \_\_\_\_\_  
NRAP 3A(b)(3) \_\_\_\_\_ NRS 703.376 \_\_\_\_\_  
Other (specify) NRS 38.247(1)(f) \_\_\_\_\_

Explain how each authority provides a basis for appeal from the judgment or order:

Appellants are appealing from entry of judgment on an alleged arbitration award and from the court's refusal to amend the judgment and grant a new trial/arbitration hearing.

**COMPLETE THE FOLLOWING SECTION ONLY IF MORE THAN ONE CLAIM FOR RELIEF WAS PRESENTED IN THE ACTION (WHETHER AS A CLAIM, COUNTERCLAIM, CROSS-CLAIM, OR THIRD-PARTY CLAIM) OR IF MULTIPLE PARTIES WERE INVOLVED IN THE ACTION. Attach separate sheets as necessary.**

21. List all parties involved in the action in the district court: Gholamreza Zandian Jazi, Ray Koroghli, Fariborz Fred Sadri, Wendover Project, LLC, Big Spring Ranch, LLC, Nevada Land and Water Resources, LLC.

(a) If all parties in the district court are not parties to this appeal, explain in detail why those parties are not involved in this appeal, e.g., formally dismissed, not served, or other:

22. Give a brief description (3 to 5 words) of each party's separate claims, counterclaims, cross-claims or third-party claims, and the trial court's disposition of each claim, and how each claim was resolved (i.e., order, judgment, stipulation), and the date of disposition of each claim. Attach a copy of each disposition. Respondent and the individual appellants claim interest in three separate properties in Nevada as owners or through membership in a LLC. The parties dispute each others' respective interest. The district court entered judgment on preliminary negotiations through an attempted mediator.

23. Attach copies of the last-filed version of all complaints, counterclaims, and/or cross-claims filed in the district court.

24. Did the judgment or order appealed from adjudicate ALL the claims alleged below and the rights and liabilities of ALL the parties to the action below:

Yes X No

25. If you answered "No" to the immediately previous question, complete the following:

(a) Specify the claims remaining pending below:

(b) Specify the parties remaining below:

(c) Did the district court certify the judgment or order appealed from as a final judgment pursuant to NRCP 54(b):

Yes No If "Yes," attach a copy of the certification or order, including any notice of entry and proof of service.

(d) Did the district court make an express determination, pursuant to NRCP 54(b), that there is no just reason for delay and an express direction for the entry of judgment:

Yes No

26. If you answered "No" to any part of question 25, explain the basis for seeking appellate review (e.g., order is independently appealable under NRAP 3A(b)):

VERIFICATION

I declare under penalty of perjury that I have read this docketing statement, that the information provided in this docketing statement is true and complete to the best of my knowledge, information and belief, and that I have attached all required documents to this docketing statement.

Ray Koroghli, Fariborz Fred Sadri Wendover Project, LLC, Big Spring Ranch, LLC, Nevada Land and Water Resources, LLC

Name of appellant

August 8, 2007

Date

Nevada, Clark County

State and county where signed

Steven L. Day/James R. Nance

Name of counsel of record

James R. Nance

Signature of counsel of record

**CERTIFICATE OF SERVICE**

I certify that on the 9th day of August, I served a copy of this completed docketing statement upon all counsel of record:

By personally serving it upon him/her; or

By mailing it by first class mail with sufficient postage prepaid to the following address(es):

John Peter Lee, Esq.  
JOHN PETER LEE, LTD.  
830 Las Vegas Blvd. South  
Las Vegas, NV 89101

Dated this 9th day of August

  
Signature

**Table of Exhibits**

Exhibit Number	Question	Document
1	15-16	NOTICE OF ENTRY OF JUDGMENT CONFIRMING ARBITRATION AWARD
2	17(a)	MOTION TO AMEND OR ALTER JUDGMENT PURSUANT TO NRCP 59(e), OR IN THE ALTERNATIVE, MOTION FOR A NEW TRIAL PURSUANT TO NRCP 59(a)
3	15 & 17(b)-(c)	NOTICE OF ENTRY OF ORDER ON POST JUDGMENT ORDERS
4	23	FIRST AMENDED COMPLAINT
5	23	DEFENDANTS' RAY KOROGHLI AND FARIBORZ SADRI'S ANSWER AND COUNTERCLAIM
6	23	ANSWER OF WENDOVER PROJECT, LLC, BIG SPRING RANCH, LLC AND NEVADA LAND AND WATER RESOURCES, LLC TO PLAINTIFF'S COMPLAINT
7	23	REPLY TO COUNTERCLAIM OF WENDOVER PROJECT, LLC AND COUNTERCLAIM AGAINST WENDOVER PROJECT, LLC
8	23	REPLY OF WENDOVER PROJECT, LLC TO PLAINTIFF'S COUNTERCLAIM TO COUNTERCLAIM

ORIGINAL

17

1 NOEJ  
 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

FILED

JUN 8 4 27 PM '07

*Chaf*  
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,

NOTICE OF ENTRY OF  
JUDGMENT CONFIRMING  
ARBITRATION AWARD

16 Defendants.

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

19 Counterclaimants,

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

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

CLERK OF THE COURT

JUN 8 2007

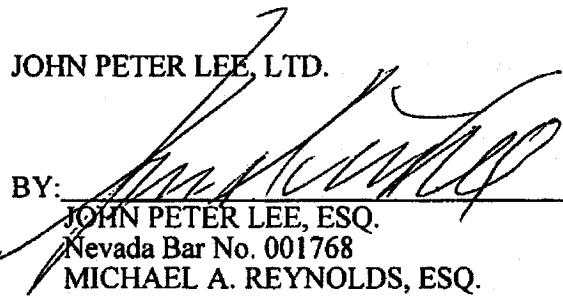
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1 GHOLAMREZ ZANDIAN JAZI,  
2 Counterclaimant,  
3 v.  
4 WENDOVER PROJECT, LLC,  
5 Counterdefendant,

6 1334.022860-JLR

7 PLEASE TAKE NOTICE that an JUDGMENT CONFIRMING ARBITRATION was filed  
8 in the above matter on the 8th day of June, 2007. A copy of said JUDGMENT is attached hereto.  
9 DATED this 8th day of June, 2007.

10 JOHN PETER LEE, LTD.

11  
12 BY: 

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

22  
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24  
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ATTORNEYS AT LAW

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LAS VEGAS, NEVADA 89101

Telephone (702) 382-4044

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

FILED

JUN 8 10 50 AM '07

*Chaf*  
CLERK OF THE COURT

7 DISTRICT COURT

8 CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDIAN JAZI, )

CASE NO.: A5H1131  
DEPT. NO.: XI

10 Plaintiff, )

11 v. )

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

16 Defendants. )

**JUDGMENT CONFIRMING**  
**ARBITRATION AWARD**

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

19 Counterclaimants, )

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

20 v. )

21 GHOLAMREZA ZANDIAN JAZI, )

22 Counterdefendant. )

23  
24 WENDOVER PROJECT, LLC, )

25 Counterclaimant, )

26 v. )

27 GHOLAMREZA ZANDIAN JAZI, )

28 Counterdefendant. )

**JOHN PETER LEE, LTD.**

ATTORNEYS AT LAW

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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.

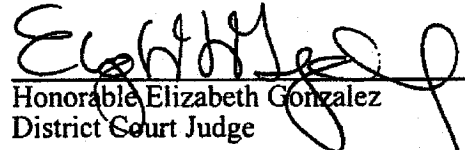
23 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all relief granted in the  
24 Implementation Award dated the 29th day of November, 2006, a copy of which is attached hereto  
25 as Exhibit "3" is granted by this Court.

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.

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

Dated this 7 day of June, 2007.

  
Honorable Elizabeth Gonzalez  
District Court Judge

SUBMITTED BY:

JOHN PETER LEE, LTD.

BY: 

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

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RECEIVED  
SEP 22 2006  
JOHN PETER LEE, LTD.

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

DISTRICT COURT

CLARK COUNTY, NEVADA

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

ARBITRATION DECISION

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

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

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SPECIAL MASTER  
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LAS VEGAS, NEVADA 89102  
PHONE (702) 457-5267  
EMAIL fhaile@floydahale.com

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

1 Zandian Jazi, free and clear of all encumbrances, including the promissory note secured by Deed  
2 of Trust issued for the benefit of Fariborz Fred Sadri; any obligation owed to Jeff Codega, related  
3 to work that was performed as to the Pah Rah real estate will be the obligation of Gholamreza  
4 Zandian Jazi;  
5

6 2. The 320 acres referenced in the briefs and this lawsuit will be transferred free and clear  
7 to Gholamreza Zandian Jazi without any obligation to the other litigants or parties to this  
8 Arbitration or to any other party who may profess to have an interest in the 320 acres that are  
9 bound by this lawsuit and Arbitration;  
10

11 3. Fariborz Fred Sadri and Ray Koroghli will, within 30 days from the service of this  
12 Arbitration Decision, pay Gholamreza Zandian Jazi \$250,000.00 in return for Gholamreza  
13 Zandian Jazi waiving any claims or any rights as to the Big Springs Ranch, LLC or any of its  
14 assets;  
15

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

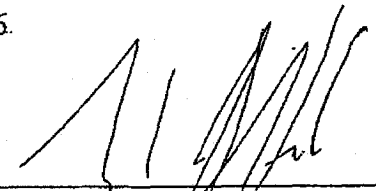
18 5. All of the entities and properties that are the subject of this Arbitration and lawsuit,  
19 including Pah Rah, LLC, the owners of the 300 acres referenced above, the Big Springs Ranch,  
20 LLC, and the Wendover purchase or Wendover Project, LLC, referenced in this lawsuit and  
21 Arbitration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

24 6. That the parties, through counsel, will prepare all necessary documents to effect the  
25 transfers of the real estate assets and LLC entities and the parties to this lawsuit and Arbitration  
26 will execute all necessary documents to effect this Arbitration Order, including a mutual Release  
27 to be executed by all parties.  
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7. That each party pay their own fees and costs incurred herein.

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

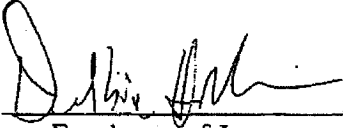
By:   
FLOYD HALE, Arbitrator  
2300 West Sahara Avenue, #900  
Las Vegas, NV 89102

CERTIFICATE OF FACSIMILE AND MAIL

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

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

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

By:   
Employee of Jams

FLOYD A. HALE  
SPECIAL MASTER  
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PHONE (702) 457-5267  
WE. SUITE 900  
LAS VEGAS, NV 89102  
EMAIL: fhaale@floydahale.com





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1 ARB  
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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, ) Case No. A511131  
13 ) Dept. No. XII  
14 Plaintiff, )  
15 )  
16 vs. )  
17 )  
18 RAY KOROGHLI, individually, )  
19 FABIRORZ FRED SADRI, individually, )  
20 and as Trustee of the Star Living Trust, )  
21 WENDOVER PROJECT, LLC, a Nevada )  
22 limited liability company; BIG SPRING )  
23 RANCH, LLC, a Nevada limited liability )  
24 company, and NEVADA LAND AND )  
25 WATER RESOURCES, LLC, a Nevada )  
26 limited liability company, )  
27 )  
28 Defendants. )

29 ARBITRATION DECISION

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

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

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

7 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 11<sup>th</sup> day of October, 2006.

14 By: 

15 FLOYD A. HALE  
16 2300 W. Sahara, #900  
17 Las Vegas, NV 89102  
18 Arbitrator

19 CERTIFICATE OF FACSIMILE

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

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

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

27 By: 

28 Employee of James

FLOYD A. HALE  
SPEC MASTER  
2300 W. SAHARA, SUITE 500  
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PHONE (702) 457-6267 FAX: fha@fahale.com



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

RECEIVED  
NOV 30 2006  
JOHN PETER LEE, LTD.

DISTRICT COURT

CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDIAN JAZI,

CASE NO.: A511131  
DEPT. NO.: XIII

10 Plaintiff,

11 v.

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

BEFORE ARBITRATOR  
FLOYD A. HALE

20 Defendants.

IMPLEMENTATION AWARD

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

20 Counterclaimants,

21 v.

22 GHOLAMREZA ZANDIAN JAZI,

23 Counterdefendant.

24 WENDOVER PROJECT, LLC,

25 Counterclaimant,

26 v.

27 GHOLAMREZA ZANDIAN JAZI,

28 Counterdefendant.

**JOHN PETER LEE, LTD.**  
ATTORNEY AT LAW  
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1 GHOLAMREZA ZANDIAN JAZI,  
2 Counterclaimant,  
3 v.  
4 WENDOVER PROJECT, LLC,  
5 Counterdefendant.

6 1334.022860-sy

7 **IMPLEMENTATION AWARD**

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

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

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

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

JOHN PETER LEE, LTD.

ATTORNEYS AT LAW

830 LAS VEGAS BLVD. SOUTH

LAS VEGAS, NEVADA 89101

Telephone (702) 382-4044

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

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

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


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

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

  
\_\_\_\_\_  
FLOYD A. HALE, ARBITRATOR

Respectfully submitted

JOHN PETER LEE, LTD.

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

CERTIFICATE OF FACSIMILE AND MAILING

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

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

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

By: 

Employee of Jams





APN: 076-100-19

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

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

320 acre parcel

### QUITCLAIM DEED

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WASHOE COUNTY QUICK INFO (Summary data may not be complete representation of property) 10/18/2006

Owner Information & Legal Description				Building Information			
APN	076-100-19			Property Name:			
<a href="#">Parcel Map</a>   <a href="#">Map Warehouse</a>				Quality		Bldg Type	
Card	1 of 1			Stories		Square Feet	0
Situs	SPANISH SPRINGS RD			Year Built	0	Square Feet does not include Bsmt or Garage Conversion area click for details	
Owner 1	BIG SPRING RANCH LLC			W.A.Y.	0		
Mail 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	Obso/Bldg Adj	0	Units/Parcel	0
			SPC	Construction Mod	0	Last Permit	
Tax Dist	4400	Add'l Tax Info	Prior APN	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				
			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

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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APN: 076-100-19

WHEN RECORDED, RETURN TO

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

GRANTEE/MAIL TAX STATEMENTS TO:

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

320 acre parcel

**GRANT, BARGAIN AND SALE DEED**

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

**WITNESSETH**

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

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

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

SUBJECT TO rights, reservations and restrictions of record.

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

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

BIG SPRING RANCH, LLC

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

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

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

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

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

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

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

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



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

WASHOE COUNTY QUICK INFO (Summary data may not be complete representation of property)				10/18/2006	
<b>Owner Information &amp; Legal Description</b>			<b>Building Information</b>		
APN 076-100-19			Property Name:		
<a href="#">Parcel Map</a>   <a href="#">Map Warehouse</a>			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
Mail Address	P O BOX 81624		Bedrooms	0	
	LAS VEGAS NV 89180-1624		Full Baths	0	Finished Bsmt 0
Owner 2			Half Baths	0	Unfin Bsmt 0
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 0
Prior Doc	02623847 11/30/2001		Sec Heat Type		Gar Type
Legal Desc	34-1-1-2		Ext Walls		Det Garage 0
Subdivision	34-1-1-2		Sec Ext Walls		Bsmt Gar Door 0
	Lot	Block	Sub Map#	Roof Cover	Sub Floor
				%Incomplete	0
	Record of Survey Map		Parcel Map#	Obso/Bldg Adj	0
	Section 34	Township 21	Range 21	Construction Mod	0
					Units/Parcel 0
Tax Dist	4400	Add'l Tax Info	Prior APN	Last Activity	CEM 04/08/1996
					Last Permit

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

Valuation Information			2005/2006 FV	2006/2007 FV	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	LANDON,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

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Total Assessed	27,406	30,421	
Supplemental New Const	0	0	

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APN: 076-100-19

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Las Vegas, Nevada 89101

320 acre parcel

**QUITCLAIM DEED**

By this instrument dated this \_\_\_\_ day of \_\_\_\_\_, 2006, for a valuable consideration,  
Big Spring Ranch, LLC does hereby remise, release and forever quitclaim to Gholamreza Zandian  
Jazi, the following described real property in the State of Nevada, County of Washoe:

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

BIG SPRING RANCH, LLC

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

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

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

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

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

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

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<b>Parcel Map   Map Warehouse</b>			Quality		Bldg Type
Card 1 of 1			Stories		
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Mail Address	P O BOX 81624		Bedrooms	0	
	LAS VEGAS NV 89180-1624		Full Baths	0	Finished Bsmt 0
Owner 2			Half Baths	0	Unfin Bsmt 0
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Prior Doc	02623847 11/30/2001		Sec Heat Type		Total Gar Area 0
Legal Desc	34-1-1-2		Ext Walls		Gar Type
Subdivision	34-1-1-2		Sec Ext Walls		Det Garage 0
	Lot	Block	Sub Map#	Roof Cover	Bsmt Gar Door 0
				%Incomplete	0
	Record of Survey Map		Parcel Map#	Obso/Bldg Adj	0
	Section 34	Township 21	Range 21	Construction Mod	0
			SPC	Last Activity	CEM 04/08/1996
Tax Dist	4400	Add'l Tax Info	Prior APN		Last Permit

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Supplemental New Const	0	0	

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

RPTT \$1,500.00 130277-TX

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

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

2827 S. MONTE CRISTO  
LAS VEGAS, NV 89117

MAIL FAX STATEMENT TO ABOVE

25269-DAR

00130277

GRANT, BARGAIN AND SALE DEED



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

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

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

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

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

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

100700

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.

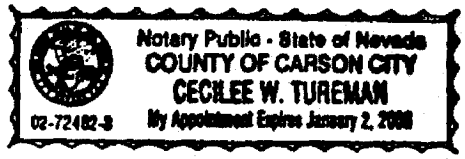
NEVADA LAND AND RESOURCE COMPANY, LLC, A  
DELAWARE LIMITED LIABILITY COMPANY

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.

*Cecily W. Tureman*  
Notary Public



100701



**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



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

**PARCEL C:**

A.P.N. 079-150-13

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

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

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

**PARCEL D:**

A.P.N. 084-040-02

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

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

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



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

**PARCEL E:**

A.P.N. 084-040-04

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

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

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

**PARCEL F:**

A.P.N. 084-040-06

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

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

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



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

**PARCEL G:**

A.P.N. 084-040-10

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

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

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

**PARCEL H:**

A.P.N. 084-130-07

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

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

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





2988592  
08/06/2003  
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any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL I:**

A.P.N. 084-140-17

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

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

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



**REQUEST FOR FULL RECONVEYANCE**

TO: Western Title Company, Inc., Trustee

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

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

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

STAR LIVING TRUST

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

Pah Rah parcel

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

084-140-17

DOC # 2900594

08/06/2003 03:46P Fee:48.00

BK1

Requested By

WESTERN TITLE COMPANY INC

Washoe County Recorder

Kathryn L. Burke - Recorder

Pg 1 of 10 RPTT 0.00

RECORDING REQUESTED BY:  
Western Title Company, Inc.

WHEN RECORDED MAIL TO:



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

(SPACE ABOVE THIS LINE FOR RECORDERS USE)

**DEED OF TRUST WITH ASSIGNMENT OF RENTS**

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

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

SEE ATTACHED FOR LEGAL DESCRIPTION

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

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

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

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

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



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

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

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



2900594  
08/06/2003  
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The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at this address herein before set forth.

STATE OF NEVADA

COUNTY OF CLARK

} ss

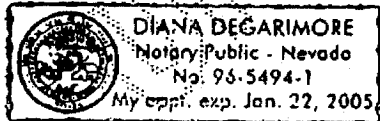
This instrument was acknowledged before me on

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

by REZA ZANDIAN

REZA ZANDIAN

*Diana DeGarimore*  
Notary Public



UNRECORDED COPY



**DO NOT RECORD**

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

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

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

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

**B. IT IS MUTUALLY AGREED**

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

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

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

After deducting all costs, fees and expenses of Trustee, including a reasonable fee for the attorney of Trustee, and of this trust, including cost of 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.



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





**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



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.

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**PARCEL F:**

A.P.N. 084-040-06

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

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

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



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

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

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

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

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

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

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

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

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



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

**PARCEL I:**

A.P.N. 084-140-17

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

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

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



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

512362  
FEE 44 FILED  
REQUEST OF

2003 DEC 30 PM 4:09

Stewart Title Co.  
JERRY D. MACFARLAND  
CLERK OF RECORDER

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

0301167

A.P.N. Nos.: 010-510-001; 010-520-001; 010-730-001; 010-740-08G; 010-740-110;  
010-740-111; 010-740-113; 010-740-202

GRANT, BARGAIN, AND SALE DEED

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

WITNESSETH:

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

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

3 72539

100760



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

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

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

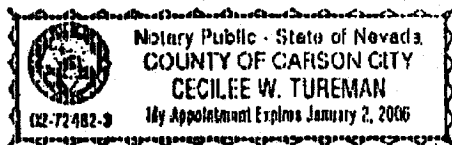
Big Springs Land & Resource Company,  
a Nevada limited liability company

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

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

STATE OF NEVADA        )  
                                  : ss.  
CARSON CITY            )

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



*Cecilee W. Tureman*  
NOTARY PUBLIC

Exhibit "A"  
Big Mjs Birch Woodover Property Legal Descriptions

TWP	RNG	SEC	ALLOTMENT PARTS	ACREAGE
32N	69E	01	Lots 1-3, S/2 N/2, S/2	600.34
32N	69E	02	S/2 N/2, S/2	480.00
32N	70E	05	Lots 4, 6, 7, 10, 12, 13, SW/4 NW/4	164.62
33N	69E	01	S/2	320.00
33N	69E	12	AB	640.00
33N	69E	25	AB	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
33W	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	100.00
33N	70E	19	AB	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	436.60
33N	70E	20	Lots 8, 9 and S/2 SW/4 SW/4 NE/4	73.00
33N	70E	21	Lot 2	13.21
33N	70E	29	Lots 3, 5, 6, NW/4 NW/4	73.10
33N	70E	29	Lot 2	16.00
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		Plat of 9 and 10 (Parcel 2 of recorded parcel map #483646)	4.20
33N	70E		Plat of 9 and 10 (Parcel 1 of recorded parcel map #483646)	3.07
33N	70E		Plat of 9, 10 and 16 (Parcel 4 of recorded parcel map #483646)	65.31

\* These parcels cover more than one section

6,457.24

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WFZ0518

Exhibit "A"  
Big Springs Ranch Werdover Property Legal Descriptions

TWN	RNG	SEC	ALICR/OT PARTS	ACREAGE
32N	69E	01	Lots 1-3, S/2 N/2, S/2	600.34
32N	69E	02	S/2 N/2, S/2	480.00
32N	70E	05	Lots 4, 6, 7, 10, 12, 13, SW/4 NW/4	164.72
32N	69E	01	S/2	320.00
32N	69E	12	All	640.00
32N	69E	25	All	640.00
32N	69E	35	N/2, N/2 S/2	480.00
32N	69E	36	N/2, N/2 SW/4, SE/4, SE/4 SW/4	600.00
32N	70E	04	Lots 3-5, 9 and 11	35.00
32N	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	46.21
32N	70E	17	S/2 S/2	160.00
32N	70E	19	All	540.00
32N	70E	20	Lots 7, 8, 11, NW/4 NE/4, N/2 SW/4 NE/4, SE/4 SW/4 NE/4, N/2 SW/4 SW/4 NE/4, NW/4, N/2 SW/4, SW/4 SW/4	416.61
32N	70E	20	Lots 8, 9 and S/2 SW/4 SW/4 NE/4	73.01
32N	70E	21	Lot 2	13.21
32N	70E	29	Lots 3, 5, 8, NW/4 NW/4	73.16
32N	70E	29	Lot 2	16.01
32N	70E	30	Lots 2, 3 NE/4, W/2, W/2 SE/4	612.56
32N	70E	31	Lots 2, 4, 5, 8, 10, 11, NW/4, W/2 SW/4	372.01
32N	70E	-	Pins of 9 and 10 (Parcel 7 of recorded parcel map #485646)	4.21
32N	70E	-	Pins of 9 and 10 (Parcel 1 of recorded parcel map #485646)	3.87
32N	70E	-	Pins of 9, 10 and 16 (Parcel 4 of recorded parcel map #485646)	65.31

\* These parcels cover more than one section

6,457.24

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100763

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-

SCHEDULE A  
CLTA PRELIMINARY REPORT  
(12/92)

3 72543  
STEWART TITLE  
Guaranty Company

100764

WFZ0520

Order No. 03011167

File Number 485646.

PARCEL 2:

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

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

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

PARCEL 3:

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

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

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



ASSIGNMENT OF INTEREST IN WENDOVER PROJECT, LLC

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

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

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

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





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

WHEN RECORDED, RETURN TO

GRANTEE/MAIL TAX STATEMENTS TO:

Big Spring Ranch Parcel

**QUITCLAIM DEED**

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

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

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

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

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

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

6 512358  
FEE \$50 FILE #  
PROPERTY OF

2003 DEC 30 PM 4:08

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

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

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

WITNESSETH:

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

3 72491

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WFZ0526

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

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

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

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

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

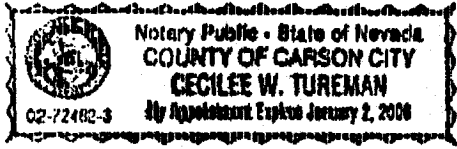
By: *Dorothy A. Timian-Palmer*  
DOROTHY A. TIMIAN-PALMER  
Chief Operating Officer/Director

STATE OF NEVADA        )  
                                  : ss.  
CARSON CITY            )

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

*Cecile W. Tureman*

NOTARY PUBLIC



# EXHIBIT A

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

3 72494

100769

WFZ0529

**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 R/W	569.77
Elko	009-550-001	36N	66E	13	All	640.00
Elko	009-550-001	36N	66E	15	All	640.00
Elko	009-550-001	36N	66E	21	E/2	320.00
Elko	009-550-001	36N	66E	22	W/2 NW/4, S/2	400.00
Elko	009-550-001	36N	66E	23	All	640.00
Elko	009-550-001	36N	66E	25	All	640.00
Elko	009-550-001	36N	66E	26	W/2 W/2	160.00
Elko	009-550-001	36N	66E	27	All	640.00
Elko	009-550-001	36N	66E	28	E/2 E/2, W/2 SE/4 less 4.50 Ac to Easement in SE/4 SW/4, SW/4 SE/4	235.50
Elko	009-550-001	36N	66E	33	All	640.00
Elko	009-550-001	36N	66E	34	All	640.00
Elko	009-550-001	36N	66E	35	All	640.00
Elko	009-560-004	37N	66E	25	All less 15.22 Ac S1 R/W 30 R/W	624.78
Elko	009-560-004	37N	66E	27	SE/4 SE/4	40.00
Elko	009-560-004	37N	66E	35	All	625.34
Elko	009-570-011	38N	66E	23	Pin 200' south of the CPRR centerline	568.06
Elko	009-570-011	38N	66E	25	Pin 200' south of the CPRR centerline except 6.44 Ac in N/2 for Wyo tract	591.44
Elko	010-090-001	34N	67E	1	All	638.80
Elko	010-090-001	34N	67E	3	All	638.04
Elko	010-090-001	34N	67E	9	All	640.00
Elko	010-090-001	34N	67E	11	All	640.00

County	APN #	Twn	Rng	Sec	Aliquot Parts	Acres
Elko	010-090-001	34N	67E	13	All	640.00
Elko	010-090-001	34N	67E	15	All	640.00
Elko	010-090-001	34N	67E	17	All	640.00
Elko	010-090-001	34N	67E	19	NE/4, E/2 NW/4, Lots 1 and 2 (N/2) except 4.80 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	E/2 of the E/2 W/2 west of the NWR RW	46.98
Elko	010-110-001	36N	67E	7	All except 12.70 Ac conv to Northern Nevada Railroad Co.	619.98
Elko	010-110-001	36N	67E	19	All except 12.05 Ac conv to Northern Nevada Railroad Co. except ptn conv to State of NV for Hwy	608.15
Elko	010-110-001	36N	67E	31	All except 12.14 Ac conv to Northern Nevada Railroad Co.	627.26
Elko	010-120-001	37N	67E	1	Ptn 200' south of the CPRR centerline less 12.76 Ac to SR-30 RW	589.64
Elko	010-120-001	37N	67E	5	Ptn 200' south of the CPRR centerline	604.67
Elko	010-120-001	37N	67E	9	NW/4, S/2 less 6.70 Ac conv to Northern Nevada Railroad Co. and 15.10 Ac to SR-30 RW	458.20
Elko	010-120-001	37N	67E	11	Ptn 200' south of the CPRR centerline less 11.07 Ac to SR-30 RW	611.42
Elko	010-120-001	37N	67E	17	All less 16.33 Ac to SR-30 RW	623.67
Elko	010-120-001	37N	67E	19	All	628.68
Elko	010-130-001	38N	67E	31	Ptn 200' south of the CPRR centerline	594.40
Elko	010-320-001	35N	68E	7	All except 21.28 Ac conv to Western Pacific Railroad Co. less 45.33 to I-80 RW	614.35
Elko	010-320-001	35N	68E	17	All north of the WPRR centerline, and all south of the WPRR centerline less 6.89 Ac to I-80 RW	521.98
Total Acres:						35,254.34

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100771

WFZ053

Order No.: 03012789

### LEGAL DESCRIPTION

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

PARCEL 1:

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

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

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

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

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

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

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

PARCEL 2:

Continued on next page

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SCHEDULE A  
CLTA PRELIMINARY REPORT  
(12/22)

STEWART TITLE  
Guaranty Company

100772

WFZ0532



Order No. 03012789

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

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

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

PARCEL 3:

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

Section 7: All;

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

Section 17: All that portion lying northerly of a line parallel with and one hundred (100) feet northerly of the center center line of Western Pacific Railway Company's railroad known as Arnold "L-1" or "3%" line and all that portion lying southerly of a line parallel with and one hundred (100) feet southerly of the center line of Western Pacific Railway Company's railroad known as "R-2" or "4%" line, which railroad rights of way were conveyed to Western Pacific Railway Company by Deed No. 126-F, dated November 27, 1908, and recorded February 19, 1909 in Book 31, Page 71, and Deed No. 188-F, dated June 30, 1910, and recorded September 10, 1910 in Book 32, Page 319, Deed Records, Elko County, Nevada.

Continued on next page

-2-

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WFZ0533

Order No. 03012789

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

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

PARCEL 4:

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

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

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

PARCEL 5:

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

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

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

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

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WFZ0534

Order No. 03012789

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

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

PARCEL 6:

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

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

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

Section 9: NW1/4; S1/2;

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

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

Section 17: All;

Section 19: All;

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

Continued on next page

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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

-5-

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WFZ0536

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. D3012789

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

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

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

PARCEL 12:

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

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

EXCEPTING AND RESERVING THEREFROM the following described land:

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

THENCE North 25°20' East, 486.81 feet;

THENCE South 64°40' East, 303.07 feet;

THENCE South 25°21' West, 140.51 feet;

THENCE South 64°40' East, 140.00 feet;

THENCE South 25°20' West, 346.30 feet;

THENCE North 64°40' West, 443.07 feet;

Section 33: All;  
Section 34: All;

Continued on next page

-7-

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WFZ0538

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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512359  
FEE 17 FREE REQUEST

2003 DEC 30 PM 4:08

Stewart Title Co.

JERRY W. ...  
CLERK OF DISTRICT COURT

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 21<sup>st</sup> day of December, 2003, by and between NEVADA LAND AND RESOURCE COMPANY, LLC, a Delaware limited liability company ("NLRC"), Grantor, and BIG SPRING RANCH, L.L.C., a Nevada limited liability company, as to an undivided 75% interest and 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,

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

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

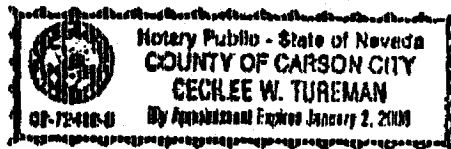
IN WITNESS WHEREOF, the Grantor has executed this conveyance the day and year first above written.

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

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

STATE OF NEVADA        )  
                                  : ss.  
CARSON CITY            )

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



*Cecile W. Tureman*  
NOTARY PUBLIC

# EXHIBIT A

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

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WFZ0542

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 20, 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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ASSIGNMENT OF INTEREST IN BIG SPRING RANCH, LLC

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

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

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

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



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

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

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

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

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





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

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

7 DISTRICT COURT

8 CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDIAN JAZI,  
10 Plaintiff,

CASE NO.: A511131  
DEPT. NO.: XIII

11 v.

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

RELEASE OF LIS PENDENS

16 Defendants.  
17

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

19 Counterclaimants,

DATE: N/A  
TIME: N/A

20 v.

21 GHOLAMREZ ZANDIAN JAZI,

22 Counterdefendant.  
23

24 WENDOVER PROJECT, LLC,

25 Counterclaimant,

26 v.

27 GHOLAMREZ ZANDIAN JAZI,

28 Counterdefendant.

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

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

6 1334.022860-JLR

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

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

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

13 JOHN PETER LEE, LTD.

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

23  
24  
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26  
27  
28

JOHN PETER LEE, LTD.  
ATTORNEYS AT LAW  
830 LAS VEGAS BOULEVARD SOUTH  
LAS VEGAS, NEVADA 89101  
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JOHN PETER LEE, LTD.  
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Nevada Bar No. 001768  
3 MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
4 830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
5 (702) 382-4044 Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant  
6

7 DISTRICT COURT

8 CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDIAN JAZI,

10 Plaintiff,

11 v.

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

16 Defendants.  
17

CASE NO.: A511131  
DEPT. NO.: XIII

RELEASE OF LIS PENDENS

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

19 Counterclaimants,  
20

21 v.

22 GHOLAMREZ ZANDIAN JAZI,

23 Counterdefendant.  
24

25 WENDOVER PROJECT, LLC,

26 Counterclaimant,  
27

28 v.

GHOLAMREZ ZANDIAN JAZI,

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

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GHOLAMREZ ZANDIAN JAZI,

Counterclaimant,

v.

WENDOVER PROJECT, LLC,

Counterdefendant,

1334.022860-JLR

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

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

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

JOHN PETER LEE, LTD.

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

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

JOHN PETER LEE, LTD.  
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LAS VEGAS, NEVADA 89101  
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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,  
16

RELEASE OF LIS PENDENS

17 Defendants.

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

20 Counterclaimants,

DATE: N/A  
TIME: N/A

21 v.

22 GHOLAMREZ ZANDIAN JAZI,  
23 Counterdefendant.

24 WENDOVER PROJECT, LLC,  
25

26 Counterclaimant,

27 v.

28 GHOLAMREZ ZANDIAN JAZI,  
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  
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

JOHN PETER LEE, LTD.  
ATTORNEYS AT LAW  
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28

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

DISTRICT COURT  
CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDIAN JAZI,  
10 Plaintiff,

CASE NO.: A511131  
DEPT. NO.: XIII

11 v.

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

RELEASE OF LIS PENDENS

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

DATE: N/A  
TIME: N/A

21 v.

22 GHOLAMREZ ZANDIAN JAZI,  
23 Counterdefendant.

24 WENDOVER PROJECT, LLC,  
25 Counterclaimant,

26 v.

27 GHOLAMREZ ZANDIAN JAZI,  
28 Counterdefendant.

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

1 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  
15 BY: \_\_\_\_\_  
16 John Peter Lee, Esq.  
17 Nevada Bar No. 001768  
18 Michael A. Reynolds, Esq.  
19 Nevada Bar No. 008631  
20 830 Las Vegas Boulevard South  
21 Las Vegas, Nevada 89101  
22 Ph: (702) 382-4044/Fax: (702) 383-9950  
23 Attorneys for Plaintiffs  
24  
25  
26  
27  
28







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

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

ABOVE SPACE IS FOR OFFICE USE ONLY

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

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

GHOLAMREZA ZANDIAN JAZI  
 (Name)

Manager  
 (Title(s))

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

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

(File Number)

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

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

*This form must be accompanied by appropriate fees.*

Nevada Secretary of State Resignation of Officer 2003  
 Revised on: 02/03/06





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

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

ABOVE SPACE IS FOR OFFICE USE ONLY

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

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

GHOLAMREZA ZANDIAN JAZI  
 (Name)

Manager  
 (Title(s))

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

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

(File Number)

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

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

*This form must be accompanied by appropriate fees.*

Nevada Secretary of State Resignation of Officer 2003  
 Revised on: 02/03/05





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.*

Nevada Secretary of State Resignation of Officer 2003  
Revised on: 02/03/06



**JOHN PETER LEE, LTD.**

ATTORNEYS AT LAW

830 LAS VEGAS BOULEVARD SOUTH

LAS VEGAS, NEVADA 89101

Telephone (702) 382-4044

Telecopier (702) 383-9950

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

7 **DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

9 GHOLAMREZA ZANDIAN JAZI, )

10 Plaintiff, )

11 v. )

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

16 Defendants. )

17 \_\_\_\_\_ )  
18 RAY KOROGHLI, individually and FARIBORZ )  
FRED SADRI, individually, )

19 Counterclaimants, )

20 v. )

21 GHOLAMREZ ZANDIAN JAZI, )

22 Counterdefendant. )

23 \_\_\_\_\_ )  
24 WENDOVER PROJECT, LLC, )

25 Counterclaimant, )

26 v. )

27 GHOLAMREZ ZANDIAN JAZI, )

28 Counterdefendant. )

CASE NO.: A511131  
DEPT. NO.: XIII

**RECEIPT**

DATE: N/A  
TIME: N/A



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

6 1334.022860-JLR

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

10 JOHN PETER LEE, LTD.

11  
12 BY: \_\_\_\_\_  
13 John Peter Lee, Esq.  
14 Nevada Bar No. 001768  
15 Michael A. Reynolds, Esq.  
16 Nevada Bar No. 008631  
17 830 Las Vegas Boulevard South  
18 Las Vegas, Nevada 89101  
19 Ph: (702) 382-4044/Fax: (702) 383-9950  
20 Attorneys for Plaintiff/Counterdefendant

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Telephone (702) 382-4044  
Telecopier (702) 383-9950

28

**MUTUAL RELEASE OF CLAIMS**

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

**RECITALS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DATED the day above first written.

---

GHOLAMREZA ZANDIAN JAZI

---

RAY KOROGHLI, individually

---

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

WENDOVER PROJECT, LLC

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

NEVADA LAND & WATER RESOURCES, LLC

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

BIG SPRING RANCH, LLC

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



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

RECEIVED  
MAR 02 2007

JOHN PETER LEE, LTD.

DISTRICT COURT

CLARK COUNTY, NEVADA

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

ARBITRATOR REPORT AND RECOMMENDATION TO  
DISTRICT COURT

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

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



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

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

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

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

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

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

FLOYD A. HALE  
SPECIALIST  
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LAS VEGAS, NEVADA 89102  
PHONE (702) 457-5257 EMAIL fhaale@floydahale.com

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

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

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

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

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

FLOYD \* HALE  
SPECII \* TER  
2300 W. SAHARA, .E. SUITE 900  
LAS VEGAS, NEVADA 89102  
PHONE (702) 457-5267 EMAIL fhaale@floydahale.com

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

2           The remaining managing members of the Wendover Project LLC are responsible for  
3 determining the appropriate allocation of the Zandian Jazi interest. If they believe that it is  
4 necessary to obtain waivers of rights of first refusal to make that allegation of interest, then it is  
5 their responsibility to do so. Before distributing Mr. Zandian Jazi's interest, the managing  
6 members of the LLC should either distribute that interest in accordance with the operating  
7 agreements or, alternatively, obtain whatever signatures that the managing members determine  
8 are necessary to make a different distribution or allocation of that interest. It would seem unfair  
9 to place this burden on the transferring party who is merely transferring his interest to the entire  
10 Wendover Project, LLC.  
11

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

22 CONCLUSION:

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

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

3  
4 Mr. Netzorg has also asked for numerous documents regarding a purported transfer of Mr.  
5 Zandian Jazi's shipyard stock. There was absolutely no evidence that any entity related to these  
6 proceedings acknowledged receipt of that stock or issued any credit related to receipt of that  
7 stock. Although that stock was discussed during the Arbitration proceedings, there was no  
8 competent evidence regarding that stock being relevant to the Arbitration proceedings.  
9

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

11  
12 By: 

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

17 CERTIFICATE OF FACSIMILE AND MAIL

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

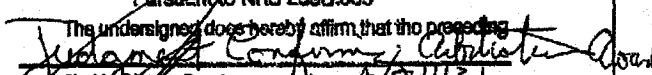
20 John Peter Lee, Esq.  
21 830 Las Vegas Boulevard South  
22 Las Vegas, NV 89101  
23 Attorneys for Plaintiffs  
24 Fax No. 383-9950

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

30 By: 

Employee of Jams

**AFFIRMATION**  
Pursuant to NRS 238B.030

The undersigned does hereby affirm that the preceding  
  
filed in District Court case number 4/5/11/31  
DOES NOT contain the social security number of any person.

Date 6/8/07

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

JOHN PETER LEE, LTD.  
ATTORNEYS AT LAW  
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**RECEIPT OF COPY**

RECEIPT OF COPY of the foregoing NOTICE OF ENTRY OF JUDGMENT  
CONFIRMING ARBITRATION AWARD is hereby acknowledged this 8th day of June, 2007.

JAMS, The Resolution Experts

By: Floyd A. Hale, Esq.  
Floyd A. Hale, Esq.  
2300 West Sahara Avenue #900  
Las Vegas, Nevada 89102

John M. Netzorg, Esq. (C. Dawson)  
John M. Netzorg, Esq.  
2810 West Charleston Boulevard #81  
Las Vegas, Nevada 89102  
Attorneys for Defendants

AFFIRMATION  
Pursuant to NRS 239B.030  
The undersigned does hereby affirm that the preceding  
NOE / JUDGMENT  
filed in District Court case number 251131  
DOES NOT contain the social security number of any person.  
[Signature] Date 6/8/07

7

FILED

2007 JUN 15 P 3:44

*Chris [Signature]*  
CLERK OF THE COURT

ORIGINAL

0001  
JOHN M. NETZORG, ESQ.  
Nevada Bar No. 1335  
2810 West Charleston Boulevard, #H-81  
Las Vegas, Nevada 89102  
(702) 878-3400  
Attorney for Defendants

DISTRICT COURT  
CLARK COUNTY, NEVADA

GHOLAMREZA ZANDIAN JAZI,

Plaintiff,

vs.

RAY KOROGHLI, individually, FARIBORZ  
FRED SADRI, individually and as Trustee of the  
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

Defendants

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)  
) CASE NO. A 511131  
) DEPT. NO. XI  
)  
)  
)  
)  
) Date of Hearing:  
) Time of Hearing:  
)  
) **MOTION TO AMEND OR ALTER**  
) **JUDGMENT PURSUANT TO NRCP**  
) **59(e), OR IN THE ALTERNATIVE,**  
) **MOTION FOR A NEW TRIAL**  
) **PURSUANT TO NRCP 59(a)**

Settlement was reached in this case after arbitration proceedings were commenced. With the agreement of the parties, the arbitrator acted as mediator and once an agreement was reached, placed the settlement on the record. The mediator signed a mediation decision on September 20, 2006 and a subsequent implementation award on November 29, 2006 manifestly disregarding the law and the intention of the parties. On December 18, 2006, the Defendants filed a motion to vacate the arbitration award and to modify and correct the award because it ignored the settlement reached and purported to be an award when in fact it was a settlement. (Exhibit "1" attached hereto). The peculiar procedures for the mediator and former arbitrator are detailed in

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1 the December 18, 2006 motion. Essentially, Mr. Sadri and Mr. Koroghli were to exchange real  
2 property interests for Plaintiff's LLC membership interests and pay Plaintiff \$250,000 in cash.

3 Part and parcel of the settlement was a release of all claims, a global settlement and the  
4 delivery to the parties, respectively, of the interests to be exchanged free and clear of third party  
5 claims.

6 On January 11, 2007, the Court entertained arguments and denied both the Plaintiff's  
7 motion to confirm and the Defendants' motion to vacate noting that this was a settlement and the  
8 issues were enforcement of the settlement.

9  
10 The award was not remanded to Mr. Hale nor was this an arbitration proceeding. It was  
11 an enforcement of the settlement. This is an important distinction because the Nevada Supreme  
12 Court has ruled that the court has no authority to remand an arbitration award for modification  
13 nor does the Uniform Arbitration Act contemplate such a procedure. The court's sole remedy  
14 would have been to vacate the award and order a new arbitration if, in fact, this were an  
15 arbitration award. After further proceedings, the mediator issued an "Arbitrator Report and  
16 Recommendation to District Court", a procedure unrecognized by NRS Chapter 38. The  
17 "Report" makes no pretense of being a modified arbitration award.

18  
19 The Plaintiff then bunched four of the prior orders together and filed a motion for  
20 confirmation requesting the court to confirm (1) the original September 20, 2006 award, (2) the  
21 October 11, 2006 modification, (3) the November 29, 2006 "Implementation Award" and finally,  
22 (4) the February 28, 2007 Report and Recommendation, even though the four documents did not  
23 reflect the settlement and were completely inconsistent. By way of example, the September 20,  
24 2006, October 11, 2006 and November 29, 2006 Orders all provide that Koroghli and Sadri are  
25 to transfer their individual real property interests to the Plaintiff in exchange for the Plaintiff's  
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transfer of his LLC interests to Sadri and Koroghli, individually. The dispute was whether the Plaintiff had to transfer his interests free and clear of third party claims. The Judgment entered by this Court, however, includes the requirement that deeds and assignments be issued from Plaintiff to Koroghli and Sadri of Plaintiff's LLC interests and, simultaneously, the February 28, 2007 Recommendation requires that those same interests be transferred from the Plaintiff to third parties (the LLCs) who are providing no consideration. This is absurd and is intentionally designed to deprive Sadri and Koroghli of the benefit of their bargain.

Originally, Sadri and Koroghli had complained that the Plaintiff was not transferring his interests as required by the settlement with his wife's signature and free and clear of third party claims. Rather than addressing those issues, the mediator changed the agreement in its entirety and provided that the promissors (Sadri and Koroghli), who were paying the consideration, did not receive the benefit of their bargain but rather that the bargained for benefit would be transferred to third parties. This purportedly resolved the right of first refusal issues of which Sadri and Koroghli had complained. The mediator simply gave those interests to third parties for no consideration leaving Sadri and Koroghli with nothing.

Under Nevada law, a right of first refusal is recognized and becomes vested at the time a transfer is offered and agreed to by the transferor. In this case the transferor (seller) is the Plaintiff, Mr. Jazi:

A right of first refusal is sometimes said to be a right to elect to take specified property at the same price and on the same terms and conditions as those contained in a good-faith offer by a third person if the owner manifests as willingness to accept the offer, once the owner manifests such willingness, the right of first refusal, heretofore an executory right, ripens into an option.

*Eagle Thrifty Drugs & Market, Inc. v. Incline Village, Inc.*, 89 Nev. 595, 578, 517 P.2d 786, 788 (1973).



1 The Arbitrator's Recommendation intentionally ignores the parties' transcript and settlement and,  
2 through undue means, is denying the Defendants the material terms and consideration of their  
3 bargain.

4 The Arbitrator's Recommendation provides that the Plaintiff must sign a waiver of his  
5 own right of first refusal, a nonsensical recommendation under the Eagle Thrifty Drugs & Market  
6 case since it is not the Plaintiff who has a right of first refusal, it is the non-selling members of  
7 the LLCs who have the right of first refusal. By reason of the settlement, these rights of first  
8 refusal are now options to purchase the Plaintiff's interests. The Judgment mandates the  
9 Defendants are to take subject to options to purchase, which is anything but free and clear title.  
10

11 The Recommendation states that it is "the duty of the managing members" of the two  
12 LLCs "to make an appropriate distribution and allocation of (the Plaintiff's) interests." This  
13 statement is supported neither by Nevada law nor the Operating Agreements. First, Nevada law  
14 prohibits the resignation of a member before dissolution of the LLC unless that withdrawal is  
15 permitted under the operating agreement:  
16

17 Except as otherwise provided in Chapter 463 of NRS, other  
18 applicable law, the articles of organization or the operating  
19 agreement, a member may not resign or withdraw as a  
20 member from the limited-liability company before the  
dissolution and winding up of the company. *NRS 86.331(1)*.

21 The LLC operating agreements are unambiguous and do not permit the transfer of a member's  
22 interest unless the selling member complies with Paragraph 7.5 and provides both notice and an  
23 offer to "the other members."  
24

25 Right of first refusal. In addition to the other limitations and  
26 restrictions set forth herein, no member may sell all or any  
27 portion of his interest unless such member (the "selling  
28 member") has first (i) given written notice to the other  
members and the Company of his intention to sell all or a

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portion of such interest (that which is intended to be sold as hereinafter called the "subject interest") and (ii) offer to sell the subject interest to the other members at a price no greater, and on terms and conditions no less favorable to the purchaser than specified in a bona fide written offer received by the selling member from a third party.

Nevada law prohibits an assignment unless there is compliance with the operating agreement's terms, which in this case mandates that the selling member, not the managing members, give notice and offer the subject interest to other members. These rights of first refusal are, at this point in time, options held by the other members and constitute clouds and encumbrances on the Plaintiff's title by third parties of which, the Defendants individually, were to receive free and clear. (See Operating Agreement attached hereto as Exhibit "2").

Since the award requires payment on five days to one party, payment on thirty days to another party, the transfer of interests to the Defendants and the simultaneous transfer of those same interests without consideration to third parties, it is internally dysfunctional and meets the arbitrary and capricious standards articulated by the Supreme Court in Clark County Education Association v. Clark County School District, 112 Nev. 337, 131 P.3rd 5 (2006).

This court has previously recognized both statutory and common-law grounds to be applied by a court reviewing an award resulting from private binding arbitration. (FN 2). The statutory grounds are contained in the Uniform Arbitration Act, specifically *NRS 38.241(1)*, and they are not implicated as a basis for relief in this appeal. (FN 3). There are two common-law grounds recognized in Nevada under which a court may review private binding arbitration awards; (1) whether the award is arbitrary, capricious or unsupported by the agreement; and (2) whether the arbitrator manifestly disregarded the law. (FN 4). Initially we take this opportunity to clarify that while the latter standard insures that the arbitrator recognizes applicable law, the former standard insures that the arbitrator does not disregard the facts or terms of the arbitration agreement.

In determining a question under an arbitration agreement, an

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arbitrator enjoys a broad discretion, but that discretion is not without limits. It is confined to interpreting and applying the agreement and his award need not be enforced if it is arbitrary, capricious, or unsupported by the agreement. But, “[j]udicial inquiry under the manifest-disregard-of-the-law standard is extremely limited.”

Id. 122 Nev. at \_\_\_\_\_, 131 P.3rd at 8.

There has been both arbitrary and capricious treatment of the Defendants and a refusal to recognize applicable law.

This Court had no authority or jurisdiction to remand an arbitration award under *NRS 38.237*. The mediator did not treat the referral as a remand to modify the award. No award was modified. The settlement transcript was the matter to be considered. As a matter of law, the Court, even if it had shown any inclination to do so, could not have remanded the award to an arbitrator:

HPN contends that, absent one of the statutory grounds enumerated in *NRS 38.237*, the district court lacks authority to remand the matter to an arbitrator. HPN asserts that the remand in this case does not fall within the statutory guidelines and was improper. We agree.

....

However, a matter should not be remanded if it is merely to have the arbitrators explain their award. Remands that allow arbitrators to re-examine their decision on the merits are not permitted under the statute or at common law. Neither HPN nor Rainbow ever contended that the award was ambiguous. HPN only argued that the arbitrator’s statement regarding a “higher mentoring burden” demonstrated that the arbitrator had either converted the provider agreement into a partnership, thus exceeding the arbitrator’s authority, or that the statements evidenced a manifest disregard of the law. In either case, HPN asserts that the appropriate remedy would be to vacate the award. We therefore conclude that he district court erred in remanding the matter to the arbitrator with instructions to re-examine his decision in light of the district court’s conclusion that the contract did not impose any mentoring burden upon HPN.

Health Plan of Nevada, Inc., *supra*, 120 Nev. at 696-697, 100 P.2d 172, 177 (2004) “(FN 14. We note that the proper remedy, even if HPN’s allegations were correct, is not just to vacate the

award, but also to remand the matter for a new arbitration hearing. NRS 38.241(3)."

NRCP 59 provides for new trials pursuant to subparagraph (a) and for alternation and amendments of judgments pursuant to subparagraph (e) as follows:

**Rule 59. New trial; amendment of judgments.**

(a) Grounds. A new trial may be granted to all or any of the parties and on all or part of the issues for any of the following causes or grounds materially affecting the substantial rights of an aggrieved party: (1) irregularity in the proceedings of the court, jury, master, or adverse party, or any order of the court, or master or the abuse of discretion by which either party was prevented from having a fair trial; (2) misconduct of the jury or prevailing party; (3) accident or surprise which ordinary prudence could not have guarded against; (4) newly discovered evidence material for the party making the motion which the party could not, with reasonable diligence, have discovered and produced at the trial; . . . (7) error in law occurring at the trial and objected to by the party making the motion. On a motion for a new trial in an action tried without a jury, the court may open the judgment if one has been entered, take additional testimony, amend findings of fact and conclusions of law or make new findings and conclusions, and direct the entry of a new judgment.

(b) Time for motion. A motion for a new trial shall be filed no later than ten days after service of the written notice of the entry of judgment.

. . . .

(e) Motion to Alter or Amend the Judgment. The motion to alter or amend the judgment shall be filed no later than ten days after service of written notice of entry of judgment.

At the heart of the controversy is the failure to treat the settlement on the record as a settlement and the effort to convert the parties' settlement to an arbitration award which plainly ignores the Defendants' concerns. The efforts to treat this as an arbitration instead of a settlement has created a Pandora's box of procedural irregularities and deficiencies. The procedural irregularities are so substantial as to deny the Defendants not only the material consideration for which they bargained but their basic rights and entitlements which included:

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1. the transfer of the Plaintiff's interests to Sadri and Koroghli, not to LLCs which were not providing the consideration.
2. the transfer of the Plaintiff's LLC membership interests free and clear of third party claims;
3. warranties of title by the Plaintiff;
4. an allocation of the purchase price which would permit the Plaintiff to give notice to the third party members not parties to the action and otherwise comply with Section 7 of the respective LLC operating agreements;
5. provide a release from all claims and a global resolution.

An escrow needs to be established for the transfer of the interests. The consideration being tendered by the Plaintiff for the real property is limited liability company interests.

Since the memberships are the consideration for the real property, they likewise should be transferred through escrow. Accordingly, the Plaintiff needs to provide the following:

**Wendover Project**

1. Consent from LLC members to transfer and management termination;
2. French Bankruptcy Order abandoning or disclaiming interest in Shipyard Stock and/or Wendover Project, LLC membership interests;
3. Non-foreign affidavit from Mr. Zandian, a non-citizen;
4. Execution of Defendants' Assignment Agreement by parties and spouses, a copy of which is attached hereto as Exhibit "3";
5. IRS Compliance.

**Nevada Land and Water Resources, LLC**

1. Consent from LLC members to transfer and management termination;

2. Non-foreign affidavit from Mr. Zandian, a non-citizen;
3. Execution of Defendants' Assignment Agreement by parties and spouses;
4. IRS Compliance.

**Big Spring Ranch, LLC**

1. Transfer of 320 acres from Big Springs Ranch, LLC to Mr. Zandian by Deed executed by all four (4) members;
2. Consent to transfer of 320 acres by all four (4) members of Big Springs Ranch, LLC;
3. Consent from LLC members to transfer and management termination;
4. Execution of Defendants' Assignment Agreement by parties and spouses, a copy of which is attached hereto as Exhibit "4";
5. IRS Compliance.

**Pah Rah Property**

1. Transfer of property from Defendants to Plaintiff;
2. IRS Compliance.

**Miscellaneous**

1. Payment of \$250,000.00 from Defendants to Plaintiff made payable to Mr. Lee at Mr. Lee's request;
2. Mutual Release by and between the parties and wives;
3. IRS Compliance.

The record reflects that this was a settlement enforcement, not an arbitration:

**Defense counsel:** "So the defendants were denied under the statutes, *NRS 38*, basically what amounts to their day in court and there's no pretense that this was a complete, full and fair

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hearing, nor did the parties intend that it be such. They settled it, they put the settlement on the record. . . ." (1/11/07 transcript, p.24, l. 2)

**Plaintiff's counsel:** Your Honor, I have a suggestion, okay. Because what I keep hearing is settlement, settlement, settlement. We agree there was a settlement. But the settlement terms were -- the terms -- essential terms were put in recorded by a -- on a transcript by the court reporter. So we have the essential terms, okay.

**Court:** You do. . . .And you're missing some of the things in the documents you have as to those essential terms. . . .

**Court:** I'm referring it back to Mr. Hale, since I would typically in a case where a settlement was reached and there was a mediator or arbitrator involved, refer it to that individual for some additional work with you to try and resolve those disputed issues, since they were there at the time you reached the settlement. Hopefully I have transcript that helps me. If you are unable to reach an accommodation after speaking to Mr. Hale, then I will reach an accommodation, because I have a transcript and I'll make a decision. (Pg. 26, l.)

January 11, 2007 Transcript attached hereto as Exhibit "5".

**CONCLUSION.**

The Defendants are entitled to either have the settlement enforced pursuant to the September 8, 2006 transcript or to have the arbitration award vacated. The efforts to convert the settlement into an arbitration award make a pretense and sham out of the procedure. The Defendants never presented witnesses nor had their day in court before an arbitrator. After the Plaintiff's direct testimony and partial cross-examination, after a lengthy mediation, the settlement was placed on the record.

In lieu of enforcing the settlement as the Court directed on January 11, 2007, the referral of the settlement to the mediator has now been treated as a remand to an arbitrator which is prohibited both by statute and the Health Plan decision. The mediator's Recommendation is

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treated as an amended award when on its face it does not purport to be one. The procedures are completely at odds with NRS Chapter 38 and Nevada Supreme Court precedent and have resulted in the most bizarre consequences including the Defendants' loss of the benefit of their bargain and the imposition upon the Defendants of the obligation to fight third parties to clear the Plaintiff's title.

As previously mentioned in prior pleadings, Mr. Abrishami who owns a substantial portion of Big Spring Ranch, LLC, and together with his investors own a large portion of Wendover Project, LLC, has already made a demand that he receive his windfall, to wit, a percentage of the Plaintiff's 25% Big Spring Ranch interest for which Mr. Abrishami proposes to pay nothing. (Exhibit "6"). Accordingly, the Plaintiff has already breached his warranty of clear title and Mr. Abrishami the option holder in Big Spring Ranch has already exercised it. Rather than a global resolution and release of all claims, the Defendants are already entwined in additional legal controversies regarding the Plaintiff's interests. The mediator suggests that it would be "unfair" to the Plaintiff to have to comply with Nevada law and the operating agreement by obtaining waivers of rights of first refusal. Where is the conceivable fairness to the Defendants who are paying in the seven figures for new lawsuits.

The process does not meet the statutory requirements for an arbitration. The results are arbitrary and capricious and violate the Nevada Supreme Court's common law standards as articulated. The Defendants have been denied the material consideration for their settlement, the very essence of the agreement.

By attempting to cram this square peg into a round hole, the court has exceeded its authority and jurisdiction. If this is to be treated as an arbitration award, then the sole remedy was to vacate that award and order a new arbitration.

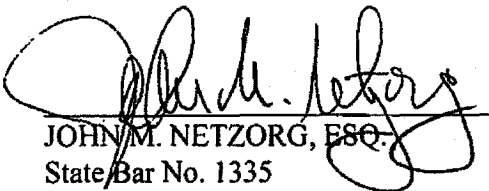


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Accordingly, the judgment should be vacated and a new arbitration ordered or, the judgment should be amended to provide that the Plaintiff must transfer the LLC interests free and clear of third party claims including waivers of rights of first refusal of the other members of the Big Spring Ranch and Wendover Project, LLCs who are now option holders, according to Nevada law, that the wives be ordered to sign the documents, that a complete release be executed reciprocally, that the Plaintiff execute appropriate IRS forms for non-citizens for the withholding of taxes, and that either the Plaintiff comply with the settlement or that the judgment and orders be vacated and the matter set for arbitration before a new and impartial arbitrator.

Dated this 15th day of June, 2007.

  
JOHN M. NETZORG, ESQ.  
State Bar No. 1335  
2810 W. Charleston Boulevard, #H-81  
Las Vegas, Nevada 89102  
Attorney for Defendants

**NOTICE OF MOTION**

TO: PLAINTIFF

and

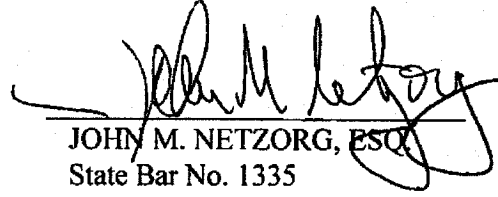
TO: John Peter Lee, Esq., his counsel of record

**PLEASE TAKE NOTICE** that the Defendants will bring the above and foregoing MOTION TO AMEND OR ALTER JUDGMENT, etc. on for hearing on the 17 day of

July, 2007 at the hour of **CHAMBERS** a.m. in Department XI of the Eighth Judicial District

Court, or as soon thereafter as counsel may be heard.

Dated this 15th day of June 2007.



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# Exhibit "1"

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of the STAR LIVING TRUST

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DISTRICT COURT  
CLARK COUNTY, NEVADA

GHOLAMREZA ZANDIAN JAZI,

Plaintiff,

vs.

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,

Defendants.

CASE NO. A 511131

DEPT. NO. XIII XI

MOTION TO VACATE  
ARBITRATION AWARD; or, in  
the alternative, MOTION TO  
MODIFY OR CORRECT

Date of hearing:  
Time of hearing:

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*(Handwritten initials)*

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1. Introduction

This case arises out of a dispute among real estate investors who purchased large tracts of land in Northern Nevada, totaling over 43,000 acres and \$16,000,000.00, title to most of which is held by Limited Liability Companies. Other investors and LLC members are involved in the two largest transactions and have rights in and to the LLCs and their real estate assets, but are not directly involved in this lawsuit. Briefly, Plaintiff Gholamreza Zandian Jazi ("Zandian") alleged that Defendants tried to unlawfully divest him of his interests, while Defendants Ray Koroghli

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("Ray") and Fariborz Fred Sadri ("Fred") alleged that Zandian had paid for his interests with bogus stock and has received \$600,000.00 in hidden commissions.

During the cross-examination of the first witness, Mr. Zandian, the parties agreed to let the arbitrator attempt to mediate the dispute. Acting as mediator, Mr. Hale met many times separately and many times jointly with the parties. The "Arbitration Decision" in this case that the Defendants move now to vacate arose from this mediation. There have been no findings of fact or conclusions of law. Only one witness was sworn, and even the cross-examination of this witness was only partially completed. On September 8, 2006, the parties met with the arbitrator, now acting as mediator, to place the broad outline of an agreement on the record. [Exhibit A] On September 21, 2006, the arbitrator served his "Arbitration Decision." [Exhibit B]

This is not a case where a party objects to the arbitrator's interpretation or application of the law after a decision and award on the merits following a trial. This case was not arbitrated. It was mediated. After a tentative broad arrangement was placed on the record, the arbitrator entered an "Arbitration Decision" and followed it up with an "Implementation Award" as though the case had been fully tried, when, in fact, it had not been. The problem with this procedure is that it is misleading, especially where the parties did not reach an agreement on essential terms of a settlement. A further problem is that the settlement terms effectively dictated by the arbitrator are in manifest disregard of the recorded intent of the parties to transfer the Plaintiff's interests in the Big Springs Ranch and Wendover Project LLCs to the Defendants free and clear. The land involved cost over \$16,000,000.00. The Decision requires the Defendants to deliver millions of dollars in property in consideration for which they receive nothing. The procedures and terms imposed deliver clouded title subject to third parties' rights of first refusal and end up dissolving the LLCs altogether.

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Although the parties agreed to let the arbitrator attempt to mediate the case, in hindsight it would appear to be the better practice to send the matter to an independent mediator so that the arbitrator could pick up where he left off if the mediation failed. The question for this court is whether it will put judicial approval upon the strange hybrid presented by this case where after mediating a case the arbitrator files an "arbitration decision" that dictates terms of a settlement that not only the parties did not agree on, but also deprives of the parties of any benefit whatsoever.

Defendants move the court to vacate the "Arbitration Decision" of September 20, 2006, and the "Implementation Award" of November 29, 2006, on the statutory and common law grounds that they do not reflect the agreement of the parties, that the arbitrator exceeded his authority in filling in terms that had not been agreed to by the parties and leaving out terms that had been agreed to, and that the "Arbitration Decision" manifestly disregards the law and the intent of the parties. In the alternative, the Defendants ask the court to modify or correct the "Arbitration Decision" and the "Implementation Award" that followed it to a workable implementation of the parties' settlement intent, if this can be done without mediating the case by judicial decree.

**2. The statutory and common law standards for vacating an arbitration award**

"In Nevada, both '[c]ommon law grounds and statutory grounds exist for the review of arbitration decisions.'" *Clark County Sch. Dist. v. Rolling Plains*, 117 Nev. 101, 103, 16 P.3d 1079 (2001) (quoting *Graber v. Comstock Bank*, 111 Nev. 1421, 1426, 905 P.2d 1112, 1115 (1995)). Pursuant to NRS 38.241 (formerly 38.145), an arbitration decision can be reviewed and vacated "for a variety of reasons, including instances in which the arbitrator has exceeded his power or shown a propensity for misconduct." *Id.*

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Under the common law, an award may be reviewed and vacated for “manifest disregard of the law,” defined as “error that is ‘obvious and capable of being readily and instantly perceived by the average person qualified to serve as an arbitrator,’” or “a decision that is ‘arbitrary, capricious, or unsupported by the agreement.’” *Id.* at 104, 16 P.3d at 1081. The district court has the authority and obligation to review the arbitrator’s award and the transcripts and exhibits before confirming the award. *Graber v. Comstock Bank*, 111 Nev. 1421, 1428, 905 P.2d 1112 (1995). Application by the district court of the manifest disregard standard is reviewed de novo. *Rolling Plains*, 111 Nev. at 104, 16 P.3d at 1081 .

Here, before completion of the cross-examination of the first witness, the arbitrator switched hats and attempted to mediate the case. Ultimately, the arbitrator transformed what the arbitrator perceived to be an agreement of the parties into an arbitration decision. The transcript shows that his “decision” manifestly disregards the agreement of the parties, assuming that there was one, in multiple and critical respects, and is in excess of the arbitrator’s authority.

**3. The broad agreement sketched in the record**

On September 8, 2006, the parties placed a broad preliminary outline of a proposed settlement on the record: (1) the Defendants would transfer to Zandian Gholamreza Jazi “the entire interest in the Pah Rah, LLC and property, free and clear of all indebtedness” [Exh., A, p. 5, lines 5 to 25]; (2) the 320 acres will be transferred free and clear to Mr. Zandian [Exh. A., p. 6, lines 2-7]; (3) the Defendants will pay Zandian \$250,000 within 30 days [Exh. A. p. 6, lines 8-11] in return for Zandian’s waiver of any claim to Big Springs Ranch, LLC; (4) Zandian waives any claim to Big Springs Ranch, LLC [Exh. A. p. 6, lines 8-11]; (5) Zandian gives up any claim to the Wendover Project, LLC [Exh. A, p. 6, lines 13-14]; (6) the Defendants waive any claim to consulting fees paid to Zandian by the seller [Exh. A., p. 6, lines 16-21]; and (7) the defamation claims are waived and dismissed. [Exh. A, p. 10, lines 3-6]

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The parties and the arbitrator then discussed, again in general terms, preparation of the necessary documents. There were still numerous items to be worked out. Mr. Netzorg, for example, stated that his clients would need a mutual release [Exh. A, p. 7, lines 9-10] and

a warranty from the parties that the properties and interest being transferred haven't been previously transferred, that the parties, in fact, do currently hold those interests, and they are capable of transferring the interests that are subject to this order free and clear of claims by any third parties.  
[Exh. A, p. 7, line 13 to p. 11, line 19]

The arbitrator then stated:

I'll allow the two of you to work out that language. Obviously if you signed for an LLC, you are representing and warranting that you have that authority, but you can work that into the settlement language and see if we have an agreement.  
[Exh. A, p. 7, lines 20-24]

Mr. Netzorg then stated that his clients wanted the spouses to execute the documents to take care of any community interest questions [Exh. A, p. 7, line 25 to p. 8, line 3], to which the following ensued:

Arbitrator Hale: We may want spouses to sign –  
Mr. Lee We can work out the form of the details, I'm not concerned about that, if necessary we can get preliminary title reports. That is what I plan on doing.  
[Exh. A, p. 8, lines 4 to 9]

Because conveyance of LLC membership is not of record, Mr. Netzorg stated that they should have "warranties in satisfaction that there hasn't been a pledge of these interests previously." [Exh. A, p. 8, lines 10-15] Arbitrator Hale responded: "That is fine, that can be in the settlement agreement." [Exh. A, p. 8, lines 16-17] The arbitrator then added: "Any issue regarding the sufficiency or the necessity of settlement agreements or documentation for transfer of property, I'm retaining my authority as the arbitrator to resolve that issue." [Exh. A, p. 8, lines 18-21]

The arbitrator advised that he considered it an honor that the parties asked him "to help attempt to mediate this as opposed to arbitrate it." [Exh. A, p. 11, lines 7-9]



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Arbitrator Hale later stated: "I will resolve any disputes on the written agreements if it is necessary, I doubt it with these two attorneys, but with that, I think we can all take the rest of the Friday afternoon off." [Exh. A, p. 12, lines 10-13] In closing, Mr. Hale stated that he would "file an arbitration decision, indicating that I heard evidence, that we heard testimony, that I reviewed documents, that I interviewed the parties, that my arbitration decision is attached hereto as Exhibit A." [Exh. A, p. 12, line 21 to p. 13, line 1]

**4. The "Arbitration Decision"**

The Arbitration Decision, dated September 20, 2006 [Exh. B], should be vacated because it (1) recites that it was the result of a trial on the merits, when, in fact, it was based on a purported agreement between the parties, (2) purports to be an arbitration decision, when, in fact, it is only a mediator's memorandum of a purported agreement between the parties, (3) was issued contrary to representations and assurances on the record that the parties still had essential issues to work out between themselves, and (4) does not fairly reflect the purported agreement of the parties, such as it was.

The introductory paragraph of the Arbitration Decision states:

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

Hearings were, in fact, conducted for two full days and the parties did, in fact, submit voluminous exhibits, depositions and briefs. Whether the arbitrator reviewed it all is unknown, but the arbitrator definitely did not hear the testimony and representations of the parties. He heard the direct examination and a part of the cross-examination of the Plaintiff, and no more. This Decision purports that the case was tried and heard to its conclusion. It was not. This Decision purports to have been based on "the testimony and representations of the parties." It was not.

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On September 8, 2006, after the parties placed their arrangement on the record, the arbitrator stated that he would be glad to be of further assistance and "will resolve any disputes on the written agreements if it is necessary....I think we can all take the rest of our Friday afternoon off." [Exh. A, p. 12, lines 9-13] After the parties thanked him, Mr. Hale concluded the proceedings: "Thank you. We are done." [Exh. A, p. 12, line 18] After conclusion of the proceedings, the court reporter then caught the following discourse between the arbitrator and Plaintiff's attorney:

Mr. Lee: There is going to be an order of some kind to get filed, I would think?  
Arbitrator Hale: I thought what I would do is take the transcript and file an arbitration decision, indicating that I heard evidence, that we heard testimony, that I reviewed documents, that I interviewed the parties, that my arbitration decision is attached hereto as Exhibit A.  
Mr. Lee: Okay.  
Arbitrator Hale: In case there is any question. Is that all right?  
Mr. Lee: Very Good.

Unfortunately, the arbitration decision was filed prior to the critical moment of working out the language for free and clear transfer of Zandian's LLC interests. ["I'll allow the two of you to work out that language. Obviously if you signed for an LLC, you are representing and warranting that you have that authority, but you can work that into the settlement language and see if we have an agreement." (Exh. A, p. 7, lines 20-24)]

This is especially unfortunate because the "Arbitration Decision" and "Implementation Award" that followed it will not result in free and clear transfer of Zandian's interests in the LLCs. They will result, instead, in the dissolution of the LLCs, in the right of other investors to exercise a right of first refusal, in possible claims by a bankruptcy court in France in control of Zandian's assets, and in possible claims by Zandian's wife, or by Zandian himself, because the Decision and Implementation Award do not require the wife's signature or written consent.

These problems will be discussed in detail in sections 6 and 7 below. The point at this stage is that the documents entitled "Arbitration Decision" and "Implementation Award" are

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invalid because they do not, in fact, constitute an arbitration decision, because they do not, as they purport, decide the case on the merits after "having heard the testimony and representations of the parties," and because they were entered prematurely without allowing, as the record states, the parties to work out the details "and see if we have an agreement" as well as the language necessary to implement free and clear transfers.

It is one thing for the parties to place a settlement agreement on the record. It is another thing altogether for the judge or arbitrator to then issue a decision or judgment contrary to the agreement or that fills in essential terms in highly complex arrangements involving multiple LLCs, numerous investors, millions of dollars, and tens of thousands of acres of real property, that were, on the record, to be left to the parties to work out.

The procedure that was implemented here has one other critical flaw. After the arbitrator met separately with the parties, sometimes with, sometimes without, their attorneys, there could be no turning back. Although this was all done with the consent of the parties and their counsel, this arbitrator – now mediator – could no longer arbitrate the case should the mediation fail. Whatever the good intentions, this placed the parties in the unfortunate and inappropriate position of either reaching an agreement or starting all over again with another arbitrator.

The "Arbitration Decision" of September 20, 2006, should be vacated.

**5. The Implementation Award**

The Defendants filed a motion to amend the award of arbitration decision because, among other things, it did not require, as agreed, that Zandian's wife sign the transfer documents, because it did not require assurances that Zandian's interests would not be subject to his ongoing bankruptcy proceedings in France, and because it does not require Zandian to designate the Defendants as his LLC beneficiaries, to avoid other members' right of first refusal under the

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LLC formation documents. [Exhibit C] With no opposition or hearing, this motion was denied sua sponte the same day, October 11, 2006, in a short order, also entitled "Arbitration Decision," that reminded the parties, per paragraph 6 of the Arbitration Decision, that they were still to

Prepare all necessary documents to effect the transfers of the real estate assets and LLC entities and the parties to this lawsuit and Arbitration will execute all necessary documents to effect this Arbitration Order, including a mutual Release to be executed by all parties.

[Exhibit D, p. 2]

Two weeks later, on October 24, 2006, the Plaintiff filed a "Motion to Implement Arbitration Award," asking the arbitrator to exercise its "jurisdiction to enforce the Award and Decision." [Exhibit E] On October 31, 2006, the Defendants filed their Opposition and attached two versions of a "Sale and Assignment of Interest Agreement," one for Wendover Project, LLC, and the other for Big Springs Ranch, LLC, that would effect a transfer of Zandian's LLC interests free and clear of rights of first refusal. [Exhibit F]

On November 2, 2006, the Plaintiff filed a Reply, attaching the Plaintiffs' preferred documents of transfer, whereby Zandian would assign his interests in Wendover Project, LLC and Nevada land and Water Resources, LLC [Exhibit G], which would not grant clear title, since the operating agreements grant other members the right of first refusal.

While the parties were awaiting decision or a call to further discuss the matter, the Plaintiff delivered, on October 28, 2006, to the Arbitrator a proposed "Implementation Award" that would require the Defendants to execute the transfers exactly as submitted by the Plaintiff. [Exhibit H] The Defendants immediately moved to strike this submittal [Exhibit I], but on the very next day, October 29, 2006, the Arbitrator signed and entered the proposed Implementation Award exactly as written by the Plaintiff on the Plaintiff's paper. [Exhibit J]

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These are the same documents that the Plaintiff had earlier submitted to the Defendants as a take-it-or-leave-it ultimatum. On October 18, 2006, Plaintiff's counsel wrote to counsel for the Defendants:

Please review the enclosed copies of documents designed to effectuate the implementation of the Award of the Honorable Floyd Hale. We expect that we will obtain your approval by Friday, October 20, 2006 at 5:00 p.m.

If we do not receive your confirmation, we will ask Arbitrator Hale to implant the Award and assist us in obtaining the transfers required to accomplish the intent of his Award. [Exhibit K]

This ultimatum was hardly in the good faith spirit of "working out settlement language to see if we have an agreement." Plaintiff's counsel had sent a copy of these documents on September 11, whereupon negotiations over disputed terms ensued. On October 20, 2006, the Defendants submitted to the Plaintiff proposed Sale and Assignment of Interest Agreements, a Mutual Release Agreement, and a list of deficiencies. [Exhibit L]

Since there has been no agreement on the settlement language, the "Arbitration Decision" and "Implementation Award" were improvidently filed. The Arbitration Decision and the Implementation Award are in excess of the arbitrator's authority and in manifest disregard of the agreement of the parties and should be vacated.

**6. The Plaintiff's proposed settlement papers would result in a one-sided transfer whereby the Plaintiff would receive free and clear title, but the Defendants could end up with little or nothing.**

Although it is clear so far that there has been no meeting of the minds and no settlement agreement, and that the "Arbitration Decision" and the "Implementation Award" should not have been issued, the Defendants take this opportunity to demonstrate at least one reason why the decision and award, based as they are on the Plaintiff's proposed transfer documents, do not accord with the broad outline recited in the transcript and would result in a grave injustice.

Mr. Zandian may not transfer his interests to the Defendants unless he has first designated them as beneficiaries prior to his resignation or removal as Managing Member.

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Paragraph 7.1(a) of Big Springs Ranch, LLC's Operating Agreement dated October 1, 2003 [Exh. C1] contains the following restrictions on transfers:

Upon the Managing Members' consent, each member shall have an equal right of first refusal to purchase the transferring member's interest in proportion to the purchasing member's then percentage interest ownership in the company subject to Paragraph 7.5.

Paragraph 7.5 provides:

Right of First Refusal. In addition to the other limitations and restrictions set forth herein, no member may sell all or any portion of his interest unless such member (the "Selling Member") has first (i) given written notice to the other members and the company of his intention to sell all or a portion of such interest (that which is intended to be sold is hereinafter called the "Subject Interest") and (ii) offer to sell the Subject Interest to the other members at a price no greater, and on terms and conditions no less favorable to the purchaser, than specified in a bona fide written offer received by the Selling Member from a third party.

Paragraph 7.1(b) provides, in pertinent part:

Beneficiaries of the Managing Members will be herein named, an equal percent to that of Managing Member of the Company will automatically be transferred to beneficiaries of said Managing Member.

The language is identical for Wendover Project, LLC. [Exh. C2]

The Plaintiff's Assignments, adopted by the Arbitrator, transfer nothing to the Defendants and deny them the benefit of the settlement.

Pursuant to the broad outline recited in the transcript, the parties were required to be "capable of transferring the interests that are subject to this Order free and clear of claims by any third parties." [Exh. A, p. 6, lines 13-19] A right of first refusal is such a claim. The proposed transfer would be completely illusory since it is, as drafted, subject to the express rights of first refusal provisions contained within the Operating Agreement.

The first item in Plaintiff's ultimatum, adopted verbatim by the "Implementation Award," is payment to Plaintiff's counsel within 5 days prior to any other conveyance. This is not a

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1 minor detail. Under the Implementation Award, the Defendants would be required to pay out  
2 \$250,000 without assurance that the rest of the process would take place.

3 The best – and only – way to handle such complex transactions would be to place the  
4 money, the deeds, assignments and beneficiary designations into an escrow account. An escrow  
5 transaction would also require certain federally mandated disclosures for IRS purposes [Exhibit  
6 M,] pursuant to 26 U.S.C. § 1445, which the Defendants believe should not be allowed to be  
7 avoided by the Plaintiff's ultimatum.

8 **7. The Decision and Award fail to address other essential terms of the settlement.**

9  
10 The Arbitration Decision and Implementation Award also wholly fail to address essential  
11 elements of the Defendants' settlement position. The Defendants were adamant that the wives  
12 sign the documents because the Plaintiff had a history of disavowing a settlement because his  
13 wife didn't sign. No mention of the requirement that the spouses sign is in any of the transfer  
14 documents. [Exh. A, p. 7, line 25 to p. 8, lines 3-9] The seriousness of the matter is  
15 demonstrated by the Shipyard settlement, a matter which comprised a substantial portion of the  
16 arbitration before the mediation began. One year after Mr. Zandian settled with K. Damen, his  
17 partner in the Dutch shipyards, and received \$2.1 million Dutch guilders, Zandian rescinded the  
18 settlement because his wife had not signed the document. On April 1, 1998, Mr. Zandian's Dutch  
19 counsel announced to Shipyard K. Damen that Mr. Zandian was rescinding their previous year's  
20 settlement agreement because:  
21

22 Mr. Zandian considers the Settlement Agreement of 2 April 1997 null and void  
23 because his (former) wife did not sign the agreement.

24 The wife's signature is therefore a material aspect of this settlement. The Plaintiff fired  
25 the first shot on September 13, 2006, only five days after the last appearance before the  
26 Arbitrator, when he backed out of this part of the arrangement. [Exhibit N]  
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The settlement agreement requires Mr. Zandian to deliver clear title to his interests in Wendover Project, LLC and Big Springs Ranch, LLC. Zandian testified during the arbitration that his bankruptcy proceedings are still being actively litigated in France and that his claims to stock ownership in the Shipyard K. Damen, the very consideration he tendered for his participation in the transactions at issue in this case, are the subject of the ongoing French bankruptcy litigation. Since Zandian purports to have given \$3,000,000.00 in stock from this bankruptcy court asset to Pico Holdings, in exchange for an interest in Wendover Project, LLC, he will need to provide an order from the French Bankruptcy Court demonstrating he in fact owned the stock and that the French Bankruptcy Court has no claim or interest in the Wendover Project, LLC interests which he is transferring. The requirement would be the same if he were in bankruptcy in Nevada and was seeking to exchange an asset subject to a Bankruptcy Court proceeding without Bankruptcy Court approval.

The Plaintiff's quitclaim deeds adopted by the Implementation Award are presented with no legal descriptions. Internet printouts from the Washoe County assessor's office are no substitute. It's hard to tell from these documents what the Defendants would be quitclaiming. The documents are blank deeds that Plaintiff would receive outside of escrow with no requirement that anything be delivered to the Defendants.

Last, but not least, there is no mention in either the Arbitration Decision or the Implementation Award that the defamation claims are dismissed.

**8. Conclusion**

This court can do one of four things with this dispute. First, it could reject and vacate the Arbitration Decision and Implementation Award on the ground that they were not the result of arbitration on the merits as they purport to be. Second, it could reject and vacate the decision and award on the ground that the parties did not reach essential terms of a settlement. Third, it



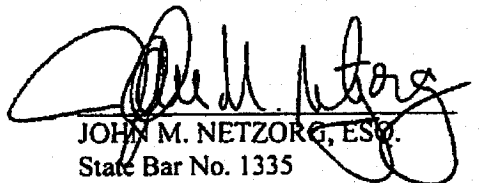
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could reject and vacate the decision and award on the ground that they do not properly incorporate essential terms of the proposed settlement agreement. Finally, it could attempt to reform the decision and award to properly reflect essential settlement terms based on the outline in the record and the terms and exigencies of the LLC Operating Agreements.

Because the fourth alternative would place the court itself in the position of a mediator, the "Arbitration Decision" and "Implementation Award" should be vacated.

Dated this 18th day of December 2006.

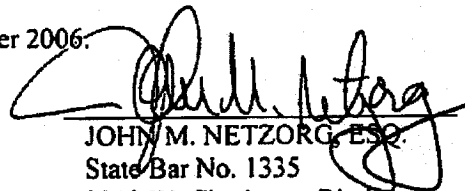
  
JOHN M. NETZORG, ESQ.  
State Bar No. 1335  
2810 W. Charleston Boulevard, #81  
Las Vegas, Nevada 89102  
Attorney for Defendants

**NOTICE OF MOTION**

TO: PLAINTIFF  
and  
TO: John Peter Lee, Esq., his counsel of record

**PLEASE TAKE NOTICE** that the Defendants will bring the above and foregoing Motion to Vacate Arbitration Award, or, in the Alternative, Motion to Modify or Correct on for hearing on the 23 day of JANUARY 2007 at the hour of Chambers a.m. in Department XI of the above entitled Court, or as soon thereafter as counsel may be heard.

Dated this 18th day of December 2006.

  
JOHN M. NETZORG, ESQ.  
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2810 W. Charleston Blvd.  
Suite 81  
Las Vegas, Nevada 89102  
Attorney for Defendants

# Exhibit "2"

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OPERATING AGREEMENT  
OF  
BIG SPRING RANCH L.L.C

THIS OPERATING AGREEMENT ("Agreement") is entered into this 1<sup>st</sup> day of October, 2003 by and between the following as Managing Member and Members of BIG SPRING RANCH A LIMITED LIABILITY COMPANY:

<u>NAME</u>	<u>ADDRESS</u>
STAR LIVING TRUST (Fariborz Fred Sadri) (Managing Member)	2827 S. Monte Cristo Las Vegas NV 89117
RAY KOROGHLI (Managing Member)	3055 Via Sarafina Henderson, Nevada 89012
Gholamreza Zandian JAZI (Managing Member)	9550 W. Sahara Ave. Apt.# 2148 Las Vegas, NV 89117

1. ARTICLE

FORMATION AND PURPOSE OF LIMITED LIABILITY COMPANY

1.1 Formation of Limited Liability Company.

(a) The parties to this Agreement hereby agree to become members and to form a Limited Liability Company pursuant to the provisions of Chapter 86 of the Nevada Revised Statutes (N.R.S.) as adopted in Nevada for the purpose set forth hereinbelow.

(b) Except as expressly provided herein, the rights and obligations of the Members and the administration and termination of the Company as specified herein shall be construed in accordance with N.R.S. Chapter 86, et. seq.

1.2 Name of Company. The Company's business shall be conducted solely under the name of **BIG SPRING RANCH L.L.C** (the "Company").

1.3 Purpose and Scope of the Company.

(a) The Company is organized to engage in and do any lawful act concerning any and all lawful business, other than banking or insurance, for which a Company may be organized.

(b) Nothing herein contained shall be deemed in any way or manner to prohibit or restrict the right or freedom of any Member separately, as a separate entity apart from the Company, to conduct any business or activity

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whatsoever.

1.4 Articles of Organization. The Managing Members have previously executed and acknowledged the Articles of Organization. The Articles of Organization have been recorded in the office of the Secretary of State of the State of Nevada. The Managing Members further agree to execute, acknowledge, file, record and/or publish as necessary, such amendments to said Articles of Organization as may be required by this Agreement or by law and such other documents as may be appropriate to comply with the requirements of law for the formation, preservation and/or operation of the Company.

1.5 Principal Place of Business. The principal office and place of business of the Company shall be at 3055 Via Sarafina Dr.; Henderson, NV 89052 or at such other place as the Managing Members shall from time to time determine.

1.6 Company Records. The Company shall maintain 3055 Via Sarafina Dr.; Henderson, NV 89052 its books and records including, but not limited to, the following:

(a) A current list of the full name and last known business address of each Managing Member and Member separately identifying all Members in alphabetical order.

(b) A copy of the filed Articles of Organization and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any document has been executed.

(c) Copies of the Company's federal income tax returns and reports, if any, for the three (3) most recent years.

(d) Copies of any then effective Operating Agreement and of any financial statements for the Company for the three (3) most recent years.

(e) A statement setting forth the Capital Contributions of each Member including:

(1) The amount of cash and description and statement of the agreed value of the other property or services contributed by each Member and which each Member has agreed to contribute.

(2) The items as which or events on the happening of which any additional contributions agreed to be made by each Member are to be made.

(3) Any right of a Member to receive, or of a Managing Member to make, distributions to a Member (including Managing Members) which include the return of all or any part of the Member's contributions as set forth more fully in Article 3 paragraph 3.8.

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(4) Any events upon the happening of which the Company is to be dissolved and its affairs wound up.

Records kept pursuant to this Section 1.6 are subject to inspection and copying at the reasonable request, and at the expense, of any Member during ordinary business hours.

**1.7 Resident Agent.** The name and address of the resident agent for service of process is RAY KOROGLI, 3055 Via Sarafina Henderson, NV 89052.

**1.8 Term of Company.** The Company shall begin on the day the Articles of Organization were filed with the Secretary of State and shall continue for a period of thirty (30) years or until terminated pursuant to the terms and conditions of this Agreement.

**1.9 Title.** Title to the property and assets of the Company shall be held in the name of the Company.

**1.10 Definitions - General.** Capitalized words and phrases used in this Agreement have the following meanings:

(a) "**Managing Member**" means a Member who is eighteen (18) years of age or older, and to whom is delegated all of the management duties of the Company's business as provided in Article 0. The initial Managing Member(s) are RAY KOROGLI, STAR LIVING TRUST (FRED SADRI) and GHOLAMREZA ZANDIAN JAZI.

(b) "**Articles of Organization**" means the Articles of Organization filed with the Secretary of State for the purpose of forming this Company.

(c) "**Contribution**" means anything of value which a person contributes to the Company as a prerequisite for or in connection with such Member's Interest in the Company including cash, the Gross Asset Value of property or services rendered, or a promissory note or other binding obligation to contribute cash or property to perform services.

(d) "**Member**" means a person who owns an interest in the Company.

(e) "**Member's Interest**" means a Member's share of the profits and losses of the Company and the right to receive distributions of the Company's assets.

(f) "**Depreciation**" means, for each fiscal year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such year or other period.

(g) "**Code**" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

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(h) "Profits" and "Losses" mean, for each fiscal year or other period, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with Code Section 703(a). (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(1) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this Section 1.10(g) shall be added to such taxable income or loss.

(2) In lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such fiscal year or for the period, computed in accordance with Section 1.10(f) hereof.

(i) "Regulations" means the income tax regulations promulgated under the Code, as such regulations may be amended from time to time, including corresponding provisions of succeeding regulations.

(j) "Gross Asset Value" means with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(1) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the contributing Member and the Company.

(2) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Member(s), as of the following time:

(i) The acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution.

(ii) The distribution by the Company to a Member of more than a de minimis amount of the Member's Capital Account if the Member(s) reasonably determine(s) that such adjustment is necessary or appropriate to reflect the relative economic interests of the Members in the Company.

(3) The Gross Asset Value of any Company asset distributed to any Member shall be the gross fair market value of such asset on the date of distribution.

(k) "Capital Account" means, with respect to any Member, a capital account maintained as follows:

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(1) By increasing such account with:

(i) such Member's Capital Contributions;

(ii) the distributive share of Profits and any items of or in the nature of income or gain that are specially allocated pursuant to Article 3 to such Member;

(iii) the amount of any Company liabilities that are assumed by such Member or that are secured by any Company property distribution to such Member.

(2) By decreasing such account with:

(i) the amount of any cash (not including decreases in such Member's share of Company liabilities pursuant to Section 752(b) of the Code) and the Gross Asset Value of any other Company property distributed to such Member pursuant to any provision of this Agreement;

(ii) the distributive share of Losses and any items of or in the nature of expenses or losses that are allocated pursuant to Article 3 to such Member; and

(iii) the amount of any liabilities of such Member that are assumed by the Company or that are secured by any property contributed to the Company by such Member.

(l) "Interest" means an ownership interest in the Company by a Member including any and all benefits to which the holder of such an Interest may be entitled as provided in this Agreement, together with all obligations of such person to comply with the terms and provisions of this Agreement.

(m) "Net Cash From Operations" means the gross cash proceeds from the Company operations, less the portion required to establish reserves for all Company expenses, debt payments, capital improvements, replacements and contingencies.

(n) "Net Cash From Sales or Refinancing" means the net cash proceeds, determined in accordance with generally accepted accounting principles, from all sales and other dispositions and all refinancing of the Property, less any portion thereof used to establish reserves, all as determined by the Managing Members. "Net Cash From Sales or Refinancing" shall include all principal and interest payments with respect to any note or other obligation received by the Company in connection with sales and other dispositions of Company Property, not in the ordinary course of the business of the Company.

(o) "Property" means the subject real property located in ELKO County, Nevada, purchased by Big Spring Ranch L.L.C. on or about the 1ST day

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October 2003. The legal description of said real property is attached as Exhibit "B".

(p) "Debt" means the promissory note secured by a first deed of trust, used to finance the purchase of the Property or other debt of the Company as authorized by the Managing Members.

## ARTICLE 2

### CAPITALIZATION, FINANCING AND DEBT PAYMENT OBLIGATION OF THE LIMITED LIABILITY COMPANY MEMBERS

#### 2.1 Capital Contribution.

(a) Initial Capital Contribution. The initial capital contributions and percentage interests of each Member of the Company are set forth in Exhibit "A".

(b) Additional Capital Contribution by Members. Each Member shall be required to make additional contributions to the Company as set forth below, as contained in Article 8 of the Operating Agreement or as otherwise expressly agreed upon by all Members in writing.

(1) Each Member shall be responsible to pay closing costs in proportion to their respective percentage interest in the Company as set forth in Exhibit "A" or otherwise so modified.

(2) Each member shall also be responsible for the payment on the Debt of the Property (including, but not limited to principal, interest, taxes, insurance and assessments) in proportion to their respective percentage interest in the Company as set forth in Exhibit "A" or otherwise so modified.

(c) Failure to Make Debt Payments: Default. If any Member is unable to make any payment on the Debt, (hereinafter "Non-Paying Member") the remaining Members (in proportion to their percentage interest in the Company or as otherwise agreed) have the option to pay said Debt payment to avoid default on the Debt. Non-Paying Member will have fifteen (15) days to repay the arrearage without penalty. However, if the Non-Paying Member does not repay the arrearage within fifteen (15) days, said Member will owe 15% percent interest per annum to the Member paying the arrearage in accordance with the terms below, plus a liquidated penalty of 1% per month, based upon a per diem basis, of their then remaining percentage interest in the Company.

(1) In addition, the Member(s) who made the arrearage payment is (are) entitled to increase their percentage interest in the Company by the proportionate share of their contribution to the arrearage; and the Non-Paying Member's interest in the Company will be reduced proportionately.

(2) The Non-Paying Member will have eighty-nine (89) days to

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repay the arrearage and the full aforementioned interest and penalty payment. If the arrearage is repaid (with interest and penalty) then said Non-Paying Member is entitled to return of his/her/its proportionate share. The interest and penalty payment can be retained or put back into the Company operations at the discretion of the reimbursed Member(s).

(3) In the event a Non-Paying Member remains in arrearage on his/her/its monthly payment of the Debt on the Property for ninety (90) days, their option to repay the Debt is terminated.

(4) At the end of ninety (90) days, the Members, excluding the Non-Paying Member, has or have an option to purchase the Non-Paying Member's remaining percentage Interest in the Company, less reductions for interest and penalty payments listed in 2.1(c) (hereinafter "Purchase Option").

(5) The purchase price for the Interest of the Non-Paying Member will be based upon the value of the Non-Paying Member's remaining proportionate capital contribution in the Company after deduction of interest and penalties. In addition, the then current Members each have a right to exercise the Purchase Option of the Non-Paying Member's interest in proportion to their percentage Interest in the Company. In the event that some or all Members do not exercise their Purchase Option of the Non-Paying Member's interest in the Company, the Managing Members are authorized to structure the disposition of the Non-Paying Member's Interest in the best interests of the Company.

(d) Return of Contributions; No Right to Withdraw Capital. Except as set forth in Article 3 and 8, each Member shall look solely to the assets of the Company for return of such Member's capital contributions and, if the assets of the Company are insufficient to return such capital contributions, such Member shall have no recourse against any other Member for that purpose. No Member may withdraw any part of its capital contribution or receive any distributions from the Company except in compliance with Section 3.8 and 8.6.

(e) Loans to Company. No Member shall lend or advance money to or for the Company's benefit without the written approval of all the Managing Members. If any Member, with the written consent of all of the Managing Members, lends money to the Company in addition to its contribution to the Company capital, the loan shall be a debt of the Company to that Member, and shall bear a market rate of interest to be approved in writing by the Managing Members. The liability shall not be regarded as an increase of the lending Member's capital, and it shall not entitle it to any increased share of the Company's net income, distributions or voting rights.

### ARTICLE 3

#### PROFITS AND LOSSES; DISTRIBUTIONS; DRAWING ACCOUNTS

3.1 Interest in Profits and Losses. The Company's profits and losses

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shall be allocated in proportion to the percentage Interest of each Member as set forth in Exhibit "A".

3.2 Determination of Net Income and Net Losses. The Company's profits or losses for each fiscal year shall be determined as soon as practicable after the close of that fiscal year in accordance with Section 1.10(h).

3.3 Transfer of Company Interest. In the event a Member transfers all or part of such Member's interest in the Company pursuant to Article 7, the net profit or net loss of the Company allocable to the interest so transferred shall be prorated between the transferor and the transferee for the fiscal year in which such transfer occurs in accordance with the number of days during such fiscal year that each owned such interest.

3.4 Tax Status, Allocations and Reports.

(a) Unless otherwise agreed upon by the Members, the Company shall, for tax purposes, utilize the method of depreciation which will result in the greatest amount of deduction in each year.

(b) The Managing Members shall prepare, or cause to be prepared all tax returns which must be filed on behalf of the Company with any taxing authority and make timely filing thereof. The cost thereof shall be borne by the Company.

(c) Except as otherwise set forth in Section 3.2, for accounting and federal income and state tax purposes, all income, deductions, credits, gains and losses of the Company shall be allocated among the Members in proportion to their percentage Interest in the Company. Any item stipulated to be a Company expense under the terms of this Agreement, or which would be so treated in accordance with generally accepted accounting principles, shall be treated as a Company expense for all purposes hereunder, whether or not such item is deductible for purposes of computing net income for federal income tax purposes.

(d) In the event that the Company has taxable income that is characterized as ordinary income under the recapture provisions of the Code, each Member's distributive share of taxable gain or loss from the sale of Company assets (to the extent possible) shall include a proportionate share of this recaptured income equal to the Member's share of prior cumulative depreciation deductions with respect to the assets which gave rise to the recapture income.

3.5 Tax Allocations: Code Section 704(c). In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company in accordance with Section 1.10(j) hereof.

In the event the Gross Asset Value of any Company asset is adjusted

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pursuant to Section 1.10(j) hereof, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder.

Any elections or other decisions relating to such allocations shall be made by the Managing Members majority vote in any manner that reasonably reflect the purpose and intention of this Agreement. Allocations pursuant to this Section 3.6 are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profits, Losses, other items or distributions pursuant to any provision of this Agreement.

**3.6 Company Expenses.** All legal fees, accounting, architectural, engineering, consulting and other similar fees and expenses reasonably incurred in connection with the organization and operation of the Company shall be deemed Company expenses and shall be reimbursed out of Company funds when such expenses and fees have been approved by the Managing Members.

**3.7 Cash Distribution to Members.**

(a) Except as provided in Article 8 hereof, Net Cash From Operations and Net Cash From Sales of the subject Property, or any portion thereof as the Managing Member shall determine, or Refinancings for each fiscal year, if any, shall be distributed, at such times as the Managing Members, by majority consent, shall determine, but in no event less frequently than annually, in the following order of priorities:

(1) First to repay, in full, the entire Debt on the Property. However, the Managing Members reserve the right to repay a portion of the Debt and distribute remaining proceeds from any sale of any portion of the Property in accordance with 3.7(a)(3).

(2) Next to pay any creditors or expenses of the Company, including but not limited to costs, fees and charges for further enhancement of the Property, in preparation for the sale of any portion of said Property.

(3) Next to repay capital contributions of each Member in proportion to each Member's percentage interest in the Company, until paid in full.

(4) Next to the Members in amounts equal to their proportionate interest in the Company.

**3.8 Acquisition Fee** RAY KOROGHLI, STAR LIVING TRUST and GHOLAMREZA ZANDIAN JAZI shall be entitled to a fee (the Acquisition Fee") for their effort in assembling this purchase or lease of the Property and for the management of the Company as provided in this Operating Agreement. The total

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Acquisition Fee shall be paid in an amount equal to (50%) of the total net profit from sale, lease of the property or joint venture with user developer. "Net profit means any income over and above purchase price less interest payment, property taxes, legal fees and commission.

3.9 Brokerage Commissions for Resale of Property. It is agreed that the property shall be listed through Net Work Realty, licensed real estate agents, for a total commission equal to total of (6%) which could be shared with outside broker in case of co-op.

#### ARTICLE 4.

##### LIMITED LIABILITY COMPANY ACCOUNTING

4.1 Fiscal Year; Accounting Method. The Company's fiscal year shall be from January 1 to December 31, and income or losses shall be reported on a cash basis for tax purposes.

##### 4.2 Company Books.

(a) Proper and complete books of account of the Company business shall be kept at the Company's principal place of business or such other place as the Managing Members shall designate. The books of account shall be maintained on a cash basis in accordance with generally accepted accounting principles, consistently applied, and shall show all items of income and expense.

(b) Each Member, at its sole cost and expense, shall have the right at all times during usual business hours to audit, examine and make copies of or extracts from the Company's books of account. Such right may be exercised through any agent or employee of such Member designated by that Member or by an independent certified public accountant designated by such Member. The Member exercising such right shall bear all expenses incurred in any such examination made on the Member's behalf.

4.3 Capital Accounts. An individual capital account shall be maintained for each Member, and the balance of said account shall be determined in accordance with Section 1.10 (k) above. In the event any interest in the Company is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent that such Capital Account related to the transferred interest.

4.4 Bank Accounts. Funds of the Company shall be deposited in a Company account or accounts in the bank or banks approved by the Managing Member. Withdrawals from such bank accounts shall be made only upon the signature of Managing Member. No withdrawals shall be allowed without the signature required by this Section.

4.5 Annual Report. Within ninety (90) days after the end of each

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fiscal year of the Company or within such longer period as is reasonably necessary, the Managing Members shall make available to each Member an annual report. This report shall consist of at least (i) a copy of the Company's federal income tax returns for that fiscal year, and (ii) any additional information that the Members may require for the preparation of their federal and state income tax returns.

## ARTICLE 5

### ADMINISTRATION OF LIMITED LIABILITY COMPANY BUSINESS

5.1 Management Rights. All business and affairs of the Company shall be managed by the Managing Member. The consent of Managing Member shall be required on all matters relating to the management or operation of the Company. The Managing Member shall direct, manage, and control the Company to the best of their ability and shall have full and complete authority, power and discretion to make any and all decisions and to do any and all things that the Managing Member shall deem to be reasonably required to accomplish the business and objectives of the Company.

5.2 Original Managing Member. RAY KOROGHLI, STAR LIVING TRUST and GHOLAMREZA ZANDIAN JAZI shall be the Managing Member and shall serve until their resignation.

5.3 Authority of Managing Member. The Managing Member shall have the authority to manage the day-to-day operations and affairs of the Company and to make decisions regarding the business of the Company. Any action taken by the Managing Member shall constitute the act of and serve to bind the Company. In dealing with the Managing Member acting on behalf of the Company, no person shall be required to inquire into the authority of the Managing Member to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of the Managing Member as set forth in this Agreement.

5.4 Election. Any succeeding Managing Member of the Company shall be chosen by a simple majority of the current Members every TWENTY-FIVE (25) years.

5.5 Powers of Managing Member. The powers of the Managing Member shall include, but shall not be limited to, the power to:

(a) Create, by grant or otherwise, easements and servitude's relating to the Company's property.

(b) Employ and dismiss from employment any and all employees, agents, independent contractors, real estate managers, brokers, attorneys, and accountants.

(c) To let or lease all or any portion of any Company property for any purpose and without limit as to the term thereof, whether or not that term (including renewal terms) shall extend beyond the date of

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termination of the Company and whether or not the portion so leased is to be occupied by the lessee or, in turn, subleased in whole or in part to others.

(d) Construct, alter, improve, repair, raze, replace, or rebuild any property.

(e) To require Members to subordinate any interest that they may hold in Contributed Capital according to the terms, conditions and complete discretion of the Managing Member.

(f) Obtain replacements of any construction financing relating in any way to the property owned by the Company, and to repay in whole or in part, refinance, recast, modify, consolidate, or extend any construction financing, affecting such property.

(g) Operate, maintain, finance, improve, construct, own, grant options with respect to, sell, convey, assign, mortgage, and lease any real estate or any personal property necessary, convenient or incidental to the accomplishment of the purposes of the Company.

(h) Execute any and all agreements, contracts, documents, certifications, and instruments necessary or convenient in connection with managing the affairs of the Company.

(i) Borrow funds and issue evidences of indebtedness necessary, convenient, or incidental to the accomplishment of the purposes of the Company, and secure the same by mortgage, pledge, or other lien on any property of the Company. However, such encumbrances may not have the effect of providing recourse against **RAY KOROGHLI, STAR LIVING TRUST and GHOLAMREZA ZANDIAN JAZI** in any manner whatsoever.

(j) Institute, prosecute, defend, settle, compromise and dismiss lawsuits or other judicial or administrative proceedings brought on or in behalf of, or against, the Company or the Members in connection with activities arising out of, connected with, or incidental to this Agreement, and to engage counsel or other advisors in connection therewith.

(k) Take such action on behalf of the Company as may be necessary to acquire real or personal property for the Company as the Members deem advisable or beneficial to the purposes and goals of the Company.

(l) Be reimbursed for all expenses incurred in conducting the Company business, all taxes paid by the Managing Member in connection with the Company business, and all costs associated with the development, organization, and initial operation of the Company.

(m) Deposit Company funds in an account or accounts to be established in such financial institutions (including any state or federally chartered bank or savings and loan association), and authorize withdrawals of those funds by such persons, at such time, and in those amounts, as the Managing Members may designate.

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(n) Place record title to any property in the name of the Company or in the name of a nominee or a trustee for the purpose of construction financing or any other convenience or benefit of the Company.

(o) Cause the Company to carry such indemnification insurance on the Company, the Members and any other persons entitled to indemnification by the Company.

(p) Keep, or cause to be kept, full and accurate records of all transactions of the Company.

(q) Prepare, or cause to be prepared, all tax returns and reports for the Company and, in connection therewith, make any tax elections that the Members deem advisable, including but not limited to the election referred to in Section 754 of the Code, and act as "tax matters Partner" for the Company, within the meaning of Sections 6221 through 6232 of the Code.

(r) Prepare, or cause to be prepared, and deliver to each Member reports and other information required by this Agreement, and such other information as in the judgment of the Managing Member shall be reasonably necessary for the Members to be advised of the results of operations of the Company.

(s) Execute, acknowledge, and deliver any and all instruments to effectuate any and all of the foregoing.

(t) Undertake any other activity that the Managing Members deem necessary, in their discretion, to benefit the Company.

5.6 Responsibility for Books and Records. Proper and complete records and books of account shall be kept by the Managing Member in which shall be entered fully and accurately all transactions and other matters relative to the Company's business as are usually entered into records and books of account maintained by persons engaged in businesses of a like character. The Company books and records shall be prepared in accordance with generally accepted accounting practices, consistently applied, and shall be kept on the cash basis. The books and records shall at all times be maintained at the office of RAY KOROGHLI, resident agent, and shall be open to the inspection and examination of the Members or their duly authorized representatives as provided in Section 1.6.

5.7 Reports to Members. As soon as is practicable in the particular case, the Managing Members shall, upon request, deliver to every other Member:

(a) Such information concerning the Company after the end of each fiscal year as shall be necessary for the preparation by such a Member of his income or other tax returns.

(b) An unaudited statement prepared by the Managing Member

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setting forth, as of the end of and for each fiscal year, a profit and loss statement and a balance sheet of the Company and a statement showing the amounts allocated to or against each Interest during that year.

(c) If feasible, on or before January 30 of each year, a statement setting forth projected Taxable Income or Tax Losses to be generated by the Company for the fiscal year.

(d) Other information as in the judgment of the Managing Members shall be reasonably necessary for the other Members to be advised of the results of operations of the Company.

**5.8 Additional Reports.** The Managing Member may prepare and deliver to the Members from time to time during each fiscal year, in connection with distributions or otherwise, unaudited statements showing the results of operations of the Company to the date of that statement.

**5.9 Time to be Devoted to Business.** The Managing Member shall devote such time to the Company's business as is necessary to manage and supervise the Company's business and affairs in an efficient manner. Nothing in this Agreement shall preclude the employment, at the expense of the Company, of any agent or third party to manage or provide other services with respect to the Company's property or administrative business, subject to the control of the Managing Members.

**5.10 Limits on Powers of Managing Member.** Anything in this Agreement to the contrary notwithstanding, the Managing Members shall not, without an affirmative vote of the Members holding a majority of the Company interests (i.e. 90% or more), cause or permit the Company to:

(a) Commingle the Company's funds with those of any other person, or employ or permit another to employ those funds or assets in any manner except for the exclusive benefit of the Company (except to the extent that funds are temporarily retained by agents of the Company).

(b) Do any act which would make it impossible to carry on the ordinary business of the Company.

**5.11 Authority to Pay Certain Fees and Expenses.** The Members hereby acknowledge that in certain instances there may be certain circumstances that make it appropriate for the Company to contract for the performance of services or the purchase, sale or other disposition of goods or other property, by or with some other party or entity related to or affiliated with the Members, or any one of them, or with respect to any entity to which the Members or any one of them may have a direct or indirect ownership or controlling interest; however, in each such instance:

(a) Any such services, goods or property obtained from any such person or entity shall be on terms no less favorable to the Company than those reasonably available from third parties, or

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(b) A Member shall be reimbursed by the Company for the reasonable out-of-pocket expenses incurred by such Member on behalf of the Company in connection with the Company's business and affairs upon presentment of proper receipts and invoices and approved by the Managing Member. However, no Member shall be entitled for reimbursement by the Company for meals, travel, transportation and entertainment.

#### ARTICLE 6

##### ROLE AND LIABILITY OF MEMBERS

6.1 Liability of Members. No Member shall have any personal liability whatsoever to the creditors of the Company for the debts of the Company or any losses beyond their Capital Contribution except as set forth in Article 3.

In accordance with Nevada law, a Member may, under certain circumstances, be required to return to the Company, for the benefit of Company creditors, amounts previously distributed to it as a return of capital. For purposes of this paragraph, the Members intend that no distribution to any Member of Net Cash From Operations or Net Cash From Sales or Refinancings shall be deemed a return or withdrawal of capital, even if such distribution represents, for federal income tax purposes or otherwise (in whole or in part), a return of capital, and that no Member shall be obligated to pay any such amount to or for the account of the Company or any creditor of the Company.

#### ARTICLE 7

##### SALE OR TRANSFER OF A LIMITED LIABILITY COMPANY INTEREST

7.1 Restriction on Transfer. No Member shall sell, exchange, assign, pledge, give, or otherwise transfer or encumber in any manner or by any means whatsoever, all or part of such Member's Interest in the Company, without obtaining the prior written consent of the Managing Member.

(a) Upon the Managing Member consent, each Member shall have an equal right of first refusal to purchase the transferring Member's interest in proportion to the purchasing Member's then percentage interest ownership in the Company subject to Paragraph 7.5. In the event some or all Members do not exercise their right of first refusal, the Managing Members are authorized to structure the transfer in the best interest of the Company.

(b) Upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or upon the occurrence of any other event which terminates the continued Membership of a Member of the Company the Company shall immediately dissolve unless all remaining Members vote to continue the Company without dissolution. Beneficiaries of the Managing Members will be herein named, and equal percent to that of Managing Member of the Company will be automatically be transferred to beneficiaries of said Managing Member. (see Exhibit B)

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7.2 Rights of Transferee. If the Managing Member do not approve of the proposed transfer or assignment by majority written consent, the transferee of the Member's interest has no right to participate in the management of the business and affairs of the Company or to become a Member, and has no right to vote on any matters considered by the Company. The transferee of the Member's Interest is only entitled to receive the percentage share of profits or other compensation by way of income, and the return of contributions, to which the Member who has transferred his interest previously would have otherwise been entitled to under this Operating Agreement.

7.3 Tax Opinion. The transferor of any Interest shall provide an opinion of counsel, satisfactory to the Members, that the proposed assignment, transfer or sale would not cause the termination of the Company for federal income tax purposes.

7.4 Registration. If any Interest is to be assigned, transferred or sold, either (i) such Interest shall be registered under the Securities Act of 1933, as amended, and any applicable state securities laws, or (ii) the transferor shall provide an opinion of counsel that the proposed assignment, transfer or sale is exempt from such registration requirements, which opinion shall not be deemed provided unless and until it is accepted by the Members. The Company and the Members have no obligation or intention whatsoever either to register Interest for resale under any federal or state securities laws or to take any action which would make available to any person any exemption for the registration requirements of such laws.

7.5 Right of First Refusal. In addition to the other limitations and restrictions set forth herein, no Member may sell all or any portion of his Interests unless such Member (the "Selling Member") has first (i) given written notice to the other Members and the Company of his intention to sell all or a portion of such Interest (that which is intended to be sold is hereinafter called the "Subject Interest") and (ii) offered to sell the Subject Interest to the other Members at a price no greater, and on terms and conditions no less favorable to the purchaser, than specified in a bona fide written offer received by the Selling Member from a third party.

(a) After the approval of the sale of the Subject Interest by the Managing Members, if the remaining Members do not exercise their right of first refusal, the Selling Member has the right to sell the Subject Interest at the same price offered to the Members. However, if the Member transferring his Interest attempts to sell the Interest to a third party at a price less than previously offered to the Members, the Members right of first refusal revives and they again have the first option to purchase the Subject Interest at the reduced offering price.

(b) In conformance with 7.1(a) within thirty (30) days after such notice is given by the Selling Member any of the other Members may elect to purchase the Subject Interest in conformance with 7.1(a) from the Selling Member at the price and upon the terms and conditions set forth in the Selling Member's offer. If the other Members do not give the Selling Member

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notice of their election to purchase the Subject Interest within such thirty (30) day period, the Selling Member, at any time within three (3) months after the end of such thirty (30) day period, may, subject to the other provisions of this Section 7.5 sell the Subject Interest to the person and for a purchase price not less, and on terms and conditions not more favorable to the purchaser, than specified in such third party offer.

**7.6 Substituted Member.** No assignee or transferee of the whole or any portion of a Member's interest in the Company shall have the right to become a substituted Member in place of his assignor unless all of the Managing Members approve in writing such proposed transfer or assignment.

The substituted Member has all the rights and powers and is subject to all the restrictions and liabilities of his Transferor, except that substitution of the Transferee does not release the Transferor from liability to the Company.

**7.7 Admission of New Members.** Any new Member who may be admitted to the Company shall be required to execute a counterpart copy of the Agreement, as amended, pursuant to which such new Member agrees to be bound by the provisions of the Agreement, as amended.

## ARTICLE 8

### DURATION OF BUSINESS; DISSOLUTION

**8.1 Duration.** The Company shall continue until the first of any of the following ("liquidating events") at which time the Company shall dissolve and commence winding up and liquidating:

(a) Thirty (30) years from the date the Articles of Organization were filed with the Nevada Secretary of State's Office;

(b) Written consent of majority Managing Members;

(c) The happening of any other event that makes it unlawful, impossible or impractical to carry on the business of the Company; or

(d) The entry of a decree of judicial dissolution pursuant to N.R.S. § 86.511.

**8.2 Termination of Company.** The Company shall be terminated by the death, insanity, bankruptcy, withdrawal or expulsion of any Member, by the assignment by any Member of his interest, by the admission of a new Member, unless the remaining Managing Members specifically consent in writing to the continuation of the Company. The Managing Members shall have ninety (90) days from the occurrence of any event listed in this Section 8.2 to decide whether or not to continue the Company without dissolution. The majority consent of the remaining Members in writing is required to continue the Company. Unless all Managing Members specifically consent in writing to the continuation of the Company within the ninety (90) day period the Company

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shall remain terminated.

**8.3 Dissolution of Company.** The Company shall also be dissolved upon the occurrence of any of the following events:

(a) The written consent or affirmative vote to dissolve the Company by all Managing Members.

(b) The disposition or sale of all interest in Company assets.

(c) The expiration of the time period set forth in Section 1.8.

**8.4 Distribution Upon Termination.** In the event of dissolution and final termination, the Managing Members shall wind up the affairs of the Company, shall sell all the Company assets as promptly as is consistent with obtaining, insofar as possible, the fair value thereof, and after paying all liabilities, and including all costs of dissolution, and subject to the right of the Managing Members to set up cash reserves to meet short-term Company liabilities and other liabilities or obligations of the Company, shall distribute the remainder ratably to the Members pursuant to Sections 8.5, 8.6 and the other relevant provisions of this Agreement.

**8.5 Procedure Upon Dissolution.** On any dissolution and termination of the Company under this Agreement or applicable law, except as otherwise provided in this Agreement, the continuing operation of the Company's business shall be confined to those activities reasonably necessary to wind up the Company's affairs, discharge its obligations, and either liquidate the Company's assets and deliver the proceeds of liquidation or preserve and distribute its assets in kind promptly on dissolution. A notice of dissolution shall be published under applicable Nevada law, or as otherwise appropriate.

**8.6 Winding Up of The Company/Distribution Upon Dissolution.** Upon the dissolution of the Company, the proceeds from the liquidation of the assets of the Company and collection of the receivable of the Company, together with the assets distributed in kind, to the extent sufficient therefore, shall be applied and distributed in the following order of priority:

(a) First to creditors, including Members who are creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Company other than liabilities for distributions to which Members are entitled or to which Members may become entitled under the provisions of this Agreement.

(b) Next to the establishment of any reserves which the party or parties winding up the affairs of the Company may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company or of the Manager Members arising out of or in connection with the Company.

(c) Next to Members and former Members in satisfaction of

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liabilities for distributions to which they were entitled prior to dissolution under the provisions of this Operating Agreement.

(d) Next to the Members then having positive capital account balances in the ratio of and up to the amount of their positive capital account balances.

(e) Next to Members in a percentage equal to their proportionate percentage of ownership in the Company.

**8.7 Deficit Capital Accounts.** If any Member has a deficit balance in its Capital Account at the time of the liquidation of the Company or the liquidation of his interest in the Company (after crediting allocations of income and debiting allocations of loss to his Capital Account), the Member must pay to the Company the amount of the deficit balance in proportion to his/her/its percentage interest in the Company. This amount, upon the liquidation of the Company, shall be paid to the creditors of the Company or distributed to the other Members in accordance with the positive Capital Account balances in accordance with Section 1.704-1(b)(2)(ii)(b)(3) of the Treasury Regulations.

This payment must be made in readily available funds. This payment must be made no later than the end of the taxable year of the liquidation of its interest in the Company (or, if later, within thirty (30) days after the date of the liquidation).

For the purposes of this Section 8.7.

(a) The term "liquidation" is used in the sense of Section 1.704-1(b)(2)(ii)(g) of the Treasury Regulations.

(b) The liquidated Member's Capital Account shall be determined after taking into account all Capital Account adjustments for the Company's taxable year during which the liquidation occurs.

The Members intend that the provision set forth in this Section 8.7 will constitute an unconditional obligation to restore deficit Capital Account as described in Section 1.704-1(b)(2)(i)(b)(3) of the Treasury Regulations. The Regulations shall control in the case of any conflict between those Regulations and this Section 8.7.

**8.8 Deemed Distribution and Re-contribution.** Notwithstanding any other provision of this Article 8, in the event the Company is liquidated within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g) but no Liquidating Event has occurred, the Property shall not be liquidated, the Company's liability shall not be paid or discharged, and the Company's affairs shall not be wound up. Instead, solely for federal income tax purposes, the Company shall be deemed to have distributed the Property in kind to the Members, who shall be deemed to have assumed and taken subject to all Company liabilities, all in accordance with their respective Capital Accounts and if any Member's Capital Account has a deficit balance (after

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giving effect to all contributions, distributions, and allocations for all fiscal years, including the fiscal year during which such liquidation occurs), such Member shall contribute to the capital of the Company in an amount necessary to restore such deficit balance to zero in compliance with Regulations Section 1.704-1(b)(2)(ii)(b)(3). Immediately thereafter, the Members shall be deemed to have re-contributed the Property in kind to the Company, which shall be deemed to have assumed and taken subject to all such liabilities.

**8.9 Gains or Losses in Process of Liquidation.** Any gain or loss on disposition of Company properties in the process of liquidation shall be credited or charged to the Members in the proportions of their interests in profits or losses as determined under Article 3. Any property distributed in kind in the liquidation shall be valued and treated as though the property were sold and the cash proceeds were distributed. The difference between the value of property distributed in kind and its book value shall be treated as a gain or loss on sale of the property and shall be credited or charged to the Members in the proportions of their interests in profits and losses as specified in Article 3, subject, however, to any allocation of gain or loss which may otherwise be required under the Internal Revenue Code of 1986, as amended.

**8.10 Rights and Liabilities of Members.** Except as otherwise provided in this Agreement:

(a) Each Member shall look solely to the assets of the Company for the return of its Capital Contributions and shall have no right or power to demand or receive property other than cash from the Company.

(b) No Member shall have priority over any other Member as to the return of its Capital Contribution, distributions, or allocations except as provided in 3.8.

## ARTICLE 9

### MEETINGS AND MEANS OF VOTING

**9.1 Regular Meetings.** The Managing Members may, by resolution, prescribe the time and place for the holding of regular meetings and may provide that the adoption of such resolution shall constitute notice of such regular meetings. If the Managing Members do not prescribe the time and place for the holdings of regular meetings, such regular meetings shall not be held.

**9.2 Special Meetings.** Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by any of the Managing Members.

**9.3 Notice of Meeting.** Written or telephonic notice stating the place, day and hour of the meeting and, in the case of a special meeting,

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the purposes for which the meeting is called shall be delivered not less than three (3) days before the date of the meeting, either personally or by mail, by or at the direction of any Managing Member, to each Member of record entitled to vote at such meeting, if mailed, such notice shall be deemed to be delivered when deposited in the United States Mail, addressed to the Member at his address as it appears on the books of the Company, with postage thereon prepaid. When all the Members of the Company are present at any meeting, or if those not present sign in writing a waiver of notice of such meeting, or subsequently ratify all the proceedings thereof, the transactions of such meeting are valid as if the meeting were formally called and notice had been given.

**9.4 Quorum.** At any meeting of the Members, majority consent of Members is required to conduct any business. All Members must be present to constitute a quorum. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

**9.5 Proxies.** At all meetings of the Members, a Member may vote by Proxy executed in writing by the Member or his duly authorized attorney-in-fact. Such Proxy shall be filed with the other Members of the Company before or at the time of the meeting. No Proxy shall be valid after three (3) months from date of execution, unless otherwise provided in the Proxy.

**9.6 Telephonic Meeting.** Members of the Company may participate in any meeting of the Members by means of conference telephone or other similar communication if all persons participating in such meeting can hear one another for the entire discussion of the matter(s) to be voted upon. Participating in a meeting pursuant to this Section 10.7 shall constitute presence in person at such meeting.

## ARTICLE 10

**10.1 Indemnification.** Each Member shall indemnify and hold harmless the Company and the other Members from any and all expenses and liability resulting from or arising out of any negligence, misconduct, or breach of any provision of this Agreement by such Member or its agents or employees to the extent that the amount of such expense or liability exceeds the applicable insurance received by the Company. The Company shall promptly indemnify each Member for payments reasonably made and personal liabilities reasonably incurred by him in the ordinary conduct of Company business, or for the preservation of its business or property as more fully described in the Articles of Organization.

**10.2 Arbitration.** If any dispute shall arise between the Managing Members or Members hereto, such dispute is to be settled by arbitration. Any Managing Member hereto may serve upon the other party a written notice demanding that the dispute be resolved by arbitration. Said arbitrator shall be sworn faithfully and fairly to determine the question at issue. The arbitrator shall afford to the parties a hearing and the right to submit evidence, with the privilege of cross-examination, on the question at issue,

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and shall, with all possible speed, make his determination in writing and shall give notice to the parties hereto such determination. The prevailing party or parties in such proceeding shall be entitled to recover from the losing party or parties its or their reasonable arbitration fees or costs, if any. Any award by the arbitrator shall be submitted to a court of competent jurisdiction. An order of such court shall be entered in accordance with the arbitrator's award and no party shall be entitled to appeal the arbitration award by trial de novo or otherwise.

The foregoing shall not limit the right of any party to seek injunctive relief.

**10.3 Amendments.** This Agreement may be amended at any time, only by the written agreement of majority Managing Members.

**10.4 Notices.** Any written notice to any of the Members required or permitted under this Agreement shall be deemed to have been duly given on the date of service, if served personally on the party to whom notice is to be given, or on the second day after mailing, if mailed to the party to whom notice is to be given, by registered or certified mail, postage prepaid and addressed to the party at its last known address. Notices to the Company shall be similarly given, and addressed to it at its principal place of business.

**10.5 Governing Law.** This Agreement is intended to be performed in the State of Nevada and the laws of that State shall govern its interpretation and effect.

**10.6 Severability.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

**10.7 Entire Agreement.** This Agreement contains the entire agreement of the Members relating to the rights granted and obligations assumed under this Agreement. Any oral representations or modifications concerning this Agreement shall be of no force or effect unless contained in a subsequent written modification or amendment signed by all majority Managing Members.

**10.8 Binding Effect.** Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Members and their respective heirs, legatees, legal representatives, successors, transferees, and assigns.

**10.9 Contract Construction.** Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Member.

**10.10 Time.** Time is of the essence with respect to this Agreement.

**10.11 Headings.** Section and other headings, contained in this

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Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

10.12 Incorporation by Reference. Every exhibit, schedule and other appendix attached to this Agreement and referred to herein is hereby incorporated in this Agreement by reference.

10.13 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

10.14 Waiver of Action for Partition. Each of the Members waives any right that they may have to maintain any action for partition with respect to any portion of the Property.

10.15 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the Members had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

10.16 Further Documents. Each Member agrees to perform any further acts and to execute and deliver any further documents reasonably necessary or proper to carry out the intent of this Agreement.

10.17 Attorneys' Fees. Notwithstanding the provisions set forth in Section 11.2. If any action is instituted to enforce the provisions of this Agreement, the prevailing party or parties in such action shall be entitled to recover from the losing party or parties its or their reasonable attorneys' fees and costs as set by the Arbitrator or the Court.

10.18 Elections Made by Company. All elections required or permitted to be made by the Company under the Internal Revenue Code shall be made by the Members in such manner as will in their judgment be most advantageous to a majority in interest of the Members.

Ray Koroghli  
RAY KOROGHLI

STAR TRUST  
STAR LIVING TRUST  
(FRED SADRI)

Rosa Zandean

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*Rau Hanayhi*  
(Managing Member)

~~SECRET~~  
(Managing Member)

*Gholamreza Landian Jazi*  
(Managing Member)

*Big Spring Ranch L.L.C.*

GHOLAMREZA LANDIAN JAZI  
(Managing Member)

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I acknowledge that I have read the foregoing Operating Agreement, understand its contents and provisions, and approve same this 1ST day of October 2003.

*Ray Koroghli*  
RAY KOROGHLI  
(Managing Member)

STAR TRUST  
STAR LIVING TRUST  
FRED SADRI  
(Managing Member)

*Big Spring Ranch LLC*  
GHOLAMREZA ZANDIAN JAZI  
(Managing Member)

"EXHIBIT" B

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# Exhibit “3”

**Sale and Assignment of Interest Agreement**

**WENDOVER PROJECT, LLC,**

- 1. Sale and Assignment**
- 2. Acceptance**
- 3. Purchase Price and Payment**
  - 3.1 Purchase Price**
- 4. Seller's Representations and Warranties**
  - 4.1 Organization**
  - 4.2 Authority and Binding Effect**
  - 4.3 Ownership of Interest and Right to Transfer**
  - 4.4 Status of Company**
  - 4.5 Financial Statements**
  - 4.6 Adverse Changes**
  - 4.7 Liabilities**
  - 4.8 Tax Returns**
  - 4.9 Assets**
  - 4.10 Compliance with Law**
  - 4.11 Actions and Suits**
  - 4.12 Obligations and Contracts**
  - 4.13 Complete Disclosures**
- 5. Investment Intent**
- 6. Consent**
  - 6.1 Consent to Transfer**
  - 6.2. Consent Under Security Agreement**
- 7. Miscellaneous**
  - 7.1 Binding Effect**
  - 7.2 Notice**
  - 7.3 Litigation Expense**
  - 7.4 Governing Law**
  - 7.5 Entire Agreement**
  - 7.6 Authority**

**DATE:** October 20, 2006

**PARTIES:** GHOLAMREZA ZANDIAN JAZI aka ZANDIAN JAZI  
and NILOFAAR F. ZANDIAN (collectively, "Seller")

RAY KOROGHLI, individually, FARIBORZ FRED SADRI,  
individually and as Trustee of the Star Living Trust (collectively  
"Purchaser")

Elias Abrishami  
Elias Abrishami, Trustee for the Elias Abrishami and Minoo  
H. Abrishami Living Trust dated February 5, 2004  
Rafi Abrishami  
Farnaz Abrishami Darvish, Trustee for the Survivor's Trust  
of Darvish Family Trust  
Behruz Gabbai and Katherine Morovati Gabbai, Trustees  
of the Gabbai Family Trust dated 6/8/1990  
Kamran Behnam and Fariba Keshebrim as Joint Tenants  
N.T.T., a California Partnership  
Mousa Joseph Yamini  
Alan Aji Stak Fakheri

### Recitals

A. The Seller, Purchaser and the Other Owners are all of the Members of Big Springs Ranch, LLC, a Nevada limited liability company ("Company"). The Company operates under an Operating Agreement (the "Ownership Agreement").

B. The Seller is the owner of a 16.666 percent (16.666%) interest in the profits and losses of the Company and claims a \$1,000,000.00 interest in the capital account. The Seller also claims further interests in the Company as follows:

- (i) any right, title or interest in 500 shares of Shipyard K. Damen stock purportedly exchanged for a \$3,000,000.00 discount for the acquisition;
- (ii) any other interests

The Seller is specifically identifying all interests held or claimed by Seller, directly or indirectly (collectively, the "Ownership Interest").

C. The Seller desires to transfer the Ownership Interest to the Purchaser.

D. The Other Owners have been made a party to this Agreement solely for the purpose of evidencing their approval of the form of this Agreement and consent to the transfer to Purchaser.

## **1. Sale and Assignment**

The Seller hereby assigns and transfers to the Purchaser all of Seller's Ownership Interest in the Company. This assignment includes all of the interest of the Seller in the Company, including a right to share in 16.666 percent (16.666%) of the profits and losses of the Company and all other rights of the Seller in the capital of the Company or otherwise whether or not described in the Recitals above.

## **2. Acceptance**

The Purchaser hereby accepts the sale and assignment of the Ownership Interest transferred and agrees to be bound by all of the terms and provisions of the Ownership Agreement.

## **3. Purchase Price and Payment**

### **3.1 Purchase Price**

The consideration for the Ownership Interest being transferred under this Agreement is the payment of cash and the transfer by Purchaser to Seller of unrelated real property located in Washoe County, Nevada.

## **4. Seller's Representations and Warranties**

The Seller represents and warrants to the Purchaser that:

### **4.1 IRS §1445 Compliance**

Internal Revenue Code §1445 provides that a purchaser of an interest in United States real property must withhold tax if the seller is not a United States citizen. To inform the purchaser that the withholding of tax is not required on the disposition of the undersigned seller's interest in the property described on Exhibit "A" attached hereto, GHOLAMREZA ZANDIAN JAZI aka ZANDIAN JAZI being duly sworn, states:

1. I am not a nonresident alien for the purposes of United States income taxation.
2. My United States Social Security Number is: \_\_\_\_\_
3. My home address is: \_\_\_\_\_

I understand that a copy of this affidavit may be given to the Internal Revenue Service by the Purchaser and that any false statement made by me in this Affidavit may be



punished by fine, imprisonment, or both.

---

GHOLAMREZA ZANDIAN JAZI  
aka ZANDIAN JAZI

---

RAY KOROGHLI

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FARIBORZ FRED SADRI

#### **4.2 Authority and Binding Effect**

The Seller has full power and authority to execute and deliver this Agreement and to make the transfer provided in this Agreement, and the execution and delivery of this Agreement has been duly authorized and approved by the Seller and to the extent necessary, Seller's French Bankruptcy Trustee (Liquidation Judiciaire). This Agreement will, when executed and delivered, be a valid and binding obligation of the Seller enforceable in accordance with its terms.

#### **4.3 Ownership of Interest and Right to Transfer**

The Seller is the sole owner of the Ownership Interest being transferred under this Agreement, free and clear of any and all liens or encumbrances, and will defend the same against all claims and demands of all persons. The Seller has a good right to transfer the Ownership Interest to the Purchaser, so long as the Other Owners consent to such transfer as provided in this Agreement. Seller warrants that Seller has obtained any, all and every written consent or approval required by Article 7 of the Company's Operating Agreement.

#### **4.4 Status of Company**

The Company is a Limited Liability Company duly organized, validly existing, and in good standing under the laws of the state of Nevada and has all powers required to own its assets and property and to carry on its business as now owned and conducted. The Company is not licensed or qualified as a foreign limited liability company in any other state, and the character of its properties and the nature of its business do not make such license or qualification necessary. The Operating Agreement is in full force and effect in accordance with its terms and Seller has approved all amendments or modifications.

#### **4.5 Financial Statements**

The balance sheets of the Company as of December 31, 2005 and the income statements

of the Company for the period ended December 31, 2005 (collectively the "Financial Statements") are in accordance with the books and records of the Company, are based upon regularly accepted accounting principles that have been consistently applied, are complete and correct, and fairly present the financial position and results of operation of the Company as of the dates and for the periods indicated.

#### **4.6 Adverse Changes**

There has been no material adverse change in the financial condition of the Company or in the condition of its assets from that reflected in the Financial Statements.

#### **4.7 Liabilities**

Except as reflected or reserved against in the Financial Statements, the Company does not have any material liabilities or obligations of any kind whether accrued, absolute, contingent, or otherwise, and whether or not such liabilities or obligations would have been required to be disclosed on a balance sheet prepared in accordance with generally accepted accounting principles.

#### **4.8 Tax Returns**

The Company has filed all tax returns and reports that it is required to file with the appropriate federal, state, and local government agencies. Such returns and reports are accurate and complete, and the Company has paid in full or has made adequate provisions for all taxes, interest, penalties, assessments, or deficiencies shown to be due on such returns or reports, claimed to be due by any taxing authority, or otherwise due and owing. The Company has made all withholdings of tax required to be made under all applicable federal, state, and local tax regulations. To the best of the knowledge of the Seller, the provisions for property taxes and payroll taxes payable reflected in the Financial Statements are adequate.

#### **4.9 Assets**

The Company has good and marketable title to all of its assets, including all property reflected in the Financial Statements, free and clear of all claims and encumbrances, except any liens for taxes not yet due and payable. The Company either owns or leases from third persons other than the Seller all of the assets related to or used in the conduct of its business, and those assets are adequate for the conduct of such business.

#### **4.10 Compliance with Law**

To the best of the knowledge and belief of the Seller, the Company is not in violation of any applicable law, ordinance, regulation, order, or requirement relating to its operations.

#### **4.11 Actions and Suits**

There are no actions, suits, or proceedings pending or threatened against or affecting the Company at law or in equity or before or by any federal, state, municipal, or other governmental or nongovernmental department, commission, board, bureau, agency, or instrumentality that can reasonably be expected to result in any adverse change in the business, properties, operations, prospects, or assets of the Company or in its condition, financial or otherwise.

#### **4.12 Obligations and Contracts**

The Company is not in default in the payment of any of its obligations and is not in breach of the performance of any contract to which it is a party.

#### **4.13 Complete Disclosures**

To the best of the knowledge and belief of the Seller, neither this Agreement nor any document furnished by Seller to the Purchaser under this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements in this assignment or in such documents not misleading. There is no fact that materially adversely affects, or, to the best of the knowledge and belief of the Seller, in the future may materially adversely affect, the business, operations, or condition (financial or otherwise) of the Company that has not been set forth in this Agreement or in the Financial Statements.

#### **5. Survival of Representations and Warranties**

All warranties and representations made in this Agreement will survive the closing of the transfer of the Ownership Interest being transferred under this Agreement.

#### **6. Consent**

##### **6.1 Consent to Transfer**

The Other Owners hereby consent to the assignment and transfer to the Purchaser of the Ownership Interest being transferred under this Agreement.

#### **7. Miscellaneous**

##### **7.1 Binding Effect**

The provisions of this Agreement are binding upon and will inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties.

## 7.2 Notice

Any notice or other communication required or permitted to be given under this Agreement must be in writing and must be sent by overnight courier (Federal Express, UPS or other), or be mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties as follows:

**Seller:** c/o John Peter Lee, Esq.  
830 Las Vegas Boulevard  
Las Vegas, Nevada 89101

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

Fariborz Fred Sadri  
The Star Living Trust  
2827 S. Monte Cristo  
Las Vegas, Nevada 89117

**Other Owners:**

All notices and other communications will be deemed to be given at the expiration of three days after the date of mailing. The address of a party to which notices or other communications must be mailed may be changed from time to time by giving written notice to the other parties.

## 7.3 Litigation Expense

If any legal proceeding is commenced for the purpose of interpreting or enforcing any provision of this Agreement, including any proceeding in the United States Bankruptcy Court, the prevailing party in such proceeding will be entitled to recover a reasonable attorney's fee in such proceeding, or any appeal thereof, to be set by the court without the necessity of hearing testimony or receiving evidence, in addition to the costs and disbursements allowed by law.

## 7.4 Governing Law

This Agreement will be governed by the law of the state of Nevada

## 7.5 Entire Agreement

This Agreement constitutes the entire agreement between the parties pertaining to its subject matter, and it supersedes all prior and contemporaneous agreements,

representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by all parties.

**7.6 Authority**

Each individual executing this Agreement on behalf of a corporation or other entity warrants that he or she is authorized to do so and that this Agreement will constitute the legally binding obligation of the corporation or other entity that the individual represents.

**SELLER:**

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

\_\_\_\_\_  
NILOFAAR F. ZANDIAN

**PURCHASER:**

\_\_\_\_\_  
RAY KOROGHLI

\_\_\_\_\_  
FARIBORZ FRED SADRI

THE STAR LIVING TRUST

BY \_\_\_\_\_  
FARIBORZ FRED SADRI, Trustee

**OTHER OWNERS:**

\_\_\_\_\_  
ELIAS ABRISHAMI

# Exhibit "4"

## Sale and Assignment of Interest Agreement

### BIG SPRINGS RANCH, LLC,

1. Sale and Assignment
2. Acceptance
3. Purchase Price and Payment
  - 3.1 Purchase Price
4. Seller's Representations and Warranties
  - 4.1 Organization
  - 4.2 Authority and Binding Effect
  - 4.3 Ownership of Interest and Right to Transfer
  - 4.4 Status of Company
  - 4.5 Financial Statements
  - 4.6 Adverse Changes
  - 4.7 Liabilities
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  - 6.2. Consent Under Security Agreement
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  - 7.2 Notice
  - 7.3 Litigation Expense
  - 7.4 Governing Law
  - 7.5 Entire Agreement
  - 7.6 Authority

**DATE:** October 20, 2006

**PARTIES:** GHOLAMREZA ZANDIAN JAZI aka ZANDIAN JAZI  
and NILOFAAR F. ZANDIAN (collectively, "Seller")

RAY KOROGHLI, individually, FARIBORZ FRED SADRI,  
individually and as Trustee of the Star Living Trust (collectively  
"Purchaser")

ELIAS ABRISHAMI ("Other Owner")

### Recitals

A. The Seller, Purchaser and the Other Owner are all of the Members of Big Springs Ranch, LLC, a Nevada limited liability company ("Company"). The Company operates under an Operating Agreement (the "Ownership Agreement").

B. The Seller is the owner of a twenty-five percent (25%) interest in the profits and losses of the Company but none of the capital account. The Seller also claims further interests in the Company as follows:

- (i)
- (ii)

The Seller is specifically identifying all interests held by Seller, directly or indirectly (collectively, the "Ownership Interest").

C. The Seller desires to transfer the Ownership Interest to the Purchaser.

D. The Other Owner has been made a party to this Agreement solely for the purpose of evidencing their approval of the form of this Agreement and consents to the transfer to Purchaser.

### **1. Sale and Assignment**

The Seller hereby assigns and transfers to the Purchaser all of Seller's Ownership Interest in the Company. This assignment includes all of the interest of the Seller in the Company, including a right to share in twenty-five percent (25%) of the profits and losses of the Company and all other rights of the Seller in the capital of the Company or otherwise whether or not described in the Recitals above.

### **2. Acceptance**

The Purchaser hereby accepts the sale and assignment of the Ownership Interest transferred and agrees to be bound by all of the terms and provisions of the Ownership Agreement.



### 3. Purchase Price and Payment

#### 3.1 Purchase Price

The consideration for the Ownership Interest being transferred under this Agreement is the transfer by Purchaser of \_\_\_\_\_.

### 4. Seller's Representations and Warranties

The Seller represents and warrants to the Purchaser that:

#### 4.1 IRS §1445 Compliance

Internal Revenue Code §1445 provides that a purchaser of an interest in United States real property must withhold tax if the seller is not a United States citizen. To inform the purchaser that the withholding of tax is not required on the disposition of the undersigned seller's interest in the property described on Exhibit "A" attached hereto, GHOLAMREZA ZANDIAN JAZI aka ZANDIAN JAZI being duly sworn, states:

1. I am not a nonresident alien for the purposes of United States income taxation.
2. My United States Social Security Number is: \_\_\_\_\_
3. My home address is: \_\_\_\_\_

I understand that a copy of this affidavit may be given to the Internal Revenue Service by the Purchaser and that any false statement made by me in this Affidavit may be punished by fine, imprisonment, or both.

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

\_\_\_\_\_  
RAY KOROGHLI

\_\_\_\_\_  
FARIBORZ FRED SADRI

#### 4.2 Authority and Binding Effect

The Seller has full power and authority to execute and deliver this Agreement and to make the transfer provided in this Agreement, and the execution and delivery of this Agreement has been duly authorized and approved by the Seller and to the extent

necessary, Seller's French Bankruptcy Trustee (Liquidation Judiciaire). This Agreement will, when executed and delivered, be a valid and binding obligation of the Seller enforceable in accordance with its terms. Seller warrants that Seller has obtained any, all and every written consent or approval required by Article 7 of the Company's Operating Agreement.

#### **4.3 Ownership of Interest and Right to Transfer**

The Seller is the sole owner of the Ownership Interest being transferred under this Agreement, free and clear of any and all liens or encumbrances, and will defend the same against all claims and demands of all persons. The Seller has a good right to transfer the Ownership Interest to the Purchaser, so long as the Other Owner consents to such transfer as provided in this Agreement.

#### **4.4 Status of Company**

The Company is a Limited Liability Company duly organized, validly existing, and in good standing under the laws of the state of Nevada and has all powers required to own its assets and property and to carry on its business as now owned and conducted. The Company is not licensed or qualified as a foreign limited liability company in any other state, and the character of its properties and the nature of its business do not make such license or qualification necessary. The Operating Agreement is in full force and effect in accordance with its terms and Seller has approved all amendments or modifications. manner.

#### **4.5 Financial Statements**

The balance sheets of the Company as of December 31, 2005 and the income statements of the Company for the period ended December 31, 2005 (collectively the "Financial Statements") are in accordance with the books and records of the Company, are based upon regularly accepted accounting principles that have been consistently applied, are complete and correct, and fairly present the financial position and results of operation of the Company as of the dates and for the periods indicated.

#### **4.6 Adverse Changes**

There has been no material adverse change in the financial condition of the Company or in the condition of its assets from that reflected in the Financial Statements.

#### **4.7 Liabilities**

Except as reflected or reserved against in the Financial Statements, the Company does not have any material liabilities or obligations of any kind whether accrued, absolute, contingent, or otherwise, and whether or not such liabilities or obligations would have been required to be disclosed on a balance sheet prepared in accordance with generally accepted accounting principles.

#### **4.8 Tax Returns**

The Company has filed all tax returns and reports that it is required to file with the appropriate federal, state, and local government agencies. Such returns and reports are accurate and complete, and the Company has paid in full or has made adequate provisions for all taxes, interest, penalties, assessments, or deficiencies shown to be due on such returns or reports, claimed to be due by any taxing authority, or otherwise due and owing. The Company has made all withholdings of tax required to be made under all applicable federal, state, and local tax regulations. To the best of the knowledge of the Seller, the provisions for property taxes and payroll taxes payable reflected in the Financial Statements are adequate.

#### **4.9 Assets**

The Company has good and marketable title to all of its assets, including all property reflected in the Financial Statements, free and clear of all claims and encumbrances, except any liens for taxes not yet due and payable. The Company either owns or leases from third persons other than the Seller all of the assets related to or used in the conduct of its business, and those assets are adequate for the conduct of such business.

#### **4.10 Compliance with Law**

To the best of the knowledge and belief of the Seller, the Company is not in violation of any applicable law, ordinance, regulation, order, or requirement relating to its operations.

#### **4.11 Actions and Suits**

There are no actions, suits, or proceedings pending or threatened against or affecting the Company at law or in equity or before or by any federal, state, municipal, or other governmental or nongovernmental department, commission, board, bureau, agency, or instrumentality that can reasonably be expected to result in any adverse change in the business, properties, operations, prospects, or assets of the Company or in its condition, financial or otherwise.

#### **4.12 Obligations and Contracts**

The Company is not in default in the payment of any of its obligations and is not in breach of the performance of any contract to which it is a party.

#### **4.13 Complete Disclosures**

To the best of the knowledge and belief of the Seller, neither this Agreement nor any document furnished by Seller to the Purchaser under this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to

make the statements in this assignment or in such documents not misleading. There is no fact that materially adversely affects, or, to the best of the knowledge and belief of the Seller, in the future may materially adversely affect, the business, operations, or condition (financial or otherwise) of the Company that has not been set forth in this Agreement or in the Financial Statements.

## **5. Survival of Representations and Warranties**

All warranties and representations made in this Agreement will survive the closing of the transfer of the Ownership Interest being transferred under this Agreement.

## **6. Consent**

### **6.1 Consent to Transfer**

The Other Owner hereby consents to the assignment and transfer to the Purchaser of the Ownership Interest being transferred under this Agreement.

## **7. Miscellaneous**

### **7.1 Binding Effect**

The provisions of this Agreement are binding upon and will inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties.

### **7.2 Notice**

Any notice or other communication required or permitted to be given under this Agreement must be in writing and must be sent by overnight courier (Federal Express, UPS or other), or be mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties as follows:

Seller:                   c/o John Peter Lee, Esq.  
                              830 Las Vegas Boulevard  
                              Las Vegas, Nevada 89101

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

Fariborz Fred Sadri  
The Star Living Trust  
2827 S. Monte Cristo  
Las Vegas, Nevada 89117

Other Owner: Elias Abrishami  
Box 2919  
Carson City, NV 89702

All notices and other communications will be deemed to be given at the expiration of three days after the date of mailing. The address of a party to which notices or other communications must be mailed may be changed from time to time by giving written notice to the other parties.

### 7.3 Litigation Expense

If any legal proceeding is commenced for the purpose of interpreting or enforcing any provision of this Agreement, including any proceeding in the United States Bankruptcy Court, the prevailing party in such proceeding will be entitled to recover a reasonable attorney's fee in such proceeding, or any appeal thereof, to be set by the court without the necessity of hearing testimony or receiving evidence, in addition to the costs and disbursements allowed by law.

### 7.4 Governing Law

This Agreement will be governed by the law of the state of Nevada

### 7.5 Entire Agreement

This Agreement constitutes the entire agreement between the parties pertaining to its subject matter, and it supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by all parties.

### 7.6 Authority

Each individual executing this Agreement on behalf of a corporation or other entity warrants that he or she is authorized to do so and that this Agreement will constitute the legally binding obligation of the corporation or other entity that the individual represents.

#### SELLER:

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

\_\_\_\_\_  
NILOFAAR F. ZANDIAN

#### PURCHASER:

\_\_\_\_\_  
RAY KOROGHLI

\_\_\_\_\_  
FARIBORZ FRED SADRI

THE STAR LIVING TRUST

BY \_\_\_\_\_  
FARIBORZ FRED SADRI, Trustee

**OTHER OWNER:**

\_\_\_\_\_  
ELIAS ABRISHAMI

BROADCAST REPORT

TIME : 04/04/2007 18:35  
NAME : JOHN M NETZORG, ESG  
FAX : 702-878-1255  
TEL : 702-878-3400  
SER. # : 000K4J360063

PAGE(S)

31

DATE	TIME	FAX NO./NAME	DURATION	PAGE(S)	RESULT	COMMENT
04/04	18:27	3839950	03:30	31	OK	ECM
04/04	18:31	4375267	04:22	31	OK	ECM

BUSY: BUSY/NO RESPONSE  
NG : POOR LINE CONDITION  
CV : COVERPAGE  
PC : PC-FAX

# Exhibit "5"



**COPY**

DISTRICT COURT  
CLARK COUNTY, NEVADA

\* \* \* \* \*

JAN 16 10 39 AM '07

GHOLAMREZA Z. JAZI, et al.

Plaintiffs

vs.

RAY KOROGHLI, et al.

Defendants

CASE NO. **FILED** 131

DEPT. NO. XI

CLERK OF THE COURT  
Transcript of  
Proceedings

BEFORE THE HONORABLE ELIZABETH GONZALEZ, DISTRICT JUDGE

HEARING ON MOTIONS

THURSDAY, JANUARY 11, 2007

APPEARANCES:

FOR THE PLAINTIFFS:

HOLLY FIC, ESQ.  
MICHAEL A. REYNOLDS, ESQ.

FOR THE DEFENDANTS:

JOHN M. NETZORG, ESQ.

COURT RECORDER:

JILL HAWKINS  
District Court

TRANSCRIPTION BY:

FLORENCE HOYT  
Las Vegas, Nevada 89146  
(702) 221-0246

Proceedings recorded by audio-visual recording, transcript produced by transcription service.

1 LAS VEGAS, NEVADA, THURSDAY, JANUARY 11, 2007, 10:23 A.M.

2 (Court was called to order)

3 THE COURT: Okay. A-511131, Jazi versus Koroghli.

4 (Pause in the proceedings)

5 MS. FIC: Holly Fic, Your Honor, for the plaintiff.

6 Bar Number 7699.

7 MR. REYNOLDS: And Mike Reynolds, also.

8 MR. NETZORG: Good morning, Your Honor. John

9 Netzorg on behalf of the defendants.

10 (Off-record colloquy - Court and Clerk)

11 THE COURT: Okay. Which motion do you want to do  
12 first, the motion to vacate, or the motion to confirm the  
13 arbitration award?

14 MS. FIC: Since our motion is first, Your Honor, I'd  
15 like to argue first. And I promise I won't be that long. I  
16 have an 11:00 o'clock, actually a settlement conference, to go  
17 to.

18 THE COURT: You saw that the gentleman who was here  
19 earlier kept saying he was going to be brief, and even though  
20 he's not a lawyer, he talked for a really, really long time.

21 MS. FIC: I promise you I won't be --

22 (Off-record colloquy)

23 MS. FIC: Your Honor, hopefully, I mean, I consider  
24 -- you know, we have our motion to confirm an entry of  
25 judgment. We've got a simple premise here. We've got an

1 11/28, 2005, stipulation to arbitration. Not for mediation,  
2 it's for arbitration. The defendants fully agreed to submit  
3 to arbitration and that the arbitration shall be binding with  
4 no right of appeal. It's Exhibit 2. And it shows that the  
5 defendants actually, you know, participated in the language,  
6 because they hand-wrote certain notes that they did or did not  
7 agree to and initialled any changes. But they left the  
8 provision that the arbitration shall be binding with no right  
9 of appeal as unmarked, and therefore it stands. And it is our  
10 stipulation for arbitration.

11 We also had an arbitration scheduling order. The  
12 parties agreed -- specifically, defendants agreed to Mr. Hale  
13 to arbitrate the matter, who, after having heard two full days  
14 of testimony, having reviewed all the exhibits, the  
15 depositions that were submitted, and arguments of counsel on  
16 9/8/06, set forth the parties' stipulation on the record. And  
17 he even stated that -- Mr. Hale stated that he would file an  
18 arbitration decision, to which none of the parties objected.  
19 He fully asked the parties if they would want to participate  
20 in any changes. He asked on two occasions. He invited the  
21 parties to add any additional terms, and they were set on the  
22 record. The court reporter recorded the terms of the  
23 agreement as if it was a stipulated judgment. The arbitrator  
24 recorded these and memorialized the terms, and he even said,  
25 this will completely resolve all claims of the LLCs and the

1 individuals that are involved in this litigation.

2           And consistent with the arbitrator's record of the  
3 September 8th, 2006, resolution, Arbitrator Floyd Hale issued  
4 the arbitration decision. So not only did the parties have  
5 the terms recorded by a court reporter, but this was  
6 formalized by a decision by the arbitrator called an  
7 "Arbitration Decision."

8           So there's case law out there, Your Honor, that when  
9 there's just even the attorneys doing -- who have  
10 authorization to settle and they put it down in writing with  
11 the court reporter, that's almost like EDCR 7.50, which  
12 provides that stipulations should be in writing or entered in  
13 the court minutes.

14           Here we had an arbitration which had gone on for  
15 some time. It wasn't just a one-shot deal. Parties had given  
16 opening testimony -- I mean opening statements, and testimony  
17 was taken and everything like that. So here we have it.  
18 We've got an agreement on the record with counsel present,  
19 with the parties present, and a neutral third-party  
20 arbitrator. The terms were recorded by a court reporter, like  
21 EDCR 7.50, and then it was actually reduced to a writing in  
22 the arbitration decision.

23           And so -- and, you know, and counsel were free to  
24 add anything they want. And then we get it down to where  
25 we're going to have it down -- put it down to writing, have

1 the parties sign these agreements, and they back out. We  
2 prepared everything for them to sign it. And also, too, the  
3 parties had gone back and forth with Arbitrator Hale, asking  
4 to reopen these issues, asking -- and they were denied. And  
5 we did a motion to implement the award, and that was granted  
6 by the arbitrator.

7           So what we're seeking, Your Honor, today is to  
8 confirm and enter this arbitration award and confirm the  
9 decision of the arbitrator, because we don't want to keep  
10 going back and forth. The terms were set forth, the parties  
11 agreed to them, the parties were present, counsel was present,  
12 and we had an arbitrator there. So we would submit that, Your  
13 Honor, please confirm the arbitration decision and enter the  
14 judgment so that the parties will sign the release agreements.

15           THE COURT: Mr. Netzorg.

16           MR. NETZORG: Thank you, Your Honor.

17           As we've argued in the briefs rather extensively,  
18 this started out as an --

19           THE COURT: Very extensively. My son thought I had  
20 more homework than he did last night.

21           MR. NETZORG: I know. And I appreciate it. I know  
22 it's rather voluminous. It's very important, obviously, to  
23 the client.

24           THE COURT: Okay. I understand. It's important to  
25 everybody.

1 MR. NETZORG: And this started out as an  
2 arbitration, and that is correct. And then there were a  
3 couple items that weren't accurate. There were opening  
4 arguments by counsel. The plaintiff gave his direct  
5 examination, and then he was cross-examined on about one third  
6 of the materials, at which point a mediation started. Counsel  
7 argues that as a result of these proceedings that the parties  
8 understand it was put on the record. And, Your Honor, this is  
9 the only place where you see the defendants' participation.

10 But first and foremost, Your Honor, Arbitrator Hale  
11 mentions that he was proud that the parties asked him to  
12 mediate instead of arbitrate. He references that the terms  
13 and conditions will be in the settlement agreement. We'll go  
14 into these in more specifics in a second.

15 But, Your Honor, what has happened is there was a  
16 settlement of this case, and the plaintiffs haven't performed  
17 material terms and conditions, material terms and conditions  
18 that appear in the recorded arbitration statement. And I'd  
19 ask the Court -- it's just a few pages, and we might go  
20 through that and review it, because it is critically  
21 important. This is where the parties' understandings are  
22 discussed. It's Exhibit A to our motion to vacate, which  
23 makes it the easiest to locate, because it's Exhibit A. But  
24 it's attached on numerous occasions. I'm sure the Court's had  
25 a chance to review it. The pagination --

1 THE COURT: What page?

2 MR. NETZORG: Our motion to vacate, Exhibit A.

3 THE COURT: But what page on that?

4 MR. NETZORG: I would ask the Court to turn to  
5 page 4 at the bottom. And my cross-references will be to the  
6 pagination at the bottom of the exhibit, rather -- because for  
7 some reason --

8 THE COURT: This is a rough transcript, so its page  
9 numbers differ from that which is attached to the other  
10 side's, plaintiffs' transcript.

11 MR. NETZORG: Oh. Very good. Very good.

12 THE COURT: I noticed that when I looked at them  
13 last night.

14 MR. NETZORG: Well, thank you, Your Honor. Because  
15 I -- it was most confusing to counsel, as well.

16 But as we review it, after -- and understand this  
17 arbitration lasted for weeks, but that was because we went  
18 over our allotted time and Arbitrator Hale had Fridays  
19 available. So the fact it went on for weeks was not  
20 indicative that the actual -- we were hearing testimony day  
21 in, day out.

22 But Mr. Hale went on the record, and he announces  
23 the case at page 4 and at page 5, and he says -- he says,  
24 "Having heard two full days of testimony and the arguments of  
25 counsel, it appears that the resolution of this case will be

1 as follows. And counsel are free to correct me."

2 And the intention was, Your Honor, that because this  
3 was a settlement and we were putting it on the record, that  
4 the people's intentions -- the parties intentions be added.  
5 This wasn't a decision on the merits. It was exactly what it  
6 was, a settlement, as if I were to come in here and say, Your  
7 Honor, we've settled today, we want to put the terms and  
8 conditions on the record.

9 What were those terms and conditions? Very first  
10 thing -- page 5, Your Honor, of Exhibit A. Very first thing,  
11 to make sure that there was no confusion. "This is pursuant  
12 to a stipulation, obviously, so we want to make sure there is  
13 a universal and complete resolution of all issues." That was  
14 a material consideration.

15 THE COURT: That's you talking, as opposed to Mr.  
16 Hale?

17 MR. NETZORG: That's me, talking, yes. That's the  
18 very first thing after -- after -- just to make sure that that  
19 was on the record, that there wasn't any confusion later and  
20 that someone would try and deny us the benefits of why it was  
21 that we were going to be tendering over \$5 million in  
22 consideration. So this wasn't a situation where we had a car  
23 accident and we were worried about the fender. This was a  
24 real estate case that involves over 40,000 acres of land over  
25 7 square miles of property located in four separate sections



1 that had been acquired at a price in excess of 16 million.

2 And did we not ask to have this recorded?

3 THE COURT: It's always recorded in here.

4 MR. NETZORG: Ah. Very wonderful.

5 THE COURT: Now you're going to get a bill for it.

6 MR. NETZORG: Thank you very much. I appreciate  
7 that. Please send me your bill. I'm too old to be forgetting  
8 that one. But thank the Court to deferring to business  
9 litigants who --

10 Okay. So the defendants were looking for a  
11 universal settlement. And the Supreme Court has held on  
12 innumerable occasions that obviously a settlement and  
13 resolution is a material consideration.

14 Mr. Hale then went on and discussed some portions of  
15 it. He talks about Mr. Zandian [phonetic] at page 6, and he's  
16 going to get the Pahrah [phonetic] property, and the Pahrah is  
17 I believe 4400 -- 4600 acres, and I may be wrong, and he's to  
18 receive it free and clear. Well, that was very important,  
19 that he receive it free and clear, just as it was important to  
20 the defendants that they receive his consideration free and  
21 clear. So the Pahrah land -- this is in Fernley, Nevada, and  
22 it is 4600 acres, but I may be mistaken, it's over a thousand.  
23 At which point on page 7 at line 11 I mention that there's --  
24 there's some engineering that hasn't been done.

25 And then Mr. Lee states -- and this is I take

1 umbrage with the position that's been argued that we didn't  
2 present the arguments or didn't complain at the time. It  
3 says, "John, please do me a favor --" "John" referring to me  
4 at page 7 and line 13 at the top "-- let the gentleman finish.  
5 Let him finish, and we will put our comments --" So he's  
6 asking that we put the comments, I understood it, at the end.

7           So Mr. Hales starts all over and he talks about the  
8 Pahrah property at page 7, line 20, is to be free and clear to  
9 Mr. Zandian.

10           And then on page 8 he talks about 320 acres, also  
11 located in Washoe County, and that's to be free and clear to  
12 Mr. Zandian, because it was very important that it be free and  
13 clear. "Mr. Sadri and Mr. Koroghli will within 30 days from  
14 today pay Mr. Zandian \$250,000." There was nothing about  
15 paying Mr. Lee \$250,000. That's what the parties had  
16 negotiated. They were to pay Mr. Zandian \$250,000. There is  
17 a change subsequently, but that money was money that wasn't  
18 fees awarded to Mr. Lee. That was part of the consideration  
19 we're talking. And this has serious importance to the  
20 defendants because there are tax consequences of this  
21 transaction, there are innumerable other parties involved,  
22 there are other people that hold ownership interests, and  
23 we're -- we address these at a later -- very shortly,  
24 actually.

25           Then at page 9 Mr. Hale goes on and talks about, at

1 line 16, all the LLCs and properties that are subject to this  
2 arbitration herein, including the Pahrarah properties and the  
3 Wendover project, waive any claim to reimbursement for  
4 consulting fees.

5 And then he states, "The parties will through  
6 counsel prepare any necessary documents to effect the  
7 transfers of the LLCs and the underlying real estate." This  
8 is page 9, lines 21 through 23. So it's understood that  
9 there's going to be a preparation of further documents.

10 But going on at page 9 on the rough draft, our  
11 Exhibit A, line 24, "And the parties and representatives of  
12 these LLCs will execute all necessary documents to effect this  
13 settlement and arbitration order." This settlement. This is  
14 a settlement and the meeting of the minds. The defendants had  
15 an understanding of what they were to get, and it's expressed  
16 in this document.

17 Now, "Mr. Lee: We would like to have the check  
18 payable to my office for \$250,000." He wants the check made  
19 payable to his office. This is Mr. Zandian's \$250,000. He  
20 wants it payable to his office. There's nothing about he's  
21 supposed to get paid five days in advance, there's nothing  
22 about that the defendants are under a unilateral obligation to  
23 perform.

24 Then, "Mr. Hale: The settlement check will be  
25 payable to John Peter Lee." This is a settlement. This is

1 what we understood. That's what everyone talked about,  
2 settlement agreements and settlement.

3 Then finally, "Anything else?" Now, Mr. Lee had  
4 requested that we put our items -- or withhold them to the  
5 end, so at page 10, line 9, "We would like a mutual release  
6 executed by and between the parties." And Mr. Hale agrees to  
7 that.

8 Then below that we talk about -- page 10, line 13 --  
9 "We need a warranty from the parties that the properties and  
10 interests being transferred haven't been previously  
11 transferred --" this is typical; you're not going to take some  
12 interest not of record with no warranty "-- that the parties  
13 in fact do currently hold these interests --" we want to know  
14 that there hasn't been a conveyance, typical, it would be  
15 boilerplate warranties "-- and that they are capable of  
16 transferring the interests that are subject to this order free  
17 and clear of claims by any third parties." This is at pages  
18 10 and 11 of Exhibit A. Free and clear.

19 Well, Your Honor, we've provided the Court with  
20 Exhibit C1, which is the rights of first refusal that the  
21 plaintiff has assigned all of his LLC interest, he has given a  
22 prior transfer to a limited number of members. In the Big  
23 Springs Ranch, LLC, which is 35,000 acres, there's one other  
24 member, Mr. Abershombie. With the Wendover Project, which is  
25 approximately 67 acres located outside of Wendover, I think

1 there may be 13 other members of the LLC. He was under an  
2 obligation to deliver this free and clear. He has never  
3 tendered his property free and clear. Every tender has been  
4 subject to rights of first refusal in third parties.

5           It is customary -- we went to West, we went to  
6 business transactions and filled out a form assignment of an  
7 LLC or limited partnership interest, and the form assignment  
8 necessarily is the consent from the other parties that hold  
9 rights of first refusal. There are two reasons. One, even  
10 absent a right of first refusal, a transfer without the  
11 consent would liquidate the limited partnership. Mr. Zandian  
12 was receiving thousands of acres free and clear, and he was to  
13 deliver the consideration free and clear. And he has not.

14           And so under the proposed -- you know, why they  
15 would try and cram this thing down, why -- why in the world  
16 would the defendants be required to transfer their assets  
17 encumbered subject to rights of first refusal in third parties  
18 while the plaintiff would receive them free and clear? It  
19 clearly was not the intention. And they have refused to sign  
20 this document. It is in here. We are asking that which is  
21 customary. These are standard, customary requirements.  
22 There's nothing exceptional.

23           Your Honor, also in 100 percent of all escrows  
24 handled in Nevada and everywhere else in the United States of  
25 America the parties to the real estate escrow are required

1 under federal law, 26 USC, Section 1445, to make a declaration  
2 to the Internal Revenue Service of their non-foreign residency  
3 status. That is federal law. Typically that appears in a  
4 separate document.

5 The only change we made to the form document was to  
6 eliminate a number of the provisions and to include the non-  
7 foreign resident declaration because this involved transfers  
8 of interest in real property. Those --

9 MS. FIC: I don't mean to interrupt. Can we  
10 clarify? I don't -- how are we in an escrow? I mean, I don't  
11 think escrow even applies. I mean, I --

12 THE COURT: You've got to do an escrow.

13 MS. FIC: You do?

14 THE COURT: You have land that you're transferring;  
15 right?

16 MS. FIC: Okay.

17 THE COURT: So --

18 MS. FIC: Well, because we -- we did quitclaim  
19 deeds, and we sent over all the paperwork and --

20 MR. NETZORG: Excuse me. I'm sorry. I waited  
21 for --

22 THE COURT: Somebody not going to tell the IRS about  
23 this transaction? Because that would be bad.

24 MS. FIC: I just didn't think there had to be  
25 escrow.

1 THE COURT: That's all right.

2 MR. NETZORG: Then -- so this -- this is the essence  
3 of the transaction. Why would we -- why would we take  
4 interests that were encumbered by third parties so that we  
5 could invite future litigation when the whole -- the very  
6 first thing I said is, Your Honor, we need a universal  
7 settlement? This is a universal settlement. We don't -- we  
8 want the property free and clear. They have consistently  
9 refused.

10 On that issue, we were provided blank quitclaim  
11 deeds with runoffs from some database, no legal description  
12 incorporated in them, where we would just sign them in blank  
13 and hand them to the defendant. We're supposed to give five  
14 days before we get anything a quarter of a million dollars to  
15 the attorney. Where this requirement came from I cannot  
16 fathom. "I'll let the two of you to work out the language."

17 Well, Your Honor, I didn't think taking a --  
18 whatever. I took a form document as I would have done in any  
19 other transaction for an assignment of an LLC interest,  
20 especially -- this wasn't -- if it was five or ten dollars,  
21 maybe you could do it on a cocktail napkin like the one the  
22 plaintiffs put together, but any other document would have  
23 necessarily have required, you know, the representations to  
24 which the parties had agreed.

25 Then looking at page 11, line 2, I mentioned that

1 they were speaking of three married guys, we want to know if  
2 they're speaking for the community interest of their spouses  
3 on each and every one that is transferred. This was  
4 specifically in the -- in the transcript. And why was this  
5 important?

6           We've given you the history of the Dutch Shipyard.  
7 The testimony -- cross-examination of Mr. Zandian had simply  
8 covered the Dutch Shipyard transaction. We hadn't even gotten  
9 much beyond that. This is a case where in 1997 he had signed  
10 off for \$2.1 Dutch guilders. He settled with his Dutch  
11 partner to sell his interest. One year later he rescinds that  
12 transaction, that settlement, that global release, premised on  
13 the fact his wife hadn't signed. So with that track history  
14 these were documents in there. It was critically important  
15 that the wife sign, because we knew that the last major  
16 settlement that he was involved in, he'd used that for  
17 rescission. And he testified that eight years later he still  
18 had that Dutch Shipyard tied up in litigation over the wife  
19 issue and his French bankruptcy.

20           Then he showed up at the hearing with a liquidacione  
21 fiduciare [phonetic], a personal bankruptcy filing that he had  
22 in France. And he testified that this litigation involved his  
23 -- his -- he said it was his corporate bankruptcy in France,  
24 so we, having been alerted to that, as with anyone, as if --  
25 if he'd been in bankruptcy in Oklahoma and the consideration



1 that he paid for the interest was in litigation in bankruptcy  
2 court, we asked for an order from the court verifying that  
3 they had no interest -- this was subsequently, but, I mean,  
4 yeah, we wanted it free and clear, and one of the things was  
5 free and clear of the bankruptcy interest.

6 "Mr. Lee: With regard to the spouses issue --" at  
7 page 12, line 6 "-- we can work out the form of the details.  
8 I'm not concerned about this." This is in response to  
9 Arbitrator Hale's, "We may want spouses to sign."

10 So it wasn't even an issue. It wasn't an issue  
11 until four days later, when Mr. Lee said the spouses weren't  
12 going to sign. And that's where the problems started, when  
13 the plaintiff immediately reneged on the agreement and how has  
14 come in and said, well, gee, the arbitrator wrote a form  
15 that's completely inconsistent with everyone's understanding  
16 and the record and we're going to cram that down your throat,  
17 we're not going to have the spouses sign, we're not going to  
18 provide clear title to the LLC interests, we're going to give  
19 you an assignment subject to rights of first refusal that will  
20 guarantee the liquidation of your entities.

21 There's another provision in the LLC agreements that  
22 provides on the resignation that the LLC shall dissolve. So  
23 without -- they prepared a separate resignation form to  
24 guarantee that they would have that resolved.

25 So the defendants are asked to transfer what

1 arguably could be millions of dollars in assets and in  
2 consideration for nothing. And that was not the  
3 understanding.

4           Then once again I point at page 12, lines 16 and 17,  
5 "That is fine. That can be in the settlement agreement."  
6 Once again we're talking about the settlement agreement. This  
7 is page 12, lines 16 and 17, when I'm talking about the  
8 warranties and satisfaction. So the notion that this was not  
9 a settlement agreement, we're calling it a settlement  
10 agreement, here it's the settlement agreement, everybody knew  
11 there was going to be a settlement agreement -- no one in  
12 their wildest imaginations dreamed that something would be  
13 concocted completely inconsistent with this, denying the  
14 defendants any of the benefits that they'd negotiated for.

15           At the next page, page 13, line 22, "We want to do  
16 an allocation of the purchase price." If we were transferring  
17 five and a half million dollars or more in assets and there  
18 was potentially rights of first refusal, we couldn't have the  
19 situation which the defendants have intentionally engineered.  
20 Big Springs Ranch, for instance. There's a recital that  
21 \$250,000 is to go for the waiver of the Big Springs Ranch  
22 issue. There are four members -- or there -- of Big Springs  
23 Ranch, arguably. If you just waived the interest, then all  
24 those members, even Mr. Abershombie, who's not a party to the  
25 litigation and not paying any consideration, would be the

1 beneficiary of that grandess.

2           The parties paid \$2.8 million for that property, and  
3 to say, well, we're going to allocate a \$250,000 value? No.  
4 I mean, for tax purposes, for basis purposes it was important  
5 that the consideration that the defendants were tendered would  
6 be allocated and there'd be some correlation between the  
7 values and the allocation made. What do we get? \$250,000 for  
8 a waiver of the Big Springs Ranch interest. So that in effect  
9 gives us nothing. It permits the other partner to, arguably,  
10 I guess, under that resolution exercise a right of first  
11 refusal, which would allow him to buy an interest for a  
12 fraction of what it cost three years previously. "Mr. Lee:  
13 You can allocate anything you want to." "Mr. Netzorg: That  
14 is good, as long as you understand." It was important to us.

15           And then finally, on page 14 -- and I'd mentioned  
16 the candy's been excellent because the arbitrator had candy  
17 there and we were going on and on, eating this candy. "And  
18 then there is -- with the understanding that those items --  
19 thank you very much for the excellent job you did."

20           Your Honor, I've said those items were all important  
21 to us. This is a part and parcel of our consideration. We  
22 have not been provided it. There have been quitclaim deeds,  
23 there've been grant, bargain and sale deeds. There's no  
24 spouses. The assignments contained -- are subject to rights  
25 of first refusal. So obviously, Your Honor, there was no

1 meeting of the minds. The plaintiff steadfastly refuses to  
2 perform any of those. And this is -- these were material  
3 consideration which was not provided.

4 When we filed -- and under the rules, Your Honor,  
5 there's a requirement that you file within 20 days of the  
6 decision. All of a sudden here comes the decision. So --

7 THE COURT: Which one? Because I've got three.

8 MR. NETZORG: The first one.

9 So within 20 days you have to move to modify under  
10 the rules. That's what we did. We put our motion to modify  
11 in, it was delivered to the arbitrator's office, and an hour  
12 later we had a decision denying our motion. There was never a  
13 settlement agreement.

14 Then there was a motion to enforce the award. The  
15 arbitrator correctly said he had no authority to enforce the  
16 award, take it to District Court, I believe was --

17 And then finally there was a motion to implement the  
18 award. It went under advisement. Out of the blue here comes  
19 an implementation order from the plaintiff, which doesn't deal  
20 with the spouses, doesn't deal with our rights of first  
21 refusal, doesn't deal with the fact that the LLCs will be  
22 dissolved by the documents that have been prepared, doesn't  
23 even address our request that they sign our form assignment  
24 provision and get the consent. And the next day that comes  
25 back basically signed by the arbitrator.

1           Now we have these motions in here, and we're  
2 pretending the apples are oranges. It was a settlement  
3 agreement, everyone knew it was a settlement agreement, the  
4 settlement's put on the record. Even today the argument is  
5 they put the settlement on the record. And the plaintiffs  
6 haven't performed.

7           So if we were to stuff this down the defendants'  
8 throats and give them nothing when their intention was clearly  
9 to the contrary, then these are the very items which are  
10 reviewable under NRS Chapter 38. You look for modification of  
11 the award; was there an evident mathematical miscalculation or  
12 an evident mistake in the description of a person, thing or  
13 property; the arbitrator's made a award on a claim not  
14 submitted to him; the award is imperfect in matter of form not  
15 affecting the merits. "The motion to modify or correct an  
16 award pursuant to this section may be joined with a motion to  
17 vacate the award."

18           Well, the reason that you put things on the record  
19 is so you have a record of it. And that reflects what the  
20 parties' intentions were. And the other, later items do not.  
21 There wasn't any substantive changes. There is a  
22 misinterpretation of that which was clear and unambiguous.  
23 And it's so one-sided. Why are these requirements that we  
24 transfer our assets free and clear and they transfer them to  
25 us -- well, they don't even transfer them to us. They give us

1 their title subject to third parties' rights and interests and  
2 potentially bankruptcy court's ownership.

3           And, Your Honor, also, additionally, if you look at  
4 it, I mean, just for the purposes of doing the analysis on the  
5 vacation, the process itself, you know, was there fraud or was  
6 this an undue process. Well, this was an undue process. You  
7 don't have people do a settlement, tell them it's a  
8 settlement, tell them there's going to be a settlement  
9 agreement, and then say, oh, here's an award -- here's an  
10 award and we're going to treat this as if I'd actually  
11 conducted the trials.

12           The defendants had numerous witnesses that they were  
13 going to call. None of them were called. One of the  
14 plaintiffs' witnesses was -- the plaintiff was called and  
15 direct examination. There was no testimony from the other  
16 witnesses. There was no testimony by the defendants.

17           So, Your Honor, for these reasons there just has  
18 been no meeting of the minds. And this is reflected -- the  
19 statutory grounds for the vacation are met. This settlement  
20 has not been fulfilled. And, Your Honor, basically we had a  
21 mediation, obviously there was not a meeting of the minds and  
22 material consideration. We would ask that the matter be  
23 reverted with a new arbitrator. Because if the parties  
24 haven't decided, then let them go arbitrate. If all these  
25 plaintiffs are going to give us is clouded title to the assets

1 that we were to pay five and a half million dollars for, then  
2 obviously there's no meeting of the minds, go arbitrate.

3 Under the circumstances, Your Honor, it should be in  
4 front of a new arbitrator because of the involvement in the  
5 mediation. And the other bases are articulated in our motion.  
6 And the other issues that this -- you know, the fact that for  
7 some reason why when we submitted our documents they were  
8 summarily denied without even consideration and without -- we  
9 do our motion for -- to modify, we have our form assignment  
10 agreement with no oppositions filed, nothing, just, bam,  
11 denied. You know, we have our final motion, implementation,  
12 which we consider as under consideration raising many of these  
13 issues. I mean, how can we just arbitrarily not comply with  
14 federal law? How can we leave the spouses out? How can we  
15 ignore the rights of first refusal? We can't. That  
16 invalidates the procedure.

17 The only question is what's the remedy. And the  
18 remedy under the circumstances where the arbitrator has  
19 performed a mediation is to send it to a new arbitrator and  
20 let the parties finalize it, give the defendants an  
21 opportunity to testify. The defendants have not. The  
22 defendants were told repeatedly the settlement, settlement,  
23 this is a settlement, there'll be an agreement, put your items  
24 at the end. They were put there at the end without objection,  
25 and then summarily eliminated, the very consideration that

1 formed the basis of the settlement removed.

2           So the defendants were denied under the statutes,  
3 NRS 38, basically what amounts to their day in court. And  
4 there's no pretense that this was a complete, full and fair  
5 hearing, nor did the parties intend that it be such. They  
6 settled it, they put the settlement on the record. The  
7 plaintiffs are now disagreeing and started immediately, our  
8 spouses won't sign, that'll be confusing. Well, we didn't get  
9 the benefit -- had they notified us the day that we were  
10 putting it on the record, it never would have happened.

11           And the other items I detailed in my opposition to  
12 their motion and their reply. So thank you, Your Honor.

13           THE COURT: Okay.

14           MS. FIC: Your Honor, I have a suggestion, okay.  
15 Because what I keep hearing is settlement, settlement,  
16 settlement. We agree there was a settlement. I did say  
17 settlement, okay. But the settlement terms were -- the terms  
18 -- essential terms were put in -- recorded by a -- on the  
19 transcript by the court reporter. So we have the essential  
20 terms, okay.

21           THE COURT: You do.

22           MS. FIC: What I'm hearing is --

23           THE COURT: And you're missing some of the things in  
24 the documents you have as to those essential terms.

25           MS. FIC: Okay. And that's -- okay, Your Honor, so



1 fine. So if we have the essential terms, if we've got  
2 disputes with this, why don't we -- okay. I don't want to do  
3 a new arbitrator, because that's going to be costs to both  
4 parties. It's not going to be efficient. Arbitrator Hale was  
5 agreed to --

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

15 MS. FIC: Because, Your Honor --

16 THE COURT: Wait, wait, wait. I'm not done.

17 MS. FIC: Okay. Sorry, Your Honor.

18 THE COURT: Okay. I recommend -- this is not an  
19 order -- that an escrow be opened for the transfers of the  
20 real property. If you are merely transfer interests in an  
21 LLC, which has different tax consequences to both of your  
22 clients, I don't think it's necessary for an escrow to be  
23 opened. But if you're transferring real property, which is  
24 what it currently looks like to me you were trying to do based  
25 upon the settlement, then an escrow needs to be opened.

1 I'm referring it back to Mr. Hale, since I would  
2 typically in a case where a settlement was reached and there  
3 was a mediator or arbitrator involved refer it to that  
4 individual for some additional work with you to try and  
5 resolve those disputed issues, since they were there at the  
6 time you reached the settlement. Hopefully I have a  
7 transcript that helps me. If you are unable to reach an  
8 accommodation after speaking to Mr. Hale, then I will reach an  
9 accommodation, because I have a transcript, and I'll make a  
10 decision. And it won't be one that anybody's tax benefits are  
11 in favor of, because there's no indication in the transcript  
12 that you're going to work together to minimize tax  
13 consequences to each other, which sometimes I see in  
14 settlement agreements. And I didn't see that in this one.

15 MS. FIC: Yeah. 'Cause the only concern was I  
16 didn't want to have like maybe one wife not sign, because  
17 there's a lot of -- you know, one wife not signing upset the  
18 whole thing.

19 THE COURT: The wives have to sign. That was part  
20 of the deal you guys cut. You cut a deal the wives are going  
21 to sign. The wive's have got to sign.

22 MS. FIC: We --

23 THE COURT: That was part of the discussion on  
24 September 8th during the --

25 MS. FIC: Floyd Hale said that, but then it was not

1 added to at the end of it that we were required to have all  
2 the wives sign. Because here's the thing, they're non-  
3 parties. And what happens if one --

4 THE COURT: How are you going to -- wait now. This  
5 is just really common sense.

6 MS. FIC: Okay.

7 THE COURT: How are you going to transfer an  
8 interest in real property which may be owned by both of the  
9 people and the wife has a claim, especially in places where it  
10 is voidable if you do not have the spouse sign? How are you  
11 going to transfer that property free and clear?

12 MS. FIC: Because the husbands -- I mean, there's  
13 NRS statutes --

14 THE COURT: Okay. I'm going to send you back to Mr.  
15 Hale, and the wives need to sign. Spouses need to sign, and  
16 the people who have the first right of refusal need to waive.

17 MS. FIC: So we'll come back to you if one of the  
18 wives refuse. That's the only thing. I just don't want to --

19 THE COURT: You're going to come back to me if you  
20 are unable to reach an agreement, if you need me to confirm an  
21 order. You are also going to come back to me if there is any  
22 problem in the implementation of the agreement.

23 But you reached a settlement, it was put on the  
24 record. You've got to have a settlement agreement. I know  
25 that Mr. Hale drafted an arbitration award, because he

1 conducted a portion of the arbitration. And I don't really  
2 have a problem with that, but we need to have the  
3 documentation consistent with the discussions that were --  
4 that occurred on September 8th, 2006, which are a part of the  
5 actual record the court reporter made, at which time both  
6 parties stipulated in front of the arbitrator that they had  
7 agreed to go to as part of the extrajudicial proceedings,  
8 which in my mind makes it an enforceable settlement. Okay.

9 MR. NETZORG: Thank you, Your Honor.

10 THE COURT: Have a lovely day.

11 MR. NETZORG: We appreciate it. Happy New Year.

12 MS. FIC: Thank you, Your Honor.

13 MR. NETZORG: Happy to have business court back.

14 THE COURT: Any more business court cases you want  
15 to send me, send them along.

16 (Off-record colloquy)

17 THE PROCEEDINGS CONCLUDED AT 9:59 A.M.

18 \* \* \* \* \*

19

20

21

22

23

24

25

CERTIFICATION

I CERTIFY THAT THE FOREGOING IS A CORRECT TRANSCRIPT FROM THE AUDIO-VISUAL RECORDING OF THE PROCEEDINGS IN THE ABOVE-ENTITLED MATTER.

AFFIRMATION

I AFFIRM THAT THIS TRANSCRIPT DOES NOT CONTAIN THE SOCIAL SECURITY OR TAX IDENTIFICATION OF ANY PERSON OR ENTITY.

FLORENCE HOYT  
LAS VEGAS, NEVADA 89146  
(702) 221-0246

*Florence M. Hoyt*

\_\_\_\_\_  
FLORENCE HOYT, TRANSCRIBER

1/16/07

DATE

# Exhibit "6"

Subj: **Re: Big Springs Tax Return**  
 Date: 3/29/2007 3:15:04 P.M. Pacific Daylight Time  
 From: Abrieli  
 To: [matt@swanandgardiner.com](mailto:matt@swanandgardiner.com)  
 CC: [1@anchor1.com](mailto:1@anchor1.com)

RE: BIG SPRING RANCH

Matt:

Please note the Abrishami family's capital contribution amount and Profit/Loss percentages (per attached file).

Regarding your comment that you do not have any signed copies of Abrishami's family percentages, we are sending you a signed copy for your records (per attached file).

Please advise if you need any additional documents, so that I can have my attorney to either contact you or Mr. Koroghli to further discuss the matter

Regarding the ownership, the agreement you refer to pertains to the period when Zandian had 25%, Star Living Trust had 25%, Mr. Koroghli had 25%, and Abrishami family had 25%, totaling to 100%.

According to a letter that Mr. Netzorg sent to Abrishami's attorney, Zandian is out of Big Spring Ranch. Therefore, the percentage of each of the remaining three parties (Star Living Trust, Mr. Koroghli, and Abrishami family) changes accordingly.

Please kindly adjust your records accordingly and forward to us a draft of the amended 2005 and 2006 for our review and approval.

We also request the copy of the books and list of percentages of the other partners as well

We like to point out that the expenses pertaining to the electric pump and panel should be considered as capital expenditure and are subject to depreciation

I also asked Mr. Jerry Goodwin to send to Big Spring Ranch LLC the monetary report of expenses (for farming equipment), which are also subject to capital expenditure and depreciation, which will offset against the monthly rent and possibly the sale of the crops (during the late 3Q or 4Q of 2007).

We appreciate your continued communication with us until everything becomes clarified and approved.

Sincerely,

Elias Abrishami

-----Original Message-----

From: [matt@swanandgardiner.com](mailto:matt@swanandgardiner.com)  
 To: [Abrieli@aol.com](mailto:Abrieli@aol.com)  
 Cc: [koroghli@msn.com](mailto:koroghli@msn.com)  
 Sent: Sat, 24 Mar 2007 9:45 AM  
 Subject: RE: Big Springs Tax Return

Eli: I appreciate your communication with me. However, please understand that until the transfer is in writing, signed and added to the LLC paper work the attorney has advised Ray and I to stay with the original agreement which only shows you as the owner with a 25% profit and loss sharing agreement. I am just trying to help resolve the issue as amicably as possible but as you can see I am caught in the middle and have been advised to change it when all the legal documents have been done. This is for everyone's protection including yours. So please if you still want to change your ownership, provide us with the documents reflecting this change, sign it and I would assume have it notarized and get it to Ray and he will get it to me and I will change it. Just sending emails back and forth every year doesn't help me because it needs to be done correctly by use of the legal documents that have been requested in the past. So please help me get this resolved.

As far as the capital ownership, I changed that on the 2006 tax return to reflect the capital percentage however, remember

Thursday, March 29, 2007 America Online: Abrieli

LAW OFFICES OF  
**JOHN M. NETZORG**

2810 W. CHARLESTON BLVD., SUITE H-81

LAS VEGAS, NEVADA 89102

(702) 878-3400

FAX (702) 878-1255

EMAIL: john@netzorglaw.com

October 13, 2006

**VIA FAX NO. 310-201-6811**

Behzad Nahai, Esq.  
1875 Century Park East  
Suite 1040  
Los Angeles, CA

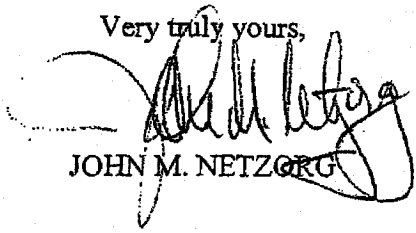
Re: Gholamreza Zandian Jazi v. Koroghli, et al  
Case No. A511131 - Department XIII  
Arbitration

Dear Behzad:

Enclosed please find copies of the following:

1. The Arbitrator's Decision (Award) received on September 22nd;
2. Our Motion to Change Arbitration Award; and
3. The Arbitrator's decision denying our Motion, received yesterday.

Very truly yours,

  
JOHN M. NETZORG

cc: (via fax - letter only)  
Ray Koroghli  
Fred Sadri

WFZ0684



TRANSMISSION VERIFICATION REPORT

TIME : 10/13/2006 15:35  
NAME : JOHN M NETZORG, ESQ  
FAX : 702-878-1255  
TEL : 702-878-3400  
SER.# : 000K4J360053

DATE, TIME	10/13 15:29
FAX NO./NAME	13102016811
DURATION	00:06:31
PAGE(S)	51
RESULT	OK
MODE	STANDARD ECM

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FAX (702) 878-1255  
EMAIL: john@netzorglaw.com

October 13, 2006

**VIA FAX NO. 310-201-6811**

Behzad Nahai, Esq.  
1875 Century Park East  
Suite 1040  
Los Angeles, CA

Re: Gholamreza Zandian Jazi v. Koroghli, et al  
Case No. A511131 - Department XIII  
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WFZ0685

BROADCAST REPORT

TIME : 10/13/2006 15:38  
 NAME : JOHN M NETZORG, ESQ  
 FAX : 702-878-1255  
 TEL : 702-878-3400  
 SER.# : 000K4J360063

PAGE(S)

01

DATE	TIME	FAX NO./NAME	DURATION	PAGE(S)	RESULT	COMMENT
10/13	15:37	SADRI, FRED	16	01	OK	ECM
10/13	15:38	KOROGHLI, RAY	15	01	OK	ECM

BUSY: BUSY/NO RESPONSE  
 NG : POOR LINE CONDITION  
 CV : COVERPAGE  
 PC : PC-FAX

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**ROC**  
JOHN M. NETZORG, ESQ.  
Nevada Bar No. 1335  
2810 West Charleston Boulevard, #H-81  
Las Vegas, Nevada 89102  
(702) 878-3400  
Attorney for Defendants

**FILED**  
JUN 18 12 1 PM '07  
*Cheryl [Signature]*  
CLERK OF THE COURT

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

GHOLAMREZA ZANDIAN JAZI, )  
)  
Plaintiff, ) CASE NO. A 511131  
) DEPT. NO. XI  
vs. )  
)  
RAY KOROGHLI, individually, FARIBORZ )  
FRED SADRI, individually and as Trustee of the ) **RECEIPT OF COPY**  
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 ) Date of Hearing:  
Defendants ) Time of Hearing:

**RECEIPT OF COPY**

**RECEIPT OF COPY** of the Defendants' Motion to Alter or Amend or Alter Judgment

Pursuant to NRCP 59(e), or in the Alternative, Motion for a New Trial is acknowledged this  
\_\_\_\_ day of June 2007.

*John Peter Lee*  
John Peter Lee, Esq.  
830 Las Vegas Boulevard  
Las Vegas, Nevada 89101

*Floyd Hale*  
Floyd Hale, Esq.  
JAMS  
2300 W. Sahara Avenue, #900  
Las Vegas, NV 89102

LAW OFFICES OF  
**JOHN M. NETZORG**  
2810 W. CHARLESTON BLVD., SUITE H-81  
LAS VEGAS, NEVADA 89102  
(702) 878-3400

**CLERK OF THE COURT**

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JUN 18 2007

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*C. Prof. [Signature]*  
CLERK OF THE COURT

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

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

10 **GHOLAMREZA ZANDIAN JAZI,** )

CASE NO.: A511131  
DEPT. NO.: XI

11 **Plaintiff,** )

12 **v.** )

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

**NOTICE OF ENTRY OF  
ORDER**

17 **Defendants.** )

19 **RAY KOROGHLI, individually and FARIBORZ** )  
20 **FRED SADRI, individually,** )

21 **Counterclaimants,** )

22 **v.** )

23 **GHOLAMREZA ZANDIAN JAZI,** )

24 **Counterdefendant.** )

25 **WENDOVER PROJECT, LLC,** )

26 **Counterclaimant,** )

27 **v.** )

28 **GHOLAMREZA ZANDIAN JAZI,** )

**Counterdefendant.** )

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

**RECEIVED**  
**JUL 23 2007**

**CLERK OF THE COURT**

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


6 1334.022860-sy

7 **NOTICE OF ENTRY OF ORDER**

8 PLEASE TAKE NOTICE the Order On Post-Judgment Motions which is attached hereto was  
9 entered on July 20, 2007.

10 Dated this 20 day of July, 2007.

11 JOHN PETER LEE, LTD.

12 BY:   
13 JOHN PETER LEE, ESQ.  
14 Nevada Bar No. 001768  
15 MICHAEL A. REYNOLDS, ESQ.  
16 Nevada Bar No. 008631  
17 830 Las Vegas Boulevard South  
18 Las Vegas, Nevada 89101  
19 Ph: (702) 382-4044/Fax: (702) 383-9950  
20 email: [info@johnpeterlee.com](mailto:info@johnpeterlee.com)

JOHN PETER LEE, LTD.  
ATTORNEYS AT LAW  
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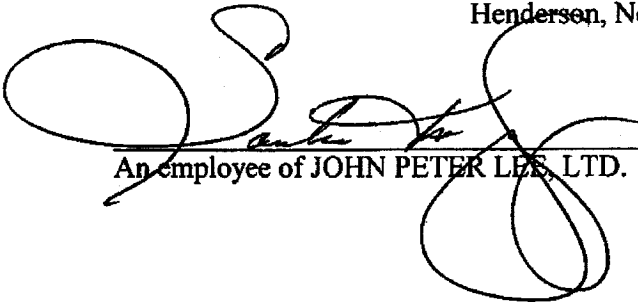
**CERTIFICATE OF MAILING**

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HEREBY CERTIFY that on the 27<sup>th</sup> day of July, 2007, I served a copy of the foregoing NOTICE OF ENTRY OF ORDER ON POST-JUDGMENT MOTIONS in the above captioned matter by enclosing it in a sealed envelope upon which first class postage was fully prepaid addressed to:

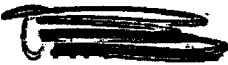
John M. Netzorg, Esq.  
2810 West Charleston Blvd., #H-81  
Las Vegas, Nevada 89102

Steven L. Day  
Cohen, Johnson & Day  
1060 West Wigman Pkwy  
Henderson, Nevada 89074



\_\_\_\_\_  
An employee of JOHN PETER LEE, LTD.

**JOHN PETER LEE, LTD.**  
ATTORNEYS AT LAW  
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LAS VEGAS, NEVADA 89101  
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1 **ORDER**  
 2 JOHN PETER LEE, LTD.  
 3 JOHN PETER LEE, ESQ.  
 Nevada Bar No. 001768  
 4 MICHAEL A. REYNOLDS, ESQ.  
 Nevada Bar No. 008631  
 5 830 Las Vegas Boulevard South  
 Las Vegas, Nevada 89101  
 (702) 382-4044 Fax: (702) 383-9950  
 Attorneys for Plaintiff/Counterdefendant  
 6 GHOLAMREZA ZANDIAN JAZI

**FILED**  
 Jul 20 1 47 PM '07

*[Signature]*  
 CLERK OF THE COURT

**JOHN PETER LEE, LTD.**  
 ATTORNEYS AT LAW  
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 LAS VEGAS, NEVADA 89101  
 Telephone (702) 382-4044  
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**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

10 GHOLAMREZA ZANDIAN JAZI, )  
 11 Plaintiff, )  
 12 v. )  
 13 RAY KOROGHLI, individually, FARIBORZ FRED )  
 SADRI, individually, and as Trustee of the Star )  
 14 Living Trust, WENDOVER PROJECT, LLC, a )  
 Nevada limited liability company; BIG SPRING )  
 15 RANCH, LLC, a Nevada limited liability company, )  
 and NEVADA LAND AND WATER )  
 16 RESOURCES, LLC, a Nevada limited liability )  
 company, )  
 17 Defendants. )  
 18 \_\_\_\_\_ )  
 19 RAY KOROGHLI, individually and FARIBORZ )  
 FRED SADRI, individually, )  
 20 Counterclaimants, )  
 21 v. )  
 22 GHOLAMREZA ZANDIAN JAZI, )  
 23 Counterdefendant. )  
 24 \_\_\_\_\_ )  
 25 WENDOVER PROJECT, LLC, )  
 26 Counterclaimant, )  
 27 v. )  
 28 GHOLAMREZA ZANDIAN JAZI, )  
 Counterdefendant. )

CASE NO.: A511131  
 DEPT. NO.: XI

**ORDER ON POST-JUDGMENT  
 MOTIONS**

JOHN PETER LEE, LTD.  
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1 \_\_\_\_\_ )  
2 GHOLAMREZA ZANDIAN JAZI, )  
3 Counterclaimant, )  
4 v. )  
5 WENDOVER PROJECT, LLC, )  
6 Counterdefendant. )  
7 \_\_\_\_\_ )

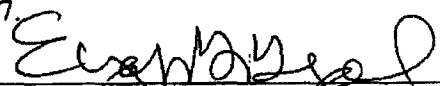
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**ORDER ON POST-JUDGMENT MOTIONS**


8  
9 Defendants' Motion for Re-hearing and Motion to Amend or Alter Judgment Pursuant to  
10 NRCPC 59 (e), or in the Alternative, Motion for New Trial Pursuant to NRCPC 59 (a) came before this  
11 Court for hearing on July 17, 2007. Michael A. Reynolds, Esq., and Yvette R. Freedman, Esq., of  
12 the law firm of John Peter Lee, Ltd., appeared on behalf of Plaintiff, Gholamreza Zandian Jazi, and  
13 Steven L. Day, Esq., of Cohen, Johnson and Day, appeared on behalf of all Defendants.

14 The Court having considered the pleadings on file and the arguments of counsel,  
15 IT IS HEREBY ORDERED that Defendants' Motions are denied.

16 Dated this 19 day of July, 2007.

17  \*  
18 HONORABLE ELIZABETH GONZALEZ  
19 DISTRICT COURT JUDGE, DEPARTMENT 11

20  
21 RESPECTFULLY SUBMITTED BY:  
22 JOHN PETER LEE, LTD.

23 BY:   
24 JOHN PETER LEE, ESQ.  
25 Nevada Bar No. 001768  
26 MICHAEL A. REYNOLDS, ESQ.  
27 Nevada Bar No. 008631  
28 830 Las Vegas Boulevard South  
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(702) 382-4044 Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant  
GHOLAMREZA ZANDIAN JAZI



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*Shirley B. Pangium*

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

DISTRICT COURT

CLARK COUNTY, NEVADA

10 GHOLAMREZA ZANDIAN JAZI,  
 11 Plaintiff,

CASE NO.: A511131  
 DEPT. NO.: XIII

12 v.

**EXEMPTION FROM  
 ARBITRATION  
 (ACTION IN EQUITY SEEKING  
 INJUNCTIVE RELIEF)**

13 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  
 14 RANCH, LLC, a Nevada limited liability company,  
 15 and NEVADA LAND AND WATER  
 RESOURCES, LLC, a Nevada limited liability  
 16 company,

17 Defendants.

DATE: N/A  
 TIME: N/A

18 1334.022860-maf

FIRST AMENDED COMPLAINT

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

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

27 also the Trustee of the Star Living Trust.

28

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 COUNTY

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

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

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

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

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

26           9.     The individual Defendants acting together, and in consort, wrongfully, secretly and  
27 with intent to cause harm to Zandian and in conscious disregard of his rights and converted to  
28 themselves his rights and benefits in the entities and further intimidated him by their defamatory

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1 statements, which was designed to discourage him from pursuing his rights described in this  
2 Complaint, and specifically the Defendants did the following acts:

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

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

11 (c) The individual Defendants published letters and E-mails containing  
12 defamatory statements about Zandian falsely accusing him of engaging in acts constituting felonies  
13 and further enlisting their attorney Craig K. Perry, Esq. to disseminate those statements, none of  
14 which are privileged. The statements made as described were additionally circulated to friends,  
15 relatives and business associates and thereby caused Zandian harm and embarrassment. (See, letters  
16 attached as Exhibit "B").

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

20 (e) Zandian and Defendants Koroghli and Sadri purchased 4,485 acres in Washoe  
21 County described in Exhibit "D" attached hereto, for \$1,000,000.00 and each owns an undivided  
22 1/3 interest in the Property.

23 Pursuant to NRS 39.010 Plaintiff seeks an Order from this Court that the  
24 Property be partitioned or sold and the proceeds distributed according to the interests of the parties.

25 Zandian gave a Deed of Trust in the amount of \$333,996.56 to Sadri as  
26 Trustee of the Star Living Trust for his share of purchase price. Defendants agreed with Zandian that  
27 the Note would be not be due until proceeds from the sale of this and other properties was  
28 distributed.

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1 Defendants are in breach of this agreement by attempting to foreclose on said  
2 Deed of Trust prematurely.

3 (f) Zandian and Sadri agreed that Zandian would be paid 25% of all amounts over  
4 \$6,000,000.00 received from the sale of certain property in Clark County, owned by Sadri. Sadri  
5 denies that he is obligated to pay any amount to Zandian.

6 A dispute and controversy has arisen between the parties concerning their  
7 respective rights. Plaintiff requests a judicial determination concerning the parties' rights with  
8 respect to this dispute and a declaratory judgment that Plaintiff is entitled to receive 25% of all  
9 amounts over \$6,000,000.00 received from the sale of said property by Sadri.

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

14 11. Zandian suffers and will continue to suffer monetary loss in amount in excess of  
15 \$10,000 and also is entitled to punitive damages because of the actions of the individual Defendants  
16 which were done intentionally with conscious disregard of his rights and benefits.

17 12. Pursuant to NRS 32.010 Zandian is likewise entitled to the appointment of a Receiver  
18 for each of the Defendant entities which is necessary to prevent the individual Defendants from  
19 mismanaging the affairs of the entities and from secreting cash income and hiding the books and  
20 records which by law and the Operating Agreements of the entities were required to be produced to  
21 Zandian and his counsel on demand.

22 **ATTORNEYS' FEE**

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

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

- 27 1. For actual damages of more than \$10,000;  
28 2. For punitive damages over \$10,000;


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3. For injunctive relief as asserted in this Complaint;
4. For the appointment of a Receiver;
5. For attorneys fees and costs;
6. Such other and further relief as this Court deems just and proper.

DATED this 7<sup>th</sup> day of November, 2005.

JOHN PETER LEE, LTD.

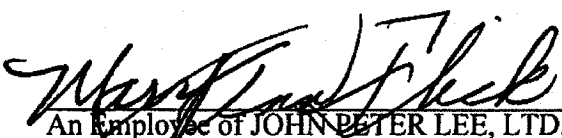
BY:   
JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
Ph: (702) 382-4044 Fax: (702) 383-9950  
Attorneys for Plaintiff

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I am an employee of John Peter Lee, Ltd. and that on the 8<sup>th</sup> day of November, 2005, pursuant to the amendment of the Eighth Judicial District Court Rule 7.26, I served by facsimile transmission, and by enclosing it in a sealed envelope upon which first class postage was fully prepaid, a copy of the **FIRST AMENDED COMPLAINT** in the above captioned matter to the following:

John M. Netzorg, Esq.  
2810 W. Charleston Blvd., #81  
Las Vegas, NV 89102  
Attorneys for Defendants,  
RAY KOROGHLI, FARIBORZ FRED SADRI  
FAX: 878.1255

A copy of the facsimile transmission confirmation is attached to the original. There is regular communication by mail between the place of mailing and the place so addressed.

  
An Employee of JOHN PETER LEE, LTD.



**Exhibit "B"**  
**Big Springs Ranch Property**

County	APN #	Twn	Rng	Sec	Allgeat Parts	Acreage
Elko	009-530-001	34N	66E	01	All except 0.23 Ac conv to WPR Co.	640.37
Elko	009-530-001	34N	66E	03	All	643.64
Elko	009-530-001	34N	66E	04	Lots 3 and 4, S/2 NW/4, SW/4 (W/2)	319.92
Elko	009-530-001	34N	66E	06	All	638.12
Elko	009-530-001	34N	66E	09	All	640.00
Elko	009-530-001	34N	66E	11	All	640.00
Elko	009-530-001	34N	66E	15	All	640.00
Elko	009-540-001	35N	66E	01	All	668.40
Elko	009-540-001	35N	66E	02	Lots 3 and 4, S/2 NW/4, SW/4 (W/2)	331.44
Elko	009-540-001	35N	66E	03	All	665.12
Elko	009-540-001	35N	66E	09	All	640.00
Elko	009-540-001	35N	66E	10	E/2 E/2	160.00
Elko	009-540-001	35N	66E	11	All	640.00
Elko	009-540-001	35N	66E	13	All	640.00
Elko	009-540-001	35N	66E	14	W/2 W/2	180.00
Elko	009-540-001	35N	66E	15	All	640.00
Elko	009-540-001	35N	66E	21	All	640.00
Elko	009-540-001	35N	66E	22	NE/4, SE/4 NW/4, N/2 SE/4, SW/4 SE/4, SE/4 SW/4	360.00
Elko	009-540-001	35N	66E	23	All	640.00
Elko	009-540-001	35N	66E	25	All	640.00
Elko	009-540-001	35N	66E	27	All	640.00
Elko	009-540-001	35N	66E	28	SE/4, SE/4 NE/4	200.00
Elko	009-540-001	35N	66E	33	All	640.00
Elko	009-540-001	35N	66E	34	W/2	320.00
Elko	009-540-001	35N	66E	35	All	640.00
Elko	009-550-001	36N	66E	01	All	642.24
Elko	009-550-001	36N	66E	11	All less 70.23 In I-80 R/W	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 4.59 Ac to Easement In SE/4 SW/4, SW/4 SE/4	235.50
Elko	009-550-001	36N	66E	33	All	640.00
Elko	009-550-001	36N	66E	34	All	640.00
Elko	009-550-001	36N	66E	35	All	640.00
Elko	009-560-004	37N	66E	25	All less 15.22 Ac St Rt, 30 R/W	624.78
Elko	009-560-004	37N	66E	27	SE/4 SE/4	40.00
Elko	009-560-004	37N	66E	35	All	625.34
Elko	009-570-011	38N	66E	23	Pin 200' south of the CPRR centerline	536.06
Elko	009-570-011	38N	66E	25	Pin 200' south of the CPRR centerline except 6.44 Ac In N/2 for Wye tract	591.44
Elko	010-090-001	34N	67E	01	All	638.80
Elko	010-090-001	34N	67E	03	All	638.04
Elko	010-090-001	34N	67E	05	All	638.08
Elko	010-090-001	34N	67E	07	E/2 and pin of W/2 east of No. Nevada Railroad Co.; 0.23 Ac conv to WPR Co.; and 12.79 Ac conv to Nevada Northern Railroad Co.	306.98
Elko	010-090-001	34N	67E	09	All	640.00
Elko	010-090-001	34N	67E	11	All	640.00
Elko	010-090-001	34N	67E	13	All	640.00
Elko	010-090-001	34N	67E	15	All	640.00
Elko	010-090-001	34N	67E	17	All	640.00
Elko	010-090-001	34N	67E	18	NE/4, E/2 NW/4, Lots 1 and 2 (N/2) except 4.60 Ac conv to Nevada Northern Railroad Co.	306.35
Elko	010-090-001	34N	67E	21	N/2	320.00
Elko	010-090-001	34N	67E	22	All	640.00
Elko	010-090-001	34N	67E	23	N/2	320.00
Elko	010-090-003	34N	67E	07	Pin of the E/2 W/2 west of the NNRR R/W	46.98
Elko	010-110-001	36N	67E	07	All except 12.70 Ac conv to Northern Nevada Railroad Co.	618.98
Elko	010-110-001	36N	67E	19	All except 12.08 Ac conv to Northern Nevada Railroad Co. except pin conv to State of NV for Hwy	808.15
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	01	Pin 200' south of the CPRR centerline less 12.76 Ac to SR-30 R/W	589.64
Elko	010-120-001	37N	67E	05	Pin 200' south of the CPRR centerline	604.67
Elko	010-120-001	37N	67E	09	NW/4, S/2 less 6.70 Ac conv to Northern Nevada Railroad Co. and 16.10 Ac to SR-30 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 18.33 Ac to SR-30 R/W	623.67
Elko	010-120-001	37N	67E	19	All	628.66
Elko	010-120-001	37N	67E	19	All	594.40
Elko	010-130-001	38N	67E	31	Pin 200' south of the CPRR centerline	614.35
Elko	010-320-001	35N	68E	07	All except 21.28 Ac conv to Western Pacific Railroad Co. less 45.33 to I-80 R/W	521.98
Elko	010-320-001	35N	68E	17	All north of the WPRR centerline, and 80' south of the WPRR centerline less 6.89 Ac to I-80 R/W	521.98

Total Acreage (Approximate): 37,539.77

**EXHIBIT 'B'**

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

**CERTIFICATED WATER RIGHTS**

Number 20489

Number 27877

**PERMITTED WATER RIGHTS**

Number 53018

Number 53019

Number 58144\*

Number 58145

Number 58146

Number 58147

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



**Exhibit "A"**  
**Big Springs Ranch Water Rights**

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

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

*(Handwritten signature)* R.K.

**EXHIBIT "B"**  
**Big Springs Ranch Grazing Permit**

- Allotment 04306 - Big Springs

Fah-Rah  
Property



2988584  
88/88/2883  
8 of 18

**EXHIBIT "A"**

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

**PARCEL A:**  
A.P.N. 079-150-09

The Northeast  $\frac{1}{4}$  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



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

**PARCEL C:**  
A.P.N. 079-150-13

The Northeast  $\frac{1}{4}$ ; South  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$ ; South  $\frac{1}{2}$  of Section 27,  
Township 21 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 09, 1990 in Book 3019, Page 756 as Document No. 1373452 of Official Records.

**PARCEL D:**  
A.P.N. 084-040-02

Section 5, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such



use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded February 22, 1991 in Book 3216, Page 526 as Document No. 1461483 of Official Records.

**PARCEL E:**  
A.P.N. 084-040-04

Section 3, Township 20 North, Range 23 East, M.D.B.&M.

**EXCEPTING THEREFROM** all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

**FURTHER EXCEPTING** and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL F:**  
A.P.N. 084-040-06

Section 1, Township 20 North, Range 23 East, M.D.B.&M.

**EXCEPTING THEREFROM** all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

**FURTHER EXCEPTING** and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection



therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL G:**  
A.P.N. 084-040-10

The North  $\frac{1}{2}$  and the North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the North  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ , all in Section 14, Township 20 North, Range 23 East, M.D.B.&M.

ALSO EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL H:**  
A.P.N. 084-130-07

The Northwest  $\frac{1}{4}$  and the North  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  and Government Lot 1 in the Southwest  $\frac{1}{4}$  of Section 15, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with



any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL I:**

A.P.N. 084-140-17

The Northeast  $\frac{1}{4}$  of Section 15, Township 20 North, Range 23 East, M.D.B.&M.

**EXCEPTING THEREFROM** all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

**FURTHER EXCEPTING** and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

Order No.: 03011167

*Wendover property*

**LEGAL DESCRIPTION**

The land referred to herein is situated in the State of Nevada, County of ELKO COUNTY, described as follows:

**PARCEL 1:**

TOWNSHIP 32 NORTH, RANGE 69 EAST, M.D.B.&M.

Section 1: Lots 1, 2 and 3; S1/2N1/2; S1/2;  
 Section 2: S1/2N1/2; S1/2;

TOWNSHIP 33 NORTH, RANGE 69 EAST, M.D.B.&M.

Section 1: S1/2;  
 Section 12: All;  
 Section 25: All;  
 Section 35: N1/2; N1/2S1/2;  
 Section 36: N1/2; N1/2SW1/4; SE1/4; SE1/4SW1/4;

TOWNSHIP 32 NORTH, RANGE 70 EAST, M.D.B.&M.

Section 6: Lots 4, 6, 7, 10, 12 and 13; SW1/4NW1/4;

TOWNSHIP 33 NORTH, RANGE 70 EAST, M.D.B.&M.

Section 8: Lots 2, 3, 4, 5, 6, 9 and 11;  
 Section 9: SE1/4SE1/4; N1/2SW1/4SW1/4SE1/4; E1/2SW1/4SE1/4;  
 Section 10: Lot 4;  
 Section 15: Lots 12, 13, 15, 18, 20, 23, 24, 25, 26, 28, 29 and 30; NE1/4SW1/4SE1/4NW1/4; E1/2SE1/4SE1/4NW1/4; NW1/4SE1/4SE1/4NW1/4;  
 Section 16: N1/2NE1/4NE1/4NE1/4;  
 Section 17: S1/2S1/2;  
 Section 19: All;  
 Section 20: Lots 2, 3, 6 and 11; NW1/4NE1/4; N1/2SW1/4NE1/4; SE1/4SW1/4NE1/4; N1/2SW1/4SW1/4NE1/4; NW1/4; N1/2SW1/4; SW1/4SW1/4;  
 Section 21: Lot 2;  
 Section 29: Lots 3, 5 and 8; NW1/4NW1/4;  
 Section 30: Lots 2 and 3; NE1/4; W1/2; W1/2SE1/4;  
 Section 31: Lots 2, 4, 5, 8, 10 and 11; NW1/4; W1/2SW1/4;

EXCEPTING FROM Sections 9, 10 and 16, Parcels 1, 2, 3 and 4 as shown on Parcel Map for Big Springs Land & Resource Co., filed in the Office of the Elko County Recorder on July 16, 2002 as Continued on next page



Order No. 03011167

File Number 485646.

PARCEL 2:

Parcel 1, 2 and 4 as shown on that certain Parcel Map for Big Springs Land & Resource Co. filed in the office of the County Recorder of Elko County, State of Nevada, on July 16, 2002, as File No. 485646, being a portion of Sections 9, 10 and 16, Township 33 North, Range 70 East, M.D.B.&M..

EXCEPTING FROM Parcels 1 and 2 all the oil and gas and geothermal resources in the lands so patented as reserved by the UNITED STATES OF AMERICA in Patent recorded May 26, 1999 in Book 1100, Page 615, Official Records, Elko County, Nevada.

FURTHER EXCEPTING FROM Parcels 1 and 2 those portions lying within the railroad right-of-ways.

PARCEL 3:

TOWNSHIP 33 NORTH, RANGE 70 EAST, M.D.B.&M.

Section 20: Lots 8 and 9; S1/2SW1/4SW1/4NE1/4;  
Section 29: Lot 2;

EXCEPTING THEREFROM all the oil and gas and geothermal resources in the lands so patented as reserved by the UNITED STATES OF AMERICA in Patent recorded August 15, 2003 in Book 3, Page 45700, Official Records, Elko County, Nevada.

## LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada, County of ELKO COUNTY, described as follows:

### PARCEL 1:

TOWNSHIP 34 NORTH, RANGE 67 EAST, M.D.B.&M.

Section 1: All;  
Section 3: All;  
Section 9: All;  
Section 11: All;  
Section 13: All;  
Section 15: All;  
Section 17: All;  
Section 19: Lots 1 and 2; E1/2NW1/4; NE1/4;

EXCEPTING THEREFROM all that portion of said land as conveyed to Nevada Northern Railway Company in Deed recorded February 7, 1906 in Book 28, Page 617, Deed Records, Elko County, Nevada.

Section 21: N1/2;  
Section 22: All;  
Section 23: N1/2;

EXCEPTING FROM Section 22, TOWNSHIP 34 NORTH, RANGE 67 EAST, M.D.B.&M., all the coal and other valuable minerals in the lands so granted as reserved by The United States of America in Patent recorded June 28, 1946 in Book 8, Page 413, Patent Records, Elko County, Nevada.

FURTHER EXCEPTING FROM all of Parcel 1 all right, title and interest to coal, oil, gas and other minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Russell Wilkins, et ux, et al, in Deed recorded December 10, 1946 in Book 55, Page 63, Deed Records, Elko, Nevada.

FURTHER EXCEPTING FROM Section 22, TOWNSHIP 34 NORTH, RANGE 67 EAST, M.D.B.&M., an undivided 1/2 interest in and to all gas, oil, petroleum, minerals and/or mineral rights, lying in and under said land, as reserved by Theodore E. Smith and Pearl Smith, his wife, in Deed recorded August 15, 1958 in Book 74, Page 181, Deed Records, Elko County.

### PARCEL 2:

Continued on next page

TOWNSHIP 35 NORTH, RANGE 66 EAST, M.D.B.&M.

Section 1: All;  
Section 3: All;  
Section 9: All;  
Section 11: All;  
Section 13: All;  
Section 15: All;  
Section 21: All;  
Section 23: All;  
Section 25: All;  
Section 27: S1/2;  
Section 33: All;  
Section 35: All;

EXCEPTING THEREFROM Parcel 2 all petroleum, oil, natural gas, and products derived therefrom, lying in and under said land or that may be produced therefrom, as reserved by Southern Pacific Land Company in Deed recorded August 1, 1949 in Book 57, Page 126, Deed Records, Elko County, Nevada.

PARCEL 3:

TOWNSHIP 35 NORTH, RANGE 68 EAST, M.D.B.&M.

Section 7: All;

EXCEPTING THEREFROM all that portion of said land as conveyed to Western Pacific Railway Company in Deed recorded February 19, 1909 in Book 31, Page 71, Deed Records, Elko County, Nevada.

Section 17: All that portion lying northerly of a line parallel with and one hundred (100) feet northerly of the center center line of Western Pacific Railway Company's railroad known as Arnold "L-1" or "3%" line and all that portion lying southerly of a line parallel with and one hundred (100) feet southerly of the center line of Western Pacific Railway Company's railroad known as "R-2" or "4%" line, which railroad rights of way were conveyed to Western Pacific Railway Company by Deed No. 126-F, dated November 27, 1908, and recorded February 19, 1909 in Book 31, Page 71, and Deed No. 188-F, dated June 30, 1910, and recorded September 10, 1910 in Book 32, Page 319, Deed Records, Elko County, Nevada.

Continued on next page

EXCEPTING FROM Parcel 3 all that portion of said land as conveyed to the State of Nevada, acting by and through its Department of Highways in Deed recorded September 7, 1973 in Book 184, Page 44 and recorded June 24, 1976 in Book 230, Page 377, Official Records, Elko County, Nevada, portions of which have been relinquished by Resolution Relinquishing portion of Highway Right of Way recorded October 11, 1985 in Book 504, Page 308, Official Records, Elko County, Nevada.

FURTHER EXCEPTING FROM Parcel 3 all right, title and interest to coal, oil, gas and other minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Russell Wilkins, et ux, et al, in Deed recorded December 10, 1946 in Book 55, Page 63, Deed Records, Elko County, Nevada.

PARCEL 4:

TOWNSHIP 38 NORTH, RANGE 67 EAST, M.D.B.&M.

Section 31: All that portion lying southwesterly of a line two hundred (200) feet southwesterly and parallel with the center line of Central Pacific Railway Company's railroad as now constructed ;

EXCEPTING FROM Parcel 4 all right, title and interest to coal, oil, gas and other minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Russell Wilkins, et ux, et al, in Deed recorded December 10, 1946 in Book 55, Page 63, Deed Records, Elko County, Nevada.

PARCEL 5:

TOWNSHIP 36 NORTH, RANGE 67 EAST, M.D.B.&M.

Section 7: All;  
Section 19: All;  
Section 31: All;

EXCEPTING FROM Parcel 5 all that portion of said land as conveyed to Nevada Northern Railway Company in Deed recorded February 7, 1906 in Book 28, Page 617, Deed Records, Elko County, Nevada.

FURTHER EXCEPTING FROM Section 19 all that portion of said land as conveyed to the State of Nevada, acting by and through its  
Continued on next page

Department of Highways, in Deed recorded September 7, 1973 in Book 184, Page 44, Official Records, Elko County, Nevada, portions of which have been relinquished by Resolution Relinquishing Portion of Highway Right-of-Way recorded October 11, 1985 in Book 504, Page 308, Official Records, Elko County, Nevada.

FURTHER EXCEPTING FROM Parcel 5 all right, title and interest to coal, oil, gas and other minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Russell Wilkins, et ux, et al, in Deed recorded December 10, 1946 in Book 55, Page 63, Deed Records, Elko County, Nevada.

PARCEL 6:

TOWNSHIP 37 NORTH, RANGE 67 EAST, M.D.B.&M.

- Section 1: That portion lying southeasterly of a line two hundred (200) feet southeasterly and parallel with the center line of Central Pacific Railway Company's railroad, as now constructed;
- Section 5: That portion lying southwesterly of a line two hundred (200) feet southwesterly and parallel with the center line of Central Pacific Railway Company's railroad, as now constructed;
- Section 9: NW1/4; S1/2;

EXCEPTING FROM Section 9 all that portion of said land as conveyed to Nevada Northern Railway Company in Deed recorded February 7, 1906 in Book 28, Page 617 and recorded November 15, 1912 in Book 34, Page 130, Deed Records, Elko County, Nevada.

Section 11: That part lying southeasterly of a line two hundred (200) feet southeasterly and parallel with the center line of Central Pacific Railway Company's railroad as now constructed;

Section 17: All;  
Section 19: All;

EXCEPTING FROM Parcel 6 all right, title and interest to coal, oil, gas and other minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Russell Wilkins, et ux, et al, in Deed recorded December 10, 1946 in Book 55, Page 63, Deed Records, Elko County, Nevada.

Continued on next page

Order No. 0301278

PARCEL 7:

TOWNSHIP 37 NORTH, RANGE 66 EAST, M.D.B.&M.

Section 25: All;  
Section 27: SE1/4SE1/4;  
Section 35: All;

TOWNSHIP 38 NORTH, RANGE 66 EAST, M.D.B.&M.

Section 23: That portion southwesterly of a line parallel with and two hundred (200) feet distant southwesterly of center line of Central Pacific Railway Company's railroad as now constructed;  
Section 25: That part southwesterly of a line parallel with and two hundred (200) feet distant southwesterly of center line of Central Pacific Railway Company's railroad as now constructed;

EXCEPTING FROM Section 25 a parcel of land in the north half of said Section 25, containing 6.44 acres for Central Pacific Railway Company's Wye track.

FURTHER EXCEPTING FROM Parcel 7 all petroleum, oil, natural gas, and products derived therefrom, lying in and under said land or that may be produced therefrom, as reserved by Southern Pacific Land Company in Deed recorded August 1, 1949 in Book 57, Page 126, Deed Records, Elko County, Nevada.

PARCEL 8:

TOWNSHIP 34 NORTH, RANGE 66 EAST, M.D.B.&M.

Section 3: All;  
Section 5: All;  
Section 9: All;  
Section 15: All;

TOWNSHIP 36 NORTH, RANGE 66 EAST, M.D.B.&M.

Section 1: All;  
Section 11: All;

EXCEPTING FROM Section 11 all that portion of said land condemned to the State of Nevada by Final Order of Condemnation recorded

Continued on next page

August 22, 1973 in Book 182, Page 625, Official Records, Elko County, Nevada.

Section 13: All;

EXCEPTING FROM Section 13 all that portion of said land as conveyed to the State of Nevada, acting by and through its Department of Highways, in Deed recorded September 7, 1973 in Book 184, Page 44, Official Records, Elko County, Nevada.

Section 15: All;

Section 23: All;

Section 25: All;

EXCEPTING FROM Parcel 8 all petroleum, oil, natural gas and products derived therefrom, lying in and under said land or that may be produced therefrom, as reserved by Southern Pacific Land Company in Deed recorded August 1, 1949 in Book 57, Page 126, Deed Records, Elko County, Nevada.

PARCEL 9:

TOWNSHIP 36 NORTH, RANGE 66 EAST, M.D.B.&M.

Section 35: All;

EXCEPTING FROM Parcel 9 all petroleum, oil, natural gas, and products derived therefrom, as reserved by Southern Pacific Land Company in Deed recorded August 1, 1949 in Book 57, Page 126, Deed Records, Elko County, Nevada.

PARCEL 10:

TOWNSHIP 34 NORTH, RANGE 66 EAST, M.D.B.&M.

Section 4: Lots 3 and 4; S1/2NW1/4; SW1/4;

EXCEPTING THEREFROM all minerals, mineral rights, gas, oil, coal and other hydrocarbons, in, under or upon said property or that may in any way be produced therefrom as reserved by W.J. Thomas and Grace I. Thomas, his wife, in Deed recorded January 23, 1959 in Book 75, Page 376, Deed Records, Elko County, Nevada.

PARCEL 11:

Continued on next page

TOWNSHIP 35 NORTH, RANGE 66 EAST, M.D.B.&M.

Section 2: Lots 3 and 4; S1/2NW1/4; SW1/4;  
Section 10: E1/2E1/2;  
Section 14: W1/2W1/2;  
Section 22: NE1/4; SE1/4NW1/4; N1/2SE1/4; SW1/4SE1/4; SE1/4SW1/4;  
Section 27: N1/2;  
Section 28: SE1/4; SE1/4NE1/4;

EXCEPTING FROM Parcel 11 all right, title and interest to coal, oil, gas and other minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Russell Wilkins, et ux, et al, in Deed Recorded December 10, 1946 in Book 55, Page 63, Deed Records, Elko County, Nevada.

PARCEL 12:

TOWNSHIP 36 NORTH, RANGE 66 EAST, M.D.B.&M.

Section 21: E1/2;  
Section 22: W1/2NW1/4; S1/2;  
Section 26: W1/2W1/2;  
Section 27: All;  
Section 28: E1/2E1/2; W1/2SE1/4;

EXCEPTING AND RESERVING THEREFROM the following described land:

Beginning at a point from which the Southwest Corner of Section 28, TOWNSHIP 36 NORTH, RANGE 66 EAST, M.D.B.&M., bears South 84°52' West, 2,519.9 feet distant;

THENCE North 25°20' East, 486.81 feet;

THENCE South 64°40' East, 303.07 feet;

THENCE South 25°21' West, 140.51 feet;

THENCE South 64°40' East, 140.00 feet;

THENCE South 25°20' West, 346.30 feet;

THENCE North 64°40' West, 443.07 feet;

Section 33: All;  
Section 34: All;

Continued on next page



EXCEPTING FROM Parcel 12 all right, title and interest to coal, oil, gas and other minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Russell Wilkins, et ux, et al, in Deed recorded December 10, 1946 in Book 55, Page 63, Deed Records, Elko County, Nevada.

PARCEL 13:

TOWNSHIP 35 NORTH, RANGE 66 EAST, M.D.B.&M.

Section 34: W1/2;

EXCEPTING FROM Section 13 all minerals, mineral rights, gas, oil, coal and other hydrocarbons, in, under or upon said property or that may in any way be produced therefrom as reserved by W.J. Thomas and Grace L. Thomas, his wife, in Deed recorded January 23, 1959 in Book 75, Page 376, Deed Records, Elko County, Nevada.

PARCEL 14:

TOWNSHIP 34 NORTH, RANGE 67 EAST, M.D.B.&M.

Section 5: All;  
Section 7: All;

EXCEPTING THEREFROM all that portion of said land as conveyed to Nevada Northern Railway Company, in Deed recorded February 7, 1906 in Book 28, Page 617, Deed Records, Elko County, Nevada.

FURTHER EXCEPTING THEREFROM all that portion of said land as conveyed to Western Pacific Railway Company in Deed recorded February 19, 1909 in Book 31, Page 71, Deed Records, Elko County, Nevada.

FURTHER EXCEPTING THEREFROM that portion of the W1/2W1/2 lying west of the Nevada Northern Railroad as conveyed to Gordon Griswold and Kitty Griswold, his wife, in Deed recorded August 14, 1946 in Book 54, Page 354, Deed Records, Elko County, Nevada.

FURTHER EXCEPTING FROM all of Parcel 14 all right, title and interest to coal, oil, gas and other minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Russell Wilkins, et ux, et al, in Deed recorded December 10,

Continued on next page

Order No. 0301278

1946 in Book 55, Page 63, Deed Records, Elko, Nevada.

PARCEL 15:

TOWNSHIP 34 NORTH, RANGE 66 EAST, M.D.B.&M.

Section 1: All;

EXCEPTING THEREFROM all that portion of said land as conveyed to Western Pacific Railway Company in Deed recorded February 19, 1909 in Book 31, Page 71, Deed Records, Elko County, Nevada.

Section 11: ALL;

EXCEPTING FROM Parcel 15 all petroleum, oil, natural gas and products derived therefrom, lying in and under said land or that may be produced therefrom, as reserved by Southern Pacific Land Company in Deed recorded August 1, 1949 in Book 57, Page 126, Deed Records, Elko County, Nevada.

FURTHER EXCEPTING FROM all of the above described land those portion lying within the railroad right-of-way.



CRAIG K. PERRY & ASSOCIATES

September 1, 2005

RESENT VIA FAX: 9/7/05

John Peter Lee  
John Peter Lee, Ltd.  
830 Las Vegas Boulevard South  
Las Vegas, NV 89101

RECEIVED  
SEP - 8 2005  
JOHN PETER LEE, LTD.

RE: Wendover Project, LLC  
Your Client: Gholamreza Zandian Jazi

Dear Mr. Lee:

Yesterday morning, Mr. Sadri faxed me over a copy of your letter dated August 25, 2005. I have been asked to respond on behalf of Wendover Project, LLC, and the managing members, Ray Koroghli and Faribouz "Fred" Sadri, Trustee, Star Living Trust (hereafter referred to as "Mr. Sadri").

Mr. Sadri and Mr. Koroghli have indicated to me that under normal circumstances a reasonable request for inspection of company records by a managing member in good standing would be accommodated. That situation is non-existent here.

Mr. Sadri and Mr. Koroghli have explained to me their latest findings concerning Mr. Jazi, and how he has abused sensitive company information, has made intentional misrepresentations while acting as if he represents the company, has not acted in the best interests of the company, and has failed to provide any of the promised consideration needed to become a functional, managing member of Wendover Project LLC. Since Messrs. Sadri and Koroghli seriously doubt that your client will come clean with you, they have asked me to prepare a list of his relevant wrongful acts. They tell me they are learning more about other wrongful acts with each passing day.

You should know also know that Mr. Jazi has admitted to them many of his faults and wrongdoings that they have uncovered, and has apologized--asking for more chances. These issues have been the topic of many discussions between them. Issues that serve as the basis for their denial of his view of company records are set forth below:

1. Illegal Presence in the United States; Wanted by Office of Homeland Security and INS. Messrs. Sadri and Koroghli have learned that as early as 1993, Mr. Jazi was indicted on charges of attempting export a controlled commodity, conspiracy, and making a false statement to the Commerce Department. See attached article from archives of the LA Times. Mr. Jazi disappeared rather than face the charges and go to trial. He allegedly fled the country, and returned only recently, illegally, without proper INS authorization. Mr. Jazi's illegal presence has been reported to both the INS in conjunction with the Department of Homeland Security. Other information obtained states he may have received jail time for other criminal misconduct. They expect him to be picked up and face deportation any day.

900 South Fourth Street  
Las Vegas, Nevada 89101  
702.228.4777 Telephone 702.384.5386 Fax

WFZ0720

John Peter Lee  
Sept. 1, 2005  
Page Two

Neither Messrs. Sadri nor Koroghli were aware of Mr. Jazi's criminal background at the time they became associated with him. He told them he was here legally and had a "Green Card."

You can imagine their shock and concern, as well as the ill will it has generated for the company when this information was recently discovered by Wendover officials (i.e., City Manager, Chris Melville was the first to find this out). The city has acted with greater caution and manifested heightened concern about this project on the remaining issues, such as water rights. The company's goodwill, and the reputations of Sadri and Koroghli, has been tarnished by their association with him.

The members of the LLC relied upon Mr. Jazi's false representations about his immigration status and non-criminal background in associating with him. Mr. Jazi continues to misrepresent himself and hides his true background to others, including the members and managing members of Wendover Project LLC, as well as to others he contacts without permission, misrepresenting himself as acting on behalf of Wendover Project LLC. He continues to use any sensitive Wendover Project LLC information he can to perpetuate his lies, luring away and misleading important investors, leads, and contacts.

2. Lack Of Consideration; Bogus Consideration. Mr. Jazi was going to contribute \$1 million towards the purchase of the land by selling foreign properties he allegedly owned. When it came time for him to pay, he failed to contribute any money towards making any of the payments. His involvement in Wendover Project LLC and status as a managing member was pre-conditioned upon his agreement to split the payment of costs and purchase of the property as consideration.

Mr. Zandian was supposed to have also provided \$3 million worth of consideration (i.e., stock ownership in one of his corporations) to John Hart towards the payment of the property. It turns out that the stock he transferred to Steve Hart was worthless, therefore bogus consideration. To date, Mr. Jazi has not put in a single into Wendover Project LLC. All he has ever given in this regard are hollow promises.

3. Unlawful Receipt of Real Estate Commission. Once Wendover Project bought the property from Pico Holding, Mr. Jazi received an illegal kickback commission of \$600,000 from the sellers. Attached are the checks. Mr. Jazi's receipt of this commission is regulated by and in violation of Nevada state law regarding the payment of such commissions; it diverted investor funds away from the LLC and inflated the purchase price; Mr. Jazi broke the law, breached his fiduciary duties, and put his own interests ahead of the company. The Nevada Department of Commerce has informed Mr. Sadri that the actions of Mr. Jazi are constitute serious violations of law and he faces violation charges. Messrs. Sadri and Koroghli are in possession of copies of the checks demonstrating the illegal commission he received, and they are attached for your reference.

John Peter Lee  
Sept. 1, 2005  
Page Three

Mr. Jazi, as a fraudulent inducement to rush the members of Wendover Project LLC into action, told them there was another buyer who was willing to pay \$25 million for the land being sold by Pico Holding. This turned out to be false information that induced the investors to act quickly and agree to a higher price that greatly benefitted Mr. Jazi.

3. Misuse of Company and Investor Information. Mr. Jazi has repeatedly used the name of Wendover Project LLC and the names of Messrs. Sadri and Koroghli with others, and has disclosed their sensitive financial information and misrepresented to other parties his authority to act on behalf of Wendover Project LLC. His attempts to obtain access to corporate information at this time is a subterfuge acquire more company information that he can use to harm the company and its members.

Next, Mr. Jazi took it upon himself to set up a second mailing address in violation of the one stated in the Operating Agreement, on behalf of Wendover Project LLC, without the permission or consent of Messrs. Sadri or Koroghli, and thereby received and diverted valuable business and trade opportunities and communiques addressed to Wendover Project LLC which has harmed the LLC, and prevented this LLC from profiting or benefitting from the information he is receiving at that address. No one has given him permission to do this.

On another occasion, Mr. Jazi contacted a valuable LLC investor, Mr. Abrishami, and caused him to invest in one of Mr. Jazi's personal projects. The diversion of this capital came at a time when the company faced capital needs to pay down a loan that Mr. Abrishami's money could have facilitated with paying down. This is but one more example of Mr. Jazi not acting in the best interests of this LLC.

Mr. Jazi has used multiple social security numbers to fraudulently hide his identity in violation of federal law, and he will not be given additional opportunities to steal the identities of other members by looking at the company records.

Finally, Mr. Jazi's misuse of sensitive company and personal information of the managing members has resulted in Mr. Jazi improperly furthering his own interests, illegally or otherwise, at the expense of the company and its members. There is every reason to suspect he has not changed and will continue to operate in this manner.

4. Website For LLC Created Without Permission and Containing Material Misstatements. Mr. Jazi, without direction or approval, set up a website for the LLC. Mr. Jazi published on the website that the LLC owned 1.2 million acres of Nevada land, which is patently false. This misrepresentation was discovered by Pico Holding last year, and they understandably issued a cease and desist letter. In addition, he improperly listed on the website properties that were not even owned by the LLC—they were owned by Star Living Trust. This was done by him in an effort to attract other investors to himself on other projects. Apparently, his ploy was somewhat successful.

John Peter Lee  
Sept. 1, 2005  
Page Four

For these reasons and more, Messrs. Sadri and Koroghli will not provide Mr. Jazi with further means to cause further harm to Wendover Project LLC or to its operations. Based upon his prior misconduct, they believe this will continue to occur. They have a fiduciary duty to the other investors to protect them from Mr. Jazi's unwanted solicitations and misrepresentations.

Both Mr. Koroghli and Mr. Sadri have discussed all of these issues with your client in an effort to rectify the problems he has created for the company. So far, Mr. Jazi, while admitting and apologizing repeatedly for his misconduct, has not made any reparations or taken any corrective action.

Please advise your client that as a result of his failure to provide the agreed-upon consideration, and for his abuses adversely affecting the LLC, demand is made that he (1) cease and desist making any representations made concerning the LLC or its members, or in contacting them; (2) resign as a listed managing member of the LLC effective immediately, and (3) take nothing by way of ownership interest in this LLC. If he does this, the LLC will not seek any monetary recovery from him. Obviously, any efforts made by the any governmental agency or body will continue.

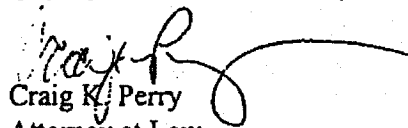
The Operating Agreement provides for formal disputes to be resolved through binding arbitration. If you and I cannot work through the present issues informally, which I hope we can, then I suggest we invoke the terms of the Operating Agreement and move forward with resolution of the presently outstanding issues through binding arbitration.

The things listed thus far are just the tip of iceberg regarding Mr. Janzi's misconduct. They are aware his attempts to sue Optima owners after he sold out, when he learned that they were close to receiving a settlement on a disputed infringement; they know he failed to appear for his deposition that was to be held a few days ago; we know is has used and continues to use various social security numbers; they know he has misrepresented the extent of his asset holdings to others; they know that he has defrauded many other people through sharp business practices over many years. He has, for example, tied up warehouse space of Ray Koroghli and others with shipping containers, at Koroghli's expense. All of this will be uncovered as it relates to this LLC and Mr. Janzi's pattern of conduct in defrauding people associates, investors, and those who believed he was and could be trusted as a friend.

Please feel free to call me any time—with the exception that I will be unavailable over the Labor Day weekend beginning Thursday, September 1, 2005 at noon until Tuesday morning, September 6, 2005.

Sincerely Yours,

CRAIG K. PERRY & ASSOCIATES

  
Craig K. Perry  
Attorney at Law

WFZ072B

Leila,

This fax came in from Fred Sadri

----- Original Message -----

**From:** Matthew Bahrami

**To:** Robert Adams

**Sent:** Monday, July 11, 2005 4:40 PM

**Subject:** More of Zandian's fraud

Robert,

I just got a call from Fred Sadri, he is my ex-wife's cosine, Ali Faeghi's nephew. He is in legitimate land business in Las Vegas.

He told me that Zandian has defrauded him and some of his investors for over \$15 million dollars. Along with Faeghi who is in bed with Zandian. Zandian has also done many other fraudulent deals as well. He also had some information about the printing equipment, I guess Reza fucked that guy for a couple of Millions also.

They are getting a law suit ready against Zandian and he is in touch with Homeland Security, FBI and INS to find him.

He wanted to talk to you about this guy to see if you had any information that can help him nail Zandian, he wants all of us to join forces to nail this SOB.

I told him I wouldn't give him your phone number but I'll talk to you and have you call him and hear what he has to say. Thought you maybe interested to put Reza away once and for all.

His phone number is (702) 873-8170, please call him and just hear what he has to say, if you want to refer him to your attorneys, fine but at least just talk to him and hear what he says. Reza is a much bigger crook than you and I thought.

Thanks,  
Matt.

---

Do You Yahoo!?

Tired of spam? Yahoo! Mail has the best spam protection around

<http://mail.yahoo.com>



TO: Who It May Concern:

Protect the National Security of the U.S. Government by denying the permanent residency to Reza Zandian

RE: Reza Zandian, Reza Zandian Jazi,  
Gholamreza Zandian, or Gholamreza Zandian Jazi  
(All is one person using in various transactions)  
Social Security # 625-34-1563  
Date of Birth January 15th 1952:

Reza Zandian has several Social Security number, the one mentioned above is one of them being used by this man.

Reza zandian was born in Iran/Esfahan. He has attended several Anti Tax activities in Los Angeles, and Nevada. He has criminal records since 1993 with the US Dept. of Commerce. Charged with shipping the sophisticated computers to Iranian Government against the United States. Not to mention that Reza has close relationship with Rafsanjani's son, the head of the Islamic Republic of Iran.

Reza Zandian was arrested at Los Angeles Air Port by the Federal agents. He had criminal records with the United States Government for a long time, and was deported from United States. He moved to France for several years. In France he defrauded the Melli Bank of Iran in France and Iran. He had close relationship with Iranian regime and trusted by them, that he purchased weapons for the Iranian Government in the past.

He moved back to United States. The Immigration office denied his visa. Somehow he entered to US and was residing at Howard Johnson's Hotel on 1401 S. Las Vegas Blvd. 89104. He has a close relationship with the Hotel owner, Ali Fayeghi, and his son Sean S. Fayeghi. He has been doing real estate transactions, without obtaining the real estate license. He has been using false web sites to attract innocent people and taking their money to sell them land. Reza or Gholamreza Zandian has been using different names in the real estate transactions. He has been constantly moving from one place to another within the last two years. So people won't be able to find him, and in order to confuse the authorities.

The followings are some of the addresses that he has lived during the past two years or used as his mailing address:

FROM :

PHONE NO. :

Jun. 17 2002 02:22AM

2

-950 S. Seven Hill Dr. #1026 Henderson, Nevada 89052  
-1401 N. Las Vegas Blvd. 89104 (Howard Johnson's Hotel)  
-9550 W. Sahara Apt. 2148 Las Vegas, Nevada 89117  
-731 Mall Ring Circle Henderson, Nevada 89014  
-220 Sussex Pl. Carson City NV. 89703  
-P.O.Box 81624 Las Vegas, NV 89180-1624  
-8350 W. Sahara Ave. ste #150 Las Vegas NV 89117  
-8 San Ramon Dr. 92612 Irvine Ca.  
-Tower 8775, 4240 La Jolla Village Dr. Costa Verde Blvd.  
92037 ( across from the Marriot Hotel in La Jolla Beach  
(on the 14th floor) Probably Apt. 1460, which might be the  
current address.

Reza Zandian is married to Nilufar Foughani. At the present times they are living with his sister-in-law (Nilufar's sister, called Nastaran, in La Jolla)

Not to mention that Reza Zandian has been using more than 20 different phone numbers, while he carries 4-5 cell. phones in his pocket or his car. Most of time he uses the public phone for important calls. Some the phone numbers are as follow:

(775)450-6833 (858)344-2955  
(858)587-1414 (858)625-2460  
(949)400-5614  
(702)325-1849

There are a lot more than this that we don't know the numbers

Reza Zandian shipped 20 containers from Paris or Germany, one of the shipyard companies to the United State/Long Beach, California. He claims that all containers were containing the printing equipment. But it seems like there is more to it. Zandian is trying to proof to IRS that he has lost over 2 million dollars in business related to the shipyard containers! The informations are false, and he is trying to avoid paying the Federal Tax and the State Tax. On 2003-2004 Reza collected close \$1.5 million dollars commissions from Pico Holdings, Inc. at 874 Prospect Street, ste. 301 La Jolla, Ca. 92037-4264. (You may call Richard or Max at 888-389-3222 for more information.

Reza Zandian did paid taxes on that amount. He has not filed for the income tax at all.

Reza Zandian has set up false California Companies by using the former Optima employ's social security number. This company was called "Optima Technology Company". Zandian some how sold the company and did not pay any capital gain and cheated the IRS again.

The followings are some of the L.L.c.'s that has been open by Reza Zandian:

WFZ0726

Sparks Village L.L.C (100 Acres commercial, Active date 12/15/04):

- Sean S. Fayeghi, 1401 S. Las Vegas Blvd. Las Vegas, NV 89104
- Ali Fayeghi, 3080 Tioga Way, Las Vegas, NV. 89117
- Reza Zandian, 8350 W. Sahara Ave. Las Vegas, NV. 89117

Churchill Park Development L.L.C (active date 9/22/04):

- Elias Abrishami
- Rafi Abrishami
- Reza Zandian, 220 Sussex Pl, Carson City, NV. 89703

1-5- Plaza L.L.C, (Active date 2/3/05)

- Sean S. Fayeghi
- Sima Behnamjou
- Ali Fayeghi
- Reza Zandian, 8350 W. Sahara Ave. ste 150, Las Vegas NV. 89117

Optima Technology Corporation: (Active date 10/11/04)

- Reza Zandian 8 San Ramon Dr. Irvine, Ca. 92612

Gold Canyon Development: File date: 5/27/04

- Elias Abrishami
- Rafi Abrishami
- Reza Zandian, 9550 W. Sahara ave. ste. 1011 Las Vegas, Nv 89117

Lyon Park Development L.L.C: (Active Date 9/22/04)

- Elias Abrishami
- Rafi Abriasami
- Reza Zandian, 220 Sussex Pl Carson City, NV. 89703

High Tech Development L.L.C: (Active Date 9/22/04)

- Elias Abrishami
- Rafi Abrishami

-Reza Zandian

REMOVED PROJECT NUMBER (ACTIVE DATE: 10/1/03)

-Gholamreza Zandian Jazi, 9550 W. Sahara Ave. 2148  
Las Vegas, NV. 89117

Big Spring Ranch L.L.C (Active Date: 10/1/03)

-Gholamreza Zandi, P.O.Box 81624 Las Vegas, NV. 89180-1624

Nevada Land Water Resource L.L.C: (File date 5/13/03)

-Gholamreza Zandian Jazi, 9550 W. Sahara Ave. # 2148  
Las Vegas, NV. 89117

Reza Zandian has been trying to obtain the Green card for his family and himself, issuing the Green Card to this man is a very bad news to the Middle Eastern community, specially Iranian in California and Nevada.

If Homeland security or INS issue this man a permanent residency, it is like issuing a passport to Ben Laden. this man is capable of doing any thing for money. Two years ago he did not have a dime in his pocket, but all of a sudden he is talking of Million dollar deals! He has committed several frauds through the web sites by advertising real estate auctions. He has many victims in real estate transactions in Northern and Southern Nevada. He is providing false informatins to Immigration office. by opening false L.L.C's, to prove to Immigration that he has many investments in this country, while he did not even put one dime in any deal. He will do anything to obtain his green card.

Reza Zandian is very dangerous man, by investigating on him you will be really surprised. If you need more informations you may call Fred Sadri at (702) 873-8170.

Jun. 17 2002 02:24PM PT

PHONE NO. :

FROM :

WFZ0728



# JOHN PETER LEE, LTD.

ATTORNEYS AT LAW

830 LAS VEGAS BOULEVARD SOUTH

LAS VEGAS, NEVADA 89101

TELEPHONE (702) 382-4044

FACSIMILE (702) 383-9950

E-MAIL: info@johnpeterlee.com

August 25, 2005

Mr. Fariborz Fred Sadri  
Mr. Ray Koroghli  
3055 Via Sarafina  
Henderson, Nevada 89012

Re: Gholamreza Zandian Jazi

Gentlemen:

This office represents Gholamreza Zandian Jazi. He is a Managing Member of Wendover L.L.C. We have copies of Operating Agreements dated May 8, 2003 and December 26, 2003 naming each of you as a Managing Member, together with Mr. Zandian; providing that the principal place of business was at 4225 South Eastern Avenue, Las Vegas, Nevada 89119; that Managing Member Fariborz Fred Sadri's address is 2827 South Monte Cristo, Las Vegas, Nevada 89117 that the Resident Agent Ray Koroghli's address is 3055 Via Sarafina, Henderson, Nevada 89012; and that the principal place of business changed to the Via Sarafina address by the December Operating Agreement.

According to Paragraph 1.6 of each Agreement, Wendover is required to maintain books and records at its principal office. Accordingly, this letter is being delivered to you at each of the addresses which are shown in the Operating Agreements.

This letter makes demand upon you and each of you, at whatever address you are and wherever the books and records of Wendover L.L.C. are kept, to permit inspection and copying of the following records specifically identified in each of the Operating Agreements referred to in Paragraph 1.6, together with the company books as specified in Paragraph 4.2(a) designated as "books of account" and "books of account" as defined in Paragraph 5.6:

- (a) A current list of the full name and last known business address of each Managing Member and Member separately identifying all Members in alphabetical order.
- (b) A copy of the filed Articles of Organization and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any document has been executed.

WFZ0730

**JOHN PETER LEE, LTD.**

**ATTORNEYS AT LAW**

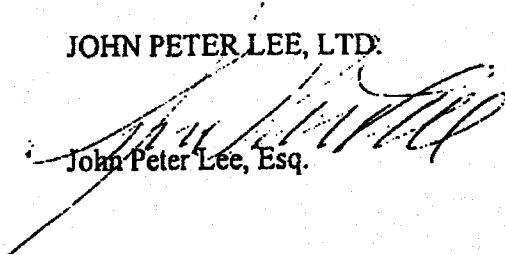
Mr. Fariborz Fred Sadri  
Mr. Ray Koroghli  
August 25, 2005  
Page Two

- (c) Copies of the Company's federal income tax returns and reports, if any, for the three (3) most recent years.
- (d) Copies of any then effective Operating Agreement and of any financial statements for the Company for the three (3) most recent years.
- (e) A statement setting forth the Capital Contributions of each Member including:
  - (1) The amount of cash and description and statement of the agreed value of the other property or services contributed by each Member and which each Member has agreed to contribute.
  - (2) The items as to which or events on the happening of which any additional contributions agreed to be made by each Member are to be made.
  - (3) Any right of a Member to receive, or of a Managing Member to make, distributions to a Member (including Managing Members) which include the return of all or any part of the Member's contributions as set forth more fully in Article 3, paragraph 3.8.
  - (4) Any events upon the happening of which the Company is to be dissolved and its affairs wound up.

This request requires you to produce for inspection the aforementioned books and documents on the 2<sup>nd</sup> day of September, 2005 at the hour of 10:00 a.m. at the principal place of business of Wendover L.L.C. at 3055 Via Sarafina, Henderson, Nevada. At that time, our client, and a representative of this office, will review the records demanded and copy those documents which are necessary to support our client's rights.

Yours truly,

JOHN PETER LEE, LTD.

  
John Peter Lee, Esq.

JPL/jlr  
cc: Client  
1334.022860

WFZ0731



5 5 .





**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



any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded February 22, 1991 in Book 3216, Page 526 as Document No. 1461483 of Official Records.

**PARCEL C:**  
A.P.N. 079-150-13

The Northeast  $\frac{1}{4}$ ; South  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$ ; South  $\frac{1}{2}$  of Section 27,  
Township 21 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 09, 1990 in Book 3019, Page 756 as Document No. 1373452 of Official Records.

**PARCEL D:**  
A.P.N. 084-040-02

Section 5, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such



use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded February 22, 1991 in Book 3216, Page 526 as Document No. 1461483 of Official Records.

**PARCEL E:**  
A.P.N. 084-040-04

Section 3, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL F:**  
A.P.N. 084-040-06

Section 1, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection



therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL G:**  
A.P.N. 084-040-10

The North  $\frac{1}{2}$  and the North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the North  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ , all in Section 11, Township 20 North, Range 23 East, M.D.B.&M.

ALSO EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL H:**  
A.P.N. 084-130-07

The Northwest  $\frac{1}{4}$  and the North  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  and Government Lot 1 in the Southwest  $\frac{1}{4}$  of Section 15, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with



any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL I:**  
A.P.N. 084-140-17

The Northeast  $\frac{1}{4}$  of Section 15, Township 20 North, Range 23 East, M.D.B.&M.

**EXCEPTING THEREFROM** all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

**FURTHER EXCEPTING** and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

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1 ANS  
 2 JOHN M. NETZORG, ESQ.  
 3 Nevada Bar No. 1335  
 4 2810 West Charleston Boulevard, #H-81  
 5 Las Vegas, Nevada 89102  
 6 (702) 878-3400  
 7 Attorney for RAY KOROGHLI, individually  
 8 FARIBORZ FRED SADRI, individually and as Trustee  
 9 of the STAR LIVING TRUST

DISTRICT COURT  
CLARK COUNTY, NEVADA

GHOLAMREZA ZANDIAN JAZI,

Plaintiff,

vs.

RAY KOROGHLI, individually, FARIBORZ  
 FRED SADRI, individually and as Trustee of the  
 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

Defendants

)  
)  
) CASE NO. A 511131  
) DEPT. NO. XIII  
)  
)  
)  
)  
) DEFENDANTS' RAY  
) KOROGHLI AND FARIBORZ  
) SADRI'S ANSWER AND  
) COUNTERCLAIM  
)  
)  
)  
)

Date of Hearing: n/a  
Time of Hearing: n/a

COME NOW, Defendants Ray Koroghli and Fariborz Fred Sadri, by and through their counsel, John M. Netzorg, Esq., and for their Answer to Plaintiff's First Amended Complaint, state as follows:

1. Answering Paragraph 1, Answering Defendants are without sufficient knowledge or information upon which to base a belief as to the truth of the allegations contained in Paragraph 1, and upon said ground deny each and every allegation contained therein.

CE19

WFZ0738

131

LAW OFFICES OF  
**JOHN M. NETZORG**  
 2810 W. CHARLESTON BLVD., SUITE H-81  
 LAS VEGAS, NEVADA 89102  
 (702) 878-3400

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2. Answering Defendants admit the allegations contained in Paragraph 2.  
3. Answering Defendants admit the allegations contained in Paragraph 3.  
4. Answering Paragraph 4, Answering Defendants are without sufficient knowledge or information upon which to base a belief as to the truth of the allegations contained in Paragraph 4, and upon said ground deny each and every allegation contained therein.

- 5. Answering Defendants deny the allegations contained in Paragraph 5.
- 6. Answering Defendants deny the allegations contained in Paragraph 6.
- 7. Answering Defendants deny the allegations contained in Paragraph 7.
- 8. Answering Defendants deny the allegations contained in Paragraph 8.
- 9. Answering Defendants deny the allegations contained in Paragraph 9.
- 10. Answering Defendants deny the allegations contained in Paragraph 10.
- 11. Answering Defendants deny the allegations contained in Paragraph 11.
- 12. Answering Defendants deny the allegations contained in Paragraph 12.

**Attorney's Fee**

Answering Defendants deny this allegation.

**COUNTERCLAIM**

COME NOW, Counterclaimants, RAY KOROGHLI and FARIBORZ FRED SADRI and for their counterclaims against the Counterdefendant GHOLAMREZ ZANDIAN JAZI, allege as follows:

- 1. Counterclaimant RAY KOROGHLI (hereinafter "Ray") is a member and manager of the three named LLCs.
- 2. Counterclaimant FARIBORZ FRED SADRI (hereinafter "Fred") is a member and manager of the three named LLCs.

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3. Counterdefendant GHOLAMREZA ZANDIAN JAZI aka Zandian and Zandian Jazi (hereinafter "Zandian") is believed to live in California.

4. Zandian was introduced to Fred by Fred's uncle who indicated Zandian was a prominent business man, was down on his luck, and needed some assistance.

5. Zandian and his family befriended Fred.

6. Zandian represented to Fred and Ray that he had substantial holdings in Europe and in Iran.

7. Zandian further represented that he had a personal relationship with Vidler Water Company, an affiliate of Pico Holdings, Inc., the purchasers of the Union Pacific land holdings in northern Nevada and water rights appurtenant thereto.

8. Zandian represented that by reason of his relationships with Vidler, its CEO, John R. Hart, and other officers, that he was in a position to acquire substantial land holdings in Nevada for a fraction of their value.

9. Based on these representations, the parties undertook a number of investments.

10. The parties' initial investment was Nevada Land and Water Resources, LLC.

11. This transaction closed in the summer of 2003.

12. Each of the partners was to be responsible for one-third of the million dollar investment in this 4400-acre parcel in Pah Rah, Washoe County, Nevada.

13. Zandian represented that he had a shipping company in Europe as well as houses in Paris, Nice, and Iran and was temporarily without funds.

14. Fred advanced 100% of Zandian's investment in the form of a purchase money note and deed of trust.

15. Later that year, in December, the parties closed on two other transactions, one of



1 which the Big Springs Ranch Project, a 37,000 acre parcel and 20,000 acre feet of water located  
2 25 miles from Wendover.

3 16. As with the prior project, Fred and Ray put up \$900,000.00 apiece and Zandian  
4 nothing.

5 17. The third investment was the Wendover Project, LLC.

6 18. When Zandian introduced the Wendover Project to his partners, he represented  
7 that this 6400 acre Vidler holding, west of Wendover, Nevada, could be acquired for  
8 \$15,000,000.00, or approximately one-third of its \$50,000,000.00 value.  
9

10 19. Zandian, claiming to own a shipping yard in Europe, was to contribute his  
11 \$3,000,000.00 in stock in the facility and the partners would share equally.

12 20. Fred and Ray organized the financing and brought in several new investors to  
13 invest to reduce the loan amount.

14 21. The operating agreements disclosed what the managing partners were to receive.

15 22. The original purchase included a substantial purchase money deed of trust.

16 23. When debt service was necessary, Fred and Ray made the payments.

17 24. When the note and deed of trust matured, Fred hypothecated his other properties  
18 in order to save the Wendover Project from foreclosure.  
19

20 25. Subsequently, several investors were brought to Wendover to view the  
21 project and introduced to City officials.  
22

23 26. In response to inquiries as to the value of the land, the City officials indicated that  
24 it was \$200.00 to \$400.00 an acre.

25 27. As a result of Zandian's failure to contribute anything, questions as to the accuracy  
26 of his representations and his refusal to assist in the financing, Fred and Ray became concerned  
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and flew to California to meet with John Hart, the CEO of Vidler Water Company and Pico Holdings, the sellers of the land.

28. Fred and Ray were advised by Mr. Hart that the stock tendered by Zandian was worthless.

29. On further demand, Fred and Ray were provided with documentation that Zandian had received undisclosed commissions on all transactions from his principal, the seller.

30. Zandian represented that Fred and Ray would be partners in a 2,000 acre parcel in Dayton, Nevada.

31. Without Fred and Ray's knowledge, Zandian proceeded with the acquisition of this and other properties excluding Fred and Ray, but using investors introduced to him by them to close the transactions.

32. Zandian proceeded to form LLCs including Gold Canyon Development, LLC, High-Tech Development, LLC, Lion Park Development, LLC, Churchill Park Development, LLC and Sparks Village, LLC during 2004 and additional LLCs during 2005 including Dayton Plaza, LLC and Misfits Development, LLC.

33. As a result of learning that not only had Zandian tendered no consideration for his interests, but that he had received undisclosed and improper commissions from the sellers on each of the land transactions, the agreements were rescinded.

34. Nevada Land and Water, LLC, the first transaction, was never conveyed to the LLC, but rather, Zandian refused and the interests were held as tenants-in-common.

35. Zandian has neither tendered nor paid one penny on the note and deed of trust which was on the eve of foreclosure in December 2005.

36. As a result of having tendered worthless stock for the acquisition of the Wendover

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Project, and actually having received hundreds of thousands of dollars in secret compensation, his rescinded interest was transferred to the other investors pro rata.

**FIRST COUNTERCLAIM FOR RELIEF**

**(Rescission)**

37. Counterclaimants repeat and reallege each and every allegation set forth above in Paragraphs 1 through 36 as though fully set forth at length herein.

38. The Counterdefendant misrepresented the terms and conditions of the investments.

39. The Counterdefendant has taken over half a million dollars in undisclosed commissions and profits while simultaneously representing their value and Counterclaimants' intentions.

40. Had Counterclaimants been aware of the true facts, they never would have entered into the transactions.

41. By reason of the misrepresentations, breach of fiduciary duties, and receipt of undisclosed commissions and compensation, the Counterclaimants and investment entities are entitled to rescission.

42. By reason of a failure of consideration, the Counterclaimants and investment entities are entitled to rescission.

43. By reason of Counterdefendant's intentional misrepresentations and omissions of material fact, the Counterclaimants are entitled to rescission.

**SECOND COUNTERCLAIM FOR RELIEF**

**(Derivative Claims by the LLCS and by Counterclaimants)**

44. Counterclaimants repeat and reallege each and every allegation set forth in

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Paragraphs 1 through 43 above as though fully set forth at length herein.

45. Counterdefendant was the fiduciary of the investors and was under a duty to disclose all compensation received.

46. By negotiating commissions, not only was this conduct in violation of Nevada real estate law, but it worked a fraud against the Counterclaimants in that Counterdefendant received undisclosed commissions and profits.

47. The Counterdefendant had fiduciary duties and statutory duties to disclose all compensation and agency relationships.

48. Even though Counterdefendant was not a Nevada licensee, he was nonetheless required to comply with Nevada Agency Disclosure Statutes and the other real estate licensee requirements.

49. Counterdefendant has not contributed one penny towards the principal amounts, interest, property taxes, water rights, engineering or anything.

50. In receiving hundreds of thousands of dollars in undisclosed commissions, the Counterdefendant has enriched himself at his fiduciaries' and the Counterclaimants' expense.

51. In so acting, the Counterdefendant has caused the Counterclaimants damages in an amount in excess of \$10,000.00.

52. In doing the acts set forth, the Counterdefendant has acted willfully, maliciously, and with the intent to injure the Counterclaimants such that the Counterclaimants are entitled to punitive and exemplary damages in an amount in excess of \$10,000.00.

**THIRD COUNTERCLAIM FOR RELIEF**

**(Breach of Fiduciary Duties)**

53. Counterclaimants repeat and reallege each and every allegation set forth in

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Paragraphs 1 through 51 above as though fully set forth at length herein.

54. Counterdefendant, as a partner, co-member, co-manager, undisclosed agent, and purported friend owed duties of disclosure to the Counterclaimants.

55. The standard for disclosure in Nevada is that each partner knows everything the other partner knows.

56. In negotiating secret commissions, misrepresenting assets, misrepresenting values, and in the other conduct complained of above, the Counterdefendant breached his fiduciary duties causing the Counterclaimants damages in an amount in excess of \$10,000.00.

57. In so acting in doing the acts set forth, the Counterdefendant has acted willfully, maliciously, and with the intent to injure the Counterclaimants such that the Counterclaimants are entitled to punitive and exemplary damages in an amount in excess of \$10,000.00.

**FOURTH COUNTERCLAIM FOR RELIEF**

**(Derivative Claims)**

58. Counterclaimants repeat and reallege each and every allegation contained in Paragraphs 1 through 56 above as though fully set forth at length herein.

59. Independently, and in the alternative, Counterclaimants make claim on behalf of the LLCs for recovery of the undisclosed commissions and profits and for rescission of Counterdefendant's membership interests.

60. Accordingly, the entities request an accounting and a judicial declaration that by reason of the misrepresentations, failure of consideration, breach of fiduciary duties and otherwise, that the membership interests claimed by Counterdefendant be declared null and void and rescinded and that the parties be restored to their status quo ante.

61. Derivatively and additionally, Counterclaimants request that all undisclosed

1 commissions and compensation received by Counterdefendant be disgorged together with the  
2 rescission.

3 **FIFTH COUNTERCLAIM FOR RELIEF**

4 **(Constructive Trust)**

5 62. Counterclaimants repeat and reallege each and every allegation contained in  
6 Paragraphs 1 through 60 above as though fully set forth at length herein.

7 63. Counterclaimants were advised that there were four Vidler properties being  
8 pursued.

9 64. Counterdefendant acquired one of the four properties, without the  
10 Counterclaimants' knowledge or consent, for his own account.

11 65. In acquiring the Dayton property, after advising the Counterclaimants that they  
12 would receive it, the Counterdefendant acquired the property utilizing funds apparently provided  
13 by one of the Counterclaimants' original investors.

14 66. In breaching his fiduciary duties, converting this company opportunity, and  
15 defrauding his co-investors, Counterdefendant has damaged the Counterclaimants in an amount  
16 in excess of \$10,000.00.

17 67. The conduct of Counterdefendant is such that a constructive trust need be imposed  
18 upon the asset so that it may be retained for the benefit of the defrauded Counterclaimants.

19 **SIXTH COUNTERCLAIM FOR RELIEF**

20 **(Negligence)**

21 68. Counterclaimants repeat and reallege each and every allegation contained in  
22 Paragraphs 1 through 66 above as though fully set forth herein.

23 69. Counterdefendant, in his dealings with Counterclaimants, owed them duties of  
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1 good faith and to conduct himself in a manner which would not adversely impact the  
2 Counterclaimants' interests.

3 70. Counterdefendant owed both a contractual duty of good faith and by reason of the  
4 fiduciary relationships, a tort duty of good faith as well.

5 71. In breaching his duties to the Counterclaimants, the Counterdefendant has caused  
6 the Counterclaimants damages in an amount in excess of \$10,000.00 for negligence damages.

7 **SEVENTH COUNTERCLAIM FOR RELIEF**

8 72. Counterclaimants repeat and reallege each and every allegation contained in  
9 Paragraphs 1 through 70 above as though fully set forth at length herein.

10 73. In no event should this Counterclaim nor any provision of this pleading ever be  
11 interpreted as an action on the Star Living Trust note and deed of trust which are secured by the  
12 Nevada Land and Water Company interest of Counterdefendant.

13 74. The Star Living Trust has elected to proceed with non-judicial disclosure of that  
14 note and obligation.

15 75. Other than the note and deed of trust discussed herein, Counterdefendant has  
16 breached his obligations under the LLC agreements and in so doing, has caused  
17 Counterclaimants and the LLCs damages in an amount in excess of \$10,000.00.

18 **EIGHTH CLAIM FOR RELIEF**

19 **(Declaratory Relief)**

20 76. Counterclaimants repeat and reallege each and every allegation contained in  
21 Paragraphs 1 through 74 above as though fully set at length herein.

22 77. Disputes have arisen between the parties as to their mutual rights and  
23 entitlements.

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78. As outlined above, Counterclaimants have rescinded, legally or equitably, Counterdefendant's interests in the Wendover Project, LLC and the Big Springs, LLC.

79. Furthermore, Counterclaimants claim an interest in the fourth Vidler property located in Dayton.

80. The Counterclaimants do not seek the dissolution and winding up of the LLCs, but rather seek the rescission of Counterdefendant's interests.

81. It is otherwise necessary for the Court to adjudicate the parties' rights and entitlements.

82. Accordingly, Counterclaimants request a declaration from this Court determining the rights and entitlements of the parties in each of the investments.

**NINTH CLAIM FOR RELIEF**

**(For Attorney's Fees and Special Damages)**

83. Counterclaimants repeat and reallege each and every allegation contained in Paragraphs 1 through 82 above as though fully set forth at length herein.

84. By reason of Counterdefendant's activities, it has been necessary to retain attorneys.

85. In seeking the disgorgement of the profits, rescission and the other equitable relief requested herein, Counterclaimants are incurring attorney's fees due to Counterdefendant's conduct.

86. In so acting, Counterdefendant has caused Counterclaimants' damages in an amount in excess of \$10,000.00.

**WHEREFORE**, Counterclaimants pray for relief as follows:

1. That Plaintiff take nothing by way of his Complaint;

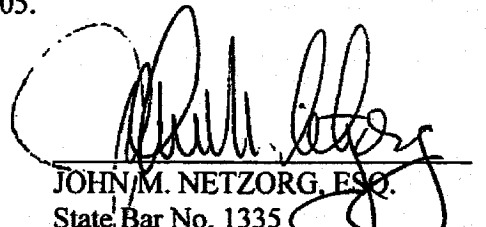


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2. For rescission of Counterdefendant's interests;
3. For disgorgement by Counterdefendant of all undisclosed commissions and profits;
4. For an accounting of all proceeds received by Counterdefendant;
5. For general damages in an amount in excess of \$10,000.00;
6. For punitive damages in an amount in excess of \$10,000.00;
7. For the imposition of a constructive trust on the Dayton property and any other misappropriated opportunities or ventures;
8. For declaratory relief;
9. For such further relief as the court deems just and proper, including attorney's fees, costs, and interest.


Dated this 6th day of December 2005.

  
JOHN M. NETZORG, ESQ.  
State Bar No. 1335  
2810 W. Charleston Boulevard, #81  
Las Vegas, Nevada 89102  
Attorney for KOROGHLI/SADRI

**RECEIPT OF COPY**

**RECEIPT OF COPY** of the foregoing Answer and Counterclaim is acknowledged this

6 day of December 2005.

  
JOHN PETER LEE, ESQ.  
JOHN PETER LEE, LTD.  
Nevada Bar No. 1768  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
Attorney for Plaintiff/Counterdefendant

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ANS  
1 JOHN M. NETZORG, ESQ.  
2 Nevada Bar No. 1335  
3 2810 West Charleston Boulevard, #H-81  
4 Las Vegas, Nevada 89102  
(702) 878-3400  
Attorney for Defendants/Counterclaimants

DISTRICT COURT  
CLARK COUNTY, NEVADA

8 GHOLAMREZA ZANDIAN JAZI, )

9 Plaintiff, )

) CASE NO. A 511131  
) DEPT. NO. XIII

10 vs. )

11 RAY KOROGHLI, individually, FARIBORZ )  
12 FRED SADRI, individually and as Trustee of the )  
13 the Star Living Trust, WENDOVER PROJECT, )  
14 LLC, a Nevada limited liability company; BIG )  
15 SPRING RANCH, LLC, a Nevada limited liability )  
16 company, and NEVADA LAND AND WATER )  
17 RESOURCES, LLC, a Nevada limited liability )  
company )

16 Defendants )

) ANSWER OF WENDOVER  
) PROJECT, LLC, BIG SPRING  
) RANCH, LLC and NEVADA LAND  
) AND WATER RESOURCES, LLC  
) TO PLAINTIFF'S COMPLAINT

18 Date of Hearing: n/a  
19 Time of Hearing: n/a

20 COME NOW, Defendants WENDOVER PROJECT, LLC, BIG SPRING RANCH, LLC  
21 and NEVADA LAND AND WATER RESOURCES, LLC, by and through their counsel, John  
22 M. Netzorg, Esq., and for their Answer to Plaintiff's First Amended Complaint, state as follows:

23 1. Answering Paragraph 1, Answering Defendants are without sufficient  
24 knowledge or information upon which to base a belief as to the truth of the allegations contained  
25 in Paragraph 1, and upon said ground deny each and every allegation contained therein.

26 2. Answering Defendants admit the allegations contained in Paragraph 2.  
27  
28

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3. Answering Defendants admit the allegations contained in Paragraph 3.
4. Answering Defendants deny the allegations contained in Paragraph 4.
5. Answering Defendants deny the allegations contained in Paragraph 5.
6. Answering Defendants deny the allegations contained in Paragraph 6.
7. Answering Defendants deny the allegations contained in Paragraph 7.
8. Answering Defendants deny the allegations contained in Paragraph 8.
9. Answering Defendants deny the allegations contained in Paragraph 9.
10. Answering Defendants deny the allegations contained in Paragraph 10.
11. Answering Defendants deny the allegations contained in Paragraph 11.
12. Answering Defendants deny the allegations contained in Paragraph 12.

**Attorney's Fee**

Answering Defendants deny this allegation.

**FIRST AFFIRMATIVE DEFENSE**

Plaintiff's Complaint fails to state a claim upon which relief may be granted.

**SECOND AFFIRMATIVE DEFENSE**

Plaintiff is barred from bringing an individual action against the LLCs.

**THIRD AFFIRMATIVE DEFENSE**

Plaintiff is seeking to recover commissions in violation of Nevada law.

**FOURTH AFFIRMATIVE DEFENSE**

Plaintiff has failed to bring a derivative action as required by law.

**FIFTH AFFIRMATIVE DEFENSE**

Plaintiff has failed to name necessary parties.

**SIXTH AFFIRMATIVE DEFENSE**

1 Plaintiff has wrongfully recorded lis pendens against the properties when Plaintiff owns  
2 only a personal property interest, if anything, in the Limited Liability Companies.  
3

**SEVENTH AFFIRMATIVE DEFENSE**

4  
5 There are no allegations that the Limited Liability Companies made any actionable words  
6 against the Plaintiff.  
7

**EIGHTH AFFIRMATIVE DEFENSE**

8  
9 The Plaintiff has failed to specify what claims, if any, it is making against the Limited  
10 Liability Companies.  
11

**NINTH AFFIRMATIVE DEFENSE**

12 The Defendants' conduct is subject to an absolute privilege.  
13

**TENTH AFFIRMATIVE DEFENSE**

14 The Defendants' conduct is subject to a qualified privilege.  
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**ELEVENTH AFFIRMATIVE DEFENSE**

16 The defamatory allegations, if any, are true.  
17

**TWELFTH AFFIRMATIVE DEFENSE**

18 NRS 50.095 is inapplicable due to the issue of character raised by the Defendants' defense  
19 of truth.  
20  
21

**THIRTEENTH AFFIRMATIVE DEFENSE**

22 The Defendants' actions were justified.  
23

**FOURTEENTH AFFIRMATIVE DEFENSE**

24 There was no publication.  
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LAW OFFICES OF  
**JOHN M. NETZORG**  
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LAS VEGAS, NEVADA 89102  
(702) 878-3400

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**FIFTEENTH AFFIRMATIVE DEFENSE**

Any publication to counsel is not a publication.

**SIXTEENTH AFFIRMATIVE DEFENSE**

Communications with counsel are privileged.

**SEVENTEENTH AFFIRMATIVE DEFENSE**

There have been no special or other damages.

**EIGHTEENTH AFFIRMATIVE DEFENSE**

Matters of opinion are not defamatory.

**NINETEENTH AFFIRMATIVE DEFENSE**

There was no malice.

**COUNTERCLAIM**

COME NOW, Counterclaimant, WENDOVER PROJECT, LLC and for its counterclaims against the Counterdefendant GHOLAMREZ ZANDIAN JAZI, alleges as follows:

1. Counterdefendant GHOLAMREZA ZANDIAN JAZI aka Zandian and Zandian Jazi (hereinafter "Zandian") is believed to live in California.
2. In December 2003, the parties closed on two transactions, one of which the Big Springs Ranch Project, a 37,000 acre parcel and 20,000 acre feet of water located 25 miles from Wendover, and the other investment was the Wendover Project, LLC.
3. Zandian represented the Wendover Project to his partners, he represented that this 6400 acre Vidler holding, west of Wendover, Nevada, could be acquired for \$15,000,000.00, or approximately one-third of its \$50,000,000.00 value.
4. Zandian, claiming to own a shipping yard in Europe, was to contribute his \$3,000,000.00 in stock in the facility and the partners would share equally.

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5. The operating agreements disclosed what the managing partners were to receive.
6. The original purchase included a substantial purchase money deed of trust.
7. Fred and Ray were advised by Mr. Hart, CEO of Pico Holdings advised that stock tendered by Zandian was for his Wendover interest was worthless.
8. On further demand, Mr. Hart provided documentation that Zandian had received undisclosed commissions on all transactions from his principal, the seller.
9. As a result of learning that not only had Zandian tendered no consideration for his interests, but that he had received undisclosed and improper commissions from the sellers on each of the land transactions, the agreements were rescinded.
10. As a result of having tendered worthless stock for the acquisition of the Wendover Project, and actually having received hundreds of thousands of dollars in secret compensation, his rescinded interest was transferred to the other investors pro rata.

**FIRST COUNTERCLAIM FOR RELIEF**

**(Rescission)**

11. Counterclaimant repeats and realleges each and every allegation set forth above in Paragraphs 1 through 10 as though fully set forth at length herein.
12. The Counterdefendant misrepresented the terms and conditions of the investments.
13. The Counterdefendant has taken hundreds of thousands of dollars in undisclosed commissions and profits.
14. Had Counterclaimant been aware of the true facts, it never would have entered into the transactions or those terms and conditions.
15. By reason of the misrepresentations, breach of fiduciary duties, and receipt of

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undisclosed commissions and compensation, the Counterclaimants and investment entities are entitled to rescission.

16. By reason of a failure of consideration, the Counterclaimants and investment entities are entitled to rescission.

17. By reason of Counterdefendant's intentional misrepresentations and omissions of material fact, the Counterclaimants are entitled to rescission.

**SECOND COUNTERCLAIM FOR RELIEF**

**(Unjust Enrichment)**

18. Counterclaimant repeats and realleges each and every allegation set forth in Paragraphs 1 through 17 above as though fully set forth at length herein.

19. Counterdefendant was the fiduciary of the investors and was under a duty to disclose all compensation received.

20. By negotiating commissions, not only was this conduct in violation of Nevada real estate law, but it worked a fraud against the Counterclaimant in that Counterdefendant received undisclosed commissions and profits.

21. The Counterdefendant had fiduciary duties and statutory duties to disclose all compensation and agency relationships.

22. Even though Counterdefendant was not a Nevada licensee, he was nonetheless required to comply with Nevada Agency Disclosure Statutes and the other real estate licensee requirements.

23. Counterdefendant has not contributed one penny towards the principal amounts, interest, property taxes, water rights, engineering or anything.

24. In receiving hundreds of thousands of dollars in undisclosed commissions, the



Counterdefendant has enriched himself at his fiduciaries' and the Counterclaimant's expense.

25. In so acting, the Counterdefendant has caused the Counterclaimant damages in an amount in excess of \$10,000.00.

26. In doing the acts set forth, the Counterdefendant has acted willfully, maliciously, and with the intent to injure the Counterclaimants such that the Counterclaimant is entitled to punitive and exemplary damages in an amount in excess of \$10,000.00.

**THIRD COUNTERCLAIM FOR RELIEF**

**(Breach of Fiduciary Duties)**

27. Counterclaimant repeats and realleges each and every allegation set forth in Paragraphs 1 through 26 above as though fully set forth at length herein.

28. Counterdefendant, as manager and undisclosed agent owed duties of disclosure to the Counterclaimant.

29. In negotiating secret commissions, misrepresenting assets, misrepresenting values, and in the other conduct complained of above, the Counterdefendant breached his fiduciary duties causing the Counterclaimant damages in an amount in excess of \$10,000.00.

30. In so acting In doing the acts set forth, the Counterdefendant has acted willfully, maliciously, and with the intent to injure the Counterclaimants such that the Counterclaimants are entitled to punitive and exemplary damages in an amount in excess of \$10,000.00.

**FOURTH COUNTERCLAIM FOR RELIEF**

**(Negligence)**

31. Counterclaimant repeats and realleges each and every allegation contained in Paragraphs 1 through 30 above as though fully set forth at length herein.

32. Counterclaimant makes claim for recovery of the undisclosed commissions and

LAW OFFICES OF  
**JOHN M. NETZORG**  
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LAS VEGAS, NEVADA 89102  
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profits and for rescission of Counterdefendant's membership interests.

1  
2 33. Accordingly, the entities request an accounting and a judicial declaration that by  
3 reason of the misrepresentations, failure of consideration, breach of fiduciary duties and  
4 otherwise, that the membership interests claimed by Counterdefendant be declared null and void  
5 and rescinded and that the parties be restored to their status quo ante.

6 34. Derivatively and additionally, Counterclaimant requests that all undisclosed  
7 commissions and compensation received by Counterdefendant be disgorged together with the  
8 rescission.  
9

10 **FIFTH COUNTERCLAIM FOR RELIEF**

11 **(Negligence)**

12 35. Counterclaimant repeats and realleges each and every allegation contained in  
13 Paragraphs 1 through 34 above as though fully set forth herein.

14 36. Counterdefendant, in his dealings with Counterclaimant, owed it duties of  
15 good faith and to conduct himself in a manner which would not adversely impact the  
16 Counterclaimant's interests.  
17

18 37. Counterdefendant owed both a contractual duty of good faith and by reason of the  
19 fiduciary relationships, a tort duty of good faith as well.  
20

21 38. In breaching his duties to the Counterclaimant, the Counterdefendant has caused  
22 the Counterclaimant damages in an amount in excess of \$10,000.00 for negligence damages.  
23

24 **SIXTH COUNTERCLAIM FOR RELIEF**

25 **(Declaratory Relief)**

26 39. Counterclaimant repeats and realleges each and every allegation contained in  
27 Paragraphs 1 through 38 above as though fully set forth at length herein.  
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40. Disputes have arisen between the parties as to their mutual rights and entitlements.

40. As outlined above, Counterclaimant has rescinded, legally or equitably, Counterdefendant's interests in the Wendover Project, LLC.

41. Furthermore, Counterclaimant claims an interest in the fourth Vidler property located in Dayton.

42. The Counterclaimant does not seek the dissolution and winding up of the LLCs, but rather seek the rescission of Counterdefendant's interests.

43. It is otherwise necessary for the Court to adjudicate the parties' rights and entitlements.

44. Accordingly, Counterclaimant requests a declaration from this Court determining the rights and entitlements of the parties in each of the investments.

**SEVENTH CLAIM FOR RELIEF**

**(For Attorney's Fees and Special Damages)**

45. Counterclaimants repeat and reallege each and every allegation contained in Paragraphs 1 through 44 above as though fully set forth at length herein.

46. By reason of Counterdefendant's activities, it has been necessary to retain attorneys.

47. In seeking the disgorgement of the profits, rescission and the other equitable relief requested herein, Counterclaimant is incurring attorney's fees due to Counterdefendant's conduct.

48. In so acting, Counterdefendant has caused Counterclaimant damages in an amount in excess of \$10,000.00.

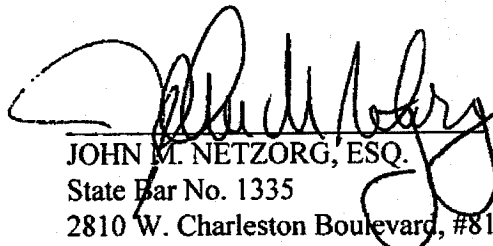
**WHEREFORE**, Defendants and Counterclaimant pray for relief as follows:

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1. That Plaintiff take nothing by way of his Complaint;
2. For rescission of Counterdefendant's interests;
3. For disgorgement by Counterdefendant of all undisclosed commissions and profits;
4. For an accounting of all proceeds received by Counterdefendant;
5. For general damages in an amount in excess of \$10,000.00;
6. For punitive damages in an amount in excess of \$10,000.00;
7. For the imposition of a constructive trust on the Dayton property and any other misappropriated opportunities or ventures;
8. For declaratory relief;

For such further relief as the court deems just and proper, including attorney's

Dated this 4th day of May 2006.



JOHN M. NETZORG, ESQ.  
State Bar No. 1335  
2810 W. Charleston Boulevard, #81  
Las Vegas, Nevada 89102  
Attorney for Defendants

**CERTIFICATION OF SERVICE**

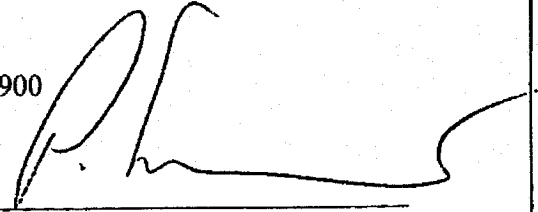
I hereby certify that I am an employee of John M. Netzorg, Esq., that on this 4th day of May 2006 a copy of the foregoing ANSWER TO PLAINTIFF'S COMPLAINT AND COUNTERCLAIM was mailed to each of the following by depositing copies in the U.S. Mail at Las Vegas, Nevada in sealed envelopes, containing first class prepaid postage, as well as sent via facsimile where indicated, addressed as follows:

LAW OFFICES OF  
**JOHN M. NETZORG**  
2810 W. CHARLESTON BLVD., SUITE H-81  
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**FAX NO. 383-9950**  
JOHN PETER LEE, ESQ.  
JOHN PETER LEE, LTD.  
Nevada Bar No. 1768  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
Attorney for Plaintiff/Counterdefendant

Floyd Hale, Esq.  
JAMS  
2300 W. Sahara Avenue, #900  
Las Vegas, Nevada 89102



an employee of John M. Netzorg, Esq.

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*Shirley A. Rungius*  
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1 RPLY  
2 JOHN PETER LEE, LTD.  
3 JOHN PETER LEE, ESQ.  
4 Nevada Bar No. 001768  
5 830 Las Vegas Boulevard South  
6 Las Vegas, Nevada 89101  
7 (702) 382-4044 Fax: (702) 383-9950  
8 Attorneys for Plaintiff/Counterdefendant

DISTRICT COURT  
CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDIAN JAZI, )

10 Plaintiff, )

11 v. )

12 RAY KOROGHLI, individually, FARIBORZ FRED )  
13 SADRI, individually, and as Trustee of the Star )  
14 Living Trust, WENDOVER PROJECT, LLC, a )  
15 Nevada limited liability company; BIG SPRING )  
16 RANCH, LLC, a Nevada limited liability company, )  
17 and NEVADA LAND AND WATER )  
18 RESOURCES, LLC, a Nevada limited liability )  
19 company, )

20 Defendants. )

21 RAY KOROGHLI, individually and FARIBORZ )  
22 FRED SADRI, individually, )

23 Counterclaimants, )

24 v. )

25 GHOLAMREZ ZANDIAN JAZI, )

26 Counterdefendant. )

27 WENDOVER PROJECT, LLC, )

28 Counterclaimant, )

29 v. )

30 GHOLAMREZ ZANDIAN JAZI, )

31 Counterdefendant. )

CASE NO.: A511131  
DEPT. NO.: XIII

REPLY TO COUNTERCLAIM  
OF WENDOVER PROJECT, LLC  
AND COUNTERCLAIM  
AGAINST WENDOVER  
PROJECT, LLC

DATE: N/A  
TIME: N/A

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COUNTY CLERK

JOHN PETER LEE, LTD.

ATTORNEYS AT LAW

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1 GHOLAMREZ ZANDIAN JAZI,  
2 Counterclaimant,  
3 v.  
4 WENDOVER PROJECT, LLC,  
5 Counterdefendant,

6 1334.022860-JLR

7 COMES NOW the Plaintiff and Counterdefendant, Gholamreza Zandian Jazi ("Zandian"),  
8 by and through his counsel, John Peter Lee, Ltd., and for and a Reply the Counterclaim of Wendover  
9 Project, LLC, alleges as follows:

10 **FIRST DEFENSE**

- 11 1. The Counterclaim fails to state facts upon which relief can be granted.

12 **SECOND DEFENSE**

- 13 2. The Counterclaim is not responsive to the assertions made in the Complaint, but  
14 rather makes irrelevant assertions against the Plaintiff/Counterdefendant, which are not and cannot  
15 be the subject of any contractual matters existing between him and the answering  
16 Defendant/Counterclaimant Wendover Project, LLC.

17 **THIRD DEFENSE**

- 18 3. Plaintiff/Counterdefendant admits that he is a resident of the State of California, but  
19 denies all the remaining allegations of the Counterclaim as being totally irrelevant, immaterial and  
20 not binding upon the Plaintiff/Counterdefendant.

- 21 4. Specifically this Counterdefendant denies that as a matter of fact the agreements  
22 referred to in the Counterclaim were "rescinded" and denies further that the LLC had the authority  
23 to transfer the "rescinded interest" of the Plaintiff/Counterdefendant to the other investors pro rata  
24 and that, if such was accomplished, it was accomplished in violation of the Operating Agreement  
25 and the Articles of formation of the LLC and was contrary to the laws of the State of Nevada and  
26 accordingly the action of the LLC, if in fact undertaken, is without force and authority and are  
27 evidence of the wrongdoing of the individual Defendants.

28 ...

**JOHN PETER LEE, LTD.**

ATTORNEYS AT LAW

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**DEFENSE TO THE FIRST COUNTERCLAIM FOR RELIEF**

5. Plaintiff/Counterdefendant repeats the allegations set forth in Paragraphs 1 through 3 above made in response to the provisions of Paragraph 11.

6. Plaintiff/Counterdefendant denies the allegations of Paragraphs 12, 13, 14, 15, 16 and 17 of the First Counterclaim for Relief.

**DEFENSE TO THE SECOND COUNTERCLAIM FOR RELIEF**

7. Plaintiff/Counterdefendant repeats the allegations set forth in Paragraphs 1 through 6 above made in response to the provisions of Paragraph 18.

8. Plaintiff/Counterdefendant denies the allegations of Paragraphs 19, 20, 21, 22, 23, 24, 25 and 26 of the Second Counterclaim for Relief.

**DEFENSE TO THE THIRD COUNTERCLAIM FOR RELIEF**

9. Plaintiff/Counterdefendant repeats the allegations set forth in Paragraphs 1 through 8 above made in response to the provisions of Paragraph 27.

10. Plaintiff/Counterdefendant denies the allegations of Paragraphs 28, 29 and 30 of the Third Counterclaim for Relief.

**DEFENSE TO THE FOURTH COUNTERCLAIM FOR RELIEF**

11. Plaintiff/Counterdefendant repeats the allegations set forth in Paragraphs 1 through 10 above made in response to the provisions of Paragraph 31.

12. Plaintiff/Counterdefendant denies the allegations of Paragraphs 32, 33 and 34 of the Fourth Counterclaim for Relief.

**DEFENSE TO THE FIFTH COUNTERCLAIM FOR RELIEF**

13. Plaintiff/Counterdefendant repeats the allegations set forth in Paragraphs 1 through 12 above made in response to the provisions of Paragraph 35.

14. Plaintiff/Counterdefendant denies the allegations of Paragraphs 36, 37 and 38 of the Fifth Counterclaim for Relief.

**DEFENSE TO THE SIXTH COUNTERCLAIM FOR RELIEF**

15. Plaintiff/Counterdefendant repeats the allegations set forth in Paragraphs 1 through 14 above made in response to the provisions of Paragraph 39.



**JOHN PETER LEE, LTD.**

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1           16.    Plaintiff/Counterdefendant denies the allegations of Paragraphs 40, 40{sic}, 41, 42,  
2 43 and 44 of the Sixth Counterclaim for Relief.

3                           **DEFENSE TO THE SEVENTH COUNTERCLAIM FOR RELIEF**

4           17.    Plaintiff/Counterdefendant repeats the allegations set forth in Paragraphs 1 through  
5 16 above made in response to the provisions of Paragraph 45.

6           18.    Plaintiff/Counterdefendant denies the allegations of Paragraphs 46, 47 and 48 of the  
7 Seventh Counterclaim for Relief.

8                           **ATTORNEYS FEES**

9           The Plaintiff/Counterdefendant is entitled to his fees and costs in connection with this case,  
10 incurred prior to and subsequent to the filing of the Counterclaim in this action.

11           WHEREFORE, the Plaintiff/Counterdefendant prays that the Defendant/Counterclaimant  
12 Wendover Project, LLC be allowed no relief whatsoever and that the Plaintiff/Counterdefendant be  
13 entitled to and granted the relief requested by him in his Complaint, together with his attorneys fees  
14 and costs.

15                           **COUNTERCLAIM TO THE COUNTERCLAIM**  
16                           **OF WENDOVER PROJECT, LLC**

17           COMES NOW the Plaintiff/Counterdefendant/Counterclaimant Gholamreza Zandian Jazi  
18 for an as a Counterclaim against Wendover Project, LLC asserts as follows:

19           1.    The Plaintiff/Counterdefendant/Counterclaimant holds a valid, existing and Member  
20 and Manager's right in Wendover Project, LLC, a Nevada limited liability company.

21           2.    The Defendant/Counterclaimant Wendover Project, LLC has assertedly through the  
22 other Managers and Members attempted to harm, injure and terminate the  
23 Plaintiff/Counterdefendant/Counterclaimant and terminate his rights as a Member and as a Manager  
24 of Wendover Project, LLC, all of which was done improperly without authority and in contravention  
25 of the Plaintiff/Counterdefendant/Counterclaimant's rights all to his damage in a sum not as yet  
26 determined because the Defendants, and each of them, have failed and refused to account to the  
27 Plaintiff/Counterdefendant/Counterclaimant for monies, cash and other assets received during the  
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1 course of the administration of the affairs of the Defendants, and particularly the  
2 Defendant/Counterclaimant/Counterdefendant Wendover Project, LLC.

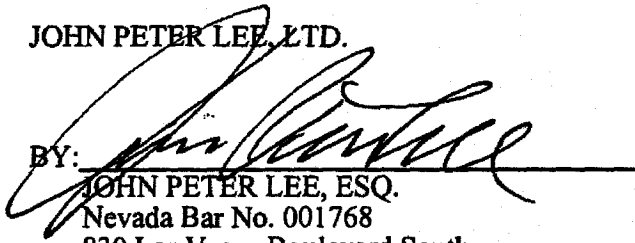
3 **ATTORNEYS FEES**

4 The Plaintiff/Counterdefendant/Counterclaimant is entitled to his fees and costs in connection  
5 with this case, both prior to and subsequent to the filing of the Counterclaim in this action.

6 WHEREFORE, the Plaintiff/Counterdefendant/Counterclaimant prays that the  
7 Defendant/Counterclaimant/Counterdefendant Wendover Project, LLC be allowed no relief  
8 whatsoever and that the Plaintiff/Counterdefendant be entitled to and granted the relief requested by  
9 him in his Complaint and in this Counterclaim.

10 DATED this 9th day of May, 2006.

11 JOHN PETER LEE, LTD.

12   
13 BY: \_\_\_\_\_

14 JOHN PETER LEE, ESQ.  
15 Nevada Bar No. 001768  
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/  
20 Counterclaimant

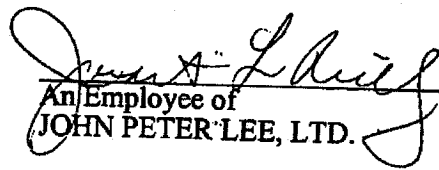
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CERTIFICATE OF MAILING

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I HEREBY CERTIFY that I am an employee of John Peter Lee, Ltd. and that on the 9th day of May, 2006, pursuant to the amendment of the Eighth Judicial District Court Rule 7.26, I served by enclosing it in a sealed envelope upon which first class postage was fully prepaid, a copy of the foregoing REPLY TO COUNTERCLAIM OF WENDOVER PROJECT, LLC AND COUNTERCLAIM AGAINST WENDOVER PROJECT, LLC in the above captioned matter to the following:

John M. Netzorg, Esq.  
2810 West Charleston Boulevard, #81  
Las Vegas, Nevada 89102  
Attorneys for Defendants,  
Ray Koroghli, Fariborz Fred Sadri

  
An Employee of  
JOHN PETER LEE, LTD.

**JOHN PETER LEE, LTD.**  
ATTORNEYS AT LAW  
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1 JOHN M. NETZORG, ESQ.  
2 Nevada Bar No. 1335  
3 2810 West Charleston Boulevard, #H-81  
4 Las Vegas, Nevada 89102  
5 (702) 878-3400  
6 Attorney for Defendants/Counterclaimants

DISTRICT COURT  
CLARK COUNTY, NEVADA

GHOLAMREZA ZANDIAN JAZI, )

Plaintiff, )

vs. )

11 RAY KOROGHLI, individually, FARIBORZ )  
12 FRED SADRI, individually and as Trustee of the )  
13 the Star Living Trust, WENDOVER PROJECT, )  
14 LLC, a Nevada limited liability company; BIG )  
15 SPRING RANCH, LLC, a Nevada limited liability )  
16 company, and NEVADA LAND AND WATER )  
17 RESOURCES, LLC, a Nevada limited liability )  
18 company )

Defendants )

CASE NO. A 511131  
DEPT. NO. XIII

)REPLY OF WENDOVER  
)PROJECT, LLC TO  
)PLAINTIFF'S COUNTERCLAIM  
)TO COUNTERCLAIM

Date of Hearing: n/a  
Time of Hearing: n/a

COMES NOW, Defendant WENDOVER PROJECT, LLC, by and through its counsel,  
John M. Netzorg, Esq., and for its Reply to the Counterclaim to Counterclaim of Plaintiff alleges  
as follows:

1. Wendover Project, LLC denies the allegations contained in Paragraph 1.
2. Wendover Project, LLC denies the allegations contained in Paragraph 2.

Attorneys Fee

Wendover Project, LLC denies this allegation.

LAW OFFICES OF  
JOHN M. NETZORG  
2810 W. CHARLESTON BLVD., SUITE H-81  
LAS VEGAS, NEVADA 89102  
(702) 878-3400

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**FIRST AFFIRMATIVE DEFENSE**

1  
2 Plaintiff's Counterclaim to Counterclaim fails to state a claim upon which relief may be  
3 granted.

4  
5 **SECOND AFFIRMATIVE DEFENSE**

6 Counterclaimant Wendover Project, LLC, is entitled to rescission for the following  
7 reasons:

- 8 1. Mr. Zandian held himself out as a partner, managing member and syndicator of the Wendover Project, LLC.
- 9 2. Mr. Zandian made the following misrepresentations:
  - 10 (a) that he was acting as managing partner for Wendover Project, LLC when in fact, he was acting on behalf of the seller;
  - 11 (b) that he had received a \$3 million credit from Pico Holdings, LLC in consideration of the transfer of 500 shares of K-Damen Shipyard stock;
  - 12 (c) that Pico Holdings, LLC, as a result of Pico's interest in Mr. Zandian's shipyard, was providing discounts to Wendover Project, LLC;
  - 13 (d) that on September 18, 2003, Mr. Zandian did create a document which purported to transfer 500 shares of K-Damen Shipyard stock to Pico Holdings, LLC in consideration of a \$3 million discount;
  - 14 (e) that the document was back-dated to April 2003;
  - 15 (f) that on or about September 19, 2003, Mr. Zandian prepared a script of misrepresentations which he wished Pico Holdings to provide to the managing partners of Wendover Project, LLC, including, but not limited to misrepresentations as to the payment of commissions and misrepresentations as to Pico Holdings' interest in the Dutch shipyard.
  - 16 (g) Mr. Zandian maintained and maintains to this date that he has a \$3 million interest;
  - 17 (h) that this consideration was non-existent, false and fraudulent and, accordingly, counter-counter defendant, Wendover Project, LLC is entitled to rescission;
  - 18 (i) that Mr. Zandian as a result of the above

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LAW OFFICES OF  
**JOHN M. NETZORG**  
2810 W. CHARLESTON BLVD., SUITE H-81  
LAS VEGAS, NEVADA 89102  
(702) 878-3400

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- machinations, was to receive an equity interest in the Defendant Wendover Project, LLC;
- (j) by reason of Mr. Zandian's false and fraudulent conduct, the LLC is entitled to rescission of any ownership interest and a disgorgement of all profits;
  - (k) that Mr. Zandian misrepresented to the LLC that any commissions, consulting fees or other compensation were presented to the counter-counter defendant Wendover Project, LLC in the form of discounts to the purchase price;
  - (l) although some versions of the purchase agreement included a recital that Mr. Zandian had consulted in the agreement, in response to inquiries, no disclosure was made that a separate compensation was being paid;
  - (m) without material disclosure, Mr. Zandian received commissions or other compensation in cash in an amount which counter-counter defendant believes equaled \$374,000 for the Wendover Project sale alone;
  - (n) Mr. Zandian, through these machinations, received a bogus \$3 million credit for the shipyard, a 1/3 interest in the managers' half ownership of the LLC, and \$374,000 in cash;
  - (o) for all intents and purposes, Mr. Zandian was paid three times for the same services, while actually working on behalf of Pico Holdings, LLC rather than Wendover Project, LLC;
  - (p) in correspondence to Pico Holdings in January and October 2004, Mr. Zandian recites his ability to obtain for Pico good margins on the Wendover Project sale which he was able to deliver at Pico's "asking price."
  - (q) Mr. Zandian made it abundantly clear to Pico that he was acting as a broker and not as a partner or fiduciary of Wendover Project, LLC during these negotiations;
  - (r) Mr. Zandian's contact was intentional with the specific design to enrich himself at the expense of his fiduciaries;
  - (s) as a result of this conduct and others, and the failure of consideration, Mr. Zandian's interest was rescinded;
  - (t) in addition to rescission, counter-counter defendant, Wendover Project, LLC would request

1 a disgorgement of all benefits received by Mr.  
2 Zandian as a result of this artifice.

3 **THIRD AFFIRMATIVE DEFENSE**  
4

5 In or about September 2003, during negotiations for the acquisition of the Wendover  
6 Project, LLC property, Mr. Zandian, without disclosure, emailed to the seller, Pico Holdings,  
7 Wendover Project LLC's negotiating position for the acquisition of the property.

8 By providing the seller with the buyers' intended negotiating position, Mr. Zandian  
9 completely compromised the interests of Wendover Project, LLC, the result of which was Mr.  
10 Zandian's ability to deliver the property at a good margin and at the seller's "asking price."  
11

12 At a time when the LLC needed money to service its obligations, Mr. Zandian attracted  
13 investors to other properties, which investors were likewise involved in the Wendover project.

14 Mr. Zandian's misuse of the Wendover Project, LLC's private information, available to  
15 Mr. Zandian because of his purported fiduciary relationship, justified limited disclosures to him.  
16

17 Mr. Zandian has been provided all accounting information and every record available for  
18 the LLC nonetheless.

19 **FOURTH AFFIRMATIVE DEFENSE**

20 The LLC would be entitled to withhold information in an instance where one of its  
21 fiduciaries was using that information for purposes contrary to the best interests of the LLC, such  
22 as providing the opposite party in a negotiation the LLC's position prior to the negotiation.  
23

24 **FIFTH AFFIRMATIVE DEFENSE**

25 Mr. Zandian, through his conduct, is estopped from asserting any claims against the LLC.

26 **SIXTH AFFIRMATIVE DEFENSE**

27 Mr. Zandian, pursuant to his conduct, has waived any entitlements or claims against the  
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LLC.

**SEVENTH AFFIRMATIVE DEFENSE**

Mr. Zandian is guilty of laches in asserting his Counterclaim to Counterclaim.

**EIGHTH AFFIRMATIVE DEFENSE**

Mr. Zandian has been unjustly enriched.

**NINTH AFFIRMATIVE DEFENSE**

Mr. Zandian seeks equity, having failed to do equity, barring equitable relief.

**TENTH AFFIRMATIVE DEFENSE**

Mr. Zandian comes to the arbitration with unclean hands.

**ELEVENTH AFFIRMATIVE DEFENSE**

Mr. Zandian, as a fiduciary, must disgorge all compensation and other benefits received by him as a result of his breach of his confidential relations with the Wendover Project, LLC.

**TWELFTH AFFIRMATIVE DEFENSE**

As a result of Mr. Zandian's conduct, his interests have been legally and equitably rescinded.

**FOURTEENTH AFFIRMATIVE DEFENSE**

Plaintiff, as an LLC member, has no standing to bring a derivative action individually.

**WHEREFORE, Counter-Counter Defendant, Wendover Project, LLC prays:**

1. that Counter-Counterclaim take nothing by way of his complaint;
2. that Counter-Counter Defendant be awarded rescission;
3. that Counter-Counter Defendant be awarded damages in an amount in excess of \$10,000.00;
4. for the disgorgement of all benefits received by its fiduciary in violation of his

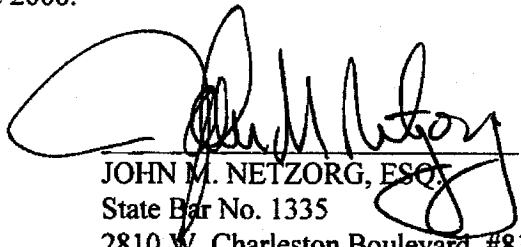


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duties;

5. for attorney's fees, costs, and such further relief as the court deems just and proper.

Dated this 20th day of June 2006.



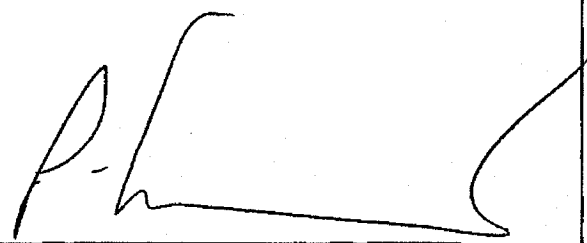
JOHN M. NETZORG, ESQ.  
State Bar No. 1335  
2810 W. Charleston Boulevard, #81  
Las Vegas, Nevada 89102  
Attorney for Wendover Project, LLC

**CERTIFICATION OF SERVICE**

I hereby certify that I am an employee of John M. Netzorg, Esq., that on this 20th day of June 2006 service of the foregoing Motion to Dismiss Counterclaim to Counterclaim was made by facsimile transmission only, pursuant to the amendment to Eighth Judicial District Court Rule 7.26, by faxing a true and correct copy of same to each party addressed as follows:

JOHN PETER LEE, ESQ.  
JOHN PETER LEE, LTD.  
Nevada Bar No. 1768  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
Attorney for Plaintiff/Counterdefendant  
FAX NO. 383-9950

Floyd Hale, Esq.  
Arbitrator  
FAX NO. 437-5267



an employee of John M. Netzorg, Esq.

LAW OFFICES OF  
**JOHN M. NETZORG**  
2810 W. CHARLESTON BLVD., SUITE H-81  
LAS VEGAS, NEVADA 89102  
(702) 878-3400

**SUPREME COURT OF THE STATE OF NEVADA  
OFFICE OF THE CLERK**

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,  
Appellants,  
vs.  
GHOLAMREZA ZANDIAN JAZI,  
Respondent.

**Supreme Court No. 49924**

District Court Case No. A511131

**ASSIGNMENT NOTICE**  
**NRAP 16 SETTLEMENT PROGRAM**

TO: Cohen, Johnson & Day and Steven L. Day and James R. Nance  
John Peter Lee Ltd. and John Peter Lee

Pursuant to NRAP 16, this matter is assigned to the settlement conference program. A conference will be scheduled by the assigned Settlement Judge. Any questions should be directed to:

Robert F. Saint-Aubin  
53 Cassis  
Monarch Beach, CA 92629  
Phone: (702) 985-2400

- > Each party shall submit a confidential settlement statement directly to the Settlement Judge within 15 days from the date of this Notice. A settlement statement is limited to 10 pages, shall not be served on opposing counsel or submitted to the Supreme Court. See NRAP 16(d).
- > All counsel shall participate in a premediation telephone conference initiated by the settlement judge within 30 days of this Notice. See NRAP 16(b).
- > The time for requesting and preparing transcripts and for filing the briefs has been automatically suspended pursuant to NRAP 16(a)(1). However, a docketing statement must be filed within 15 days of the docketing of the notice of the appeal. See NRAP 14.
- > All papers or documents filed with the Supreme Court while a case is in the settlement program shall be served on all parties and the settlement judge. See NRAP 16(a)(3).
- > Counsel for all parties and their clients must attend the conference. For good cause, the Settlement Judge may excuse a client's attendance at the conference if counsel has written authorization to resolve the case fully or has immediate telephone access to the client. See NRAP 16(e)(1).

Exit Survey Polls are enclosed for you and your client(s) to complete and return.

DATE: August 13, 2007

Janette M. Bloom, Clerk of Court

By:   
Deputy Clerk

cc: Robert F. Saint-Aubin, Settlement Judge

07-11739 WEZ0774



SUPREME COURT OF NEVADA

OFFICE OF THE CLERK

JANETTE M. BLOOM, CLERK

201 SOUTH CARSON STREET, SUITE 201

CARSON CITY, NEVADA 89701-4702

Telephone  
(775) 684-1600

August 13, 2007

Robert F. Saint-Aubin  
Settlement Judge  
53 Cassis  
Monarch Beach, CA 92629

**Re: Savicic vs. Katic, Case No. 49915**  
**~~Horowitz vs. Jazi, Case No. 49924~~**  
**Garcia vs. McMenemy, Case No. 49933**  
**Nev. Alternative Solutions vs. Seegar, Case No. 49936**  
**Bishara vs. Bishara, Case No. 49970**

Dear Settlement Judge Saint-Aubin:

Thank you for your participation in the Supreme Court's settlement program. You have been assigned to conduct a settlement conference with the parties to the above-entitled appeal(s). Please find enclosed the following documents you will need to conduct the settlement conference:

- (1) Assignment Notice;
- (2) Copy of Supreme Court docket sheet listing all counsel to this appeal;
- (3) Early Case Assessment Report – due within 30 days;
- (4) Settlement Conference Status Reports – Final Report due in 180 days/120 days in child custody, visitation, relocation or guardianship cases;
- (5) Settlement Agreement;
- (6) Stipulation to dismiss pursuant to settlement conference;
- (7) Copies of the documents transmitted to the Supreme Court pursuant to NRAP 3(e);
- (8) Exit Poll forms to be distributed to all counsel and parties at the conference;
- (9) Envelopes for mailing documents to this office upon completion of each conference.

If you have any questions, please do not hesitate to contact me at (702)

486-9350.

Sincerely,

*Thomas H. Harris/aa*

Thomas H. Harris  
Settlement Program Administrator

THH/aa  
Enclosures

WFZ0775

**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 **NOAS**  
2 JOHN PETER LEE, LTD.  
3 JOHN PETER LEE, ESQ.  
4 Nevada Bar No. 001768  
5 MICHAEL A. REYNOLDS, ESQ.  
6 Nevada Bar No. 008631  
7 YVETTE R. FREEDMAN, ESQ.  
8 Nevada Bar No. 009898  
9 830 Las Vegas Boulevard South  
10 Las Vegas, Nevada 89101  
11 (702) 382-4044 Fax: (702) 383-9950  
12 e-mail: [info@johnpeterlee.com](mailto:info@johnpeterlee.com)  
13 Attorneys for Plaintiff/Counterdefendant

*Chaf*  
CLERK OF THE COURT

AUG 9 4 14 PM '07

**FILED**

**FILED**

AUG 14 2007

DISTRICT COURT  
CLARK COUNTY, NEVADA

JANETTE M. BLOOM  
CLERK OF SUPREME COURT  
BY *J. Alvarado*  
DEPUTY CLERK

No. 49924

12 GHOLAMREZA ZANDIAN JAZI, )  
13 )  
14 Plaintiff, )  
15 v. )  
16 RAY KOROGHLI, individually, FARIBORZ FRED )  
17 SADRI, individually, and as Trustee of the Star )  
18 Living Trust, WENDOVER PROJECT, LLC, a )  
19 Nevada limited liability company; BIG SPRING )  
20 RANCH, LLC, a Nevada limited liability company, )  
21 and NEVADA LAND AND WATER )  
22 RESOURCES, LLC, a Nevada limited liability )  
23 company, )  
24 Defendants. )

CASE NO.: A511131  
DEPT. NO.: X1

1334.022860 dp

NOTICE OF CROSS-APPEAL

23 Notice is hereby given that Plaintiff Gholamreza Zandian Jazi, hereby appeals to the  
24 Supreme Court of Nevada from the Judgment Confirming Arbitration Award entered in this action

25 ////  
26 ////  
27 ////  
28 ////

**RECEIVED**  
AUG 13 2007  
JANETTE M. BLOOM  
CLERK OF SUPREME COURT  
DEPUTY CLERK

07-17875 WE70776

**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 on the 8<sup>th</sup> day of June, 2007, and Order Granting Defendants' Motion for Stay of Proceedings to  
2 Enforce Judgment and Alternatively to Set Supersedeas Bond (not yet filed).

3 DATED this 9<sup>th</sup> day of August, 2007.

4 JOHN PETER LEE, LTD.

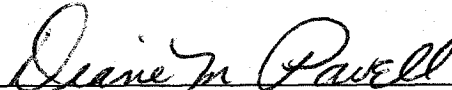
5 BY: 

6 JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
7 MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
8 YVETTE R. FREEDMAN, ESQ.  
Nevada Bar No. 009898  
9 830 Las Vegas Boulevard South  
10 Las Vegas, Nevada 89101  
(702) 382-4044 Fax: (702) 383-9950  
11 e-mail: [info@johnpeterlee.com](mailto:info@johnpeterlee.com)  
Attorneys for Plaintiff/Counterdefendant

12 **CERTIFICATE OF MAILING**

13 I HEREBY CERTIFY that on the 9<sup>th</sup> day of August, 2007, the foregoing Notice of Cross-  
14 Appeal by enclosing the same in a sealed envelope, deposited in the United States mail, upon which  
15 first class postage was fully prepaid addressed to:

16 COHEN, JOHNSON & DAY  
17 Steven L. Day, Esq.  
18 James R. Nance, Esq.  
19 1060 Wigwam Parkway  
20 Henderson, NV 89074

21   
22 An Employee of  
23 JOHN PETER LEE, LTD.  
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**JOHN PETER LEE, LTD.**  
ATTORNEYS AT LAW  
830 LAS VEGAS BLVD. SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
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1 **ASTA**  
2 JOHN PETER LEE, LTD.  
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6 Nevada Bar No. 008631  
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8 Nevada Bar No. 009898  
9 830 Las Vegas Boulevard South  
10 Las Vegas, Nevada 89101  
11 (702) 382-4044 Fax: (702) 383-9950  
12 e-mail: [info@johnpeterlee.com](mailto:info@johnpeterlee.com)  
13 Attorneys for Plaintiff/Counterdefendant

*Chaf*  
CLERK OF THE COURT

AUG 9 4 14 PM '07

FILED

DISTRICT COURT  
CLARK COUNTY, NEVADA

12 GHOLAMREZA ZANDIAN JAZI, )  
13 )  
14 Plaintiff, )  
15 )  
16 v. )  
17 )  
18 RAY KOROGHLI, individually, FAIRBORZ FRED )  
19 SADRI, individually, and as Trustee of the Star )  
20 Living Trust, WENDOVER PROJECT, LLC, a )  
21 Nevada limited liability company; BIG SPRING )  
22 RANCH, LLC, a Nevada limited liability company, )  
23 and NEVADA LAND AND WATER )  
24 RESOURCES, LLC, a Nevada limited liability )  
25 company, )  
26 Defendants. )

CASE NO.: A511131  
DEPT. NO.: X1

1334.022860 dp

**CASE CROSS-APPEAL STATEMENT**

- 23 1. *Name of appellant filing this case cross-appeal statement:*  
24 Plaintiff, Gholamreza Zandian Jazi.
- 25 2. *Identify the judge issuing the decision, judgment, or order appealed from:*  
26 District Court Judge, Elizabeth Gonzales.
- 27 3. *Identify all parties to the proceedings in the district court:*  
28 Plaintiff/Counterdefendant: Gholamreza Zandian Jazi.

1 Defendants: Ray Koroghli; Fairborz Fred Sadri, individually and as Trustee of the Star  
2 Living Trust; Wendover Project, LLC, Big Spring Ranch, LLC and Nevada Land and Water  
3 Resources, LLC.

4 Counterclaimants: Ray Koroghli; Fariborz Fred Sadri and Wendover Project, LLC.  
5 Counterclaimant Gholamreza Zandian Jazi versus Counterdefendant Wendover Project, LLC.

6 **4. Identify all parties involved in this cross-appeal:**

7 Cross-Appellant: Gholamreza Zandian Jazi.

8 Cross-Respondents: Ray Koroghli; Fairborz Fred Sadri; Wendover Project, LLC; Big Spring  
9 Ranch, LLC and Nevada Land and Water Resources.

10 **5. Set forth the name, law firm, address, and telephone number of all counsel on appeal and**  
11 **identify the party or parties whom they represent:**

12 JOHN PETER LEE, LTD.  
13 JOHN PETER LEE, ESQ.  
14 Nevada Bar No. 1768  
15 MICHAEL A. REYNOLDS, ESQ.  
16 Nevada Bar No. 8631  
17 YVETTE R. FREEDMAN, ESQ.  
18 Nevada Bar No. 9898  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
(702) 382-4044 Fax: (702) 383-9950  
e-mail: [info@johnpeterlee.com](mailto:info@johnpeterlee.com)  
Attorneys for Gholamreza Zandian Jazi

COHEN, JOHNSON & DAY  
STEVEN L. DAY, ESQ.  
Nevada Bar No. 3708  
JAMES R. NANCE, ESQ.  
Nevada Bar No. 9878  
1060 Wigwam Parkway  
Henderson, NV 89074  
(702) 309-3333 Fax: (702) 309-1085  
e-mail: [sday@cohenjohnsonday.com](mailto:sday@cohenjohnsonday.com)  
Attorneys for Ray Koroghli; Fairborz Fred  
Sadri; Wendover Project, LLC; Big Spring  
Ranch, LLC and Nevada Land and Water  
Resources, LLC

19 **6. Indicate whether appellant was represented by appointed or retained counsel in the district**  
20 **court:**

21 Retained.

22 **7. Indicate whether cross-appellant is represented by appointed or retained counsel on cross-**  
23 **appeal:**

24 Retained.

25 **8. Indicate whether cross-appellant was granted leave to proceed in forma pauperis, and the**  
26 **date of entry of the district court order granting such leave:**

27 N/A.

28 ////

**JOHN PETER LEE, LTD.**  
ATTORNEYS AT LAW  
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LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
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9. *Indicate the date the proceedings commenced in the district court (e.g., date complaint, indictment, information, or petition was filed):*

October 5, 2005.

DATED this 9<sup>th</sup> day of August, 2007.

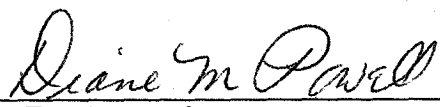
JOHN PETER LEE, LTD.

BY:   
JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
YVETTE R. FREEDMAN, ESQ.  
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Las Vegas, Nevada 89101  
(702) 382-4044 Fax: (702) 383-9950  
e-mail: [info@johnpeterlee.com](mailto:info@johnpeterlee.com)  
Attorneys for Plaintiff/Counterdefendant

**CERTIFICATE OF MAILING**

I HEREBY CERTIFY that on the 9<sup>th</sup> day of August, 2007, the foregoing Case Cross-Appeal Statement by enclosing the same in a sealed envelope, deposited in the United States mail, upon which first class postage was fully prepaid addressed to:

COHEN, JOHNSON & DAY  
Steven L. Day, Esq.  
James R. Nance, Esq.  
1060 Wigwam Parkway  
Henderson, NV 89074

  
An Employee of  
JOHN PETER LEE, LTD.



**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 **COST**  
2 JOHN PETER LEE, LTD.  
3 JOHN PETER LEE, ESQ.  
4 Nevada Bar No. 001768  
5 MICHAEL A. REYNOLDS, ESQ.  
6 Nevada Bar No. 008631  
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11 (702) 382-4044 Fax: (702) 383-9950  
12 e-mail: [info@johnpeterlee.com](mailto:info@johnpeterlee.com)  
13 *Attorneys for Plaintiff/Counterdefendant*

  
CLERK OF THE COURT

AUG 9 4 14 PM '07

**FILED**

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

12 GHOLAMREZA ZANDIAN JAZI, )

13 Plaintiff, )

14 v. )

15 RAY KOROGHLI, individually, FARIBORZ FRED )  
16 SADRI, individually, and as Trustee of the Star )  
17 Living Trust, WENDOVER PROJECT, LLC, a )  
18 Nevada limited liability company; BIG SPRING )  
19 RANCH, LLC, a Nevada limited liability company, )  
20 and NEVADA LAND AND WATER )  
21 RESOURCES, LLC, a Nevada limited liability )  
22 company, )

23 Defendants. )

CASE NO.: A511131  
DEPT. NO.: X1

1334.022860 dp

**COST BOND ON CROSS-APPEAL**

23 COMES NOW Plaintiff Gholamreza Zandian Jazi , by and through his counsel, John Peter

24 ////

25 ////

26 ////

27 ////

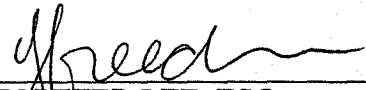
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**JOHN PETER LEE, LTD.**  
ATTORNEYS AT LAW  
830 LAS VEGAS BLVD. SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

1 Lee, Ltd., and submits his Cost Bond on Appeal, attached hereto.

2 DATED this 9<sup>th</sup> day of August, 2007.

JOHN PETER LEE, LTD.

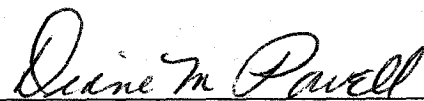
3  
4 BY: 

5 JOHN PETER LEE, ESQ.  
6 Nevada Bar No. 001768  
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13 (702) 382-4044 Fax: (702) 383-9950  
14 e-mail: [info@johnpeterlee.com](mailto:info@johnpeterlee.com)  
15 Attorneys for Plaintiff/Counterdefendant

16 **CERTIFICATE OF MAILING**

17 I HEREBY CERTIFY that on the 9<sup>th</sup> day of August, 2007, the foregoing Cost Bond on  
18 Cross-Appeal by enclosing the same in a sealed envelope, deposited in the United States mail, upon  
19 which first class postage was fully prepaid addressed to:

20 COHEN, JOHNSON & DAY  
21 Steven L. Day, Esq.  
22 James R. Nance, Esq.  
23 1060 Wigwam Parkway  
24 Henderson, NV 89074

25   
26 \_\_\_\_\_  
27 An Employee of  
28 JOHN PETER LEE, LTD.

**MERCHANTS BONDING COMPANY**

2100 Fleur Drive  
Des Moines, Iowa 50321-1158

*Chaf*  
CLERK OF THE COURT

AUG 9 4 14 PM '07

**District Court  
Clark County, Nevada**

**FILED**

GHOLAMREZA ZANDIAN JAZI )

Plaintiff, )

vs )

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 )

Defendants. )

**CASE NO. A511131  
DEPT NO. XI**

**COST ON APPEAL BOND**

**WHEREAS**, the Appellant in the above entitled action has appealed to the Supreme Court, State of Nevada, from a judgment/order entered in the above entitled action.

**NOW, THEREFORE**, in consideration of the premises and of such appeal, **MERCHANTS BONDING COMPANY**, a corporation organized and existing under the laws of the State of Iowa and duly authorized and licensed by the laws of the State of Nevada to do a general surety business in the State of Nevada, undertakes and promises on the part of the Appellant to secure payment of all costs awarded against Appellant on the appeal or on a dismissal thereof, not exceeding the sum of **TWO HUNDRED FIFTY AND NO/100--(\$250.00) DOLLARS**, to which amount it acknowledges itself bound.

Signed, sealed and dated this 9<sup>th</sup> day of August 2007.

MERCHANTS BONDING COMPANY

By *Jeffrey E. Harmon*  
Jeffrey E. Harmon, Attorney-In-Fact

**BOND NO. NV41238**

The premium charge for this bond \$100.

Countersigned by *[Signature]*

Nevada Resident Agent

# Merchants Bonding Company

(Mutual)

## POWER OF ATTORNEY

NV41238

Know All Persons By These Presents, that the MERCHANTS BONDING COMPANY (MUTUAL), a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

Jeffrey E. Harmon

of Las Vegas and State of Nevada its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

### ONE MILLION (\$1,000,000.00) DOLLARS

and to bind the MERCHANTS BONDING COMPANY (MUTUAL) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (MUTUAL), and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following Amended Substituted and Restated By-Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (MUTUAL) on November 16, 2002.

ARTICLE II, SECTION 8 - The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

ARTICLE II, SECTION 9 - The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed.

In Witness Whereof, MERCHANTS BONDING COMPANY (MUTUAL) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 16th day of January, 2006.



MERCHANTS BONDING COMPANY (MUTUAL)

By

Handwritten signature of Larry Taylor in cursive.

President

STATE OF IOWA  
COUNTY OF POLK ss.

On this 16th day of January, 2006, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Handwritten signature of Cindy Smyth in cursive.

Notary Public, Polk County, Iowa

STATE OF IOWA  
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL), do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said MERCHANTS BONDING COMPANY (MUTUAL), which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company on this 9th day of August, 2007.



Handwritten signature of William Warner Jr. in cursive.

Secretary

POA 0001 (1/06)

WFZ0784

DATE: 08/09/07  
CASE NO. 05-A-511131-C

I N D E X

TIME 5:15 PM  
JUDGE:Gonzalez, Elizabeth

Jazi, Gholamreza Z [E] vs Koroghli, Ray [E]

0001 P1 Gholamreza Z Jazi	001768 Lee, John P. NO. 1 John Peter Lee, Ltd 830 Las Vegas Blvd. S. Las Vegas, NV 89101
0002 D1 Ray Koroghli	003708 Day, Steven L. NO. 1 Cohen Johnson & Day 1060 Wigwam Parkway Henderson, NV 89074
0003 D Fariborz F Sadri	003708 Day, Steven L. NO. 1 Cohen Johnson & Day 1060 Wigwam Parkway Henderson, NV 89074
0004 D Star Living Trust	003708 Day, Steven L. NO. 1 Cohen Johnson & Day 1060 Wigwam Parkway Henderson, NV 89074
0005 D Wendover Project LLC	003708 Day, Steven L. NO. 1 Cohen Johnson & Day 1060 Wigwam Parkway Henderson, NV 89074
0006 D Big Spring Ranch LLC	003708 Day, Steven L. NO. 1 Cohen Johnson & Day 1060 Wigwam Parkway Henderson, NV 89074
0007 D Nevada Land And Water Resources LLC	003708 Day, Steven L. NO. 1 Cohen Johnson & Day 1060 Wigwam Parkway Henderson, NV 89074
0008 CO Wendover Project LLC	001335 Netzorg, John M. NO. 1 Netzorg & Caschette 2810 W Charleston Blvd #81 Las Vegas, NV 89102-1910
0009 DC Gholamrez Z Jazi	?????? ## UNKNOWN ##

NO.	FILED/REC	CODE	REASON/DESCRIPTION	FOR	OC	SCH/PER	C
0001	10/05/05		COMP/COMPLAINT FILED Fee \$148.00	0001			
0002	10/05/05		CONS/CONSENT TO SERVICE BY ELECTONIC MEANS	AL		10/05/05	
0003	10/05/05		IAFD/INITIAL APPEARANCE FEE DISCLOSURE	0001			
0004	10/12/05		SUMM/SUMMONS	0003	SV	10/06/05	
0005	10/12/05		SUMM/SUMMONS	0004	SV	10/06/05	
0006	10/14/05		LISP/NOTICE OF LIS PENDENS	AL			
0007	10/14/05		LISP/NOTICE OF LIS PENDENS	AL		10/14/05	

(Continued to page 2)

WFZ0785

NO.	FILED/REC	CODE	REASON/DESCRIPTION	FOR	OC	SCH/PER	C
0008	10/14/05	ERR	/ERRATA TO COMPLAINT	0001			
0009	10/21/05	MOT	/PLTF'S MTN TO DISMISS COMPLAINT OR COMPEL ARBITRATION /01	AL	MR	11/28/05	
0010	10/26/05	ROC	/RECEIPT OF COPY	0001		10/21/05	
0011	10/31/05	REQT	/PLAINTIFFS RULE 56 (F) MOTION TO CONTINUE SUMMARY JUDGMENT	AL		11/28/05	
0012	10/31/05	REQT	/MOTION TO DISQUALIFY ATTORNEY FOR DEFENDANTS	AL		11/28/05	
0013	11/08/05	COMP	/FIRST AMENDED COMPLAINT	0001			
0014	11/16/05	LISP	/NOTICE OF LIS PENDENS	0001			
0015	11/23/05	RPLY	/REPLY TO OPPOSITION TO MOTION TO DISMISS	0001		11/23/05	
0016	11/23/05	OPPS	/OPPOSITION TO MOTION TO DISQUALIFY	0001			
0017	11/28/05	STIP	/STIPULATION FOR ARBITRATION	0001			
0018	12/08/05	ANS	/DEFENDANTS' RAY KOROCGLI AND FARIBORZ SADRI'S ANSWER AND COUNTERCLAIM	0002		12/08/05	
0019	12/08/05	ANS	/DEFENDANTS' RAY KOROGHLI AND FARIBORZ SADRI'S ANSWER AND COUNTERCLAIM	0003		12/08/05	
0020	12/08/05	TRCT	/RECEIPT #217853 \$400.00	0002		12/08/05	
0021	12/08/05	IAFD	/INITIAL APPEARANCE FEE DISCLOSURE	0002			
0022	12/08/05	DEMD	/DEMAND FOR JURY TRIAL	0002			
0023	12/09/05	OBJ	/PLAINTIFFS OBJECTION TO DEMAND FOR JURY TRIAL	0001			
0024	12/27/05	RPLY	/REPLY TO COUNTERCLAIM	AL			
0025	01/30/06	LISP	/NOTICE OF LIS PENDENS	AL		01/30/06	
0026	02/02/06	ORDR	/ORDER GRANTING APPLICATION TO EXTEND TIME TO EFFECTUATE SERVICE OF PROCESS	AL		02/02/06	
0027	02/02/06	APPL	/APPLICATION TO EXTEND TIME TO EFFECTUATE SERVICE OF PROCESS	0001			
0028	02/03/06	NOTC	/NOTICE OF ENTRY OF ORDER GRANTING APPLICATION TO EXTEND TIME TO EFFECTUATE SERVICE OF PROCESS	AL		02/02/06	Y
0029	02/15/06	SERV	/ACCEPTANCE OF SERVICE	0005	SV	02/15/06	
0030	02/15/06	SERV	/ACCEPTANCE OF SERVICE	0006	SV	02/15/06	
0031	02/15/06	SERV	/ACCEPTANCE OF SERVICE	0007	SV	02/15/06	
0032	02/15/06	NOTC	/NOTICE OF TAKING THE DEPOSITION OF DEFENDANT COUNTERCLAIMANT RAY KOROGHLI	AL	SH	03/06/06	
0033	02/15/06	NOTC	/NOTICE OF TAKING DEPOSITION OF DEFENDANT COUNTERCLAIMANT FARIBORZ FRED SADRI	AL	SH	03/03/06	Y
0034	02/24/06	NOTC	/RENOTICE OF TAKING DEPOSITION OF PLAINTIFF DUCES TECUM	AL	SH	03/06/06	
0035	02/24/06	NOTC	/NOTICE OF TAKING DEPOSITION OF PLAINTIFF DUCES TECUM	AL	SH	03/02/06	
0036	02/28/06	NOTC	/NOTICE OF TAKING THE DEPOSITION OF CRAIG K PERRY ESQ	AL	SH	03/20/06	
0037	03/03/06	SUBP	/SUBPOENA	0001	SH	03/20/06	
0038	03/14/06	APPR	/APPEARANCE	0001	SV	03/01/06	
0039	03/14/06	APPR	/APPEARANCE	0005			
0040	03/14/06	APPR	/APPEARANCE	0006			
0041	03/14/06	MOT	/DEFT'S MTN TO DISMISS COMPLAINT /02	0007			
				AL	OC	04/17/06	

(Continued to page 3)

WFZ0786

NO.	FILED/REC CODE	REASON/DESCRIPTION	FOR	OC	SCH/PER	C
0042	03/14/06	IAFD/INITIAL APPEARANCE FEE DISCLOSURE	0005			
0043	03/16/06	NOTC/NOTICE OF TAKING THE DEPOSITION OF RON LANGLEY	AL	SH	03/31/06	
0044	03/16/06	NOTC/NOTICE OF TAKING THE DEPOSITION OF JOHN R HART	AL	SH	03/31/06	
0045	03/16/06	NOTC/NOTICE OF TAKING THE DEPOSITION OF MATTHEW SWAN CPA	AL	SH	03/30/06	
0046	03/16/06	APPL/APPLICATION FOR ISSUANCE OF COMMISSION TO TAKE DEPOSITION OF RON LANGLEY	0001	SH	03/31/06	Y
		OUT OF STATE	0001			
0047	03/16/06	APPL/APPLICATION FOR ISSUANCE OF COMMISSION TO TAKE DEPOSITION OF JOHN R HART OUT OF STATE	0001			Y
0048	03/23/06	SUBP/SUBPOENA	0001	SH	03/30/06	
			0001	SV	03/21/06	
0049	03/24/06	CERT/CERTIFICATION OF SERVICE VIA FACSIMILE	0001	SH	04/17/06	
0050	03/24/06	NOTC/NOTICE CONTINUING THE DEPOSITIONS OF JOHN R HART AND RON LANGLEY	AL	SH	03/31/06	
0051	03/27/06	OPPS/PLAINTIFFS OPPOSITION TO MOTION TO DISMISS	0002	SH	04/17/06	
			0002			
0052	03/28/06	NOTC/RENOTICE OF TAKING THE DEPOSITION OF MATTHEW SWAN CPA	AL	SH	04/06/06	
0053	04/06/06	NOTC/NOTICE CONTINUING THE DEPOSITION OF MATTHEW SWAN CPA	AL	SH	04/06/06	
0054	04/11/06	RSPN/RESPONSE TO REPLY TO OPPOSITION TO MOTION TO DISMISS	0001			
			0001			
0055	04/13/06	RPLY/REPLY TO OPPOSITION TO MOTION TO DISMISS	0002			
			0002			
0056	04/25/06	NOTC/RENOTICE OF TAKING THE DEPOSITION OF MATTHEW SWAN CPA	AL	SH	05/01/06	
			AL			
0057	04/27/06	NOTC/NOTICE OF INTENT TO TAKE DEFAULT	*D			
0058	04/28/06	NOTC/NOTICE OF TAKING DEPOSITIONS		SH	05/12/06	
0059	04/28/06	SUBP/SUBPOENA	0001	SH	05/01/06	
			0001	SV	04/26/06	
0060	04/28/06	CERT/CERTIFICATION OF SERVICE			04/26/06	
0061	05/01/06	ERR /ERRATA TO NOTICE OF INTENT TOTAKE DEFAULT	AL		05/01/06	
			AL			
0062	05/08/06	ANS /ANSWER OF WENDOVER PROJECT LLC BIG SPRING RANCH LLC AND NEVADA LAND AND WATER RESOURCES LLC TO PLAINTIFFS COMPLAINT	0005			Y
			0005			
0063	05/08/06	ANS /ANSWER OF WENDOVER PROJECT LLC BIG SPRING RANCH LLC AND NEVADA LAND AND WATER RESOURCES LLC TO PLAINTIFFS COMPLAINT	0006			Y
			0006			
0064	05/08/06	ANS /ANSWER OF WENDOVER PROJECT LLC BIG SPRING RANCH LLC AND NEVADA LAND AND WATER RESOURCES LLC TO PLAINTIFFS COMPLAINT	0007			Y
			0007			
0065	05/08/06	NOTC/NOTICE OF CONTINUATION OF DEPOSITIONS	AL	SH	05/12/06	
0066	05/08/06	SUBP/SUBPOENA DUCES TECUM	*D	SH	05/12/06	
			*D	SV	04/27/06	
0067	05/09/06	ANS /REPLY TO COUNTERCLAIM	0009		05/09/06	
0068	05/16/06	NOTC/NOTICE OF TAKING DEPOSITIONS	AL	SH	06/01/06	
0069	05/16/06	APPL/APPLICATION FOR ISSUANCE OF COMMISSION TO TAKE OUT OF STATE DEPOSITION OF	MP			Y
			MP			

(Continued to page 4)

WFZ0787

NO.	FILED/REC CODE	REASON/DESCRIPTION	FOR	OC	SCH/PER	C
05-A-511131-C (Continuation Page 4)						
ELI ABRISHAMI						
0070	05/16/06	APPL/APPLICATION FOR ISSUANCE OF COMMISSION TO TAKE OUT OF STATE DEPOSITION OF	MP MP			Y
MAXIM C W WEBB						
0071	05/16/06	NOTC/NOTICE OF TAKING DEPOSITIONS	AL	SH	06/08/06	
0072	05/19/06	CERT/CERTIFICATION OF SERVICE			05/16/06	
0073	05/30/06	SUBP/SUBPOENA DUCES TECUM	0002 0002	SH SV	06/01/06 05/18/06	
0074	05/30/06	NOTC/RE-NOTICE OF TAKING DEPOSITIONS	AL	SH	06/01/06	
0075	05/30/06	NOTC/NOTICE OF TAKING DEPOSITION	AL	SH	06/23/06	
0076	05/30/06	SUBP/SUBPOENA DUCES TECUM	0002 0002	SH SV	06/01/06 05/18/06	
0077	05/30/06	APPL/APPLICATION FOR ISSUANCE OF COMMISSION TO TAKE OUT OF STATE DEPOSITION OF	0002 0002			Y
EZRI NAMVAR						
0078	05/30/06	NOTC/NOTICE OF TAKING DEPOSITION	AL	SH	06/13/06	
0079	06/05/06	NOTC/NOTICE OF TAKING THE DEPOSITION OF MARK CUTCHEN	AL AL	SH	06/21/06	
0080	06/07/06	SUBP/SUBPOENA DUCES TECUM-DON PATTALOCK			06/01/06	
0081	06/07/06	CERT/CERTIFICATE OF SERVICE	0001		05/31/06	
0082	06/07/06	SUBP/SUBPOENA DUCES TECUM	0002 0002	SH SV	06/13/06 05/26/06	
0083	06/07/06	PSER/PROOF OF SERVICE OF SUBPOENA DUCES TECUM ON MAXIM C W WEBB	AL AL			
0084	06/07/06	PSER/PROOF OF SERVICE OF SUBPOENA DUCES TECUM ON ELI ABRISHAMI	AL AL	SV	05/27/06	
0085	06/08/06	SUBP/SUBPOENA DUCES TECUM-REZAI GHASSEM		SH SV	06/13/06 06/01/06	
0086	06/08/06	APPL/APPLICATION FOR ISSUANCE OF COMMISSION TO TAKE OUT OF STATE DEPOSITION OF JOHN	AL AL			Y
HART						
0087	06/08/06	NOTC/NOTICE OF TAKING DEPOSITION	AL	SH	06/22/06	
0088	06/08/06	NOTC/RENOTICE OF TAKING DEPOSITION OF ELI ABRISHAMI	AL AL	SH	06/23/06	
0089	06/22/06	DOW /DESIGNATION OF EXPERT WITNESS	*D			
0090	06/22/06	CRTF/CERTIFICATE OF SERVICE	0009		06/13/06	
0091	06/22/06	NOTC/NOTICE OF TAKING DEPOSITION OF THOMAS CLIMO PH D	AL AL	SH	06/29/06	
0092	06/22/06	SUBP/SUBPOENA DUCES TECUM	*D *D	SH SV	06/22/06 06/09/06	
0093	06/22/06	SUBP/SUBPOENA FOR DEPOSITION	0002 0002	SH SV	06/23/06 06/06/06	
0094	06/22/06	NOTC/NOTICE OF INTENT TO TAKE DEFAULT	AL		06/22/06	
0095	07/03/06	SUBP/SUBPOENA DUCES TECUM		SH	06/29/06	
0096	07/03/06	RPLY/REPLY OF WENDOVER PROJECT LLC TO PLAINTIFFS COUNTERCLAIM TO COUNTERCLAIM	AL AL			
0097	07/05/06	SCCR/PLAINTIFF COUNTERDEFENDANTS SUPPLEMENTAL TO 16.1 PRODUCTION OF DOCUMENTS	0001 0001			
0098	07/13/06	NOTC/RENOTICE OF TAKING DEPOSITION OF THOMAS CLIMO PH D	AL AL	SH	07/28/06	
0099	07/13/06	SUPP/DEFENDANTS SUPPLEMENT TO 16.1 DISCLOSURES				

(Continued to page 5)

WFZ0788



NO.	FILED/REC CODE	REASON/DESCRIPTION	FOR	OC	SCH/PER	C
0100	07/21/06	SUBP/SUBPOENA FOR ARBITRATION	0002	SH	08/22/06	
			0002	SV	07/19/06	
0101	07/21/06	SUBP/SUBPOENA FOR ARBITRATION		SH	08/22/06	
				SV	07/19/06	
0102	07/21/06	SUBP/SUBPOENA FOR ARBITRATION	0001	SH	08/22/06	
0103	07/25/06	SUBP/SUBPOENA FOR ARBITRATION		SH	08/22/06	
				SV	07/20/06	
0104	08/08/06	SCCR/PLAINTIFF COUNTERDEFENDANTS SECOND SUPPLEMENT TO 16.1 PRODUCTION OF	AL			Y
			AL			
DOCUMENTS						
0105	09/28/06	ATLN/NOTICE OF ATTORNEY LIEN	AL		09/28/06	
0106	12/04/06	REQT/REQUEST FOR BUSINESS COURT	AL			
0107	12/05/06	ASSG/REASSIGNMENT OF JUDGE Denton TO JUDGE Gonzalez				
0108	12/13/06	MOT /PLTF/CNTRDEFT JAZI MTN FOR CONFIRMATION & ENTRY OF JGMNT ON ARBITRATION AWARD/03	AL		01/11/07	
			AL			
0109	12/13/06	ROC /RECEIPT OF COPY OF ZANDIANS MOTION FOR CONFIRMATION AND ENTRY OF JUDGMENT ON	*D		12/13/06	Y
			*D			
ARBITRATION AWARD						
0110	12/16/06	ASSG/Reassign Case From Judge Gonzalez To Judge JOHNSON				
0111	12/18/06	MOT /DEFT'S MTN TO VACATE ARBITRATION AWARD/MTN TO MODIFY OR CORRECT /04	AL		01/11/07	
			AL			
0112	12/18/06	ASSG/REASSIGNMENT OF JUDGE JOHNSON TO JUDGE Gonzalez				
0113	12/22/06	OCAL/MINUTE ORDER RE: INCORRECT CASE REASSIGNMENT	NP		12/22/06	
			NP			
0114	12/22/06	ASSG/REASSIGNMENT OF JUDGE Gonzalez TO JUDGE Denton				
0115	12/22/06	CMMT/PER MINUTES 12/22/06				
0116	12/22/06	PRMT/PEREMPTORY CHALLENGE Denton CASE REASSIGNED TO Halverson				
0117	12/22/06	ASSG/REASSIGNMENT OF JUDGE Halverson TO JUDGE Gonzalez				
0118	12/22/06	CMMT/RE-ASSIGNED TO GONZALEZ (BUS CRT CASE)				
0119	12/22/06	NDR /NOTICE OF DEPARTMENT REASSIGNMENT			12/22/06	Y
		001335001768001335001335001768FC				
		001335001335001335????????001768001335001335001768001335001335001335001335				
0120	12/21/06	ROC /RECEIPT OF COPY OF MOTION TO VACATE ARBITRATION AWARD OR IN THE ALTERNATIVE	0001		12/19/06	Y
			0001			
TO MODIFY OR CORRECT						
0121	12/21/06	EXPT/EX PARTE APPLICATION FOR ORDER ORDER SHORTENING TIME AND REQUEST FOR	AL			Y
			AL			
ORAL ARGUMENT						
0122	12/26/06	NOEV/NOTICE OF EXHIBIT(S) IN THE VAULT	AL		12/18/06	
0123	12/26/06	NOEV/NOTICE OF EXHIBIT(S) IN THE VAULT	AL		12/13/06	
0124	12/27/06	CERT/CERTIFICATION OF SERVICE			12/21/06	
0125	12/28/06	OPPS/OPPOSITION TO MOTION TO VACATE ARBITRATION AWARD OR IN THE	AL		01/11/07	Y
			AL			
ALTERNATIVE MOTION TO MODIFY OR CORRECT						
0126	12/29/06	NOEV/PLTF'S OPPTS TO MTN TO VACATE ARB AWARD	AL			
0127	01/05/07	OPPS/OPPOSITION TO MOTION FOR CONFIRMATION AND ENTRY OFJUDGMENT ON ARBITRATINO			01/11/07	Y

(Continued to page 6)

WFZ0789

NO.	FILED/REC CODE	REASON/DESCRIPTION	FOR	OC	SCH/PER	C
AWARD AND REPLY TO OPPOSITION TO MOTION TO VACATE						
0128	01/11/07	MOT /ALL PENDING MOTIONS (1/11/07)	AL		01/11/07	
0129	01/09/07	RPLY/REPLY TO OPPOSITION TO MOTION FOR CONFIRMATION AND ENTRY OF JUDGMENT ON	0001 0001			Y
ARBITRATION AWARD						
0130	01/16/07	TRAN/REPORTER'S TRANSCRIPT OF PROCEEDINGS	AL		01/11/07	
0131	01/19/07	NOEV/NOTICE OF EXHIBIT(S) IN THE VAULT	AL			
0132	01/19/07	ORDR/ORDER ON MOTION TO CONFIRM ARBITRATION AWARD AND MOTION TO VACATE ARBITRATION	AL AL			Y
AWARD						
0133	01/22/07	NOTC/NOTICE OF ENTRY OF ORDER ON MOTION TO CONFIRM ARBITRATION AWARD AND MOTION TO	AL AL		01/19/07	Y
VACATE ARBITRATION AWARD						
0134	03/08/07	SUPP/SUPPLEMENT TO NOTICE OF ATTORNEYS LIEN	AL			
0135	03/22/07	MOT /PLTF'S MTN FOR REFERRAL TO ARBITRATOR/07	NP	DN	04/24/07	
0136	04/05/07	OPPS/OPPOSITION TO PLTF'S MOTION FOR REFERRAL TO ARBITRATOR	0001 0001		04/24/07	
0137	03/26/07	RAR /ARBITRATOR REPORT AND RECOMMENDATION TO DISTRICT COURT	AL AL			
0138	04/16/07	RPLY/REPLY TO OPPOSITION TO PLAINTIFFS MOTION FOR REFERRAL TO ARBITRATOR	0001 0001			
0139	04/24/07	REQT/REQUEST FOR ORAL ARGUMENT ON THE PLAINTIFFS MOTION FOR REFERRAL TO	AL AL	SH	04/24/07	Y
ARBITRATOR						
0140	04/25/07	OBJ /PLTF'S OBJECTION TO DEFTS REQUEST FOR ORAL ARGUMENT ON PLTF'S MOTIN FOR	*D *D		04/25/07	Y
REFERRAL TO ARBITRATOR						
0141	05/16/07	MOT /ZANDIAN'S MTN FOR CONFIRMATION/ENTRY OF JGMNT ON ARBITRATION AWARD AND OST /08	AL AL	GR	06/05/07	
0142	05/16/07	ROC /RECEIPT OF COPY OF ZANDIANS MOTION FOR CONFIRMATION AND ENTRY OF JUDGMENT ON	*D *D		05/16/07	Y
ARBITRATION AWARD AND ORDER SHORTENING TIME						
0143	05/25/07	OPPS/OPPOSITION TO PLAINTIFFS MOTION FOR CONFIRMATION AND ENTRY OF JUDGMENT ON	0001 0001	SH	06/05/07	Y
ARBITRATION AWARD COUNTER MOTION TO VACATE ARBITRATION AWARD AS AMENDED						
0144	05/31/07	RPLY/REPLY TO OPPOSITION TO MOTION FOR CONFIRMATION AND ENTRY OF JUDGMENT	AL AL			Y
ON ARBITRATION AWARD						
0145	06/06/07	OCAL/STATUS CHECK: COMPLIANCE (VJ 07-17-07)	AL	VC	07/24/07	
0146	06/08/07	NOTC/NOTICE OF ENTRY OF JUDGMENT CONFIRMING ARBITRATION AWARD	AL AL		06/08/07	
0147	06/13/07	MOT /DEFT'S MTN TO STAY /10	AL	GR	06/21/07	
0148	06/13/07	HEAR/DEFT'S MTN FOR REHEARING/11	AL	DN	07/17/07	
0149	06/08/07	JMNT/JUDGMENT UPON ARBITRATION AWARD	0003		06/15/07	
0150	06/08/07	JMNT/JUDGMENT UPON ARBITRATION AWARD	0004		06/15/07	
0151	06/15/07	MOT /DEFT'S MTN TO AMEND JUDGMENT/12	AL	DN	07/17/07	
0152	06/18/07	ROC /RECEIPT OF COPY	0001		06/15/07	
0153	06/18/07	ROC /RECEIPT OF COPY	AL		06/15/07	
0154	06/18/07	ORDR/ORDER SHORTENING TIME	*D	SH	06/21/07	
0155	06/19/07	OPPS/OPPOSITION TO MOTION FOR HEARING	*D		06/21/07	
0156	06/19/07	OPPS/OPPOSITION TO MOTION FOR STAY	*D	SH	06/21/07	
0157	06/20/07	RPLY/REPLY TO OPPOSITION TO MOTION FOR STAY	0001 0001	SH	06/21/07	

(Continued to page 7)

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NO.	FILED/REC	CODE	REASON/DESCRIPTION	FOR	OC	SCH/PER	C
		05-A-511131-C	(Continuation	Page	7)		
0158	06/25/07	MOT	/ALL PENDING MOTIONS (06-21-07)	AL		06/21/07	
0159	06/20/07	ERR	/ERRATA TO OPPOSITION TO MOTION FOR STAY	AL			
0160	06/20/07	RPLY	/REPLY TO OPPOSITION TO MOTION FOR RE- HEARING	AL	SH	06/21/07	
0161	06/21/07	CRTF	/CERTIFICATION OF SERVICE OF ORDER SHORTENING TIME FOR HEARINGS	AL		06/19/07	
0162	06/25/07	OPPS	/OPPOSITION TO MOTION TO AMEND OR ALTER JUDGMENT PURSUANT TO NRCP 59E OR IN THE	AL	SH	07/17/07	Y
			ALTERNATIVE MOTION FOR A NEW TRIAL PURSUANT TO NRCP 59A				
0163	06/25/07	ORDR	/ORDER RE DEFENDANTS MOTION FOR RE HEARING AND MOTION FOR STAY OF	AL	VC	06/21/07	Y
				AL	SH	07/17/07	
PROCEEDINGS							
0164	06/25/07	CHBD	/CASH BOND #01365592 \$10,000.00			06/25/07	
0165	06/27/07	NOTC	/NOTICE OF ENTRY OF ORDER	AL		06/25/07	
0166	07/03/07	TRAN	/REPORTER'S TRANSCRIPT OF HEARING ON MOTION FOR STAY	AL		06/21/07	
0167	07/03/07	RPLY	/REPLY TO OPPOSITION TO MOTION TO AMEND OR ALTER JUDGMENT PURUSANT TO NRCP	0001		07/17/07	Y
				0001			
			59(E) OR IN THE ALTERANTIVE MOTION FOR NEW TRIAL PURUSANT TO NRCP			59(A)	
0168	07/13/07	NOTC	/NOTICE OF APPEARANCE	AL		07/13/07	
0169	07/13/07	BREF	/SUPPLEMENTAL BRIEF IN SUPPORT OF DEFTS MOTION TO AMEND OR ALTER JUDGMENT			07/18/07	Y
			PURSUANT TO NRCP 59(e) OR IN THE ALTERNATIVE MOTIN FOR NEW TRIAL PURSUANT NRCP				
			59(a)				
0170	07/17/07	MOT	/ALL PENDING MOTIONS (07-17-07)	AL		07/17/07	
0171	07/17/07	OCAL	/STATUS CHECK: COMPLIANCE	AL		08/23/07	
0172	07/16/07	RPLY	/PLAINTIFFS REPLY TO DEFENDANTS SUPPLEMENTAL BRIEF TO MOTION TO ALTER	*D		07/16/07	Y
			OR AMEND JUDGMENT AND COUNTER MOTION TO STRIKE	*D			
0173	07/19/07	MOT	/NETZORG'S MTN TO WITHDRAW AS COUNSEL /16	NP		08/21/07	
0174	07/20/07	ORDR	/ORDER ON POST JUDGMENT MOTIONS	AL	HG	07/17/07	
0175	07/23/07	NOTC	/NOTICE OF ENTRY OF ORDER	AL		07/20/07	
0176	07/26/07	NOAS	/NOTICE OF APPEAL (SC 49924)	AL	AP	07/26/07	
0177	07/26/07	NOAS	/NOTICE OF APPEAL	AL		07/26/07	
0178	07/26/07	NOAS	/NOTICE OF APPEAL	AL		07/26/07	
0179	07/26/07	NOAS	/NOTICE OF APPEAL	AL		07/26/07	
0180	07/26/07	NOAS	/NOTICE OF APPEAL	AL		07/26/07	
0181	07/26/07	STAT	/CASE APPEAL STATEMENT	*D			
0182	07/30/07	CRTF	/CERTIFICATION OF SERVICE	AL		07/19/07	
0183	08/01/07	MOT	/DEFT'S MTN TO STAY OF PROCEEDINGS TO ENFORCE/17	AL	GR	08/07/07	
				AL			
0184	08/02/07	CERT	/CERTIFICATE OF MAILING	0008		08/02/07	
0185	08/03/07	OPPS	/OPPOSITION TO MOTION FOR STAY OF PROCEEDINGS TO ENFORCE JUDGMENT AND TO	*D	SH	08/07/07	Y
			SET SUPERSEDEAS BOND ORDER SHORTENING TIME	*D			
0186	08/06/07	ROC	/RECEIPT OF COPY	0001		08/02/07	
0187	08/06/07	ROC	/RECEIPT OF COPY OF OPPOSITION TO MOTION FOR STAY OF PROCEEDINGS TO ENFORCE	*D		08/07/07	Y
			JUDGMENT AND TO SET SUPERSEDEAS BOND ORDER SHORTENING TIME	*D			
0188	07/31/07	AMEN	/AMENDED CASE APPEAL STATEMENT	AL		07/31/07	

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CLERK OF THE COURT

1 JUDGE  
JOHN PETER LEE, LTD.  
2 JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
3 MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
4 830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
5 (702) 382-4044 Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant  
6

**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.

23  
24 WENDOVER PROJECT, LLC,

25 Counterclaimant,

26 v.

27 GHOLAMREZA ZANDIAN JAZI,

28 Counterdefendant.

**JOHN PETER LEE, LTD.**  
ATTORNEYS AT LAW  
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Telephone (702) 382-4044  
Telecopier (702) 383-9950

**RECEIVED**  
JUN 08 2007  
CLERK OF THE COURT

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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.

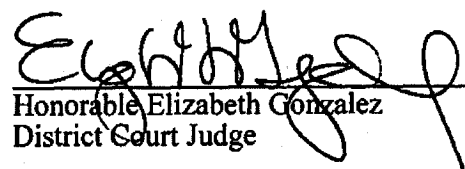
23 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all relief granted in the  
24 Implementation Award dated the 29th day of November, 2006, a copy of which is attached hereto  
25 as Exhibit "3" is granted by this Court.

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.


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IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this Court retains jurisdiction to implement this Judgment.

Dated this 7 day of June, 2007.

  
Honorable Elizabeth Gonzalez  
District Court Judge

SUBMITTED BY:  
JOHN PETER LEE, LTD.

BY:   
JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
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SEP 22 2006  
JOHN PETER LEE, LTD.

1 ARB  
2 FLOYD A. HALE, ESQ.  
3 Nevada Bar No. 1873  
4 JAMS  
5 2300 W. Sahara, #900  
6 Las Vegas, NV 89102  
7 Ph: (702) 457-5267  
8 Fax: (702) 437-5267  
9 Arbitrator

DISTRICT COURT

CLARK COUNTY, NEVADA

10 GHOLAMREZA ZANDIAN JAZI, ) Case No. A511131  
11 ) ) Dept. No. XII  
12 Plaintiff, )  
13 vs. )  
14 RAY KOROGHLI, individually, )  
15 FABIRORZ FRED SADRI, individually, )  
16 and as Trustee of the Star Living Trust, )  
17 WENDOVER PROJECT, LLC, a Nevada )  
18 limited liability company; BIG SPRING )  
19 RANCH, LLC, a Nevada limited liability )  
20 company, and NEVADA LAND AND )  
21 WATER RESOURCES, LLC, a Nevada )  
22 limited liability company, )  
23 Defendants. )

ARBITRATION DECISION

24 Arbitration Hearings in this matter were conducted for two full days. The parties  
25 submitted voluminous exhibits, depositions and briefs to the Arbitrator. Having reviewed the  
26 documentation submitted and having heard the testimony and representations of the parties, the  
27 following Arbitration Decision is entered:

- 28 1. The entire interest in the Pah Rah, LLC, property will be transferred to Gholamreza

FLOYD A. HALE  
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PHONE (702) 457-5267 EMAIL fhaale@foychdale.com

1 Zandian Jazi, free and clear of all encumbrances, including the promissory note secured by Deed  
2 of Trust issued for the benefit of Fariborz Fred Sadri; any obligation owed to Jeff Codega, related  
3 to work that was performed as to the Pah Rah real estate will be the obligation of Gholamreza  
4 Zandian Jazi;  
5

6 2. The 320 acres referenced in the briefs and this lawsuit will be transferred free and clear  
7 to Gholamreza Zandian Jazi without any obligation to the other litigants or parties to this  
8 Arbitration or to any other party who may profess to have an interest in the 320 acres that are  
9 bound by this lawsuit and Arbitration;  
10

11 3. Fariborz Fred Sadri and Ray Koroghli will, within 30 days from the service of this  
12 Arbitration Decision, pay Gholamreza Zandian Jazi \$250,000.00 in return for Gholamreza  
13 Zandian Jazi waiving any claims or any rights as to the Big Springs Ranch, LLC or any of its  
14 assets;  
15

16 4. That Gholamreza Zandian Jazi will transfer any interest in the Wendover project, LLC,  
17 including all assets and real estate to Fariborz Fred Sadri and Ray Koroghli;  
18


19 5. All of the entities and properties that are the subject of this Arbitration and lawsuit,  
20 including Pah Rah, LLC, the owners of the 300 acres referenced above, the Big Springs Ranch,  
21 LLC, and the Wendover purchase or Wendover Project, LLC, referenced in this lawsuit and  
22 Arbitration waive any claims to reimbursement or participation in any consulting fees previously  
23 paid to Gholamreza Zandian Jazi from the seller of the real estate to those entities;  
24

25 6. That the parties, through counsel, will prepare all necessary documents to effect the  
26 transfers of the real estate assets and LLC entities and the parties to this lawsuit and Arbitration  
27 will execute all necessary documents to effect this Arbitration Order, including a mutual Release  
28 to be executed by all parties.

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7. That each party pay their own fees and costs incurred herein.

DATED this 20<sup>th</sup> day of September, 2006.

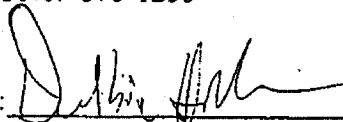
By:   
FLOYD HALE, Arbitrator  
2300 West Sahara Avenue, #900  
Las Vegas, NV 89102

CERTIFICATE OF FACSIMILE AND MAIL

I hereby certify that on the 21 day of September, 2006, I faxed and mailed a true and correct copy of the foregoing addressed to:

John Peter Lee, Esq.  
830 Las Vegas Boulevard South  
Las Vegas, NV 89101  
Attorneys for Plaintiffs  
Fax No. 383-9950

John Netzorg, Esq.  
2810 West Charleston Blvd. #H-81  
Las Vegas, NV 89102  
Attorneys for Defendants  
Fax No. 878-1255

By:   
Employee of Jams

FLOYD A. HALE  
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 2 FLOYD A. HALE, ESQ.  
 3 Nevada Bar No. 1873  
 4 JAMS  
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 6 Las Vegas, NV 89102  
 7 Ph: (702) 457-5267  
 8 Fax: (702) 437-5267  
 9 Arbitrator

DISTRICT COURT

CLARK COUNTY, NEVADA

10	GHOLAMREZA ZANDIAN JAZI,	)	Case No. A511131
		)	Dept. No. XII
11	Plaintiff,	)	
		)	
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	)	
	limited liability company; BIG SPRING	)	
17	RANCH, LLC, a Nevada limited liability	)	
	company, and NEVADA LAND AND	)	
18	WATER RESOURCES, LLC, a Nevada	)	
	limited liability company,	)	
19		)	
	Defendants.	)	
20		)	

**ARBITRATION DECISION**

21  
 22 On October 11, 2006, the Arbitrator received the Defendant's **MOTION TO CHANGE**  
 23  
 24 **AWARD BY ARBITRATOR PURSUANT TO NRS 38.237.** The Motion requests that  
 25 Zandian Jazi: Execute documents necessary to have the property transferred as required by the  
 26 Arbitration Decision; issue guarantees that he has not made transfers to third parties; assign shares  
 27 of shipyard stock; warrant and verify that he is in a position to execute documents required by the  
 28

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 LAS VEGAS, NV 89102  
 PHONE (702) 457-5267 EMAIL fhaile@floydahale.com

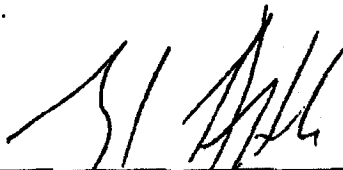
1 Arbitration Decision and verify other factual issues that were the subject of the Arbitration  
2 Agreement.

3  
4 The Motion goes well beyond the Arbitration Decision asking to reopen evidentiary  
5 matters which are unnecessary at this time. Furthermore, paragraph 6 of the Arbitration Decision  
6 indicates as follows:

7 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 11<sup>th</sup> day of October, 2006.

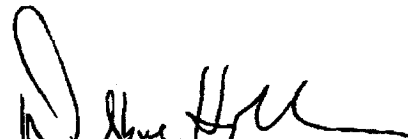
14  
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16 By:   
17 FLOYD A. HALE  
18 2300 W. Sahara, #900  
19 Las Vegas, NV 89102  
20 Arbitrator

21 CERTIFICATE OF FACSIMILE

22 I hereby certify that on the 11<sup>th</sup> day of October, 2006, I faxed and mailed a true and  
23 correct copy of the foregoing addressed to:

24 John Peter Lec, Esq.  
25 830 Las Vegas Boulevard South  
26 Las Vegas, NV 89101  
27 Attorneys for Plaintiff's  
28 Fax No. 383-9950

John Netzorg, Esq.  
2810 West Charleston Blvd. #H-81  
Las Vegas, NV 89102  
Attorneys for Defendants  
Fax No. 878-1255

26  
27 By:   
28 Employee of James

FLOYD A. HALE  
SPEC. MASTER  
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1 AWD  
2 JOHN PETER LEE, LTD.  
3 JOHN PETER LEE, ESQ.  
4 Nevada Bar No. 001768  
5 MICHAEL A. REYNOLDS, ESQ.  
6 Nevada Bar No. 008631  
7 830 Las Vegas Boulevard South  
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9 (702) 382-4044 Fax: (702) 383-9950  
10 Attorneys for Plaintiff/Counterdefendant  
11 GHOLAMREZA ZANDIAN JAZI

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JOHN PETER LEE, LTD.

DISTRICT COURT

CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDIAN JAZI,

10 Plaintiff,

11 v.

12 RAY KOROGHLI, individually, FARIBORZ FRED  
13 SADRI, individually, and as Trustee of the Star  
14 Living Trust, WENDOVER PROJECT, LLC, a  
15 Nevada limited liability company; BIG SPRING  
16 RANCH, LLC, a Nevada limited liability company,  
17 and NEVADA LAND AND WATER  
18 RESOURCES, LLC, a Nevada limited liability  
19 company,

20 Defendants.

18 RAY KOROGHLI, individually and FARIBORZ  
19 FRED SADRI, individually,

20 Counterclaimants,

21 v.

22 GHOLAMREZA ZANDIAN JAZI,

23 Counterdefendant.

24 WENDOVER PROJECT, LLC,

25 Counterclaimant,

26 v.

27 GHOLAMREZA ZANDIAN JAZI,

28 Counterdefendant.

CASE NO.: A511131  
DEPT. NO.: XIII

BEFORE ARBITRATOR  
FLOYD A. HALE

IMPLEMENTATION AWARD

**JOHN PETER LEE, LTD.**  
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1 GHOLAMREZA ZANDIAN JAZI, )  
2 Counterclaimant, )  
3 v. )  
4 WENDOVER PROJECT, LLC, )  
5 Counterdefendant. )

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7 **IMPLEMENTATION AWARD**

8 On September 20, 2006, an Arbitration Decision was issued in this dispute. Plaintiff  
9 GHOLAMREZA ZANDIAN JAZI filed his Motion to Enforce Arbitration Decision on September  
10 25, 2006. On October 24, 2006, Plaintiff filed his Motion to Implement Arbitration Award. On  
11 October 26, 2006, Plaintiff filed his Amendment to Motion to Implement Arbitration Award and  
12 Request for Expedited Hearing. On October 31, 2006, Defendants Sadri and Koroghli filed their  
13 Opposition to Motion to Implement Arbitration Award. Plaintiff filed his Reply Re: Motion to  
14 Implement Arbitration Award on November 2, 2006.

15 After considering the papers filed by both parties including draft transfer documents;  
16 **THE FOLLOWING IMPLEMENTATION AWARD IS ENTERED:**

- 17 1. Defendants shall pay to John Peter Lee, Ltd., the sum of \$250,000 within five (5)  
18 days.
- 19 2. Defendants are to execute and deliver to Plaintiff's Counsel within ten days of this  
20 Award a Quitclaim Deed of the 320 acre parcel provided as Exhibit "1" by Plaintiff  
21 on the 2nd day of November, 2006.
- 22 3. Defendants are to execute and deliver to Plaintiff's counsel within ten days of this  
23 Award the Grant, Bargain and Sale Deed of the 320 acre parcel provided by Plaintiff  
24 as Exhibit "2" on the 2<sup>nd</sup> of November, 2006.
- 25 4. Defendants are to execute and deliver to Plaintiff's counsel within ten days of this  
26 Award the Quitclaim Deed of the 320 acre parcel provided by Plaintiff as Exhibit "3"  
27 on November 2, 2006.
- 28 5. Defendants are to execute and deliver to Plaintiff's counsel within ten days of this



**JOHN PETER LEE, LTD.**

ATTORNEYS AT LAW

830 LAS VEGAS BLVD. SOUTH

LAS VEGAS, NEVADA 89101

Telephone (702) 382-4044

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- Award the Grant, Bargain and Sale Deed of the Pah-Rah parcel provided by Plaintiff as Exhibit "4" on November 2, 2006.
6. Mr. Sadri is to execute and deliver to Plaintiff's counsel within ten days of this Award the Request for Full Reconveyance concerning the \$333,000 Note provided by Plaintiff as Exhibit "5" on November 2, 2006.
7. Mr. Zandian is to execute and deliver to Defendants' counsel within ten days of this Award the Quitclaim Deed of the Wendover parcel provided by Plaintiff as Exhibit "6" on November 2, 2006.
8. Mr. Zandian is to execute and deliver to Defendants' counsel within ten days of this Award the Assignment of Interest in Wendover Project, LLC, provided by Plaintiff as Exhibit "7" on November 2, 2006.
9. Mr. Zandian is to execute and deliver to Defendants' counsel within ten days of this Award the Quitclaim Deed of the Big Spring Ranch parcel provided by Plaintiff as Exhibit "8" on November 2, 2006.
10. Mr. Zandian is to execute and deliver to Defendant's counsel within ten days of this Award the Assignment of Interest in Big Spring Ranch, LLC., provided by Plaintiff as Exhibit "9" on November 2, 2006.
11. Mr. Zandian is to execute and deliver to Defendants' counsel within ten days of this Award the Assignment of Interest in Nevada Land and Water Resources, LLC., provided by Plaintiff as Exhibit "10" on November 11, 2006.
12. Mr. Zandian is to record and deliver to Defendants' counsel within ten days of this Award the four (4) Releases of Lis Pendens provided by Plaintiff as Exhibit "11" on November 2, 2006.
13. Mr. Zandian is to execute, file and deliver to Defendants' counsel within ten days of this Award the Certificate of Resignation concerning Wendover Project, LLC., provided by Plaintiff as Exhibit "12" on November 2, 2006.
14. Mr. Zandian is to execute, file and deliver to Defendants' counsel within ten days of this Award the Certificate of Resignation concerning Nevada Land and Water

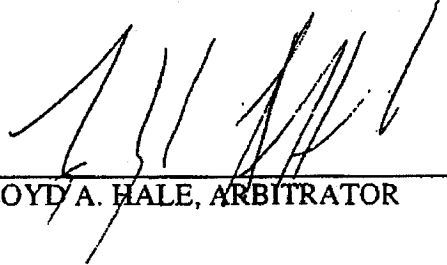
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Resources, LLC, provided as Exhibit "13" on November 2, 2006.

15. Mr. Zandian is to execute, file and deliver to Defendants' counsel within ten days of this Award the Certificate of Resignation concerning Big Spring Ranch, LLC., provided by Plaintiff as Exhibit "14" on November 2, 2006.

16. All parties are to sign the Mutual Release of Claims provided by Plaintiff as Exhibit "16" on November 2, 2006, and deliver a Counterpart to the other party's counsel within ten (10) from this Award.


Dated this 29<sup>th</sup> day of November, 2006.



FLOYD A. HALE, ARBITRATOR

Respectfully submitted

JOHN PETER LEE, LTD.

  
JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
(702) 382-4044 Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant

JOHN PETER LEE, LTD.  
ATTORNEYS AT LAW  
830 LAS VEG. BLVD. SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

CERTIFICATE OF FACSIMILE AND MAILING

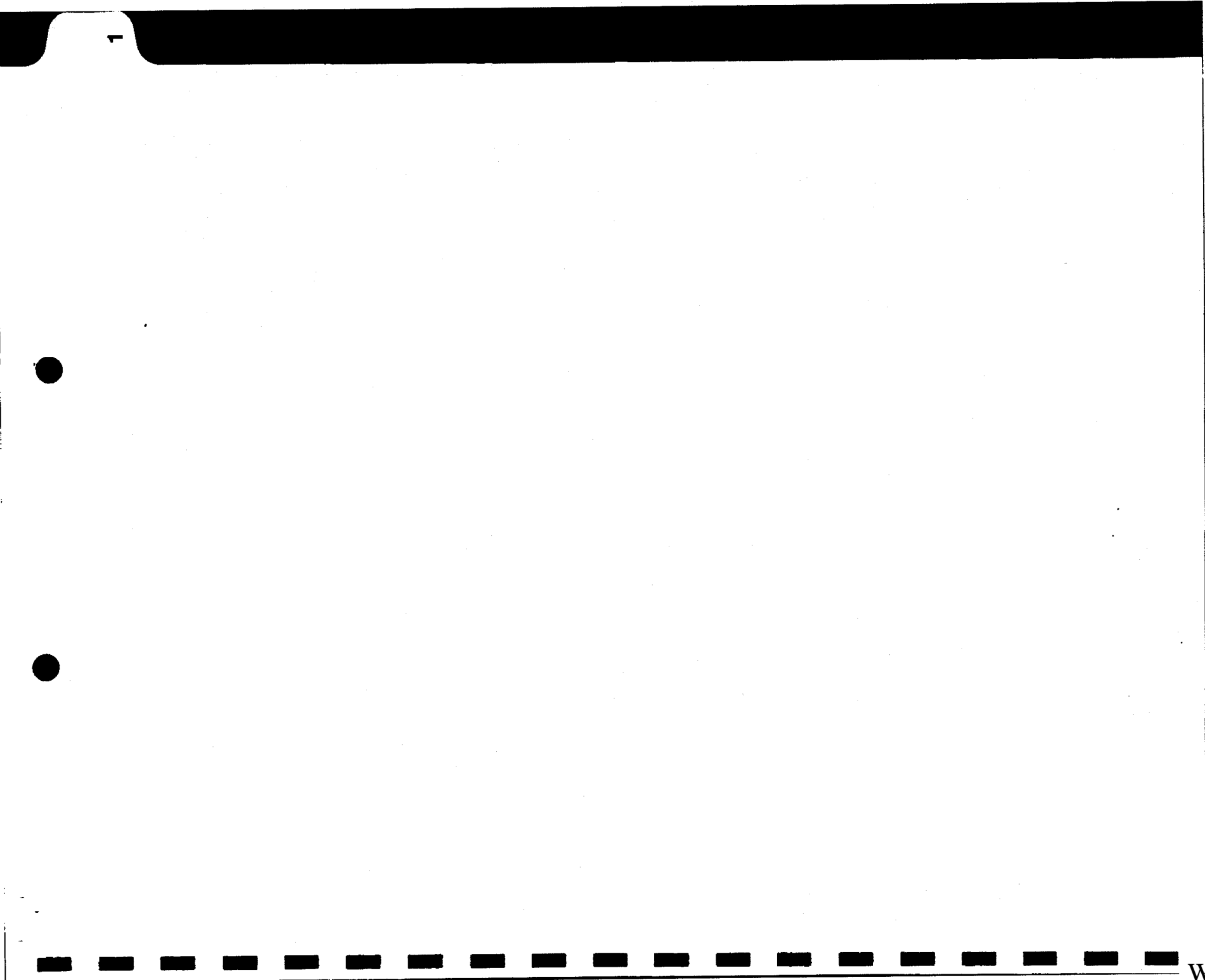
I hereby certify that on the 29th day of November 2006, I faxed and mailed a true and correct copy of the foregoing Implementation Award addressed to:

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



APN: 076-100-19

WHEN RECORDED, RETURN TO  
JOHN PETER LEE, LTD.  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101

GRANTEE/MAIL TAX STATEMENTS TO:  
JOHN PETER LEE, LTD.  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101

320 acre parcel

**QUITCLAIM DEED**

By this instrument dated this \_\_\_\_ day of \_\_\_\_\_, 2006, for a valuable consideration, Ray Koroghli, individually, and Fariborz Fred Sadri, individually and as Trustee of the Star Living Trust, do hereby remise, release and forever quitclaim to Gholamreza Zandian Jazi, the following described real property in the State of Nevada, County of Washoe:

Set forth in Exhibit A attached and incorporated herein by this reference

\_\_\_\_\_  
RAY KOROGHLI, individually

\_\_\_\_\_  
FARIBORZ FRED SADRI, individually

\_\_\_\_\_  
FARIBORZ FRED SADRI, as Trustee of the  
Star Living Trust

STATE OF NEVADA        )  
                                  ) SS.:  
COUNTY OF CLARK        )

On \_\_\_\_\_, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Ray Koroghli, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEVADA        )  
                                  ) SS.:  
COUNTY OF CLARK        )

On \_\_\_\_\_, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Fariborz Fred Sadri, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEVADA        )  
                                  ) SS.:  
COUNTY OF CLARK        )

On \_\_\_\_\_, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Fariborz Fred Sadri, Trustee of the Star Living Trust, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

County Home => Assessor's Office => Property Assessment Data => Parcel QuickInfo

WASHOE COUNTY QUICK INFO (Summary data may not be complete representation of property)				10/18/2006	
<b>Owner Information &amp; Legal Description</b>			<b>Building Information</b>		
APN 076-100-19			Property Name:		
<a href="#">Parcel Map</a>   <a href="#">Map Warehouse</a>			Quality		<u>Bldg Type</u>
Card 1 of 1			Stories		
Situs	SPANISH SPRINGS RD		Year Built	0	<u>Square Feet</u> 0
Owner 1	BIG SPRING RANCH LLC		W.A.Y.	0	<u>Square Feet does not include Bsmt or Garage Conversion area click for details</u>
Mail Address	P O BOX 81624		Bedrooms	0	
	LAS VEGAS NV 89180-1624		Full Baths	0	<u>Finished Bsmt</u> 0
Owner 2			Half Baths	0	<u>Unfin Bsmt</u> 0
Owner 3			Fixtures	0	<u>Bsmt Type</u>
Rec Doc No	02957442	Rec Date	11/21/2003	Fireplaces	0
Prior Owner	GRAHAM,EARL L & JONI		Heat Type		<u>Total Gar Area</u> 0
Prior Doc	02623847 11/30/2001		Sec Heat Type		<u>Gar Type</u>
Legal Desc	34-1-1-2		Ext Walls		<u>Det Garage</u> 0
Subdivision	34-1-1-2		Sec Ext Walls		<u>Bsmt Gar Door</u> 0
	Lot	Block	Sub Map#	Roof Cover	<u>Sub Floor</u>
				%Incomplete	<u>Frame</u>
	<u>Record of Survey Map</u>		<u>Parcel Map#</u>	Obso/Bldg Adj	<u>Units/Bldg</u> 0
	Section 34	Township 21	Range 21	Construction Mod	<u>Units/Parcel</u> 0
				<u>Last Activity</u>	<u>Last Permit</u>
<u>Tax Dist</u>	4400	<u>Add'l Tax Info</u>	<u>Prior APN</u>	CEM	04/08/1996

Land Information											
<u>Land Use</u>	012	<u>Zoning</u>	GR	<u>Sewer</u>	NONE	<u>Value Year</u>	2007	<u>Reason</u>	Reappraisal	<u>Factor Dist</u>	586R
<u>Size</u>	320 Ac	<u>Water</u>	NONE	<u>Street</u>	NONE			<u>Reapp Years</u>	2002-2007		

Valuation Information			2005/2006 FV		2006/2007 FV		Sales/Transfer Information/Recorded Document				
							V-Code	LUC	Doc Date	Value	Grantor
<u>Taxable Land Value</u>			78,304		86,917		1SVR	012	11/21/2003	95,000	GRAHAM,EARL L & JONI
<u>Txble Improvement Value</u>			0		0		3NTT	012	11/30/2001	0	LONDON,DALE R
<u>Secured Personal Property (rounded)</u>			0		0		3NTT	012	11/30/2001	0	GRAHAM,EARL L & JONI
<u>Taxable Total</u>			78,304		86,917				07/07/1997	0	
<u>Assessed Land Value</u>			27,406		30,421		1GCR	012	06/03/1997	70,000	
<u>Assessed Improvement Value</u>			0		0				08/01/1976	10,980	

All data on this form is for use by the Washoe County Assessor for

Assessed Personal Prop		0	assessment purposes only. Zoning information should be verified with the appropriate planning agency.
Total Assessed	27,406	30,421	
Supplemental New Const	0	0	

We are currently experiencing some problems with our photo and sketch database which can cause the wrong sketch or photo to display, please review any sketches and photos carefully.

Sketch Is Not Available On-Line.	Property Photo Is Not Available On-Line.
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99052

[.: return to original page .:](#)





APN: 076-100-19

WHEN RECORDED, RETURN TO

JOHN PETER LEE, LTD.  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101

GRANTEE/MAIL TAX STATEMENTS TO:

JOHN PETER LEE, LTD.  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101

320 acre parcel

**GRANT, BARGAIN AND SALE DEED**

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between Big Spring Ranch, LLC, as Grantor, and Gholamreza Zandian Jazi, as Grantee:

**WITNESSETH**

That Grantor, in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States, and good and valuable consideration, paid to Grantor by Grantee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain and sell to Grantee and to Grantee's successors and assigns, all those certain lots, pieces, or parcels of land situated in the County of Washoe, State of Nevada, and more particularly described as follows:

Set forth in Exhibit A attached and incorporated herein by this reference

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof.

SUBJECT TO rights, reservations and restrictions of record.

TO HAVE AND TO HOLD all and singular the premises, together with the appurtenances, unto Grantee and to Grantee's successors and assigns forever.

IN WITNESS WHEREOF, Grantor have executed this conveyance the day and year first above written.

BIG SPRING RANCH, LLC

BY: \_\_\_\_\_  
RAY KOROGHLI, Member/Manager

BY: \_\_\_\_\_  
FARIBORZ FRED SADRI, Member/Manager

STATE OF NEVADA        )  
                                  ) SS.:  
COUNTY OF CLARK     )

On \_\_\_\_\_, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Ray Koroghli, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEVADA        )  
                                  ) SS.:  
COUNTY OF CLARK     )

On \_\_\_\_\_, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Fariborz Fred Sadri, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

County Home => Assessor's Office => Property Assessment Data => Parcel QuickInfo

WASHOE COUNTY QUICK INFO (Summary data may not be complete representation of property)				10/18/2006	
<b>Owner Information &amp; Legal Description</b>			<b>Building Information</b>		
APN	076-100-19				Property Name:
<b>Parcel Map   Map Warehouse</b>			Quality		<b>Bldg Type</b>
Card 1 of 1			Stories		
Situs	SPANISH SPRINGS RD		Year Built	0	<b>Square Feet</b> 0
Owner 1	BIG SPRING RANCH LLC		W.A.Y.	0	<b>Square Feet does not include Bsmt or Garage Conversion area click for details</b>
Mail Address	P O BOX 81624		Bedrooms	0	
	LAS VEGAS NV 89180-1624		Full Baths	0	Finished Bsmt 0
Owner 2			Half Baths	0	Unfin Bsmt 0
Owner 3			Fixtures	0	<b>Bsmt Type</b>
Rec Doc No	02957442	Rec Date	11/21/2003	Fireplaces	0
Prior Owner	GRAHAM,EARL L & JONI		Heat Type		Total Gar Area 0
Prior Doc	02623847	11/30/2001	Sec Heat Type		Gar Type
Legal Desc	34-1-1-2		Ext Walls		Det Garage 0
Subdivision	34-1-1-2		Sec Ext Walls		Bsmt Gar Door 0
	Lot	Block	Sub Map#	Roof Cover	Sub Floor
				%Incomplete	0
	Record of Survey Map		Parcel Map#	Obso/Bldg Adj	0
	Section 34	Township 21	Range 21	Construction Mod	0
				SPC	
Tax Dist	4400	Add'l Tax Info	Prior APN	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
						Factor Dist	586R
						Reapp Years	2002-2007

Valuation Information	2005/2006 FV	2006/2007 FV	Sales/Transfer Information/Recorded Document				
			Y-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	LANDON,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

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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APN: 076-100-19

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JOHN PETER LEE, LTD.  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101

320 acre parcel

**QUITCLAIM DEED**

By this instrument dated this \_\_\_\_ day of \_\_\_\_\_, 2006, for a valuable consideration,  
Big Spring Ranch, LLC does hereby remise, release and forever quitclaim to Gholamreza Zandian  
Jazi, the following described real property in the State of Nevada, County of Washoe:

Set forth in Exhibit A attached and incorporated  
herein by this reference

BIG SPRING RANCH, LLC

BY: \_\_\_\_\_  
RAY KOROGHLI

BY: \_\_\_\_\_  
FARIBORZ FRED SADRI

STATE OF NEVADA        )  
                                  ) SS.:  
COUNTY OF CLARK     )

On the \_\_\_\_ day of \_\_\_\_\_, 2006, before me the undersigned, a Notary Public  
in and for said County and State, personally appeared Ray Koroghli, known to me to be the person  
whose name is subscribed to the within instrument, and acknowledged to me that he executed the  
same.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEVADA        )  
                                  ) SS.:  
COUNTY OF CLARK        )

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\_\_\_\_\_  
NOTARY PUBLIC



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<b>Owner Information &amp; Legal Description</b>			<b>Building Information</b>		
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
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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
				%Incomplete	0
	Record of Survey Map		Parcel Map#	Obso/Bldg Adj	0
	Section 34	Township 21	Range 21	Construction Mod	0
			SPC	Last Activity	CEM 04/08/1996
Tax Dist	4400	Add'l Tax Info	Prior APN		Last Permit

Land Information											
Land Use	012	Zoning	GR	Sewer	NONE	Value Year	2007	Reason	Reappraisal	Factor Dist	S86R
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	

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Assessed Personal Prop		0	assessment purposes only. Zoning information should be verified with the appropriate planning agency.
Total Assessed	27,406	30,421	
Supplemental New Const	0	0	

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Sketch Is Not Available On-Line.	Property Photo Is Not Available On-Line.
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99052

**.: return to original page .:**



APN: 079-150-09, 079-150-10, 07-150-13  
084-040-02, 084-040-04, 084-040-06  
084-040-10, 084-130-07, -84-140-17

WHEN RECORDED, RETURN TO

JOHN PETER LEE, LTD.  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101

GRANTEE/MAIL TAX STATEMENTS TO:

JOHN PETER LEE, LTD.  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101

Pah Rah parcel

**GRANT, BARGAIN AND SALE DEED**

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between Ray Koroghli, individually, and Fariborz Fred Sadri, individually and as Trustee of the Star Living Trust, as Grantors, and Gholamreza Zandian Jazi, as Grantee:

**WITNESSETH**

That Grantors, in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States, and good and valuable consideration, paid to Grantors by Grantee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain and sell to Grantee and to Grantee's successors and assigns, all those certain lots, pieces, or parcels of land situated in the County of Washoe, State of Nevada, and more particularly described as follows:

Set forth in Exhibit A attached and incorporated herein by this reference

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof.

SUBJECT TO rights, reservations and restrictions of record.

TO HAVE AND TO HOLD all and singular the premises, together with the appurtenances, unto Grantee and to Grantee's successors and assigns forever.

IN WITNESS WHEREOF, Grantors have executed this conveyance the day and year first above written.

\_\_\_\_\_  
RAY KOROGHLI, individually

\_\_\_\_\_  
FARIBORZ FRED SADRI, individually

\_\_\_\_\_  
FARIBORZ FRED SADRI, as Trustee of the  
Star Living Trust

STATE OF NEVADA     )  
                                  ) SS.:  
COUNTY OF CLARK    )

On \_\_\_\_\_, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Ray Koroghli, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEVADA     )  
                                  ) SS.:  
COUNTY OF CLARK    )

On \_\_\_\_\_, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Fariborz Fred Sadri, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEVADA     )  
                                  ) SS.:  
COUNTY OF CLARK    )

On \_\_\_\_\_, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Fariborz Fred Sadri, Trustee of the Star Living Trust, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC



property. The term "minerals" shall include all mineral elements and compounds, including by way of example and not by limitation, all barite, copper, gold, iron, silver and other metals, whether the same are presently known to exist on the property or are subsequently discovered on the property, and regardless of the method of extraction, mining or processing of the same (whether open pit or strip mining, underground mining, surface or subsurface leaching) whether presently or subsequently employed, invented, or developed. Grantor reserves to itself the rights of egress and ingress to and from the property for any and all purposes related to the mineral estate reserved to Grantor. Grantor shall conduct all of its activities in accordance with all applicable laws, regulations, and ordinances, and shall defend, indemnify and hold Grantee from and against all actions, claims, damages and losses resulting from Grantor's exercise of the rights appurtenant to its reserved mineral estate. Grantor shall compensate Grantee for surface damages resulting from Grantor's activities related to Grantor's reserved mineral estate. If Grantee and Grantor are unable to mutually determine the damages resulting to the surface, such damages shall be determined by a mutually acceptable independent appraiser who shall determine the fair market value of the surface damaged as a result of Grantor's activities.

GRANTOR makes no representation or warranty concerning the effect of those Minerals Leases, by and between Southern Pacific Land Company, a California corporation, as lessor, and SFP Minerals Corporation, a Delaware corporation, as lessee, to the degree or the extent that the same applies and is enforceable against the property described in this Grant, Bargain and Sale Deed, if at all.

GRANTOR has executed this Grant, Bargain and Sale Deed the day and year first above written.

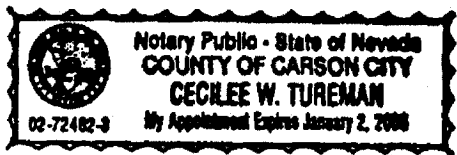
NEVADA LAND AND RESOURCE COMPANY, LLC, A  
DELAWARE LIMITED LIABILITY COMPANY

By: *Dorothy A. Timian-Palmer*  
Dorothy A. Timian-Palmer  
Chief Operating Officer

STATE OF NEVADA            )  
  ) ss.  
COUNTY OF CARSON CITY    )

This instrument was acknowledged before me on August 1, 2003, by Dorothy A. Timian-Palmer its Chief Operating Officer of and for Nevada Land and Resource Company, LLC, a Delaware limited liability company.

*Cecilee W. Tureman*  
Notary Public



100701



**EXHIBIT " A "**

All that real property situate in the County of Washoe, State of Nevada,  
described as follows:

**PARCEL A:**  
A.P.N. 079-150-09

The Northeast ¼ and the South ½ of the Northwest ¼ and the South ½ in  
Section 33, Township 21 North, Range 23 East, M.D.B.&M.

**EXCEPTING THEREFROM** all mines of gold, silver, copper, lead, cinnabar  
and other valuable minerals as reserved by the United States of America or the  
State of Nevada.

**FURTHER EXCEPTING** and reserving any of the minerals and mineral ores  
within or underlying the property, including, without limitation, oil, natural gas  
and hydrocarbon substances, geothermal steam, brines and minerals in solution,  
and sand gravel and aggregates, and products derived therefrom, together with  
any rights of ingress and egress in, upon or over the property and to make such  
use of the property and the surface thereof as is necessary or useful in  
connection therewith, as reserved in the Deed recorded January 09, 1990 in  
Book 3019, Page 756 as Document No. 1373452 of Official Records.

**PARCEL B:**  
A.P.N: 079-150-10

Section 31, Township 21 North, Range 23 East, M.D.B.&M.

**EXCEPTING THEREFROM** all mines of gold, silver, copper, lead, cinnabar  
and other valuable minerals as reserved by the United States of America or the  
State of Nevada.

**FURTHER EXCEPTING** and reserving any of the minerals and mineral ores  
within or underlying the property, including, without limitation, oil, natural gas  
and hydrocarbon substances, geothermal steam, brines and minerals in solution,  
and sand gravel and aggregates, and products derived therefrom, together with



any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded February 22, 1991 in Book 3216, Page 526 as Document No. 1461483 of Official Records.

**PARCEL C:**

A.P.N. 079-150-13

The Northeast  $\frac{1}{4}$ ; South  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$ ; South  $\frac{1}{2}$  of Section 27, Township 21 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 09, 1990 in Book 3019, Page 756 as Document No. 1373452 of Official Records.

**PARCEL D:**

A.P.N. 084-040-02

Section 5, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such





use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded February 22, 1991 in Book 3216, Page 526 as Document No. 1461483 of Official Records.

**PARCEL E:**

A.P.N. 084-040-04

Section 3, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL F:**

A.P.N. 084-040-06

Section 1, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection



therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL G:**

A.P.N. 084-040-10

The North  $\frac{1}{2}$  and the North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the North  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ , all in Section 11, Township 20 North, Range 23 East, M.D.B.&M.

ALSO EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL H:**

A.P.N. 084-130-07

The Northwest  $\frac{1}{4}$  and the North  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  and Government Lot 1 in the Southwest  $\frac{1}{4}$  of Section 15, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with



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88/08/2083  
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any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL I:**

A.P.N. 084-140-17

The Northeast  $\frac{1}{4}$  of Section 15, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.



**REQUEST FOR FULL RECONVEYANCE**

TO: Western Title Company, Inc., Trustee

The undersigned is the legal owner and holder of the Note or Notes, and of all other indebtedness secured by the attached Deed of Trust. Said Note or Notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed to cancel said note or notes above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the Deed of Trust, and to reconvey, without warranty, to Gholamreza Zandian Jazi all the estate now held by you under the same.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Fariborz Fred Sadri

STAR LIVING TRUST

BY: \_\_\_\_\_  
Fariborz Fred Sadri, Trustee

Pah Rah parcel

APN: 079-150-09,10,13 084-040-02,04,06,10 084-130-07

084-140-17

DOC # 2900594

05/08/2003 03:48P Fee:48.00

BK1

Requested By  
WESTERN TITLE COMPANY INC  
Washoe County Recorder  
Kathryn L. Burke - Recorder  
Pg 1 of 10 RPTT 0.00

RECORDING REQUESTED BY:  
Western Title Company, Inc.

WHEN RECORDED MAIL TO:



Name STAR LIVING TRUST, FRED SADRI  
Street 2827 S. MONTE CRISTO  
City,State LAS VEGAS, NV 89117  
Zip  
Order No. 00025269-501-DBR - ACCOMMODATION

(SPACE ABOVE THIS LINE FOR RECORDERS USE)

**DEED OF TRUST WITH ASSIGNMENT OF RENTS**

This DEED OF TRUST, made on July 31, 2003, between REZA HANDIAN, 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



each County Recorder in the State of Nevada on January 30, 1968, in the book and at the page thereof, or under the document or file number, noted below opposite the name of such county, namely: COUNTY

	BOOK	PAGE	DOC. NO.	COUNTY	BOOK	PAGE	DOC. NO.
Churchill	39	363	115384	Lincoln			45902
Clark	Mortgages 850 Off. Rec.		682747	Lyon	37 Off. Rec.	341	100661
Douglas	57 Off. Rec.	115	40050	Mineral	11 Off. Rec.	129	89073
Elko	192 Off. Rec.	652	35747	Nye	105 Off. Rec.	107	04823
Esmeralda	J-X Deeds	195	35922	Ormsby	72 Deeds	537	32867
Eureka	22 Off. Rec.	138	45941	Pershing	11 Off. Rec.	249	66107
Humboldt	28 Off. Rec.	124	131075	Storey	"S" Off. Rec.	206	31506
Lander	24 Off. Rec.	168	50782	Washoe	300 Off. Rec.	517	107192
				White Pine	295 R.E. Records	258	

shall insure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B (identical in all counties, and printed on the reverse side hereof) are by the within reference thereto, incorporated herein and made a part of Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed a reasonable amount.



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08/06/2003  
3 of 18

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at this address herein before set forth.

STATE OF NEVADA

COUNTY OF CLARK

} ss

This instrument was acknowledged before me on

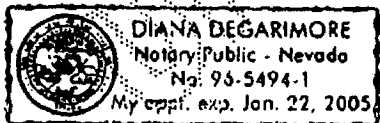
AUGUST 5<sup>th</sup> 2003

by REZA ZANDIAN

REZA ZANDIAN

*Diana Degarimore*

Notary Public



DIANA DEGARIMORE

Notary Public - Nevada

No. 95-5494-1

My comm. exp. Jan. 22, 2005





**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's 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 unliquidated obligation to Beneficiary hereby secured, and to deliver the policy to Beneficiary, or to collection agent of Beneficiary, and in default hereof, Beneficiary may procure such insurance and/or make such repairs, and expend for either of such purposes such SLDM or sums as Beneficiary shall deem proper.
- (3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
- (4) To pay at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock, water rights and grazing privileges; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto, and all costs, fees and expenses of this trust.

Should Trustor fail to make any payments or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor, and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof; Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

- (5) To pay immediately, and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at ten percent per annum.
- (6) At Beneficiary's option, Trustor will pay a "late charge" as indicated in the Promissory Note to cover the extra expense involved in handling delinquent payments; if such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

**B. IT IS MUTUALLY AGREED**

- (1) That any award of damages in connection with any condemnation for public use or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
- (2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
- (3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement of any agreement subordinating the lien or charge hereof.
- (4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose, and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto".
- (5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by a agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby Secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due, and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- (6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be recorded. Beneficiary also shall deposit with Trustee this Deed of Trust, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law for the sale of real property under writ of execution, Trustee, without demand on Trustor, shall sell said property or any part thereof at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. In the event that any indebtedness secured hereby shall not have been fully satisfied by said sale, Trustee may give notice of sale of any property not previously noticed for sale in the manner set forth above and sell the same in the manner set forth above.

Trustee shall deliver to any purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee, including a reasonable fee for the attorney of Trustee, and of this trust, including cost evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at ten percent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.



- (7) That Beneficiary, or his assignee, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed and acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where, or document or file number under which, this Deed of Trust is recorded, and the name and address of the new Trustee. If notice of default shall have been recorded, this power of substitution cannot be exercised until after the costs, fees and expenses of the then acting Trustee shall have been paid to such Trustee, who shall endorse receipt thereof upon such instrument of substitution. The procedure herein provided for substitution of Trustee shall be exclusive of all other provisions for substitution, statutory or otherwise.
- (8) The following covenants: Nos. 1, 3, 4, (interest 10%) 5, 6, 8 and 9 of Nevada Revised Statutes 107.030, when not inconsistent with other covenants and provisions herein contained, are hereby adopted and made a part of this Deed of Trust.
- (9) The rights and remedies hereby granted shall not exclude any other rights or remedies granted by law, and all rights and remedies granted hereunder or permitted by law shall be concurrent and cumulative. A violation of any of the covenants herein expressly set forth shall have the same effect as the violation of any covenant herein adopted by reference.
- (10) It is expressly agreed that the trust created hereby is irrevocable by Trustor.
- (11) That this Deed of Trust applies to, insures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledges, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
- (12) That Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending 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.



**EXHIBIT "A"**

All that real property situate in the County of Washoe, State of Nevada, described as follows:

**PARCEL A:**  
A.P.N. 079-150-09

The Northeast  $\frac{1}{4}$  and the South  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  and the South  $\frac{1}{2}$  in Section 33, Township 21 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 09, 1990 in Book 3019, Page 756 as Document No. 1373452 of Official Records.

**PARCEL B:**  
A.P.N. 079-150-10

Section 31, Township 21 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with



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any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded February 22, 1991 in Book 3216, Page 526 as Document No. 1461483 of Official Records.

**PARCEL C:**  
A.P.N. 079-150-13

The Northeast  $\frac{1}{4}$ , South  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$ , South  $\frac{1}{2}$  of Section 27,  
Township 21 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 09, 1990 in Book 3019, Page 756 as Document No. 1373452 of Official Records.

**PARCEL D:**  
A.P.N. 084-040-02

Section 5, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such



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use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded February 22, 1991 in Book 3216, Page 526 as Document No. 1461483 of Official Records.

**PARCEL E:**  
A.P.N. 084-040-04

Section 3, Township 20 North, Range 23 East, M.D.B.&M.

**EXCEPTING THEREFROM** all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

**FURTHER EXCEPTING** and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL F:**  
A.P.N. 084-040-06

Section 1, Township 20 North, Range 23 East, M.D.B.&M.

**EXCEPTING THEREFROM** all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

**FURTHER EXCEPTING** and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection



therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391,  
Page 840 as Document No. 1534872 of Official Records.

**PARCEL G:**  
A.P.N. 084-040-10

The North  $\frac{1}{2}$  and the North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the  
Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the North  $\frac{1}{2}$  of the  
Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the  
Southeast  $\frac{1}{4}$ , all in Section 11, Township 20 North, Range 23 East, M.D.B.&M.

ALSO EXCEPTING THEREFROM all mines of gold, silver, copper, lead,  
cinnabar and other valuable minerals as reserved by the United States of  
America or the State of Nevada.

FURTHER EXCEPTING any of the minerals and mineral ores within or  
underlying the property, including, without limitation, oil, natural gas and  
hydrocarbon substances, geothermal steam, brines and minerals in solution, and  
sand gravel and aggregates, and products derived therefrom, together with any  
rights of ingress and egress in, upon or over the property and to make such use  
of the property and the surface thereof as is necessary or useful in connection  
therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391,  
Page 840 as Document No. 1534872 of Official Records.

**PARCEL H:**  
A.P.N. 084-130-07

The Northwest  $\frac{1}{4}$  and the North  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  and Government Lot 1 in  
the Southwest  $\frac{1}{4}$  of Section 15, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar  
and other valuable minerals as reserved by the United States of America or the  
State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores  
within or underlying the property, including, without limitation, oil, natural gas  
and hydrocarbon substances, geothermal steam, brines and minerals in solution,  
and sand gravel and aggregates, and products derived therefrom, together with



any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL I:**

A.P.N. 084-140-17

The Northeast  $\frac{1}{4}$  of Section 15, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.





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

\$ 51.2362  
FEE 41 FILED  
REQUEST OF

2003 DEC 30 PM 4:09

Stewart Title Co.

JERRY D. HAYDOUS  
ELKO CO. REGISTER

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

03011167

A.P.N. Nos.: 010-510-001; 010-520-001; 010-730-001; 010-740-0BG; 010-740-110;  
010-740-111; 010-740-113; 010-740-202

GRANT, BARGAIN, AND SALE DEED

THIS INDENTURE, made this 29<sup>th</sup> day of December, 2003, by and between BIG SPRINGS LAND & RESOURCE COMPANY, LLC, a Nevada limited liability company ("BIG SPRINGS"), Grantor, and WENDOVER PROJECT, L.L.C., a Nevada limited liability company, as to an undivided 91.67% and THE STAR LIVING TRUST, Fariborz Sadri, Trustee, as to an undivided 8.33%, Grantee.

WITNESSETH:

That the Grantor, in consideration of the sum of TEN DOLLARS (\$10.00), lawful money of the United States, and other good and valuable consideration to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain and sell to the Grantee, and to its successors and assigns forever, all those certain lots, pieces or parcels of land situate, lying and being in Elko County, Nevada, and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions,

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.

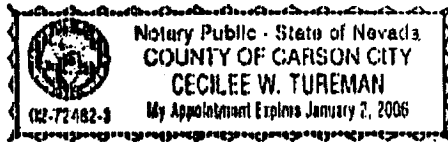
Big Springs Land & Resource Company,  
a Nevada limited liability company

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

3 72540

100761

WFZ0847

Exhibit "A"  
Big ~~gs~~ Blorch Winckler Property Legal Descriptions

TWP	RNG	SEC	ALLOTMENT PARTS	ACREAGE
32N	69E	01	Lots 1-3, S/2 N/2, S/2	600.34
32N	69E	02	S/2 N/2, S/2	400.00
32N	70E	05	Lots 4, 6, 7, 10, 12, 13, SW/4 NW/4	164.52
33N	69E	01	S/2	320.00
33N	69E	12	All	640.00
33N	69E	25	All	640.00
33N	69E	35	N/2, N/2 S/2	480.00
33N	69E	36	N/2, N/2 SW/4, SE/4, SE/4 SW/4	600.00
33N	70E	08	Lots 2-6, 9 and 11	35.00
33N	70E	15	Lots 12, 13, 15, 18, 20, 23-25, and 28-30, NE/4 SW/4 SE/4 NW/4, E/2 SE/4 SE/4 NW/4, NW/4 SE/4 SE/4 NW/4	46.23
33N	70E	17	S/2 S/2	160.00
33N	70E	19	All	640.00
33N	70E	20	Lots 2, 3, 6, 11, NW/4 NE/4, N/2 SW/4 NE/4, SE/4 SW/4 NE/4, N/2 SW/4 SW/4 NE/4, NW/4, N/2 SW/4, SW/4 SW/4	436.67
33N	70E	20	Lots 8, 9 and S/2 SW/4 SW/4 NE/4	73.07
33N	70E	21	Lot 2	13.21
33N	70E	29	Lots 3, 5, 8, NW/4 NW/4	73.16
33N	70E	29	Lot 2	16.01
33N	70E	30	Lots 2, 3, NE/4, W/2, W/2 SE/4	612.56
33N	70E	31	Lots 2, 4, 5, 8, 10, 11, NW/4, W/2 SW/4	372.91
33N	70E	*	Parts of 9 and 10 (Parcel 2 of recorded parcel map #485646)	4.28
33N	70E	*	Parts of 9 and 10 (Parcel 1 of recorded parcel map #485646)	3.87
33N	70E	*	Parts of 9, 10 and 15 (Parcel 4 of recorded parcel map #485646)	65.31

\* These parcels cover more than one section

6,437.24

3 72541

100762

WFZ0848

Exhibit "A"  
Big Springs Ranch Wendover Property Legal Descriptions

T14N	RNG	SEC	ALLOT/PT 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	184.62
33N	69E	01	S/2	320.00
33N	69E	12	All	640.00
33N	69E	25	All	640.00
33N	69E	35	N/2, N/2 S/2	480.00
33N	69E	36	N/2, N/2 SW/4, SE/4, SE/4 SW/4	600.00
33N	70E	06	Lots 2-5, 9 and 11	35.00
33N	70E	15	Lots 12, 13, 15, 18, 20, 23, 25, and 28-30, NE/4 SW/4 SE/4 NW/4, E/2 SE/4 SE/4 NW/4, NW/4 SE/4 SE/4 NW/4	46.23
33N	70E	17	S/2 S/2	160.00
33N	70E	19	All	640.00
33N	70E	20	Lots 2, 3, 6, 11, NW/4 NE/4, N/2 SW/4 NE/4, SE/4 SW/4 NE/4, N/2 SW/4 SW/4 NE/4, NW/4, N/2 SW/4, SW/4 SW/4	416.61
33N	70E	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	73.16
33N	70E	29	Lot 2	16.01
33N	70E	30	Lots 2, 3, NE/4, W/2, W/2 SE/4	612.56
33N	70E	31	Lots 2, 4, 5, 8, 10, 11, NW/4, W/2 SW/4	372.91
33N	70E	*	Plns of 9 and 10 (Parcel 2 of recorded parcel map #485646)	4.70
33N	70E	*	Plns of 9 and 10 (Parcel 1 of recorded parcel map #485646)	3.82
33N	70E	*	Plns of 9, 10 and 16 (Parcel 4 of recorded parcel map #485646)	65.31

\* These parcels cover more than one section

6,457.24

3 72542

100763

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, 6, 7, 10, 12 and 13; SW1/4NW1/4;

TOWNSHIP 33 NORTH, RANGE 70 EAST, M.D.B.&M.

Section 8: Lots 2, 3, 4, 5, 6, 9 and 11;  
Section 9: SE1/4SE1/4; N1/2SW1/4SW1/4SE1/4; E1/2SW1/4SE1/4;  
Section 10: Lot 4;  
Section 15: Lots 12, 13, 15, 18, 20, 23, 24, 25, 26,  
28, 29 and 30; NE1/4SW1/4SE1/4NW1/4;  
E1/2SE1/4SE1/4NW1/4; NW1/4SE1/4SE1/4NW1/4;  
Section 16: N1/2NE1/4NE1/4NE1/4;  
Section 17: S1/2S1/2;  
Section 19: All;  
Section 20: Lots 2, 3, 6 and 11; NW1/4NE1/4; N1/2SW1/4NE1/4;  
SE1/4SW1/4NE1/4; N1/2SW1/4SW1/4NE1/4; NW1/4;  
N1/2SW1/4; SW1/4SW1/4;  
Section 21: Lot 2;  
Section 29: Lots 3, 5 and 8; NW1/4NW1/4;  
Section 30: Lots 2 and 3; NE1/4; W1/2; W1/2SE1/4;  
Section 31: Lots 2, 4, 5, 8, 10 and 11; NW1/4; W1/2SW1/4;

EXCEPTING FROM Sections 9, 10 and 16, Parcels 1, 2, 3 and 4 as  
shown on Parcel Map for Big Springs Land & Resource Co., filed  
in the Office of the Elko County Recorder on July 16, 2002 as  
Continued on next page

- 1 -

SCHEDULE A  
CLTA PRELIMINARY REPORT  
(12/92)

3 72543  
STEWART TITLE  
Guaranty Company

100764

WFZ0850

Order No. 03011167

File Number 485646.

PARCEL 2:

Parcel 1, 2 and 4 as shown on that certain Parcel Map for Big Springs Land & Resource Co. filed in the office of the County Recorder of Elko County, State of Nevada, on July 16, 2002, as File No. 485646, being a portion of Sections 9, 10 and 16, Township 33 North, Range 70 East, M.D.B.&M..

EXCEPTING FROM Parcels 1 and 2 all the oil and gas and geothermal resources in the lands so patented as reserved by the UNITED STATES OF AMERICA in Patent recorded May 26, 1999 in Book 1100, Page 615, Official Records, Elko County, Nevada.

FURTHER EXCEPTING FROM Parcels 1 and 2 those portions lying within the railroad right-of-ways.

PARCEL 3:

TOWNSHIP 33 NORTH, RANGE 70 EAST, M.D.B.&M.

Section 20: Lots 8 and 9; S1/2SW1/4SW1/4NE1/4;

Section 29: Lot 2;

EXCEPTING THEREFROM all the oil and gas and geothermal resources in the lands so patented as reserved by the UNITED STATES OF AMERICA in Patent recorded August 15, 2003 in Book 3, Page 45700, Official Records, Elko County, Nevada.





**ASSIGNMENT OF INTEREST IN WENDOVER PROJECT, LLC**

The undersigned Assignor, GHOLAMREZA ZANDIAN JAZI, currently holds an interest in WENDOVER PROJECT, LLC, a Nevada limited liability company, consisting of a membership, as well as a management right, and, in consideration of value received, GHOLAMREZA ZANDIAN JAZI herewith transfers and assigns to RAY KOROGHLI, individually, and FARIBORZ FRED SADRI, individually, and as Trustee of the Star Living Trust, all of the Assignor's right as Member or Manager in WENDOVER PROJECT, LLC, a Nevada LLC effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

The Assignor represents that the interest herewith assigned has not been transferred, assigned, encumbered, the subject of any agreement, or security interest and that he holds the full and complete rights, the subject of this Assignment. The Assignor irrevocably appoints the Assignee as the Attorney in Fact to transfer such interests on the books and records of WENDOVER PROJECT, LLC, a Nevada LLC, the Assignor agrees to separately execute a resignation as a Member and Manager of WENDOVER PROJECT, LLC, a Nevada LLC.

The undersigned executes this Assignment on the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
GHOLAMREZA ZANDIAN JAZI



APN: 009-530-001; 009-540-001; 009-550-001; 009-560-004  
009-570-011; 010-090-001; 010-090-003; 010-110-001  
010-120-001; 010-130-001; 010-320-001

WHEN RECORDED, RETURN TO

GRANTEE/MAIL TAX STATEMENTS TO:

Big Spring Ranch Parcel

**QUITCLAIM DEED**

By this instrument dated this \_\_\_\_ day of \_\_\_\_\_, 2006, for a valuable consideration, Gholamreza Zandian Jazi does hereby remise, release and forever quitclaim to Ray Koroghli, individually and Fariborz Fred Sadri, individually, and as Trustee of the Star Living Trust, the following described real property in the State of Nevada, County of Elko:

Set forth in Exhibit A attached and incorporated herein by this reference

\_\_\_\_\_  
GHOLAMREZA ZANDIAN JAZI

STATE OF NEVADA        )  
                                  ) SS.:  
COUNTY OF CLARK        )

On \_\_\_\_\_, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Gholamreza Zandian Jazi, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

512358

65200  
FEE \$52 FILE #  
PROJECT OF

When recorded, return to:  
JAMES R. CAVILLA, ESQ.  
ALLISON, MacKENZIE, RUSSELL,  
PAVLAKIS, WRIGHT & FAGAN, LTD.  
402 North Division Street  
P.O. Box 646  
Carson City, NV 89702

2003 DEC 30 PM 4:08

Stewart Title Co.  
JERRY B. STOLUS  
ELKO COUNTY RECORDER

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 29<sup>th</sup> day of December, 2003, by and  
between BIG SPRINGS LAND & RESOURCE COMPANY, LLC, a Nevada limited liability  
company ("BIG SPRINGS"), Grantor, and BIG SPRING RANCH, L.L.C., a Nevada limited  
liability company, as to an undivided 75% interest and THE STAR LIVING TRUST as to an  
undivided 25% interest, Grantee.

WITNESSETH:

That the Grantor, in consideration of the sum of TEN DOLLARS (\$10.00), lawful  
money of the United States, and other good and valuable consideration to it in hand paid by the  
Grantee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain and  
sell to the Grantee, and to its successors and assigns forever, all those certain lots, pieces or  
parcels of land situate, lying and being in Elko County, Nevada, and more particularly described  
in Exhibit "A" attached hereto and incorporated herein by reference.

3 72491

100766

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, including but not limited to any right title and interest in any and all grazing rights or allotments appurtenant thereto.

TO HAVE AND TO HOLD all and singular the premises, together with the appurtenances, unto the said Grantee and to its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has executed this conveyance the day and year first above written.

Big Springs Land & Resource Company,  
a Nevada limited liability company

By: Vidler Water Company, Inc., a  
Delaware corporation  
Its Manager

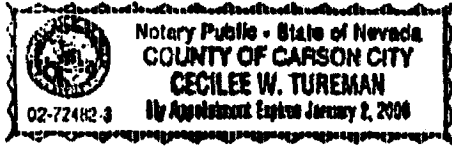
By: *Dorothy A. Timian-Palmer*  
DOROTHY A. TIMIAN-PALMER  
Chief Operating Officer/Director

STATE OF NEVADA        )  
                                  : ss.  
CARSON CITY            )

On December 29, 2003, DOROTHY A. TIMIAN-PALMER, personally appeared before me, a notary public, personally known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that she is the Chief Operating Officer and a Director of Vidler Water Company, a Delaware corporation, and who acknowledged to me that she executed the foregoing GRANT, BARGAIN AND SALE DEED on behalf of said corporation.

*Cecile W. Tureman*

NOTARY PUBLIC



3

3 72493

100768

WFZ0858

# EXHIBIT A

County	APN #	Twn	Rng	Sec	Aliquot Parts	Acreage
Elko	009-530-001	34N	66E	1	All except 0.23 Ac conv to WPR Co.	640.37
Elko	009-530-001	34N	66E	11	All	640.00
Elko	010-090-001	34N	67E	5	All	638.08
Elko	010-090-001	34N	67E	7	E/2 and ptn of W/2 east of the Nevada Northern Railroad as now constructed	366.98

3 72494

100769

WFZ0859

**EXHIBIT "A"**  
**Big Springs Ranch Legal Descriptions**

County	APN #	Twn	Rng	Sec	Aliquot Parts	Acreage
Elko	009-530-001	34N	66E	3	All	643.64
Elko	009-530-001	34N	66E	4	Lots 3 and 4, S/2 NW/4, SW/4 (W/2)	319.92
Elko	009-530-001	34N	66E	5		All
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
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 F-60 RW	569.77
Elko	009-550-001	36N	66E	13	All	640.00
Elko	009-550-001	36N	66E	15	All	640.00
Elko	009-550-001	36N	66E	21	E/2	320.00
Elko	009-550-001	36N	66E	22	W/2 NW/4, S/2	400.00
Elko	009-550-001	36N	66E	23	All	640.00
Elko	009-550-001	36N	66E	25	All	640.00
Elko	009-550-001	36N	66E	26	W/2 W/2	160.00
Elko	009-550-001	36N	66E	27	All	640.00
Elko	009-550-001	36N	66E	28	E/2 E/2, W/2 SE/4 less 4.50 Ac to Beaumont in SE/4 SW/4, SW/4 SE/4	235.50
Elko	009-550-001	36N	66E	33	All	640.00
Elko	009-550-001	36N	66E	34	All	640.00
Elko	009-550-001	36N	66E	35	All	640.00
Elko	009-560-004	37N	66E	25	All less 15.22 Ac St RL 30 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	Pin 200' south of the CPRR centerline	568.06
Elko	009-570-011	38N	66E	25	Pin 200' south of the CPRR centerline except 6.44 Ac in N/2 for Wyo tract	591.44
Elko	010-090-001	34N	67E	1	All	638.80
Elko	010-090-001	34N	67E	3	All	638.04
Elko	010-090-001	34N	67E	9	All	640.00
Elko	010-090-001	34N	67E	11	All	640.00



County	APN #	Twn	Rng	Sec	Aliquot Parts	Acraage
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	NE1/4, E/2 NW1/4, (lots 1 and 2 (N/2) except 4.60 Ac conv to Nevada Northern Railroad Co.	306.35
Elko	010-090-001	34N	67E	21	N/2	320.00
Elko	010-090-001	34N	67E	22	All	640.00
Elko	010-090-001	34N	67E	23	N/2	320.00
Elko	010-090-003	34N	67E	7	Ptn of the E/2 W/2 west of the N/41/2 RW	46.98
Elko	010-110-001	36N	67E	7	All except 12.70 Ac conv to Northern Nevada Railroad Co.	619.98
Elko	010-110-001	36N	67E	19	All except 12.05 Ac conv to Northern Nevada Railroad Co. except ptn conv to State of NV for Hwy	608.15
Elko	010-110-001	36N	67E	31	All except 12.14 Ac conv to Northern Nevada Railroad Co.	627.26
Elko	010-120-001	37N	67E	1	Ptn 200' south of the CPRR centerline less 12.76 Ac to SR-30 RW	589.64
Elko	010-120-001	37N	67E	5	Ptn 200' south of the CPRR centerline	604.67
Elko	010-120-001	37N	67E	9	NW1/4, S/2 less 6.70 Ac conv to Northern Nevada Railroad Co. and 15.10 Ac to SR-30 RW	458.20
Elko	010-120-001	37N	67E	11	Ptn 200' south of the CPRR centerline less 11.07 Ac to SR-30 RW	611.42
Elko	010-120-001	37N	67E	17	All less 16.33 Ac to SR-30 RW	623.67
Elko	010-120-001	37N	67E	19	All	628.68
Elko	010-130-001	38N	67E	31	Ptn 200' south of the CPRR centerline	594.40
Elko	010-320-001	35N	68E	7	All except 21.28 Ac conv to Western Pacific Railroad Co. less 45.33 to I-80 RW	614.35
Elko	010-320-001	35N	68E	17	All north of the WPRR centerline, and all south of the WPRR centerline less 6.89 Ac to I-80 RW	521.98
<b>Total Acraage:</b>						<b>35,254.34</b>

3 72496

100771

WFZ0861

Order No.: 03012789

### LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada,  
County of ELKO COUNTY, described as follows:

PARCEL 1:

TOWNSHIP 34 NORTH, RANGE 67 EAST, M.D.B.&M.

Section 1: All;  
Section 3: All;  
Section 9: All;  
Section 11: All;  
Section 13: All;  
Section 15: All;  
Section 17: All;  
Section 19: Lots 1 and 2; E1/2NW1/4; NE1/4;

EXCEPTING THEREFROM all that portion of said land as conveyed  
to Nevada Northern Railway Company in Deed recorded February 7,  
1906 in Book 28, Page 617, Deed Records, Elko County, Nevada.

Section 21: N1/2;  
Section 22: All;  
Section 23: N1/2;

EXCEPTING FROM Section 22, TOWNSHIP 34 NORTH, RANGE 67 EAST,  
M.D.B.&M., all the coal and other valuable minerals in the lands  
so granted as reserved by The United States of America in  
Patent recorded June 28, 1946 in Book 8, Page 413, Patent  
Records, Elko County, Nevada.

FURTHER EXCEPTING FROM all of Parcel 1 all right, title and  
interest to coal, oil, gas and other minerals of every kind and  
nature whatsoever, lying in and under said land, as reserved by  
Russell Wilkins, et ux, et al, in Deed recorded December 10,  
1946 in Book 55, Page 63, Deed Records, Elko, Nevada.

FURTHER EXCEPTING FROM Section 22, TOWNSHIP 34 NORTH, RANGE 67  
EAST, M.D.B.&M., an undivided 1/2 interest in and to all gas,  
oil, petroleum, minerals and/or mineral rights, lying in and  
under said land, as reserved by Theodore E. Smith and Pearl  
Smith, his wife, in Deed recorded August 15, 1958 in Book 74,  
Page 181, Deed Records, Elko County.

PARCEL 2:

Continued on next page

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SCHEDULE A  
CLTA PRELIMINARY REPORT  
(12/92)

STEWART TITLE  
Guaranty Company

100772

WFZ0862

Order No. 03012789

TOWNSHIP 35 NORTH, RANGE 66 EAST, M.D.B.&M.

Section 1: All;  
Section 3: All;  
Section 9: All;  
Section 11: All;  
Section 13: All;  
Section 15: All;  
Section 21: All;  
Section 23: All;  
Section 25: All;  
Section 27: S1/2;  
Section 33: All;  
Section 35: All;

EXCEPTING THEREFROM Parcel 2 all petroleum, oil, natural gas, and products derived therefrom, lying in and under said land or that may be produced therefrom, as reserved by Southern Pacific Land Company in Deed recorded August 1, 1949 in Book 57, Page 126, Deed Records, Elko County, Nevada.

PARCEL 3:

TOWNSHIP 35 NORTH, RANGE 68 EAST, M.D.B.&M.

Section 7: All;

EXCEPTING THEREFROM all that portion of said land as conveyed to Western Pacific Railway Company in Deed recorded February 19, 1909 in Book 31, Page 71, Deed Records, Elko County, Nevada.

Section 17: All that portion lying northerly of a line parallel with and one hundred (100) feet northerly of the center center line of Western Pacific Railway Company's railroad known as Arnold "L-1" or "3 1/4" 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 1/4" line, which railroad rights of way were conveyed to Western Pacific Railway Company by Deed No. 126-F, dated November 27, 1908, and recorded February 19, 1909 in Book 31, Page 71, and Deed No. 188-F, dated June 30, 1910, and recorded September 10, 1910 in Book 32, Page 319, Deed Records, Elko County, Nevada.

Continued on next page

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WFZ0863

Order No. 03012789

EXCEPTING FROM Parcel 3 all that portion of said land as conveyed to the State of Nevada, acting by and through its Department of Highways in Deed recorded September 7, 1973 in Book 184, Page 44 and recorded June 24, 1976 in Book 230, Page 377, Official Records, Elko County, Nevada, portions of which have been relinquished by Resolution Relinquishing portion of Highway Right of Way recorded October 11, 1985 in Book 504, Page 308, Official Records, Elko County, Nevada.

FURTHER EXCEPTING FROM Parcel 3 all right, title and interest to coal, oil, gas and other minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Russell Wilkins, et ux, et al, in Deed recorded December 10, 1946 in Book 55, Page 63, Deed Records, Elko County, Nevada.

PARCEL 4:

TOWNSHIP 38 NORTH, RANGE 67 EAST, M.D.B.&M.

Section 31: All that portion lying southwesterly of a line two hundred (200) feet southwesterly and parallel with the center line of Central Pacific Railway Company's railroad as now constructed ;

EXCEPTING FROM Parcel 4 all right, title and interest to coal, oil, gas and other minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Russell Wilkins, et ux, et al, in Deed recorded December 10, 1946 in Book 55, Page 63, Deed Records, Elko County, Nevada.

PARCEL 5:

TOWNSHIP 36 NORTH, RANGE 67 EAST, M.D.B.&M.

Section 7: All;  
Section 19: All;  
Section 31: All;

EXCEPTING FROM Parcel 5 all that portion of said land as conveyed to Nevada Northern Railway Company in Deed recorded February 7, 1906 in Book 28, Page 617, Deed Records, Elko County, Nevada.

FURTHER EXCEPTING FROM Section 19 all that portion of said land as conveyed to the State of Nevada, acting by and through its  
Continued on next page.

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WFZ0864

Order No. 03012789

Department of Highways, in Deed recorded September 7, 1973 in Book 184, Page 44, Official Records, Elko County, Nevada, portions of which have been relinquished by Resolution Relinquishing Portion of Highway Right-of-Way recorded October 11, 1985 in Book 504, Page 308, Official Records, Elko County, Nevada.

FURTHER EXCEPTING FROM Parcel 5 all right, title and interest to coal, oil, gas and other minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Russell Wilkins, et ux, et al, in Deed recorded December 10, 1946 in Book 55, Page 63, Deed Records, Elko County, Nevada.

PARCEL 6:

TOWNSHIP 37 NORTH, RANGE 67 EAST, M.D.B.&M.

- Section 1: That portion lying southeasterly of a line two hundred (200) feet southeasterly and parallel with the center line of Central Pacific Railway Company's railroad, as now constructed;
- Section 5: That portion lying southwesterly of a line two hundred (200) feet southwesterly and parallel with the center line of Central Pacific Railway Company's railroad, as now constructed;
- Section 9: NW1/4; S1/2;

EXCEPTING FROM Section 9 all that portion of said land as conveyed to Nevada Northern Railway Company in Deed recorded February 7, 1906 in Book 28, Page 617 and recorded November 15, 1912 in Book 34, Page 130, Deed Records, Elko County, Nevada.

- Section 11: That part lying southeasterly of a line two hundred (200) feet southeasterly and parallel with the center line of Central Pacific Railway Company's railroad as now constructed;
- Section 17: All;
- Section 19: All;

EXCEPTING FROM Parcel 6 all right, title and interest to coal, oil, gas and other minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Russell Wilkins, et ux, et al, in Deed recorded December 10, 1946 in Book 55, Page 63, Deed Records, Elko County, Nevada.

Continued on next page

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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;

Continued on next page

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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 FILED  
RECORDED

2003 DEC 30 PM 4:08

Stewart Title Co.  
JERRY D. STEWART  
CLERK OF RECORDS

When recorded, return to:  
JAMES R. CAVILIA, ESQ.  
ALLISON, MacKENZIE, RUSSELL,  
PA VLAKIS, WRIGHT & FAGAN, LTD.  
402 North Division Street  
P.O. Box 646  
Carson City, NV 89702

A.P.N. Nos.: 009-530-001; 010-090-001

03012789

GRANT, BARGAIN, AND SALE DEED

THIS INDENTURE, made this 31<sup>st</sup> day of December, 2003, by and between NEVADA LAND AND RESOURCE COMPANY, L.L.C., 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,

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remainder and remainders, rents, issues and profits thereof, including but not limited to any right title and interest in any and all grazing rights or allotments appurtenant thereto.

TO HAVE AND TO HOLD all and singular the premises, together with the appurtenances, unto the said Grantee and to its successors and assigns forever.

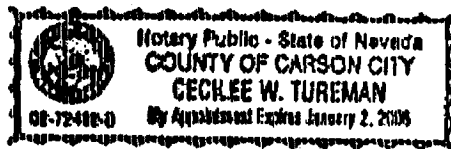
IN WITNESS WHEREOF, the Grantor has executed this conveyance the day and year first above written.

Nevada Land and Resource Company, LLC  
a Delaware limited liability company

By: *Dorothy A. Timian Palmer*  
DOROTHY A. TIMIAN-PALMER  
Chief Operating Officer/Director

STATE OF NEVADA            )  
  : ss.  
CARSON CITY                )

On December 29, 2003, DOROTHY A. TIMIAN-PALMER, personally appeared before me, a notary public, personally known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that she is the Chief Operating Officer and a Director of Nevada Land and Resource Company, a Delaware limited liability company, and who acknowledged to me that she executed the foregoing GRANT, BARGAIN AND SALE DEED on behalf of said corporation.



*Cecilee W. Tureman*  
NOTARY PUBLIC

# EXHIBIT A

County	APN#	Twn	Rng	Sec	Aliquot Parts	Acres
Elko	009-530-001	34N	66E	1	All except 0.23 Ac conv to WPR Co.	640.37
Elko	009-530-001	34N	66E	11	All	640.00
Elko	010-090-001	34N	67E	5	All	638.08
Elko	010-090-001	34N	67E	7	E/2 and ptn of W/2 east of the Nevada Northern Railroad as now constructed	366.98

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WFZ0872

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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ASSIGNMENT OF INTEREST IN BIG SPRING RANCH, LLC

The undersigned Assignor, GHOLAMREZA ZANDIAN JAZI, currently holds an interest in BIG SPRING RANCH, LLC, a Nevada limited liability company, consisting of a membership, as well as a management right, and, in consideration of value received, GHOLAMREZA ZANDIAN JAZI herewith transfers and assigns to RAY KOROGHLI, individually, and FARIBORZ FRED SADRI, individually, and as Trustee of the Star Living Trust, all of the Assignor's right as Member or Manager in BIG SPRING RANCH, a Nevada LLC effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

The Assignor represents that the interest herewith assigned has not been transferred, assigned, encumbered, the subject of any agreement, or security interest and that he holds the full and complete rights, the subject of this Assignment. The Assignor irrevocably appoints the Assignee as the Attorney in Fact to transfer such interests on the books and records of BIG SPRING RANCH, LLC, a Nevada LLC, the Assignor agrees to separately execute a resignation as a Member and Manager of BIG SPRING RANCH, LLC, a Nevada LLC.

The undersigned executes this Assignment on the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
GHOLAMREZA ZANDIAN JAZI





**ASSIGNMENT OF INTEREST IN**  
**NEVADA LAND & WATER RESOURCES, LLC**

The undersigned Assignor, GHOLAMREZA ZANDIAN JAZI, currently holds an interest in NEVADA LAND & WATER RESOURCES, LLC, a Nevada limited liability company, consisting of a membership, as well as a management right, and, in consideration of value received, GHOLAMREZA ZANDIAN JAZI herewith transfers and assigns to RAY KOROGHLI, individually, and FARIBORZ FRED SADRI, individually, and as Trustee of the Star Living Trust, all of the Assignor's right as Member or Manager in NEVADA LAND & WATER RESOURCES, LLC, a Nevada LLC effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

The Assignor represents that the interest herewith assigned has not been transferred, assigned, encumbered, the subject of any agreement, or security interest and that he holds the full and complete rights, the subject of this Assignment. The Assignor irrevocably appoints the Assignee as the Attorney in Fact to transfer such interests on the books and records of NEVADA LAND & WATER, LLC, a Nevada LLC, the Assignor agrees to separately execute a resignation as a Member and Manager of NEVADA LAND & WATER RESOURCES, LLC, a Nevada LLC.

The undersigned executes this Assignment on the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
GHOLAMREZA ZANDIAN JAZI



**JOHN PETER LEE, LTD.**  
ATTORNEYS AT LAW  
830 LAS VEGAS BOULEVARD SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

1 RELS  
JOHN PETER LEE, LTD.  
2 JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
3 MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
4 830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
5 (702) 382-4044 Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant  
6

7 **DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

9 GHOLAMREZA ZANDIAN JAZI,

10 Plaintiff,

11 v.

12 RAY KOROGHLI, individually, FARIBORZ FRED  
SADRI, individually, and as Trustee of the Star  
13 Living Trust, WENDOVER PROJECT, LLC, a  
Nevada limited liability company; BIG SPRING  
14 RANCH, LLC, a Nevada limited liability company,  
and NEVADA LAND AND WATER  
15 RESOURCES, LLC, a Nevada limited liability  
company.

16 Defendants.  
17

18 RAY KOROGHLI, individually and FARIBORZ  
FRED SADRI, individually,

19 Counterclaimants,  
20

21 v.

22 GHOLAMREZ ZANDIAN JAZI,

23 Counterdefendant.  
24

25 WENDOVER PROJECT, LLC,

26 Counterclaimant,  
27

28 v.

GHOLAMREZ ZANDIAN JAZI,

Counterdefendant.

CASE NO.: A511131  
DEPT. NO.: XIII

**RELEASE OF LIS PENDENS**

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  
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GHOLAMREZ ZANDIAN JAZI,  
Counterclaimant,  
v.  
WENDOVER PROJECT, LLC,  
Counterdefendant,

1334.022860-JLR

NOTICE is hereby given that the undersigned did, on the 30th day of January, 2006 file a Notice of Lis Pendens with the above-referenced Court, a copy of which was recorded with the Elko County Recorder as Document Number 548113 on February 2, 2006.

NOW THEREFORE, for valuable consideration, the undersigned does by these presents release, satisfy and discharge said Lis Pendens.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

JOHN PETER LEE, LTD.

BY: \_\_\_\_\_  
John Peter Lee, Esq.  
Nevada Bar No. 001768  
Michael A. Reynolds, Esq.  
Nevada Bar No. 008631  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
Ph: (702) 382-4044/Fax: (702) 383-9950  
Attorneys for Plaintiffs

**JOHN PETER LEE, LTD.**  
ATTORNEYS AT LAW  
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1 RELS  
JOHN PETER LEE, LTD.  
2 JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
3 MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
4 830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
5 (702) 382-4044 Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant  
6

7 **DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

9 GHOLAMREZA ZANDIAN JAZI,  
10 Plaintiff,

CASE NO.: A511131  
DEPT. NO.: XIII

11 v.

12 RAY KOROGHLI, individually, FARIBORZ FRED  
SADRI, individually, and as Trustee of the Star  
13 Living Trust, WENDOVER PROJECT, LLC, a  
Nevada limited liability company; BIG SPRING  
14 RANCH, LLC, a Nevada limited liability company,  
and NEVADA LAND AND WATER  
15 RESOURCES, LLC, a Nevada limited liability  
company,

**RELEASE OF LIS PENDENS**

16 Defendants.  
17

18 RAY KOROGHLI, individually and FARIBORZ  
FRED SADRI, individually,

19 Counterclaimants,  
20

DATE: N/A  
TIME: N/A

21 v.

22 GHOLAMREZ ZANDIAN JAZI,

23 Counterdefendant.  
24

25 WENDOVER PROJECT, LLC,

26 Counterclaimant,  
27

28 v.

GHOLAMREZ ZANDIAN JAZI,

Counterdefendant.

**JOHN PETER LEE, LTD.**  
ATTORNEYS AT LAW  
830 LAS VEGAS BOULEVARD SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
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GHOLAMREZ ZANDIAN JAZI,  
Counterclaimant,  
v.  
WENDOVER PROJECT, LLC,  
Counterdefendant,

1334.022860-JLR

NOTICE is hereby given that the undersigned did, on the 14th day of October, 2005 file a Notice of Lis Pendens with the above-referenced Court, a copy of which was recorded with the Elko County Recorder as Document Number 542563 on October 25, 2005.

NOW THEREFORE, for valuable consideration, the undersigned does by these presents release, satisfy and discharge said Lis Pendens.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

JOHN PETER LEE, LTD.

BY: \_\_\_\_\_  
John Peter Lee, Esq.  
Nevada Bar No. 001768  
Michael A. Reynolds, Esq.  
Nevada Bar No. 008631  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
Ph: (702) 382-4044/Fax: (702) 383-9950  
Attorneys for Plaintiffs

**JOHN PETER LEE, LTD.**  
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Telephone (702) 382-4044  
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1 RELS  
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4 830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
5 (702) 382-4044 Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant  
6

7 **DISTRICT COURT**  
8 **CLARK COUNTY, NEVADA**

9 GHOLAMREZA ZANDIAN JAZI, )  
10 Plaintiff, )  
11 v. )  
12 RAY KOROGHLI, individually, FARIBORZ FRED )  
SADRI, individually, and as Trustee of the Star )  
13 Living Trust, WENDOVER PROJECT, LLC, a )  
Nevada limited liability company; BIG SPRING )  
14 RANCH, LLC, a Nevada limited liability company, )  
and NEVADA LAND AND WATER )  
15 RESOURCES, LLC, a Nevada limited liability )  
company, )  
16 Defendants. )

CASE NO.: A511131.  
DEPT. NO.: XIII

**RELEASE OF LIS PENDENS**

18 RAY KOROGHLI, individually and FARIBORZ )  
FRED SADRI, individually, )  
19 Counterclaimants, )  
20 v. )  
21 GHOLAMREZ ZANDIAN JAZI, )  
22 Counterdefendant. )

DATE: N/A  
TIME: N/A

24 WENDOVER PROJECT, LLC, )  
25 Counterclaimant, )  
26 v. )  
27 GHOLAMREZ ZANDIAN JAZI, )  
28 Counterdefendant. )

**JOHN PETER LEE, LTD.**  
ATTORNEYS AT LAW  
830 LAS VEGAS BOULEVARD SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

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GHOLAMREZ ZANDIAN JAZI,  
Counterclaimant,  
v.  
WENDOVER PROJECT, LLC,  
Counterdefendant,

1334.022860-JLR

NOTICE is hereby given that the undersigned did, on the 14th day of October, 2005 file a Notice of Lis Pendens with the above-referenced Court, a copy of which was recorded with the Washoe County Recorder as Document Number 3301912 on November 3, 2005.

NOW THEREFORE, for valuable consideration, the undersigned does by these presents release, satisfy and discharge said Lis Pendens.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

JOHN PETER LEE, LTD.

BY: \_\_\_\_\_  
John Peter Lee, Esq.  
Nevada Bar No. 001768  
Michael A. Reynolds, Esq.  
Nevada Bar No. 008631  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
Ph: (702) 382-4044/Fax: (702) 383-9950  
Attorneys for Plaintiffs



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1 RELS  
JOHN PETER LEE, LTD.  
2 JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
3 MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
4 830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
5 (702) 382-4044 Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant  
6

7 DISTRICT COURT

8 CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDIAN JAZI,

10 Plaintiff,

11 v.

12 RAY KOROGHLI, individually, FARIBORZ FRED )  
SADRI, individually, and as Trustee of the Star )  
13 Living Trust, WENDOVER PROJECT, LLC, a )  
Nevada limited liability company; BIG SPRING )  
14 RANCH, LLC, a Nevada limited liability company, )  
and NEVADA LAND AND WATER )  
15 RESOURCES, LLC, a Nevada limited liability )  
company, )

16 Defendants.  
17

18 RAY KOROGHLI, individually and FARIBORZ )  
FRED SADRI, individually, )

19 Counterclaimants,  
20

21 v.

22 GHOLAMREZ ZANDIAN JAZI,

23 Counterdefendant.  
24

25 WENDOVER PROJECT, LLC,

26 Counterclaimant,  
27

28 v.

GHOLAMREZ ZANDIAN JAZI,

Counterdefendant.

CASE NO.: A511131  
DEPT. NO.: XIII

RELEASE OF LIS PENDENS

DATE: N/A  
TIME: N/A

JOHN PETER LEE, L.L.D.  
ATTORNEYS AT LAW  
830 LAS VEGAS BOULEVARD SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

1 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  
15 BY: \_\_\_\_\_  
16 John Peter Lee, Esq.  
17 Nevada Bar No. 001768  
18 Michael A. Reynolds, Esq.  
19 Nevada Bar No. 008631  
20 830 Las Vegas Boulevard South  
21 Las Vegas, Nevada 89101  
22 Ph: (702) 382-4044/Fax: (702) 383-9950  
23 Attorneys for Plaintiffs  
24  
25  
26  
27  
28





DEAN HELLER  
Secretary of State  
202 North Carson Street  
Carson City, Nevada 89701-4201  
(775) 684 5708  
Website: secretaryofstate.biz

Certificate of Resignation of Officer,  
Director, Manager, Member, General  
Partner, Trustee or Subscriber

ABOVE SPACE IS FOR OFFICE USE ONLY

Certificate of Resignation of  
Officer, Director, Manager, Member,  
General Partner, Trustee or Subscriber

1. The name and title(s) of person that desires to resign:

GHOLAMREZA ZANDIAN JAZI

(Name)

Manager

(Title(s))

2. The name and file number of the entity for which resignation is being made:

WENDOVER PROJECT L.L.C.

(Name of Entity)

(File Number)

3. Signature: \_\_\_\_\_

4. Fee: \$75.00 per form. Resignation of one person from one entity per form.

*This form must be accompanied by appropriate fees.*

Nevada Secretary of State Resignation of Officer 2603  
Revised on 02/03/06

WFZ0888





DEAN HELLER  
 Secretary of State  
 202 North Carson Street  
 Carson City, Nevada 89701-4201  
 (775) 684 6708  
 Website: secretaryofstate.biz

**Certificate of Resignation of Officer,  
 Director, Manager, Member, General  
 Partner, Trustee or Subscriber**

ABOVE SPACE IS FOR OFFICE USE ONLY

**Certificate of Resignation of  
 Officer, Director, Manager, Member,  
 General Partner, Trustee or Subscriber**

1. The name and title(s) of person that desires to resign:

GHOLAMREZA ZANDIAN JAZI

(Name)

Manager

(Title(s))

2. The name and file number of the entity for which resignation is being made:

NEVADA LAND & WATER RESOURCES, L.L.C.

(Name of Entity)

(File Number)

3. Signature: \_\_\_\_\_

4. Fee: \$75.00 per form. Resignation of one person from one entity per form.

*This form must be accompanied by appropriate fees.*

Nevada Secretary of State Resignation of Officer 2003  
 Revised on: 02/03/06





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.*

Nevada Secretary of State Resignation of Officer 2503  
Revised on 02/03/06





**JOHN PETER LEE, LTD.**  
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Telecopier (702) 383-9950

1 RCPT  
JOHN PETER LEE, LTD.  
2 JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
3 MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
4 830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
5 (702) 382-4044 Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant  
6

7 **DISTRICT COURT**  
8 **CLARK COUNTY, NEVADA**

9 GHOLAMREZA ZANDIAN JAZI, )  
10 Plaintiff, )  
11 v. )  
12 RAY KOROGHLI, individually, FARIBORZ FRED )  
13 SADRI, individually, and as Trustee of the Star )  
14 Living Trust, WENDOVER PROJECT, LLC, a )  
15 Nevada limited liability company; BIG SPRING )  
16 RANCH, LLC, a Nevada limited liability company, )  
17 and NEVADA LAND AND WATER )  
18 RESOURCES, LLC, a Nevada limited liability )  
19 company, )  
20 Defendants. )

CASE NO.: A511131  
DEPT. NO.: XIII

**RECEIPT**

18 RAY KOROGHLI, individually and FARIBORZ )  
19 FRED SADRI, individually, )  
20 Counterclaimants, )

DATE: N/A  
TIME: N/A

21 v. )  
22 GHOLAMREZ ZANDIAN JAZI, )  
23 Counterdefendant. )

24 WENDOVER PROJECT, LLC, )  
25 Counterclaimant, )

26 v. )  
27 GHOLAMREZ ZANDIAN JAZI, )  
28 Counterdefendant. )

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GHOLAMREZ ZANDIAN JAZI,  
Counterclaimant,  
v.  
WENDOVER PROJECT, LLC,  
Counterdefendant,

1334.022860-JLR

RECEIPT of \$250,000 made payable to John Peter Lee, Ltd., in compliance and in conformity with the Award of Floyd Hale, Arbitrator dated September 20, 2006 is acknowledged this \_\_\_ day of \_\_\_\_\_, 2006.

JOHN PETER LEE, LTD.

BY: \_\_\_\_\_  
John Peter Lee, Esq.  
Nevada Bar No. 001768  
Michael A. Reynolds, Esq.  
Nevada Bar No. 008631  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
Ph: (702) 382-4044/Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant

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### MUTUAL RELEASE OF CLAIMS

This Mutual Release of Claims is made this \_\_\_\_\_ day of \_\_\_\_\_, 2006 by and between GHOLAMREZA ZANDIAN JAZI ("Zandian"), Ray Koroghli ("Koroghi"), Fariborz Fred Sadri ("Sadri"), Wendover Project, LLC ("Wendover"), Nevada Land and Water Resources, LLC ("Nevada Land") and Big Spring Ranch, LLC, ("Big Spring"). For purposes of this agreement, Zandian is hereinafter called Plaintiff and all of the individuals and LLCs are jointly called Defendants.

### RECITALS

WHEREAS disputes have arisen by and between the Plaintiff and the Defendants resulting in litigation which was commenced in the District Court, Clark County Nevada, given Case No. A511131; and

WHEREAS the matter was thereafter referred to arbitration before Floyd A. Hale by an agreement; and

WHEREAS, in addition to the Complaint, the Defendants filed various Counterclaims against the Plaintiff in the District Court action, all of which claims were heretofore referred to Floyd A. Hale to arbitrate; and

WHEREAS the parties to this Release, Plaintiff and the Defendants, commenced the arbitration process before Floyd A. Hale, which commenced on the 22nd day of August, 2006 and ended on the 8th day of September, 2006; and

WHEREAS on the latter date an order was entered on the record concerning settlement of the claims asserted by the Plaintiff, and the counterclaims asserted by the Defendants, which will be reduced to an order entered in the arbitration proceedings; and

WHEREAS the order provides for the release of certain rights by the parties, one against the other, and the payment of sums by certain of the Defendants, all as set forth in separate instruments, and further set forth in the Arbitration Order; and

WHEREAS these parties desire to settle and resolve all issues, allegations, claims, rights, defenses and obligations and causes of action asserted, or which could have been asserted by the Plaintiff against the Defendants and the Defendants against the Plaintiff;

NOW THEREFORE in consideration of these Recitals and the mutual covenants, promises and conditions hereinafter set forth, these parties agree as follows:

1. In consideration of the mutual covenants of the parties hereto, their heirs, executors, administrators, assigns, representative trustees, beneficiaries, directors, officers, employees, agents and attorneys and assigns to enter to this Mutual Release whereby the Plaintiff releases the Defendants and the Defendants release the Plaintiff from any and all demands, claims, damages, lawsuits, causes of action, costs and expenses of whatever character, known or unknown, and whenever occurring in the past, in the present or which will accrue in the future in any way, which are directly or indirectly related to the demands, claims and causes of action alleged, or which could have been alleged by the parties in the Complaint, the Amended Complaint and the various Counterclaims, or any amendments which could have been filed in the underlying proceedings.

2. The parties recognize that the Plaintiff and that the Defendants each may have claims against the others, of which they are unaware, it is the intention of the parties entering into this Mutual Release that this instrument will terminate the claim of the Plaintiff as against the Defendants and the Defendants against the Plaintiff, and prevent them from asserting the same. To this end, the

parties, and each of them, do waive all rights and benefits conferred upon them by statute or common law of any jurisdiction which has provisions which provides generally as follows:

“a general release does not extend to claims which the creditor does know or suspect in his favor at the time of executing the Release, which, if known by him, must have materially effected his settlement with the Debtor.”

The Plaintiff indemnifies the Defendants and the Defendants indemnify the Plaintiff from any and all claims asserted against any of them as a result of, or in connection with, any action or proceeding brought directly or indirectly on behalf, in the name of anyone claiming standing through the Plaintiff or the Defendants, contrary to the provisions of the Releases as provided for in this agreement.

3. This mutual settlement agreement is a compromise of disputed claims and arises out of, connected with, and relating to the underlying action and is not to be constructed as an admission of liability on the part of any party, all of whom expressly deny liability.

4. The construction, effect and validity of this agreement is governed by the laws of the State of Nevada and shall bind and inure to the benefit of each party and constitutes the entire agreement among the parties with respect to the subject hereto and may not be amended, except in writing, executed by the party to be charged.

5. Each party agrees to do anything necessary, and to execute all instruments necessary proper to effectuate the provisions and intent of this agreement, and each party shall mark cancelled and deliver to the other all evidence of any debt or obligation owed to the other, including Notes, Deeds of Trust or promises to pay, including, but not limited to, that certain Promissory Note

executed by Zandian in favor of Fariborz Fred Sadri and the Star Living Trust for \$333,333 secured by a Deed of Trust on 4,400 acres of property in Washoe County, Nevada.

6. Each party warrants that he has the power, capacity and authority to enter into this Mutual Release.

7. The Plaintiff and the Defendants separately acknowledge that their execution of this Release is freely and voluntarily done, and that all Recitals are true and correct, and they have not assigned or transferred to any person the matters released hereunder.

8. All the terms and conditions herein are severable in the event that any terms held are considered unenforceable by any court of competent jurisdiction. This agreement shall be interpreted as if the unenforceable terms were not contained herein.

9. This mutual agreement shall not create any rights in any person who is not a party hereto.

10. This mutual settlement agreement may be signed in multiple originals, each of which is considered a counterpart of the others, and taken together shall constitute one original.

DATED the day above first written.

---

GHOLAMREZA ZANDIAN JAZI

---

RAY KOROGHLI, individually

---

FARIBORZ FRED SADRI, individually and  
as Trustee of the Star Living Trust



WENDOVER PROJECT, LLC

BY: \_\_\_\_\_

NEVADA LAND & WATER RESOURCES, LLC

BY: \_\_\_\_\_

BIG SPRING RANCH, LLC

BY: \_\_\_\_\_



1 ARB  
2 FLOYD A. HALE, ESQ.  
3 Nevada Bar No. 1873  
4 JAMS  
5 2300 W. Sahara, #900  
6 Las Vegas, NV 89102  
7 Ph: (702) 457-5267  
8 Fax: (702) 437-5267  
9 Arbitrator.

RECEIVED  
MAR 02 2007  
JOHN PETER LEE, LTD.

DISTRICT COURT  
CLARK COUNTY, NEVADA

10 GHOLAMREZA ZANDIAN JAZI, ) Case No. A511131  
11 ) Dept. No. XII  
12 Plaintiff, )  
13 vs. )  
14 RAY KOROGHLI, individually, )  
15 FABIRORZ FRED SADRI, individually, )  
16 and as Trustee of the Star Living Trust, )  
17 WENDOVER PROJECT, LLC, a Nevada )  
18 limited liability company; BIG SPRING )  
19 RANCH, LLC, a Nevada limited liability )  
20 company, and NEVADA LAND AND )  
21 WATER RESOURCES, LLC, a Nevada )  
22 limited liability company, )  
23 Defendants. )

ARBITRATOR REPORT AND RECOMMENDATION TO  
DISTRICT COURT

23 This matter was submitted to Arbitration and Arbitration Hearings were conducted for two  
24 days, as well as the submission of voluminous exhibits, depositions and briefs. During the  
25 Arbitration proceeding, the parties agreed to meet with the Arbitrator in an effort to resolve the  
26 dispute. With agreement of counsel, the parties met directly with the Arbitrator and an agreement  
27 for a final conclusion of this matter was read into the record, being recorded by a court reporter.  
28

FLOYD A. HALE  
SPECIALIST  
2300 W. SAHARA, SUITE 900  
LAS VEGAS, NEVADA 89102  
PHONE (702) 457-5267 EMAIL fhaile@floydahale.com

FLOYD A HALE  
SPECIALIST  
2300 W. SARA, SUITE 900  
LAS VEGAS, NEVADA 89102  
PHONE (702) 457-5267 EMAIL fhaile@floydahale.com

1 The undersigned then issued an Arbitration Decision based upon the evidence submitted as well  
2 as the agreement of the parties.

3  
4 On January 11, 2007, counsel for the parties conducted a hearing before this Court  
5 regarding confirmation of the Arbitration Award. Counsel for the parties could not reach an  
6 agreement as to what documents needed to be signed to effect the Arbitration Decision. For that  
7 reason, the matter was referred back to the Arbitrator for further proceedings. The actual  
8 reference, contained in page 25, line 6-14 of the January 11, 2007, transcript is as follows:  
9

10 THE COURT: I'm going to resolve your problem. Its real easy. I am  
11 going to refer the matter back to Floyd Hale for further proceedings,  
12 consistent with the 9/8/06 transcript. Those will include getting the  
13 mechanism for the spouses of the parties to sign the documents, getting  
14 a mechanism for the waiver of the release of the rights of first refusal  
15 that exist, entering into the settlement agreement the parties entered  
16 into. If he is unable to reach an agreement among the parties, then I  
17 will have the final word.

18 The District Court has already indicated that wives of the principals will need to sign  
19 documents. The following report and recommendation will reference the parties to the  
20 Arbitration with the understanding that the District Court has already indicated that wives for  
21 those parties will be required to sign all necessary documents.

22 IT IS REPORTED AND RECOMMENDED to the Court that the following documents  
23 will need to be executed by the parties and their wives:

24 4,400 acres of real estate, owned by Poh Rah, LLC: The only members of the Pah Rah,  
25 LLC are the parties to this action: Zandian Jazi; Ray Koroghli and Fred Sadri. These parties will  
26 be required to sign a Grant Bargain Sale Deed to transfer the 4,400 acres of real estate to Zandian  
27 Jazi. Fred Sadri will need to execute a full reconveyance of the Deed of Trust and release the  
28 Promissory Note which was secured by the Deed of Trust as to this property. The parties will also

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SPECIALIST  
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have to sign a waiver of any right of first refusal to this property.

320 acres owned by Big Springs Ranch, LLC. The only members of the Big Springs Ranch LLC, are the parties to this action and Mr. Abrishami. If Mr. Zandian Jazi can obtain the signature of Mr. Abrishami on a Deed to transfer this property, then the parties to this action must all execute a Grant Bargain Sale Deed transferring this real estate to Zandian Jazi. If Mr. Jandian Jazi is unable to obtain the signature of Mr. Abrishami, then Mr. Sadri and Mr. Koroghli are required to sign a Quit Claim Deed from Big Springs Ranch, LLC to Zandian Jazi to sign waivers of rights of first refusal.

\$250,000.00 Payment to Zandian Jazi: There has been a dispute as to what entity is responsible for making this payment. During the Arbitration Proceedings, as well as during prior meetings with the parties, it was represented to the Arbitrator that Mr. Sadri and Mr. Koroghli would make this payment. It is Recommended that either Mr. Sadri or Mr. Koroghli, or both, are individually responsible for this payment. Sadri and Koroghli may, however, execute the payment check or draft in whatever representative capacity that they believe is the most appropriate.

Transfer of Wendover Project, LLC Interest: Zandian Jazi has agreed to waive or transfer any interest that he has, if any, in the Wendover Project, LLC. Mr. Netzorg has argued that it is incumbent upon Mr. Zandian Jazi to obtain signatures on waivers of rights of first refusal from all members of the LLC. This was not part of the settlement agreement and the District Court should be aware that the Defendants contested that Zandian Jazi even owned rights in the Wendover Project, LLC at the time of the arbitration.

It is the Report and Recommendation of the Arbitrator that Zandian Jazi sign a transfer of all interest that he owns in the Wendover Project, LLC directly to: "Wendover Project, LLC."

FLOYD A. HALE  
SPECIAL INTEREST  
2300 W. SAHARA, SUITE 900  
LAS VEGAS, NEVADA 89102  
PHONE (702) 457-5257 EMAIL fhaale@floydahale.com

1 Zandian Jazi must also sign a waiver of any right of first refusal that he has as to that LLC.

2 The remaining managing members of the Wendover Project LLC are responsible for  
3 determining the appropriate allocation of the Zandian Jazi interest. If they believe that it is  
4 necessary to obtain waivers of rights of first refusal to make that allocation 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 Big Springs Ranch, LLC: As with the Wendover Project, LLC, Mr. Zandian Jazi will be  
13 required to execute a transfer of interest and waiver of any interest of the Big Springs Ranch,  
14 LLC, directly to: "Big Springs Ranch, LLC." He must also execute a waiver of right of first  
15 refusal that he would have under that LLC. As stated with the Wendover Project, LLC, it is the  
16 duty of the managing members of the Big Springs Ranch, LLC, to make an appropriate  
17 distribution or allocation of this interest. The remaining managing members of the Big Springs  
18 Ranch, LLC must either transfer the property as required by the operating agreement or obtain  
19 whatever waivers of rights of first refusal that are necessary to make a transfer which they believe  
20 are necessary.  
21

22 **CONCLUSION:**

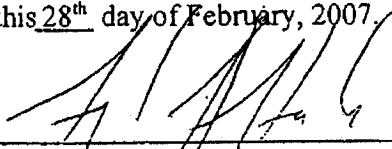
23 Mr. Netzorg has contested the requirement that the receiving LLC entities are required to  
24 obtain waivers of rights of first refusal. Actually, waivers are not necessary if the receiving  
25 interest is transferred pursuant to the operating agreement. If the managing members want to  
26  
27  
28

FLOYD A. HALE  
SPECIAL ARBITRATOR  
2300 W. SAHARA, S.E., SUITE 900  
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PHONE (702) 457-5267 EMAIL fhaale@floydahale.com

1 obtain waivers of rights of first refusal to make a different distribution, they are certainly free to  
2 do so. That should not be the burden of Mr. Zandian Jazi.

3  
4 Mr. Netzorg has also asked for numerous documents regarding a purported transfer of Mr.  
5 Zandian Jazi's shipyard stock. There was absolutely no evidence that any entity related to these  
6 proceedings acknowledged receipt of that stock or issued any credit related to receipt of that  
7 stock. Although that stock was discussed during the Arbitration proceedings, there was no  
8 competent evidence regarding that stock being relevant to the Arbitration proceedings.  
9

10 RESPECTFULLY SUBMITTED this 28<sup>th</sup> day of February, 2007.

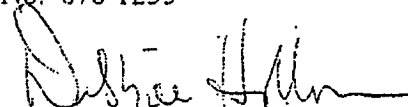
11  
12 By:   
13 FLOYD A. HALE  
14 2300 W. Sahara, #900  
15 Las Vegas, NV 89102  
16 Arbitrator

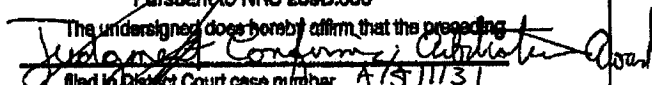
17 CERTIFICATE OF FACSIMILE AND MAIL

18 I hereby certify that on the 28<sup>th</sup> day of February, 2007, I faxed and mailed a true and  
19 correct copy of the foregoing addressed to:

20 John Peter Lee, Esq.  
21 830 Las Vegas Boulevard South  
22 Las Vegas, NV 89101  
23 Attorneys for Plaintiffs  
24 Fax No. 383-9950

25 John Netzorg, Esq.  
26 2810 West Charleston Blvd. #H-81  
27 Las Vegas, NV 89102  
28 Attorneys for Defendants  
29 Fax No. 878-1255

30 By:   
31 Employee of Jams

**AFFIRMATION**  
Pursuant to NRS 239B.030  
The undersigned does hereby affirm that the preceding  
  
filed in District Court case number A1511131  
DOES NOT contain the social security number of any person.  
Date 6/8/07

## CIVIL COURT MINUTES

05-A-511131-C Jazi, Gholamreza Z vs Koroghli, Ray

---

11/28/05 09:00 AM 00 PLTF'S MTN TO DISMISS COMPLAINT OR  
COMPEL ARBITRATION /01

HEARD BY: Mark R. Denton, Judge; Dept. 13

OFFICERS: Sue Burdette, Court Clerk

PARTIES: NO PARTIES PRESENT

John Netzorg, Esq., present.

Mr. Netzorg advised the matter is resolved and there are no other matters to come before the Court today. COURT ORDERED, matter OFF CALENDAR.

CLERK'S NOTE: LATER, it was determined that a Stipulation for arbitration was filed.../sb

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04/17/06 09:00 AM 00 DEFT'S MTN TO DISMISS COMPLAINT /02

HEARD BY: Mark R. Denton, Judge; Dept. 13

OFFICERS: Sue Burdette, Court Clerk

PARTIES: NO PARTIES PRESENT

COURT finds there are no appearances; finds that counsel has contacted Chambers and indicated the parties are stipulating to arbitration; and ORDERED, matter OFF CALENDAR.



CIVIL COURT MINUTES

05-A-511131-C Jazi, Gholamreza Z vs Koroghli, Ray  
CONTINUED FROM PAGE: 001

12/22/06 ??:?? ?M 00 MINUTE ORDER RE: INCORRECT CASE REASSIGNMENT

HEARD BY: Elizabeth Gonzalez, Judge; Dept. 11

OFFICERS: Willa Pettice, Court Clerk

PARTIES: NO PARTIES PRESENT

The Court stated this is a Business Court case that was transferred from Dept. 13 in error. Judge Denton is to retain this case. COURT ORDERED, matter referred back to Dept. 13 as a Business Court case.

01/11/07 09:00 AM 00 ALL PENDING MOTIONS (1/11/07)

HEARD BY: Elizabeth Gonzalez, Judge; Dept. 11

OFFICERS: Melissa Swinn, Relief Clerk  
Jill Hawkins, Reporter/Recorder

PARTIES: 0001 P1 Jazi, Gholamreza Z  
008631 Reynolds, Michael A.  
007699 Fic, Holly

N  
Y  
Y

0002 D1 Koroghli, Ray  
001335 Netzorg, John M.

N  
Y

PLAINTIFF/COUNTER DEFENDANT JAZI MOTION FOR CONFIRMATION AND ENTRY OF JUDGMENT ON ARBITRATION AWARD . . . DEFT'S MOTION TO VACATE ARBITRATION AWARD/MOTION TO MODIFY OR CORRECT

Arguments by counsel. COURT ORDERED, both motions DENIED. FURTHER, matter REFERRED back to Floyd Hale to resolve the following issues:

- 1 - Spouses need to sign on documents;
- 2 - Obtain waiver from anyone with the first right of refusal;
- 3 - Complete settlement agreement.

Further, it is this Court's recommendation that escrow be opened if real property is being transferred. Counsel advised all parties present that they can return to this Court to either resolve the issues or to assist in implementing the resolution.

CIVIL COURT MINUTES

05-A-511131-C Jazi, Gholamreza Z vs Koroghli, Ray

CONTINUED FROM PAGE: 002

04/24/07 ??:?? ?M 00 PLTF'S MTN FOR REFERRAL TO ARBITRATOR/07

HEARD BY: Elizabeth Gonzalez, Judge; Dept. 11

OFFICERS: Willa Pettice, Court Clerk

PARTIES: NO PARTIES PRESENT

COURT ORDERED, Pltf's Motion for Referral to Arbitrator is DENIED.

05/29/07 09:00 AM 00 ZANDIAN'S MTN FOR CONFIRMATION/ENTRY OF JGMNT ON ARBITRATION AWARD AND OST /08

HEARD BY: Elizabeth Gonzalez, Judge; Dept. 11

OFFICERS: Denise Trujillo, Court Clerk  
Debbie Winn, Reporter/Recorder

PARTIES: NO PARTIES PRESENT

At request of both counsel, COURT ORDERED, matter CONTINUED.

CONTINUED TO: 06/05/07 09:00 AM 01

CIVIL COURT MINUTES

05-A-511131-C Jazi, Gholamreza Z

vs Koroghli, Ray

CONTINUED FROM PAGE: 003

06/05/07 09:00 AM 01 ZANDIAN'S MTN FOR CONFIRMATION/ENTRY OF JGMNT ON ARBITRATION AWARD AND OST /08

HEARD BY: Elizabeth Gonzalez, Judge; Dept. 11

OFFICERS: Phyllis Irby/pi, Court Clerk  
Jill Hawkins, Reporter/Recorder

REQ. BY: Jazi Gholamreza Z, Plaintiff

PARTIES:	0001 P1	Jazi, Gholamreza Z	N
	007373	Hatfield, Trevor J.	Y
	008631	Reynolds, Michael A.	Y
	0002 D1	Koroghli, Ray	N
	001335	Netzorg, John M.	Y
	0003 D	Sadri, Fariborz F	N
	001335	Netzorg, John M.	Y
	0005 D	Wendover Project LLC	N
	001335	Netzorg, John M.	Y
	0006 D	Big Spring Ranch LLC	N
	001335	Netzorg, John M.	Y
	0007 D	Nevada Land And Water Resources LLC	N
	001335	Netzorg, John M.	Y
	0008 CO	Wendover Project LLC	N
	001335	Netzorg, John M.	Y

Following arguments of counsel. COURT ORDERED, Zandian's Motion is GRANTED; matter set for status check.

7-24-07 9:00 AM STATUS CHECK: COMPLIANCE

CIVIL COURT MINUTES

05-A-511131-C Jazi, Gholamreza Z

vs Koroghli, Ray

CONTINUED FROM PAGE: 004

06/21/07 09:00 AM 00 ALL PENDING MOTIONS (06-21-07)

HEARD BY: Elizabeth Gonzalez, Judge; Dept. 11

OFFICERS: Carol Donahoo, Relief Clerk  
Jill Hawkins, Reporter/Recorder

PARTIES: 0001 P1 Jazi, Gholamreza Z  
007373 Hatfield, Trevor J.

N  
Y

0002 D1 Koroghli, Ray  
001335 Netzorg, John M.

N  
Y

DRFT.'S MOTION FOR STAY OF PROCEEDINGS TO ENFORCE THE JUDGMENT...DEFT.'S  
MOTION FOR REHEARING

Argument on Deft.'s Motion for Stay of Proceedings. COURT ORDERED, Motion  
GRANTED during the period of resolution of post-trial motions only. Court  
will require a bond in the amount of \$10,000 for that limited period;  
however, the Court will reconsider the amount of the bond after resolution  
of the pending motions. COURT FURTHER ORDERED, Deft.'s Motion for Rehearing  
rescheduled to July 17, 2007, at 9:00 a.m.

CIVIL COURT MINUTES

05-A-511131-C Jazi, Gholamreza Z vs Koroghli, Ray

CONTINUED FROM PAGE: 005

07/17/07 09:00 AM 00 ALL PENDING MOTIONS (07-17-07)

HEARD BY: Elizabeth Gonzalez, Judge; Dept. 11

OFFICERS: Carol Donahoo, Relief Clerk  
Jill Hawkins, Reporter/Recorder

PARTIES: 0001 P1 Jazi, Gholamreza Z  
008631 Reynolds, Michael A.

N  
Y

0002 D1 Koroghli, Ray  
003708 Day, Steven L.

N  
Y

DEFT.'S MOTION FOR REHEARING PURSUANT TO E.D.C.R. 2.24...DEFT.'S MOTION TO AMEND OR ALTER JUDGMENT PURSUANT TO NRCP 59(e), OR IN THE ALTERNATIVE, MOTION FOR A NEW TRIAL PURSUANT TO NRCP 59(e)

Arguments by counsel on both Motions. COURT ORDERED, Motions DENIED. Colloquy regarding the July 24 Status Check. COURT FURTHER ORDERED status check VACATED and RESET.

08/23/07 9:00 AM STATUS CHECK: COMPLIANCE

CIVIL COURT MINUTES

05-A-511131-C Jazi, Gholamreza Z vs Koroghli, Ray

CONTINUED FROM PAGE: 006

08/07/07 09:00 AM 00 DEFT'S MTN TO STAY OF PROCEEDINGS TO ENFORCE/17

HEARD BY: Elizabeth Gonzalez, Judge; Dept. 11

OFFICERS: Kathy Klein, Court Clerk  
Jill Hawkins, Reporter/Recorder

PARTIES: 0001 P1 Jazi, Gholamreza Z  
009898 Freedman, Yvette R.

N  
Y

0002 D1 Koroghli, Ray  
003708 Day, Steven L.

N  
Y

Mr. Day advised no reason to post bond, and if Court set a bond, then should consider the \$10,000.00 as previous. Colloquy regarding lis pendes, pending appeal, and security in the property. Ms. Freedman noted security is not sufficient, this is separate and apart, and could be tied up for years. COURT ORDERED, Deft's Motion to Stay of Proceedings to Enforce Judgement and to Set Supersedeas Bond, GRANTED, BOND SET at \$250,000.00.

eff: 9/1/96

CLERK OF COURT  
NOTICE OF DEFICIENCY  
ON APPEAL TO NEVADA SUPREME COURT

JOHN PETER LEE, ESQ.  
830 LAS VEGAS BLVD. SOUTH  
LAS VEGAS, NV 89101

DATE: August 10, 2007

CASE: A511131

RE CASE: GHOLAMREZA ZANDIAN JAZI vs. RAY KOROGHLI

NOTICE OF APPEAL FILED: 08/09/07

RULE 3(e) DOCUMENTS TRANSMITTED: 08/10/07

RULE 3(e) DOCUMENTS NOT TRANSMITTED/MISSING:

**ORDER**

**NOTICE OF ENTRY OF ORDER**

EXPLANATION OF POSSIBLE DEFICIENCIES:

DOCUMENTS/FEEES:

REFER TO:

PROCEDURE:

NOTICE OF APPEAL

NRAP 3(a)

\$24.00 District Court Filing Fee (if applicable).

CASE APPEAL STATEMENT

NRAP 3(a)(1)

**To be filed with Notice of Appeal:**  
Lists information necessary for docketing in the supreme court: district court case number; party names; counsel names; trial judge; whether trial or appellate counsel was appointed; whether appellant is proceeding in forma pauperis; date the proceedings commenced in the district court {NRAP Form 2}\*.

COST ON APPEAL BOND

NRAP 7

**To be posted with Notice of Appeal**  
\$250 (Civil) {No Personal Checks}

\$250.00 FILING FEE

NRAP12  
NRS 2.250

Check or money order payable to the Clerk of the Supreme Court for the docket filing fee. **Submit with Notice of Appeal\*.**

\*Must be mailed directly to Supreme Court if not submitted at time of filing Notice of Appeal

WFZ0915

# Certification of Copy

State of Nevada }  
County of Clark } SS:

I, Charles J. Short, the duly elected, qualifying and acting Clerk of Clark County, in the State of Nevada, and Ex-Officio Clerk of the District Court, do hereby certify that the foregoing is a true, full and correct copy of the original.

NOTICE OF CROSS-APPEAL; CASE CROSS-APPEAL STATEMENT; COST BOND ON CROSS-APPEAL; DISTRICT COURT DOCKET ENTRIES; JUDGMENT CONFIRMING ARBITRATION AWARD; DISTRICT COURT MINUTES; NOTICE OF DEFICIENCY

GHOLAMREZA ZANDIAN JAZI, )

Plaintiff(s), )

vs. )

RAY KOROGHLI; FARIBORZ FRED SADRI, )  
individually and as Trustee of the Star Living )  
Trust; WENDOVER PROJECT, LLC; BIG )  
SPRING RANCH, LLC; NEVADA LAND )  
AND WATER RESOURCES, LLC, )

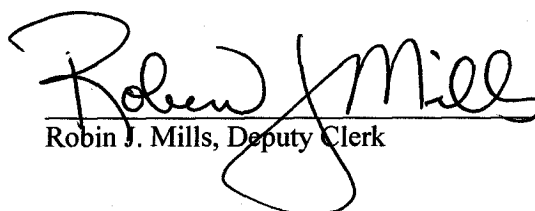
Defendant(s), )

Case No: A511131  
Dept No: XI

now on file and of record in this office.

**IN WITNESS THEREOF**, I have hereunto  
Set my hand and Affixed the seal of the  
Court at my office, Las Vegas, Nevada  
This 10 day of August 2007.

Charles J. Short, Clerk of the Court

  
Robin J. Mills, Deputy Clerk

WFZ0916



JOHN PETER LEE  
ATTORNEY AT LAW  
830 LAS VEGAS BLVD. SOUTH  
LAS VEGAS, NEVADA 89101

AS11131  
# 1768

REMITTANCE ADVICE					
8/9/07	250.00				

94-72/1224

36443

JOHN PETER LEE LTD 250 DOLS 00 CTS

PAY TO THE ORDER OF DOLLARS

DATE: 8/9/07  
TO THE ORDER OF: Supreme Court Clerk  
RE: Notice of Cross Appeal

CHECK AMOUNT: 250.00

TRUST ACCOUNT  
VOID AFTER 90 DAYS



BANK OF AMERICA Nevada  
P.O. BOX 15427 LAS VEGAS, NEVADA 89114

*Lou Kwiatkowski*  
SAFE GUARD SECURE  
MP

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**SUPREME COURT OF THE STATE OF NEVADA  
OFFICE OF THE CLERK**

GHOLAMREZA ZANDIAN JAZI,  
Appellant/Cross-Respondent,

vs.

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,  
Respondent/Cross-Appellants.

**Supreme Court No. 49924**

District Court Case No. A511131

**RECEIPT FOR DOCUMENTS**

TO: John Peter Lee Ltd. and John Peter Lee  
Cohen, Johnson & Day and Steven L. Day and James R. Nance  
Charles J. Short, District Court Clerk

You are hereby notified that the Clerk of the Supreme Court has received and/or filed the following:

08/14/07	Received Filing Fee. \$250.00 from John Peter Lee-check no. 36443.
08/14/07	Filed Certified Copy of Notice of Cross-Appeal. (Docketing statement mailed to counsel for cross-respondent.)

DATE: August 14, 2007

Janette M. Bloom, Clerk of Court

By: AP  
Deputy Clerk

**SUPREME COURT OF THE STATE OF NEVADA  
OFFICE OF THE CLERK**

GHOLAMREZA ZANDIAN JAZI,  
Appellant/Cross-Respondent,  
vs.

**Supreme Court No. 49924**

District Court Case No. A511131

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,  
Respondent/Cross-Appellants.

**NOTICE OF FILING OF CROSS-APPEAL**

TO: John Peter Lee Ltd. and John Peter Lee  
Cohen, Johnson & Day and Steven L. Day and James R. Nance

A cross-appeal has been filed in the above-entitled case and the caption has been styled as shown above.

"In cases involving a cross-appeal, the plaintiff in the court below shall be deemed the appellant for all purposes, unless the parties otherwise agree or the court otherwise orders." NRAP 28(h). If the parties wish to stipulate to or move for a change in designation of parties, please file an appropriate document with this court immediately.

DATE: August 14, 2007

Janette M. Bloom, Clerk of Court

By:   
\_\_\_\_\_  
Deputy Clerk

cc:

WFZ0919  
07-17896

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**ORIGINAL**

**IN THE SUPREME COURT OF THE STATE OF NEVADA**

**FILED**

AUG 14 2007

JANETTE M. BLOOM  
CLERK OF SUPREME COURT  
BY J. J. Casado  
DEPUTY CLERK

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, )

Supreme Court No. 49924

District Court No. A511131

Appellants, )

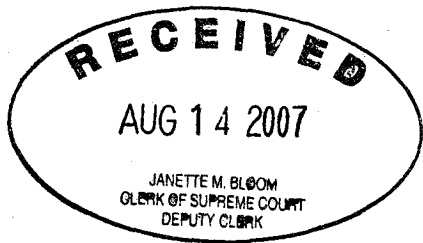
vs. )

GHOLAMREZA ZANDIAN JAZI, )

Respondent. )

**OPPOSITION TO MOTION TO DISMISS**

STEVEN L. DAY, ESQ.  
Nevada Bar No. 3708  
JAMES R. NANCE, ESQ.  
Nevada Bar No. 9878  
COHEN, JOHNSON & DAY  
1060 Wigwam Parkway  
Henderson, NV 89074  
(702) 309-3333  
Attorneys for Defendants/Appellants



COHEN, JOHNSON & DAY  
1060 Wigwam Parkway  
Henderson, NV 89074  
(702) 309-3333

**STATEMENT OF FACTS**

1  
2 This case arises out of a dispute among real estate investors who purchased large  
3 tracts of land in Northern Nevada, totaling over 43,000 acres and \$16,000,000.00, title of  
4 which to most is held by Nevada limited liability companies. Defendants/Appellants Ray  
5 Koroghli and Fariborz Fred Sadri and Plaintiff/Respondent Gholamreza Zandian Jazi are  
6 members of the limited liability companies. In the underlying action,  
7 Plaintiff/Respondent Jazi has alleged that Defendants/Appellants Koroghli and Sadri  
8 have tried to unlawfully divest Jazi of his interests in the limited liability companies while  
9 Defendants/Appellants Koroghli and Sadri allege that Jazi has failed to pay any  
10 consideration for his interests in the limited liability companies and has received  
11 \$600,000.00, in hidden commissions relating to the purchase of the real property found  
12 within the limited liability companies. (See First Amended Complaint and Answer and  
13 Counterclaim attached hereto as Exhibit "1," and "2," respectively.)

14  
15  
16 As stated in Plaintiff/Respondent's Motion to Dismiss, the parties agreed to  
17 binding arbitration on November 23, 2005. The parties agreed to use Floyd Hale, Esq., as  
18 the arbitrator. On September 8, 2006, Defendants/Appellants appeared with  
19 Plaintiff/Respondent and arbitrator Floyd Hale with the expectation that the case would  
20 be arbitrated; i.e., that Mr. Hale would hear evidence including the testimony of the  
21 various party and ultimately make an arbitration decision based on the evidence present  
22 during the arbitration hearing. During the course of the hearing, only one witness was  
23 sworn and the cross-examination of this witness was only partially completed before the  
24 parties decided the best approach might be to attempt to settle the case. Mr. Hale  
25 correctly felt it appropriate to abandon the arbitration at this point and turn the  
26 proceeding into a mediation. This was the right and prudent thing to do and through Mr.  
27

1 Hale's good efforts, he was able to get the parties to agree to settle the case though may of  
2 the material terms and conditions of the settlement still needed to be worked out. At no  
3 point during the September 8, 2006, proceeding or any time thereafter did the parties  
4 attempt to complete the arbitration.

5  
6 The general terms of the settlement agreement were memorialized at the  
7 conclusion of the mediation which included the Defendants transferring their interests in  
8 certain property in Nevada to the Plaintiff along with \$250,000.00, in cash in exchange  
9 for the Plaintiff transferring his interest in two Nevada LLC's to Defendants Koroghli and  
10 Sadri. However, there were additional items that needed to be addressed and agreed to by  
11 the settling parties which included how the general terms of the settlement agreement  
12 were going to be implemented and in what form title would pass. Instead of continuing to  
13 work with the parties toward reaching an agreement as to how the transactions would take  
14 place, Mr. Hale put his arbitrator hat back on and rendered an "Arbitration Award" in  
15 spite of the fact that **the case was not arbitrated** and the parties, including the  
16 Defendants, did not put on their case.<sup>1</sup> It was clearly not the Defendants' expectation  
17 when agreeing to mediation that any agreement to settle would be consummated in an  
18 arbitration award. There was still a lot to be done with respect to the intent of the parties  
19 to settle and without the parties agreeing to how the transaction was to take place and how  
20 title was to be conveyed to the various real estate and partnership interests, there was no  
21 settlement. For example, LLC interests were to be transferred by Jazi to Koroghli and  
22 Sadri and there was nothing included in the proposed agreement to settle which addressed  
23  
24

---

25  
26 <sup>1</sup>The Plaintiff presented only one witness before the parties agreed to mediate the case.  
27 Plaintiff's counsel had not even concluded the examination of this witness and Defense  
28 counsel had conducted no cross-examination of the witness when the parties decided to try  
to settle the case.

1 | how the parties were going to deal with the other LLC member's rights of first refusal.  
2 | Again, these material terms and conditions still needed to be worked out before a final  
3 | settlement could be reached. As a side note, once Mr. Hale and the parties decided that  
4 | the case would be mediated and the case was in fact mediated, Mr. Hale could no longer be  
5 | the arbitrator in the case.

6 |         The fact that we were dealing with an agreement to settle and not an arbitration  
7 | award was not lost on the Court during the January 11, 2007, hearing on Plaintiff's Motion  
8 | for Confirmation and Entry of Judgment on Arbitration Award. The Court further  
9 | understood the need for the parties to reconvene and work out additional details relating  
10 | to the agreement to settle when the matter was remanded back to mediator Floyd Hale.

12 |         MS. FIC:             Your Honor, I have a suggestion, okay. Because what I  
13 |                                 keep hearing is settlement, settlement, settlement. We  
14 |                                 agree there was a settlement. I did say settlement,  
15 |                                 okay. But the settlement terms were – on the transcript  
                                  by the court reporter. So we have the essential terms,  
                                  okay.

16 |         THE COURT:         You do.

17 |         MS. FIC:             What I'm hearing is –

18 |         THE COURT:         **And you're missing some of the things in the**  
19 |                                 **documents you have as to those essential terms.**

20 |         MS. FIC:             Okay. And that's – okay, Your Honor, so fine. So if we have  
21 |                                 the essential terms, if we've got disputes with this, why don't  
22 |                                 we – okay. I don't want to do a new arbitrator, because that's  
                                  going to be costs to both parties. It's not going to be efficient.  
                                  Arbitrator Hale was agreed to –

23 |         THE COURT:         I'm going to solve your problem. It's really easy. I'm going to  
24 |                                 refer the matter back to Floyd Hale for further proceedings,  
25 |                                 consistent with the 9/8/06 transcript. Those will include  
26 |                                 **getting the mechanism for the spouses of the parties**  
27 |                                 **to sign documents, getting a mechanism for the**  
28 |                                 **waiver of the release of the rights of first refusal that**

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**exist, entering into the settlement agreement the parties entered into.** If he is unable to reach an agreement amount the parties, then I will have the final word. I –

MS. FIC: Because, Your Honor –

THE COURT: Wait, wait, wait. I’m not done.

MS. FIC: Okay. Sorry, Your Honor.

THE COURT: Okay. I recommend – this is not an order – that an escrow be opened for the transfers of the real property. If you are merely transfer interests in an LLC, which has different tax consequences to both of your clients, I don’t think it’s necessary for an escrow to be opened. But if you’re transferring real property, which is what it currently looks like to me you were trying to do based upon the settlement, then an escrow needs to be opened.

I’m referring it back to Mr. Hale, since I would typically in a case where a settlement was reached and there was a mediator or arbitrator involved refer it to that individual for some additional work with you to try and resolve those disputed issues, since they were there at the time you reached the settlement. Hopefully I have a transcript that helps me. If you are unable to reach an accommodation after speaking to Mr. Hale, then I will reach an accommodation, because I have a transcript and I’ll make a decision. And it won’t be one that anybody’s tax benefits are in favor of, because there’s no indication in the transcript that you’re going to work together to minimize tax consequences to each other, which sometimes I see in settlement agreements. And I didn’t see that in this one.

MS. FIC: Yeah. Cause the only concern was I didn’t want to have like maybe one wife not sign, because there’s a lot of – you know, one wife not signing upset the whole thing.

THE COURT: **The wives have to sign.** That was part of the deal you guys cut. You cut a deal the wives are going to sign. The wive’s have got to sign.

(See January 11, 2007, hearing transcript, pp. 24-26, attached hereto as Exhibit “3,” emphasis added.)



1 The District Court understood that there were additional matters that needed to be  
2 addressed and worked out to effectuate the final settlement of the matter and remanded  
3 the case back to Mr. Hale to work out those details.

4 THE COURT: How are you going to – wait now. This is just really  
5 common sense.

6 MS. FIC: Okay.

7 THE COURT: How are you going to transfer an interest in real  
8 property which may be owned by both of the people and  
9 the wife has a claim, especially in places where it is  
10 voidable if you do not have the spouse sign? How are  
11 you going to transfer that property free and clear?

12 MS. FIC: Because the husbands – I mean, there's NRS statutes –

13 THE COURT: Okay. I'm going to send you back to Mr. Hale, and **the**  
14 **wives need to sign. Spouses need to sign, and**  
15 **the people who have the first right of refusal**  
16 **need to waive.**

17 MS. FIC: So we'll come back to you if one of the wives refuse.  
18 That's the only thing. I just don't want to –

19 THE COURT: **You're going to come back to me if you are**  
20 **unable to reach an agreement,** if you need me to  
21 confirm an order. You are also going to some back to  
22 me if there is any problem in the implementation of the  
23 agreement.

24 But you reached a settlement, it was put on the record.  
25 **You've got to have a settlement agreement.** I  
26 know that Mr. Hale drafted an arbitration award,  
27 because he conducted a portion of the arbitration. And  
28 I don't really have a problem with that, but we need to  
have the documentation consistent with the discussions  
that were – that occurred on September 8<sup>th</sup>, 2006,  
which are a part of the actual record the court reporter  
made, at which time both parties stipulated in front of  
the arbitrator that they had agreed to go to as part of the  
extrajudicial proceedings, which in my mind makes it an  
enforceable settlement. Okay.

(See Exhibit "3," pp. 27-28, emphasis added.)

1 The case was remanded back to Mr. Hale, but instead of the parties working out the  
2 details of a settlement with Mr. Hale as this Court instructed them to do, Mr. Hale again  
3 put on his arbitrator hat and issued an Arbitrator Report and Recommendation to District  
4 Court for a case **that was not arbitrated**. In his Report and Recommendation, Mr.  
5 Hale continues to refer to the agreement to settle as an "Arbitration Award." From Mr.  
6 Hale's Report and Recommendation, this case ultimately morphed into a Judgment  
7 Confirming Arbitration Award in a case that was never arbitrated. (See Judgment  
8 Confirming Arbitration Award attached hereto as Exhibit "4.")

### 10 **ARGUMENT**

#### 11 **A. Defendants/Appellants are appealing from a judgment granted relative** 12 **to an agreement to settle.**

13 As Plaintiff/Respondent represents, the parties agreed to submit the matter to  
14 binding arbitration with no right of appeal. Plaintiff/Respondent submits that because  
15 the parties stipulated that there would be no right of appeal, Defendants/Appellants'  
16 appeal should be dismissed. However, Defendants/Appellants contend that the case was  
17 never arbitrated and, therefore, the language within the stipulation prohibiting an appeal  
18 does not apply. The parties simply agreed to settle the case. The arbitration was not  
19 completed and there should have never been an arbitration award or an ensuing judgment  
20 on an arbitration award. Defendants/Appellants are appealing the Judgment on an  
21 agreement to settle.  
22

#### 23 **B. Common-law grounds exist for this Court to review a private** 24 **arbitration award.**

25 This Court has held that common-law grounds are available for a court to review  
26 the results of a private arbitration:

27 In this appeal, we clarify the common-law grounds available  
28 for a court to review a private arbitration award. We have

1 previously recognized that a private arbitration award may be  
2 reviewed under two common-law grounds:

- 3 (1) the award is arbitrary, capricious, or  
4 unsupported by the arbitration agreement; or  
5 (2) the arbitrator manifestly disregarded the law.

6 *See Clark County Education Association v. Clark County School District*, 122 Nev. 337,  
7 339, 131 P.3d 5, 7 (2006)

8 As Defendants/Appellants will argue and ultimately brief in their appellate brief, it  
9 is their position that the arbitrator's findings and his issuance of an arbitration award  
10 were not consistent with the fact that the case was not arbitrated. Because the case was  
11 not arbitrated, the judgment on the arbitration award should not have been entered.  
12 Defendants/Appellants will further argue that the arbitrator (mediator in this case),  
13 consciously disregarded the fact that an arbitration award is not proper in a case that was  
14 merely mediated, not arbitrated. Defendants/Appellants respectfully request the  
15 opportunity to submit to the Court a brief on these issues.  
16

17 **C. Defendants/Appellants notice of appeal is not deficient and**  
18 **Defendants/Appellants have filed a Cost Bond pursuant to NRAP 7.**

19 Attached to this Opposition as Exhibit "5" is the Amended Case Appeal Statement.  
20 The Notice of Filing Cost Bond was filed in the District Court on July 31, 2007. (See  
21 Notice of Posting Cost Bond attached hereto as Exhibit "6.")  
22  
23  
24  
25  
26  
27  
28

1 **CONCLUSION**

2 Based on the foregoing, Defendants/Appellants respectfully request an order  
3 denying Respondent's Motion to Dismiss.

4 DATED this 13<sup>th</sup> day of August, 2007.

5 COHEN, JOHNSON & DAY

6  
7  
8 By 

9 STEVEN L. DAY, ESQ.  
10 Nevada Bar No. 3708  
11 1060 Wigwam Parkway  
12 Henderson, NV 89074  
13 Attorneys for Appellants

14 **CERTIFICATE OF MAILING**

15 I HEREBY CERTIFY that on the 13<sup>th</sup> day of August, 2007, I served a copy of the  
16 foregoing OPPOSITION TO MOTION TO DISMISS, by causing a copy of the same to be  
17 deposited in the United States mail, postage prepaid, addressed as follows:

18 John Peter Lee, Esq.  
19 JOHN PETER LEE, LTD.  
20 830 Las Vegas Blvd. South  
21 Las Vegas, NV 89101  
22 Attorneys for Respondent

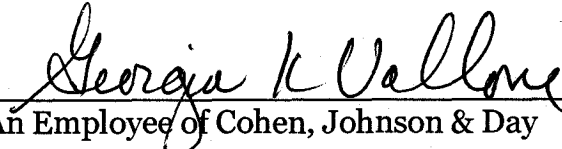
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27  
28   
An Employee of Cohen, Johnson & Day

Exhibit 1

ORIGINAL

*Shirley B. Panagiere*

Nov 8 3 11 PM '05

FILED

1 ACOM  
 2 JOHN PETER LEE, LTD.  
 3 JOHN PETER LEE, ESQ.  
 Nevada Bar No. 001768  
 4 MICHAEL A. REYNOLDS, ESQ.  
 Nevada Bar No.008631  
 5 830 Las Vegas Boulevard South  
 Las Vegas, Nevada 89101  
 (702) 382-4044 Fax: (702) 383-9950  
 Attorneys for Plaintiff

JOHN PETER LEE, LTD.  
 ATTORNEYS AT LAW  
 830 LAS VEGAS BLVD. SOUTH  
 LAS VEGAS, NEVADA 89101  
 Telephone (702) 382-4044  
 Telecopier (702) 383-9950

DISTRICT COURT

CLARK COUNTY, NEVADA

10 GHOLAMREZA ZANDIAN JAZI,  
 11 Plaintiff,

CASE NO.: A511131  
 DEPT. NO.: XIII

12 v.

**EXEMPTION FROM  
 ARBITRATION**  
 (ACTION IN EQUITY SEEKING  
 INJUNCTIVE RELIEF)

13 RAY KOROGHLI, individually, FARIBORZ FRED  
 14 SADRI, individually, and as Trustee of the Star  
 Living Trust, WENDOVER PROJECT, LLC, a  
 Nevada limited liability company; BIG SPRING  
 15 RANCH, LLC, a Nevada limited liability company,  
 and NEVADA LAND AND WATER  
 16 RESOURCES, LLC, a Nevada limited liability  
 company,

17 Defendants.

DATE: N/A  
 TIME: N/A

18 1334.022860-maf

FIRST AMENDED COMPLAINT

21 COMES NOW the Plaintiff, Gholamreza Zandian Jazi ("Zandian") by and through his  
 22 counsel, John Peter Lee, Ltd. and as and for a First Amended Complaint against the Defendants, and  
 23 each of them, alleges as follows:

- 24 1. Zandian is a resident of the State of California.
- 25 2. Defendant Ray Koroghli ("Koroghli") is a resident of the State of Nevada.
- 26 3. Defendant Fariborz Fred Sadri ("Sadri") is a resident of the State of Nevada and is

27 also the Trustee of the Star Living Trust.

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28

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ATTORNEYS AT LAW  
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Telephone (702) 382-4044  
Telecopier (702) 383-9950

1           4.       Wendover Project, LLC, Big Spring Ranch, LLC and Nevada Land and Water  
2 Resources, LLC are named as Defendants in these proceedings so that total and complete relief can  
3 be given to Zandian.

4           5.       Zandian and the individual Defendants entered into a Joint Venture Agreement within  
5 the past three years which created a fiduciary relationship between them, and which provided that  
6 Zandian would look for and find unimproved Nevada real estate and negotiate a price below market  
7 value. Zandian and the individual Defendants agreed to form Nevada Limited Liability Companies  
8 to buy the land with the agreement that all would contribute either time, money, effort or knowledge  
9 in that acquisition and that each of them would be a Managing Member and all would share in the  
10 management decisions and in the acquisition, development, sale and division of profits from the sale  
11 of those properties.

12           6.       Zandian complied with the oral and written agreements and found three (3) parcels  
13 of unimproved real property in the State of Nevada ranging from 320 to 35,000 acres for each parcel,  
14 and negotiated a below market purchase price from \$95,000 to \$12 million for each parcel. He  
15 additionally caused transfer of the unimproved real property into three (3) separate entities here  
16 named as Defendants, and he likewise did all of the other acts required of him in conformity with  
17 the agreements referred to above. The legal descriptions of the properties are attached hereto as  
18 composite Exhibit "A."

19           7.       Zandian received an interest in each of the entities, and became a Member and a Co-  
20 Manager with the individual Defendants in each of those entities.

21           8.       Each of the individual Defendants breached the oral and written agreements,  
22 including the Operating Agreement for each entity, and likewise breached the implied covenant of  
23 good faith and fair dealing and violated his fiduciary duties as co-partner and joint venturer with  
24 Zandian and as Manager and Member of each entity and then proceeded to slander and defame  
25 Zandian with accusations of acts constituting felonious conduct against the laws of the United States.

26           9.       The individual Defendants acting together, and in consort, wrongfully, secretly and  
27 with intent to cause harm to Zandian and in conscious disregard of his rights and converted to  
28 themselves his rights and benefits in the entities and further intimidated him by their defamatory

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1 statements, which was designed to discourage him from pursuing his rights described in this  
2 Complaint, and specifically the Defendants did the following acts:

3 (a) The individual Defendants redrafted the Operating Agreements of the entities  
4 without Zandian's knowledge and consent and thereby eliminated provisions which thereby reduced  
5 and diminished his rights to co-manage the entities.

6 (b) The individual Defendants sold land in Wendover, Nevada held by Wendover  
7 Project, LLC for a sum in excess of \$5 million without Zandian's prior knowledge, authority or  
8 consent being sought or obtained from Zandian in violation of their oral and written agreements.  
9 Additionally, the individual Defendants disposed of the sale proceeds, but failed to divide the profits  
10 with Zandian or pay him \$100,000 due him by agreement.

11 (c) The individual Defendants published letters and E-mails containing  
12 defamatory statements about Zandian falsely accusing him of engaging in acts constituting felonies  
13 and further enlisting their attorney Craig K. Perry, Esq. to disseminate those statements, none of  
14 which are privileged. The statements made as described were additionally circulated to friends,  
15 relatives and business associates and thereby caused Zandian harm and embarrassment. (See, letters  
16 attached as Exhibit "B").

17 (d) The individual Defendants refused to allow or permit Zandian and his counsel  
18 access to the books and records which they had in the entities despite written demand conveyed to  
19 them by virtue of Exhibit "C" attached to this Complaint.

20 (e) Zandian and Defendants Koroghli and Sadri purchased 4,485 acres in Washoe  
21 County described in Exhibit "D" attached hereto, for \$1,000,000.00 and each owns an undivided  
22 1/3 interest in the Property.

23 Pursuant to NRS 39.010 Plaintiff seeks an Order from this Court that the  
24 Property be partitioned or sold and the proceeds distributed according to the interests of the parties.

25 Zandian gave a Deed of Trust in the amount of \$333,996.56 to Sadri as  
26 Trustee of the Star Living Trust for his share of purchase price. Defendants agreed with Zandian that  
27 the Note would be not be due until proceeds from the sale of this and other properties was  
28 distributed.



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1 Defendants are in breach of this agreement by attempting to foreclose on said  
2 Deed of Trust prematurely.

3 (f) Zandian and Sadri agreed that Zandian would be paid 25% of all amounts over  
4 \$6,000,000.00 received from the sale of certain property in Clark County, owned by Sadri. Sadri  
5 denies that he is obligated to pay any amount to Zandian.

6 A dispute and controversy has arisen between the parties concerning their  
7 respective rights. Plaintiff requests a judicial determination concerning the parties' rights with  
8 respect to this dispute and a declaratory judgment that Plaintiff is entitled to receive 25% of all  
9 amounts over \$6,000,000.00 received from the sale of said property by Sadri.

10 10. Zandian's remedy at law is inadequate to compensate him for the damages which will  
11 result from the improper foreclosure of his real property interest, and Zandian is entitled to an  
12 injunction to prevent the sale and to further prevent further defamatory statements which have been  
13 made and are ongoing and which would otherwise require a multiplicity of suits to compensate him.

14 11. Zandian suffers and will continue to suffer monetary loss in amount in excess of  
15 \$10,000 and also is entitled to punitive damages because of the actions of the individual Defendants  
16 which were done intentionally with conscious disregard of his rights and benefits.

17 12. Pursuant to NRS 32.010 Zandian is likewise entitled to the appointment of a Receiver  
18 for each of the Defendant entities which is necessary to prevent the individual Defendants from  
19 mismanaging the affairs of the entities and from secreting cash income and hiding the books and  
20 records which by law and the Operating Agreements of the entities were required to be produced to  
21 Zandian and his counsel on demand.

22 **ATTORNEYS' FEE**

23 In order to bring this action, Zandian has been required to retain the services of John Peter  
24 Lee, Ltd. and is entitled to a fee for the services so rendered by his attorneys.

25 WHEREFORE, Zandian prays for judgment against the Defendants and each of them as  
26 follows:

- 27 1. For actual damages of more than \$10,000;  
28 2. For punitive damages over \$10,000;

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- 1 3. For injunctive relief as asserted in this Complaint;
- 2 4. For the appointment of a Receiver;
- 3 5. For attorneys fees and costs;
- 4 6. Such other and further relief as this Court deems just and proper.

5 DATED this 7<sup>th</sup> day of November, 2005.

6 JOHN PETER LEE, LTD.

7  
8 BY: 

9 JOHN PETER LEE, ESQ.  
10 Nevada Bar No. 001768  
11 MICHAEL A. REYNOLDS, ESQ.  
12 Nevada Bar No. 008631  
13 830 Las Vegas Boulevard South  
14 Las Vegas, Nevada 89101  
15 Ph: (702) 382-4044 Fax: (702) 383-9950  
16 Attorneys for Plaintiff

17 **CERTIFICATE OF SERVICE**

18 I HEREBY CERTIFY that I am an employee of John Peter Lee, Ltd. and that on the 8<sup>th</sup> day  
19 of November, 2005, pursuant to the amendment of the Eighth Judicial District Court Rule 7.26, I  
20 served by facsimile transmission, and by enclosing it in a sealed envelope upon which first class  
21 postage was fully prepaid, a copy of the **FIRST AMENDED COMPLAINT** in the above captioned  
22 matter to the following:

23 John M. Netzorg, Esq.  
24 2810 W. Charleston Blvd., #81  
25 Las Vegas, NV 89102  
26 Attorneys for Defendants,  
27 RAY KOROGLI, FARIBORZ FRED SADRI  
28 FAX: 878.1255

A copy of the facsimile transmission confirmation is attached to the original. There is regular communication by mail between the place of mailing and the place so addressed.

  
An Employee of JOHN PETER LEE, LTD.



**Exhibit "B"**  
**Big Springs Ranch Property**

County	APN #	Twn	Rng	Sec	Aliquot Parts	Acres
Elko	008-530-001	34N	66E	01	All except 0.23 Ac conv to WPR Co.	640.37
Elko	008-530-001	34N	66E	03	All	643.64
Elko	008-530-001	34N	66E	04	Lots 3 and 4, S/2 NW/4, SW/4 (W/2)	319.92
Elko	008-530-001	34N	66E	06	All	638.12
Elko	008-530-001	34N	66E	09	All	640.00
Elko	008-530-001	34N	66E	11	All	640.00
Elko	008-530-001	34N	66E	15	All	640.00
Elko	008-540-001	35N	66E	01	All	666.40
Elko	008-540-001	35N	66E	02	Lots 3 and 4, S/2 NW/4, SW/4 (W/2)	331.44
Elko	008-540-001	35N	66E	03	All	665.12
Elko	008-540-001	35N	66E	09	All	640.00
Elko	008-540-001	35N	66E	10	E/2 E/2	160.00
Elko	008-540-001	35N	66E	11	All	640.00
Elko	008-540-001	35N	66E	13	All	640.00
Elko	008-540-001	35N	66E	14	W/2 W/2	160.00
Elko	008-540-001	35N	66E	15	All	640.00
Elko	008-540-001	35N	66E	21	All	640.00
Elko	008-540-001	36N	66E	22	NE/4, SE/4 NW/4, N/2 SE/4, SW/4 SE/4, SE/4 SW/4	360.00
Elko	008-540-001	35N	66E	23	All	640.00
Elko	008-540-001	35N	66E	25	All	640.00
Elko	008-540-001	35N	66E	27	All	640.00
Elko	008-540-001	35N	66E	28	SE/4, SE/4 NE/4	200.00
Elko	008-540-001	35N	66E	33	All	640.00
Elko	008-540-001	35N	66E	34	W/2	320.00
Elko	008-540-001	36N	66E	35	All	640.00
Elko	008-550-001	36N	66E	01	All	642.24
Elko	008-550-001	36N	66E	11	All less 70.23 In I-80 RW	569.77
Elko	008-550-001	36N	66E	13	All	640.00
Elko	008-550-001	36N	66E	15	All	640.00
Elko	008-550-001	36N	66E	21	E/2	320.00
Elko	008-550-001	36N	66E	22	W/2 NW/4, S/2	400.00
Elko	008-550-001	36N	66E	23	All	640.00
Elko	008-550-001	36N	66E	25	All	640.00
Elko	008-550-001	36N	66E	26	W/2 W/2	160.00
Elko	008-550-001	36N	66E	27	All	640.00
Elko	008-550-001	36N	66E	28	E/2 E/2, W/2 SE/4 less 4.50 Ac to Easement in SE/4 SW/4, SW/4 SE/4	235.50
Elko	008-550-001	36N	66E	33	All	640.00
Elko	008-550-001	36N	66E	34	All	640.00
Elko	008-550-001	36N	66E	35	All	640.00
Elko	008-560-004	37N	66E	25	All less 15.22 Ac SR-30 RW	624.78
Elko	008-560-004	37N	66E	27	SE/4 SE/4	40.00
Elko	008-560-004	37N	66E	35	All	625.34
Elko	008-570-011	38N	66E	23	Pin 200' south of the CPRR centerline	588.06
Elko	008-570-011	38N	66E	25	Pin 200' south of the CPRR centerline except 6.44 Ac in N/2 for Wye Inlet	591.44
Elko	010-090-001	34N	67E	01	All	638.80
Elko	010-090-001	34N	67E	03	All	638.04
Elko	010-090-001	34N	67E	05	All	638.08
Elko	010-090-001	34N	67E	07	E/2 and pin of W/2 NE/4 of No. Nevada Railroad Co.; 0.23 Ac conv to WPR Co.; and 12.79 Ac conv to Nevada Northern Railroad Co.	366.98
Elko	010-090-001	34N	67E	09	All	640.00
Elko	010-090-001	34N	67E	11	All	640.00
Elko	010-090-001	34N	67E	13	All	640.00
Elko	010-090-001	34N	67E	15	All	640.00
Elko	010-090-001	34N	67E	17	All	640.00
Elko	010-090-001	34N	67E	19	All	306.35
Elko	010-090-001	34N	67E	21	N/2	320.00
Elko	010-090-001	34N	67E	22	All	640.00
Elko	010-090-001	34N	67E	23	N/2	320.00
Elko	010-090-003	34N	67E	07	Pin of the E/2 W/2 west of the NNRR RW	46.98
Elko	010-110-001	36N	67E	07	All except 12.70 Ac conv to Northern Nevada Railroad Co.	618.98
Elko	010-110-001	36N	67E	19	All except 12.08 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	01	Pin 200' south of the CPRR centerline less 12.76 Ac to SR-30 RW	589.64
Elko	010-120-001	37N	67E	05	Pin 200' south of the CPRR centerline	604.67
Elko	010-120-001	37N	67E	09	NW/4, S/2 less 6.70 Ac conv to Northern Nevada Railroad Co. and 16.18 Ac to SR-30 RW	458.20
Elko	010-120-001	37N	67E	11	Pin 200' south of the CPRR centerline less 11.07 Ac to SR-30 RW	611.42
Elko	010-120-001	37N	67E	17	All less 16.33 Ac to SR-30 RW	623.67
Elko	010-120-001	37N	67E	19	All	628.68
Elko	010-130-001	38N	67E	31	Pin 200' south of the CPRR centerline	594.40
Elko	010-320-001	35N	68E	07	All except 21.26 Ac conv to Western Pacific Railroad Co. less 45.33 to I-80 RW	614.35
Elko	010-320-001	35N	68E	17	All north of the WPRR centerline, and all south of the WPRR centerline less 6.89 Ac to I-80 RW	521.86

Total Acreage (Approximate): 37,538.77

**EXHIBIT 'B'**

Those certain water rights which are appurtenant to certain real property located in Elko County, Nevada designated as follows:

**CERTIFICATED WATER RIGHTS**

Number 20489

Number 27877

**PERMITTED WATER RIGHTS**

Number 53018

Number 53019

Number 58144\*

Number 58145

Number 58146

Number 58147

Only that portion of Application Number 58144 equaling 820.80 acre feet will transferred to the Buyer, the balance of the Application will be retained on the Big Springs Ranch for use in accordance with the ranch operation.

**Exhibit "A"**  
**Big Springs Ranch Water Rights**

Application #	Certificate #
<b>Certificated Water Rights:</b>	
4552	509
4558	512
4559	513
4562	516
5422	979
13469	3990
13471	3992
20858	6044
22372	6652
38988	11364
38992	14807
38993	14200
38998	14201
39429	11366
40810	11367
40811	11368
40812	11369
53021	15420
62703	15545
<b>Permitted Water Rights:</b>	
53020	-
58142	-
58143	-
58144	-
58148	-

Application #	Certificate #
<b>Vested Water Rights:</b>	
V03233	-
V03300	-
V03301	-
V03302	-
V03303	-
V03305	-
V04692	-
V05318	-
<b>Pending Water Rights Applications:</b>	
52307	-
52308	-
<b>Other Water Rights:</b>	
2210	440
18310	5831
25350	-
28587	-
35898	-
38996	-
38999	-
39111	-
39112	-
39428	-
46188	-

*G* *1/19* R.K.

**EXHIBIT "B"**  
**Big Springs Ranch Grazing Permit**

- Allotment 04306 - Big Springs



any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded February 22, 1991 in Book 3216, Page 526 as Document No. 1461483 of Official Records.

**PARCEL C:**  
A.P.N. 079-150-13

The Northeast  $\frac{1}{4}$ ; South  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$ ; South  $\frac{1}{2}$  of Section 27,  
Township 21 North; Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 09, 1990 in Book 3019, Page 756 as Document No. 1373452 of Official Records.

**PARCEL D:**  
A.P.N. 084-040-02

Section 5, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such





use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded February 22, 1991 in Book 3216, Page 526 as Document No. 1461483 of Official Records.

**PARCEL E:**  
A.P.N. 084-040-04

Section 3, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL F:**  
A.P.N. 084-040-06

Section 1, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection



therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL G:**  
A.P.N. 084-040-10

The North 1/2 and the North 1/2 of the Northwest 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4 and the North 1/2 of the Northeast 1/4 of the Southwest 1/4 and the North 1/2 of the Northwest 1/4 of the Southeast 1/4, all in Section 11, Township 20 North, Range 23 East, M.D.B.&M.

ALSO EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL H:**  
A.P.N. 084-130-07

The Northwest 1/4 and the North 1/2 of the Southwest 1/4 and Government Lot 1 in the Southwest 1/4 of Section 15, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with

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88/66/2983  
18 of 18

any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL I:**

A.P.N. 084-140-17

The Northeast  $\frac{1}{4}$  of Section 15, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

Order No.: 03011167

*Wendover property*

**LEGAL DESCRIPTION**

The land referred to herein is situated in the State of Nevada, County of ELKO COUNTY, described as follows:

**PARCEL 1:**

TOWNSHIP 32 NORTH, RANGE 69 EAST, M.D.B.&M.

Section 1: Lots 1, 2 and 3; S1/2N1/2; S1/2;  
 Section 2: S1/2N1/2; S1/2;

TOWNSHIP 33 NORTH, RANGE 69 EAST, M.D.B.&M.

Section 1: S1/2;  
 Section 12: All;  
 Section 25: All;  
 Section 35: N1/2; N1/2S1/2;  
 Section 36: N1/2; N1/2SW1/4; SE1/4; SE1/4SW1/4;

TOWNSHIP 32 NORTH, RANGE 70 EAST, M.D.B.&M.

Section 6: Lots 4, 6, 7, 10, 12 and 13; SW1/4NW1/4;

TOWNSHIP 33 NORTH, RANGE 70 EAST, M.D.B.&M.

Section 8: Lots 2, 3, 4, 5, 6, 9 and 11;  
 Section 9: SE1/4SE1/4; N1/2SW1/4SW1/4SE1/4; E1/2SW1/4SE1/4;  
 Section 10: Lot 4;  
 Section 15: Lots 12, 13, 15, 18, 20, 23, 24, 25, 26,  
 28, 29 and 30; NE1/4SW1/4SE1/4NW1/4;  
 E1/2SE1/4SE1/4NW1/4; NW1/4SE1/4SE1/4NW1/4;  
 Section 16: N1/2NE1/4NE1/4NE1/4;  
 Section 17: S1/2S1/2;  
 Section 19: All;  
 Section 20: Lots 2, 3, 6 and 11; NW1/4NE1/4; N1/2SW1/4NE1/4;  
 SE1/4SW1/4NE1/4; N1/2SW1/4SW1/4NE1/4; NW1/4;  
 N1/2SW1/4; SW1/4SW1/4;  
 Section 21: Lot 2;  
 Section 29: Lots 3, 5 and 8; NW1/4NW1/4;  
 Section 30: Lots 2 and 3; NE1/4; W1/2; W1/2SE1/4;  
 Section 31: Lots 2, 4, 5, 8, 10 and 11; NW1/4; W1/2SW1/4;

EXCEPTING FROM Sections 9, 10 and 16, Parcels 1, 2, 3 and 4 as shown on Parcel Map for Big Springs Land & Resource Co., filed in the Office of the Elko County Recorder on July 16, 2002 as

Continued on next page

Order No. 03011167

File Number 485646.

PARCEL 2:

Parcel 1, 2 and 4 as shown on that certain Parcel Map for Big Springs Land & Resource Co. filed in the office of the County Recorder of Elko County, State of Nevada, on July 16, 2002, as File No. 485646, being a portion of Sections 9, 10 and 16, Township 33 North, Range 70 East, M.D.B.&M..

EXCEPTING FROM Parcels 1 and 2 all the oil and gas and geothermal resources in the lands so patented as reserved by the UNITED STATES OF AMERICA in Patent recorded May 26, 1999 in Book 1100, Page 615, Official Records, Elko County, Nevada.

FURTHER EXCEPTING FROM Parcels 1 and 2 those portions lying within the railroad right-of-ways.

PARCEL 3:

TOWNSHIP 33 NORTH, RANGE 70 EAST, M.D.B.&M.

Section 20: Lots 8 and 9; S1/2SW1/4SW1/4NE1/4;

Section 29: Lot 2;

EXCEPTING THEREFROM all the oil and gas and geothermal resources in the lands so patented as reserved by the UNITED STATES OF AMERICA in Patent recorded August 15, 2003 in Book 3, Page 45700, Official Records, Elko County, Nevada.

### LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada, County of ELKO COUNTY, described as follows:

**PARCEL 1:**

TOWNSHIP 34 NORTH, RANGE 67 EAST, M.D.B.&M.

Section 1: All;  
Section 3: All;  
Section 9: All;  
Section 11: All;  
Section 13: All;  
Section 15: All;  
Section 17: All;  
Section 19: Lots 1 and 2; E1/2NW1/4; NE1/4;

EXCEPTING THEREFROM all that portion of said land as conveyed to Nevada Northern Railway Company in Deed recorded February 7, 1906 in Book 28, Page 617, Deed Records, Elko County, Nevada.

Section 21: N1/2;  
Section 22: All;  
Section 23: N1/2;

EXCEPTING FROM Section 22, TOWNSHIP 34 NORTH, RANGE 67 EAST, M.D.B.&M., all the coal and other valuable minerals in the lands so granted as reserved by The United States of America in Patent recorded June 28, 1946 in Book 8, Page 413, Patent Records, Elko County, Nevada.

FURTHER EXCEPTING FROM all of Parcel 1 all right, title and interest to coal, oil, gas and other minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Russell Wilkins, et ux, et al, in Deed recorded December 10, 1946 in Book 55, Page 63, Deed Records, Elko, Nevada.

FURTHER EXCEPTING FROM Section 22, TOWNSHIP 34 NORTH, RANGE 67 EAST, M.D.B.&M., an undivided 1/2 interest in and to all gas, oil, petroleum, minerals and/or mineral rights, lying in and under said land, as reserved by Theodore E. Smith and Pearl Smith, his wife, in Deed recorded August 15, 1958 in Book 74, Page 181, Deed Records, Elko County.

**PARCEL 2:**

Continued on next page

TOWNSHIP 35 NORTH, RANGE 66 EAST, M.D.B.&M.

Section 1: All;  
Section 3: All;  
Section 9: All;  
Section 11: All;  
Section 13: All;  
Section 15: All;  
Section 21: All;  
Section 23: All;  
Section 25: All;  
Section 27: S1/2;  
Section 33: All;  
Section 35: All;

EXCEPTING THEREFROM Parcel 2 all petroleum, oil, natural gas, and products derived therefrom, lying in and under said land or that may be produced therefrom, as reserved by Southern Pacific Land Company in Deed recorded August 1, 1949 in Book 57, Page 126, Deed Records, Elko County, Nevada.

PARCEL 3:

TOWNSHIP 35 NORTH, RANGE 68 EAST, M.D.B.&M.

Section 7: All;

EXCEPTING THEREFROM all that portion of said land as conveyed to Western Pacific Railway Company in Deed recorded February 19, 1909 in Book 31, Page 71, Deed Records, Elko County, Nevada.

Section 17: All that portion lying northerly of a line parallel with and one hundred (100) feet northerly of the center center line of Western Pacific Railway Company's railroad known as Arnold "L-1" or "3%" line and all that portion lying southerly of a line parallel with and one hundred (100) feet southerly of the center line of Western Pacific Railway Company's railroad known as "R-2" or "4%" line, which railroad rights of way were conveyed to Western Pacific Railway Company by Deed No. 126-F, dated November 27, 1908, and recorded February 19, 1909 in Book 31, Page 71, and Deed No. 188-F, dated June 30, 1910, and recorded September 10, 1910 in Book 32, Page 319, Deed Records, Elko County, Nevada.

Continued on next page

EXCEPTING FROM Parcel 3 all that portion of said land as conveyed to the State of Nevada, acting by and through its Department of Highways in Deed recorded September 7, 1973 in Book 184, Page 44 and recorded June 24, 1976 in Book 230, Page 377, Official Records, Elko County, Nevada, portions of which have been relinquished by Resolution Relinquishing portion of Highway Right of Way recorded October 11, 1985 in Book 504, Page 308, Official Records, Elko County, Nevada.

FURTHER EXCEPTING FROM Parcel 3 all right, title and interest to coal, oil, gas and other minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Russell Wilkins, et ux, et al, in Deed recorded December 10, 1946 in Book 55, Page 63, Deed Records, Elko County, Nevada.

PARCEL 4:

TOWNSHIP 38 NORTH, RANGE 67 EAST, M.D.B.&M.

Section 31: All that portion lying southwesterly of a line two hundred (200) feet southwesterly and parallel with the center line of Central Pacific Railway Company's railroad as now constructed ;

EXCEPTING FROM Parcel 4 all right, title and interest to coal, oil, gas and other minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Russell Wilkins, et ux, et al, in Deed recorded December 10, 1946 in Book 55, Page 63, Deed Records, Elko County, Nevada.

PARCEL 5:

TOWNSHIP 36 NORTH, RANGE 67 EAST, M.D.B.&M.

Section 7: All;  
Section 19: All;  
Section 31: All;

EXCEPTING FROM Parcel 5 all that portion of said land as conveyed to Nevada Northern Railway Company in Deed recorded February 7, 1906 in Book 28, Page 617, Deed Records, Elko County, Nevada.

FURTHER EXCEPTING FROM Section 19 all that portion of said land as conveyed to the State of Nevada, acting by and through its  
Continued on next page



Department of Highways, in Deed recorded September 7, 1973 in Book 184, Page 44, Official Records, Elko County, Nevada, portions of which have been relinquished by Resolution Relinquishing Portion of Highway Right-of-Way recorded October 11, 1985 in Book 504, Page 308, Official Records, Elko County, Nevada.

FURTHER EXCEPTING FROM Parcel 5 all right, title and interest to coal, oil, gas and other minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Russell Wilkins, et ux, et al, in Deed recorded December 10, 1946 in Book 55, Page 63, Deed Records, Elko County, Nevada.

PARCEL 6:

TOWNSHIP 37 NORTH, RANGE 67 EAST, M.D.B.&M.

Section 1: That portion lying southeasterly of a line two hundred (200) feet southeasterly and parallel with the center line of Central Pacific Railway Company's railroad, as now constructed;

Section 5: That portion lying southwesterly of a line two hundred (200) feet southwesterly and parallel with the center line of Central Pacific Railway Company's railroad, as now constructed;

Section 9: NW1/4; S1/2;

EXCEPTING FROM Section 9 all that portion of said land as conveyed to Nevada Northern Railway Company in Deed recorded February 7, 1906 in Book 28, Page 617 and recorded November 15, 1912 in Book 34, Page 130, Deed Records, Elko County, Nevada.

Section 11: That part lying southeasterly of a line two hundred (200) feet southeasterly and parallel with the center line of Central Pacific Railway Company's railroad as now constructed;

Section 17: All;

Section 19: All;

EXCEPTING FROM Parcel 6 all right, title and interest to coal, oil, gas and other minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Russell Wilkins, et ux, et al, in Deed recorded December 10, 1946 in Book 55, Page 63, Deed Records, Elko County, Nevada.

Continued on next page

Order No. 0301278

PARCEL 7:

TOWNSHIP 37 NORTH, RANGE 66 EAST, M.D.B.&M.

Section 25: All;  
Section 27: SE1/4SE1/4;  
Section 35: All;

TOWNSHIP 38 NORTH, RANGE 66 EAST, M.D.B.&M.

Section 23: That portion southwesterly of a line parallel with and two hundred (200) feet distant southwesterly of center line of Central Pacific Railway Company's railroad as now constructed;  
Section 25: That part southwesterly of a line parallel with and two hundred (200) feet distant southwesterly of center line of Central Pacific Railway Company's railroad as now constructed;

EXCEPTING FROM Section 25 a parcel of land in the north half of said Section 25, containing 6.44 acres for Central Pacific Railway Company's Wye track.

FURTHER EXCEPTING FROM Parcel 7 all petroleum, oil, natural gas, and products derived therefrom, lying in and under said land or that may be produced therefrom, as reserved by Southern Pacific Land Company in Deed recorded August 1, 1949 in Book 57, Page 126, Deed Records, Elko County, Nevada.

PARCEL 8:

TOWNSHIP 34 NORTH, RANGE 66 EAST, M.D.B.&M.

Section 3: All;  
Section 5: All;  
Section 9: All;  
Section 15: All;

TOWNSHIP 36 NORTH, RANGE 66 EAST, M.D.B.&M.

Section 1: All;  
Section 11: All;

EXCEPTING FROM Section 11 all that portion of said land condemned to the State of Nevada by Final Order of Condemnation recorded

Continued on next page

August 22, 1973 in Book 182, Page 625, Official Records, Elko County, Nevada.

Section 13: All;

EXCEPTING FROM Section 13 all that portion of said land as conveyed to the State of Nevada, acting by and through its Department of Highways, in Deed recorded September 7, 1973 in Book 184, Page 44, Official Records, Elko County, Nevada.

Section 15: All;

Section 23: All;

Section 25: All;

EXCEPTING FROM Parcel 8 all petroleum, oil, natural gas and products derived therefrom, lying in and under said land or that may be produced therefrom, as reserved by Southern Pacific Land Company in Deed recorded August 1, 1949 in Book 57, Page 126, Deed Records, Elko County, Nevada.

PARCEL 9:

TOWNSHIP 36 NORTH, RANGE 66 EAST, M.D.B.&M.

Section 35: All;

EXCEPTING FROM Parcel 9 all petroleum, oil, natural gas, and products derived therefrom, as reserved by Southern Pacific Land Company in Deed recorded August 1, 1949 in Book 57, Page 126, Deed Records, Elko County, Nevada.

PARCEL 10:

TOWNSHIP 34 NORTH, RANGE 66 EAST, M.D.B.&M.

Section 4: Lots 3 and 4; S1/2NW1/4; SW1/4;

EXCEPTING THEREFROM all minerals, mineral rights, gas, oil, coal and other hydrocarbons, in, under or upon said property or that may in any way be produced therefrom as reserved by W.J. Thomas and Grace L. Thomas, his wife, in Deed recorded January 23, 1959 in Book 75, Page 376, Deed Records, Elko County, Nevada.

PARCEL 11:

Continued on next page

TOWNSHIP 35 NORTH, RANGE 66 EAST, M.D.B.&M.

Section 2: Lots 3 and 4; S1/2NW1/4; SW1/4;  
Section 10: E1/2E1/2;  
Section 14: W1/2W1/2;  
Section 22: NE1/4; SE1/4NW1/4; N1/2SE1/4; SW1/4SE1/4; SE1/4SW1/4;  
Section 27: N1/2;  
Section 28: SE1/4; SE1/4NE1/4;

EXCEPTING FROM Parcel 11 all right, title and interest to coal, oil, gas and other minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Russell Wilkins, et ux, et al, in Deed Recorded December 10, 1946 in Book 55, Page 63, Deed Records, Elko County, Nevada.

PARCEL 12:

TOWNSHIP 36 NORTH, RANGE 66 EAST, M.D.B.&M.

Section 21: E1/2;  
Section 22: W1/2NW1/4; S1/2;  
Section 26: W1/2W1/2;  
Section 27: All;  
Section 28: E1/2E1/2; W1/2SE1/4;

EXCEPTING AND RESERVING THEREFROM the following described land:

Beginning at a point from which the Southwest Corner of Section 28, TOWNSHIP 36 NORTH, RANGE 66 EAST, M.D.B.&M., bears South 84°52' West, 2,519.9 feet distant;

THENCE North 25°20' East, 486.81 feet;

THENCE South 64°40' East, 303.07 feet;

THENCE South 25°21' West, 140.51 feet;

THENCE South 64°40' East, 140.00 feet;

THENCE South 25°20' West, 346.30 feet;

THENCE North 64°40' West, 443.07 feet;

Section 33: All;  
Section 34: All;

Continued on next page

Order No. 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 I. Thomas, his wife, in Deed recorded January 23, 1959 in Book 75, Page 376, Deed Records, Elko County, Nevada.

PARCEL 14:

TOWNSHIP 34 NORTH, RANGE 67 EAST, M.D.B.&M.

Section 5: All;

Section 7: All;

EXCEPTING THEREFROM all that portion of said land as conveyed to Nevada Northern Railway Company, in Deed recorded February 7, 1906 in Book 28, Page 617, Deed Records, Elko County, Nevada.

FURTHER EXCEPTING THEREFROM all that portion of said land as conveyed to Western Pacific Railway Company in Deed recorded February 19, 1909 in Book 31, Page 71, Deed Records, Elko County, Nevada.

FURTHER EXCEPTING THEREFROM that portion of the W1/2W1/2 lying west of the Nevada Northern Railroad as conveyed to Gordon Griswold and Kitty Griswold, his wife, in Deed recorded August 14, 1946 in Book 54, Page 354, Deed Records, Elko County, Nevada.

FURTHER EXCEPTING FROM all of Parcel 14 all right, title and interest to coal, oil, gas and other minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Russell Wilkins, et ux, et al, in Deed recorded December 10,

Continued on next page

Order No. 0301278

1946 in Book 55, Page 63, Deed Records, Elko, Nevada.

PARCEL 15:

TOWNSHIP 34 NORTH, RANGE 66 EAST, M.D.B.&M.

Section 1: All;

EXCEPTING THEREFROM all that portion of said land as conveyed to Western Pacific Railway Company in Deed recorded February 19, 1909 in Book 31, Page 71, Deed Records, Elko County, Nevada.

Section 11: ALL;

EXCEPTING FROM Parcel 15 all petroleum, oil, natural gas and products derived therefrom, lying in and under said land or that may be produced therefrom, as reserved by Southern Pacific Land Company in Deed recorded August 1, 1949 in Book 57, Page 126, Deed Records, Elko County, Nevada.

FURTHER EXCEPTING FROM all of the above described land those portion lying within the railroad right-of-way.



CRAIG K. PERRY & ASSOCIATES

September 1, 2005

RESENT VIA FAX: 9/7/05

John Peter Lee  
John Peter Lee, Ltd.  
830 Las Vegas Boulevard South  
Las Vegas, NV 89101

RECEIVED  
SEP - 03 2005  
JOHN PETER LEE, LTD.

RE: Wendover Project, LLC  
Your Client: Gholamreza Zandian Jazi

Dear Mr. Lee:

Yesterday morning, Mr. Sadri faxed me over a copy of your letter dated August 25, 2005. I have been asked to respond on behalf of Wendover Project, LLC, and the managing members, Ray Koroghli and Faribouz "Fred" Sadri, Trustee, Star Living Trust (hereafter referred to as "Mr. Sadri").

Mr. Sadri and Mr. Koroghli have indicated to me that under normal circumstances a reasonable request for inspection of company records by a managing member in good standing would be accommodated. That situation is non-existent here.

Mr. Sadri and Mr. Koroghli have explained to me their latest findings concerning Mr. Jazi, and how he has abused sensitive company information, has made intentional misrepresentations while acting as if he represents the company, has not acted in the best interests of the company, and has failed to provide any of the promised consideration needed to become a functional, managing member of Wendover Project LLC. Since Messrs. Sadri and Koroghli seriously doubt that your client will come clean with you, they have asked me to prepare a list of his relevant wrongful acts. They tell me they are learning more about other wrongful acts with each passing day.

You should know also know that Mr. Jazi has admitted to them many of his faults and wrongdoings that they have uncovered, and has apologized--asking for more chances. These issues have been the topic of many discussions between them. Issues that serve as the basis for their denial of his view of company records are set forth below:

1. Illegal Presence in the United States; Wanted by Office of Homeland Security and INS. Messrs. Sadri and Koroghli have learned that as early as 1993, Mr. Jazi was indicted on charges of attempting export a controlled commodity, conspiracy, and making a false statement to the Commerce Department. See attached article from archives of the LA Times. Mr. Jazi disappeared rather than face the charges and go to trial. He allegedly fled the country, and returned only recently, illegally, without proper INS authorization. Mr. Jazi's illegal presence has been reported to both the INS in conjunction with the Department of Homeland Security. Other information obtained states he may have received jail time for other criminal misconduct. They expect him to be picked up and face deportation any day.

900 South Fourth Street  
Las Vegas, Nevada 89101  
702.228.4777 Telephone 702.384.5386 Fax

WFZ0956



John Peter Lee  
Sept. 1, 2005  
Page Two

Neither Messrs. Sadri nor Koroghli were aware of Mr. Jazi's criminal background at the time they became associated with him. He told them he was here legally and had a "Green Card."

You can imagine their shock and concern, as well as the ill will it has generated for the company when this information was recently discovered by Wendover officials (i.e., City Manager, Chris Melville was the first to find this out). The city has acted with greater caution and manifested heightened concern about this project on the remaining issues, such as water rights. The company's goodwill, and the reputations of Sadri and Koroghli, has been tarnished by their association with him.

The members of the LLC relied upon Mr. Jazi's false representations about his immigration status and non-criminal background in associating with him. Mr. Jazi continues to misrepresent himself and hides his true background to others, including the members and managing members of Wendover Project LLC, as well as to others he contacts without permission, misrepresenting himself as acting on behalf of Wendover Project LLC. He continues to use any sensitive Wendover Project LLC information he can to perpetuate his lies, luring away and misleading important investors, leads, and contacts.

2. Lack Of Consideration; Bogus Consideration. Mr. Jazi was going to contribute \$1 million towards the purchase of the land by selling foreign properties he allegedly owned. When it came time for him to pay, he failed to contribute any money towards making any of the payments. His involvement in Wendover Project LLC and status as a managing member was pre-conditioned upon his agreement to split the payment of costs and purchase of the property as consideration.

Mr. Zandian was supposed to have also provided \$3 million worth of consideration (i.e., stock ownership in one of his corporations) to John Hart towards the payment of the property. It turns out that the stock he transferred to Steve Hart was worthless, therefore bogus consideration. To date, Mr. Jazi has not put in a single into Wendover Project LLC. All he has ever given in this regard are hollow promises.

3. Unlawful Receipt of Real Estate Commission. Once Wendover Project bought the property from Pico Holding, Mr. Jazi received an illegal kickback commission of \$600,000 from the sellers. Attached are the checks. Mr. Jazi's receipt of this commission is regulated by and in violation of Nevada state law regarding the payment of such commissions; it diverted investor funds away from the LLC and inflated the purchase price; Mr. Jazi broke the law, breached his fiduciary duties, and put his own interests ahead of the company. The Nevada Department of Commerce has informed Mr. Sadri that the actions of Mr. Jazi are constitute serious violations of law and he faces violation charges. Messrs. Sadri and Koroghli are in possession of copies of the checks demonstrating the illegal commission he received, and they are attached for your reference.

John Peter Lee  
Sept. 1, 2005  
Page Three

Mr. Jazi, as a fraudulent inducement to rush the members of Wendover Project LLC into action, told them there was another buyer who was willing to pay \$25 million for the land being sold by Pico Holding. This turned out to be false information that induced the investors to act quickly and agree to a higher price that greatly benefitted Mr. Jazi.

3. Misuse of Company and Investor Information. Mr. Jazi has repeatedly used the name of Wendover Project LLC and the names of Messrs. Sadri and Koroghli with others, and has disclosed their sensitive financial information and misrepresented to other parties his authority to act on behalf of Wendover Project LLC. His attempts to obtain access to corporate information at this time is a subterfuge acquire more company information that he can use to harm the company and its members.

Next, Mr. Jazi took it upon himself to set up a second mailing address in violation of the one stated in the Operating Agreement, on behalf of Wendover Project LLC, without the permission or consent of Messrs. Sadri or Koroghli, and thereby received and diverted valuable business and trade opportunities and communiques addressed to Wendover Project LLC which has harmed the LLC, and prevented this LLC from profiting or benefitting from the information he is receiving at that address. No one has given him permission to do this.

On another occasion, Mr. Jazi contacted a valuable LLC investor, Mr. Abrishami, and caused him to invest in one of Mr. Jazi's personal projects. The diversion of this capital came at a time when the company faced capital needs to pay down a loan that Mr. Abrishami's money could have facilitated with paying down. This is but one more example of Mr. Jazi not acting in the best interests of this LLC.

Mr. Jazi has used multiple social security numbers to fraudulently hide his identity in violation of federal law, and he will not be given additional opportunities to steal the identities of other members by looking at the company records.

Finally, Mr. Jazi's misuse of sensitive company and personal information of the managing members has resulted in Mr. Jazi improperly furthering his own interests, illegally or otherwise, at the expense of the company and its members. There is every reason to suspect he has not changed and will continue to operate in this manner.

4. Website For LLC Created Without Permission and Containing Material Misstatements. Mr. Jazi, without direction or approval, set up a website for the LLC. Mr. Jazi published on the website that the LLC owned 1.2 million acres of Nevada land, which is patently false. This misrepresentation was discovered by Pico Holding last year, and they understandably issued a cease and desist letter. In addition, he improperly listed on the website properties that were not even owned by the LLC—they were owned by Star Living Trust. This was done by him in an effort to attract other investors to himself on other projects. Apparently, his ploy was somewhat successful.

John Peter Lee  
Sept. 1, 2005  
Page Four

For these reasons and more, Messrs. Sadri and Koroghli will not provide Mr. Jazi with further means to cause further harm to Wendover Project LLC or to its operations. Based upon his prior misconduct, they believe this will continue to occur. They have a fiduciary duty to the other investors to protect them from Mr. Jazi's unwanted solicitations and misrepresentations.

Both Mr. Koroghli and Mr. Sadri have discussed all of these issues with your client in an effort to rectify the problems he has created for the company. So far, Mr. Jazi, while admitting and apologizing repeatedly for his misconduct, has not made any reparations or taken any corrective action.

Please advise your client that as a result of his failure to provide the agreed-upon consideration, and for his abuses adversely affecting the LLC, demand is made that he (1) cease and desist making any representations made concerning the LLC or its members, or in contacting them; (2) resign as a listed managing member of the LLC effective immediately, and (3) take nothing by way of ownership interest in this LLC. If he does this, the LLC will not seek any monetary recovery from him. Obviously, any efforts made by the any governmental agency or body will continue.


The Operating Agreement provides for formal disputes to be resolved through binding arbitration. If you and I cannot work through the present issues informally, which I hope we can, then I suggest we invoke the terms of the Operating Agreement and move forward with resolution of the presently outstanding issues through binding arbitration.

The things listed thus far are just the tip of iceberg regarding Mr. Janzi's misconduct. They are aware his attempts to sue Optima owners after he sold out, when he learned that they were close to receiving a settlement on a disputed infringement; they know he failed to appear for his deposition that was to be held a few days ago; we know he has used and continues to use various social security numbers; they know he has misrepresented the extent of his asset holdings to others; they know that he has defrauded many other people through sharp business practices over many years. He has, for example, tied up warehouse space of Ray Koroghli and others with shipping containers, at Koroghli's expense. All of this will be uncovered as it relates to this LLC and Mr. Janzi's pattern of conduct in defrauding people associates, investors, and those who believed he was and could be trusted as a friend.

Please feel free to call me any time—with the exception that I will be unavailable over the Labor Day weekend beginning Thursday, September 1, 2005 at noon until Tuesday morning, September 6, 2005.

Sincerely Yours,

CRAIG K. PERRY & ASSOCIATES

  
Craig K. Perry  
Attorney at Law

WFZ0959

Leila,

This fax came in from Fred Sadri

----- Original Message -----

**From:** Matthew Bahrami

**To:** Robert Adams

**Sent:** Monday, July 11, 2005 4:40 PM

**Subject:** More of Zandian's fraud

Robert,

I just got a call from Fred Sadri, he is my ex-wife's cosine, Ali Faeghi's nephew. He is in ligitimate land business in Las Vegas.

He told me that Zandian has defrauded him and some of his investors for over \$15 million dollars. Along with Faeghi who is in bed with Zandian. Zandian has also done many other fraudulent deals as well. He also had some information about the printing equipment, I guess Reza fucked that guy for a couple of Millions also.

They are getting a law suit ready against Zandian and he is in touch with Homeland Security, FBI and INS to find him.

He wanted to talk to you about this guy to see if you had any information that can help him nail Zandian, he wants all of us to join forces to nail this SOB.

I told him I wouldn't give him your phone number but I'll talk to you and have you call him and hear what he has to say. Thought you maybe interested to put Reza away once and for all.

His phone number is (702) 873-8170, please call him and just hear what he has to say, if you want to refer him to your attorneys, fine but at least just talk to him and hear what he says. Reza is a much bigger crook than you and I thought.

Thanks,  
Matt.

---

Do You Yahoo!?

Tired of spam? Yahoo! Mail has the best spam protection around

<http://mail.yahoo.com>

TO: Who It May Concern:

Protect the National Security of the U.S. Government by denying the permanent residency to Reza Zandian

RE: Reza Zandian, Reza Zandian Jazi,  
Gholamreza Zandian, or Gholamreza Zandian Jazi  
(All is one person using in various transactions)  
Social Security # 625-34-1563  
Date of Birth January 15th 1952:

Reza Zandian has several Social Security number, the one mentioned above is one of them being used by this man.

Reza Zandian was born in Iran/Esfahan. He has attended several Anti Tax activities in Los Angeles, and Nevada. He has criminal records since 1993 with the US Dept. of Commerce. Charged with shipping the sophisticated computers to Iranian Government against the United States. Not to mention that Reza has close relationship with Rafsanjani's son, the head of the Islamic Republic of Iran.

Reza Zandian was arrested at Los Angeles Air Port by the Federal agents. He had criminal records with the United States Government for a long time, and was deported from United States. He moved to France for several years. In France he defrauded the Melli Bank of Iran in France and Iran. He had close relationship with Iranian regime and trusted by them, that he purchased weapons for the Iranian Government in the past.

He moved back to United States. The Immigration office denied his visa. Somehow he entered to US and was residing at Howard Johnson's Hotel on 1401 S. Las Vegas Blvd. 89104. He has a close relationship with the Hotel owner, Ali Fayeghi, and his son Sean S. Fayeghi. He has been doing real estate transactions, without obtaining the real estate license. He has been using false web sites to attract innocent people and taking their money to sell them land. Reza or Gholamreza Zandian has been using different names in the real estate transactions. He has been constantly moving from one place to another within the last two years. So people won't be able to find him, and in order to confuse the authorities.

The followings are some of the addresses that he has lived during the past two years or used as his mailing address:

FROM :

PHONE NO. :

Jun. 17 2002 02:22AM

2

-950 S. Seven Hill Dr. #1026 Henderson, Nevada 89052  
-1401 N. Las Vegas Blvd. 89104 (Howard Johnson's Hotel)  
-9550 W. Sahara Apt. 2148 Las Vegas, Nevada 89117  
-731 Mall Ring Circle Henderson, Nevada 89014  
-220 Sussex Pl. Carson City NV. 89703  
-P.O.Box 81624 Las Vegas, NV 89180-1624  
-8350 W. Sahara Ave. ste #150 Las Vegas NV 89117  
-8 San Ramon Dr. 92612 Irvine Ca.  
-Tower 8775, 4240 La Jolla Village Dr. Costa Verde Blvd.  
92037 ( across from the Marriot Hotel in La Jolla Beach  
(on the 14th floor) Probably Apt. 1460, which might be the  
current address.

Reza Zandian is married to Nilufar Foughani. At the present times they are living with his sister-in-law (Nilufar's sister, called Nastaran, in La Jolla)

Not to mention that Reza Zandian has been using more than 20 different phone numbers, while he carries 4-5 cell. phones in his pocket or his car. Most of time he uses the public phone for important calls. Some the phone numbers are as follow:

(775)450-6833	(858)344-2955
(858)587-1414	(858)625-2460
(949)400-5614	
(702)325-1849	

There are a lot more than this that we don't know the numbers

Reza Zandian shipped 20 containers from Paris or Germany, one of the shipyard companies to the United State/Long Beach, California. He claims that all containers were containing the printing equipment. But it seems like there is more to it. Zandian is trying to proof to IRS that he has lost over 2 million dollars in business related to the shipyard containers! The informations are false, and he is trying to avoid paying the Federal Tax and the State Tax. On 2003-2004 Reza collected close \$1.5 million dollars commissions from Pico Holdings, Inc. at 874 Prospect Street, ste. 301 La Jolla, Ca. 92037-4264. (You may call Richard or Max at 888-389-3222 for more information.

Reza Zandian did paid taxes on that amount. He has not filed for the income tax at all.

Reza Zandian has set up false California Companies by using the former Optima employ's social security number. This company was called "Optima Technology Company". Zandian some how sold the company and did not pay any capital gain and cheated the IRS again.

The followings are some of the L.L.c.'s that has been open by Reza Zandian:

WFZ0962

FROM : \_\_\_\_\_

PHONE NO. :

Jun. 17 2002 02:23AM P3

3

Sparks Village L.L.C (100 Acres commercial, Active date 12/15/04):

- Sean S. Fayeghi, 1401 S. Las Vegas Blvd. Las Vegas, NV 89104
- Ali Fayeghi, 3080 Tioga Way, Las Vegas, NV. 89117
- Reza Zandian, 8350 W. Sahara Ave. Las Vegas, NV. 89117

Churchill Park Development L.L.C (active date 9/22/04):

- Elias Abrishami
- Rafi Abrishami
- Reza Zandian, 220 Sussex Pl, Carson City, NV. 89703

1-5- Plaza L.L.C, (Active date 2/3/05)

- Sean S. Fayeghi
- Sima Behnamjou
- Ali Fayeghi
- Reza Zandian, 8350 W. Sahara Ave. ste 150, Las Vegas NV. 89117

Optima Technology Corporation: (Active date 10/11/04

- Reza Zandian 8 San Ramon Dr. Irvine, Ca. 92612

Gold Canyon Development: File date: 5/27/04

- Elias Abrishami
- Rafi Abrishami
- Reza Zandian, 9550 W. Sahara ave. ste. 1011 Las Vegas, Nv 89117

Lyon Park Development L.L.C: (Active Date 9/22/04

- Elias Abrishami
- Rafi Abriasami
- Reza Zandian, 220 Sussex Pl Carson City, NV. 89703

High Tech Development L.L.C: (Active Date 9/22/04

- Elias Abrishami
- Rafi Abrishami

WFZ0963

-Reza Zandian

REMOVED PROJECT M.I.C. (ACTIVE DATE 7/1/03)

-Gholamreza Zandian Jazi, 9550 W. Sahara Ave. 2148  
Las Vegas, NV. 89117

Big Spring Ranch L.L.C (Active Date: 10/1/03)

-Gholamreza Zandi, P.O.Box 81624 Las Vegas, NV. 89180-1624

Nevada Land Water Resource L.L.C: (File date 5/13/03)

-Gholamreza Zandian Jazi, 9550 W. Sahara Ave. # 2148  
Las Vegas, NV. 89117

Reza Zandian has been trying to obtain the Green card for his family and himself. Issuing the Green Card to this man is a very bad news to the Middle Eastern community, specially Iranian in California and Nevada.

If Homeland security or INS issue this man a permanent residency, it is like issuing a passport to Ben Laden. This man is capable of doing any thing for money. Two years ago he did not have a dime in his pocket, but all of a sudden he is talking of Million dollar deals! He has committed several frauds through the web sites by advertising real estate auctions. He has many victims in real estate transactions in Northern and Southern Nevada. He is providing false informatins to Immigration office. by opening false L.L.C's, to prove to Immigration that he has many investments in this country, while he did not even put one dime in any deal. He will do anything to obtain his green card.

Reza Zandian is very dangerous man, by investigating on him you will be really surprised. If you need more informations you may call Fred Sadri at (702) 873-8170.

Jun. 17 2002 02:24PM PT

PHONE NO. :

FROM :

WFZ0964





# JOHN PETER LEE, LTD.

ATTORNEYS AT LAW

830 LAS VEGAS BOULEVARD SOUTH  
LAS VEGAS, NEVADA 89101  
TELEPHONE (702) 382-4044  
FACSIMILE (702) 383-9950  
E-MAIL: info@johnpeterlee.com

August 25, 2005

Mr. Fariborz Fred Sadri  
Mr. Ray Koroghli  
3055 Via Sarafina  
Henderson, Nevada 89012

Re: Gholamreza Zandian Jazi

Gentlemen:

This office represents Gholamreza Zandian Jazi. He is a Managing Member of Wendover L.L.C. We have copies of Operating Agreements dated May 8, 2003 and December 26, 2003 naming each of you as a Managing Member, together with Mr. Zandian; providing that the principal place of business was at 4225 South Eastern Avenue, Las Vegas, Nevada 89119; that Managing Member Fariborz Fred Sadri's address is 2827 South Monte Cristo, Las Vegas, Nevada 89117 that the Resident Agent Ray Koroghli's address is 3055 Via Sarafina, Henderson, Nevada 89012; and that the principal place of business changed to the Via Sarafina address by the December Operating Agreement.

According to Paragraph 1.6 of each Agreement, Wendover is required to maintain books and records at its principal office. Accordingly, this letter is being delivered to you at each of the addresses which are shown in the Operating Agreements.

This letter makes demand upon you and each of you, at whatever address you are and wherever the books and records of Wendover L.L.C. are kept, to permit inspection and copying of the following records specifically identified in each of the Operating Agreements referred to in Paragraph 1.6, together with the company books as specified in Paragraph 4.2(a) designated as "books of account" and "books of account" as defined in Paragraph 5.6:

- (a) A current list of the full name and last known business address of each Managing Member and Member separately identifying all Members in alphabetical order.
- (b) A copy of the filed Articles of Organization and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any document has been executed.

WFZ0966

**JOHN PETER LEE, LTD.**  
ATTORNEYS AT LAW

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Mr. Fariborz Fred Sadri  
Mr. Ray Koroghli  
August 25, 2005  
Page Two

- (c) Copies of the Company's federal income tax returns and reports, if any, for the three (3) most recent years.
- (d) Copies of any then effective Operating Agreement and of any financial statements for the Company for the three (3) most recent years.
- (e) A statement setting forth the Capital Contributions of each Member including:
  - (1) The amount of cash and description and statement of the agreed value of the other property or services contributed by each Member and which each Member has agreed to contribute.
  - (2) The items as to which or events on the happening of which any additional contributions agreed to be made by each Member are to be made.
  - (3) Any right of a Member to receive, or of a Managing Member to make, distributions to a Member (including Managing Members) which include the return of all or any part of the Member's contributions as set forth more fully in Article 3, paragraph 3.8.
  - (4) Any events upon the happening of which the Company is to be dissolved and its affairs wound up.

*J*  
This request requires you to produce for inspection the aforementioned books and documents on the 2<sup>nd</sup> day of September, 2005 at the hour of 10:00 a.m. at the principal place of business of Wendover L.L.C. at 3055 Via Sarafina, Henderson, Nevada. At that time, our client, and a representative of this office, will review the records demanded and copy those documents which are necessary to support our client's rights.

Yours truly,

JOHN PETER LEE, LTD.

*John Peter Lee*  
John Peter Lee, Esq.

JPL/jlr  
cc: Client  
1334.022860

WFZ0967

5 5 •





**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



any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded February 22, 1991 in Book 3216, Page 526 as Document No. 1461483 of Official Records.

**PARCEL C:**  
A.P.N. 079-150-13

The Northeast  $\frac{1}{4}$ ; South  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$ ; South  $\frac{1}{2}$  of Section 27,  
Township 21 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 09, 1990 in Book 3019, Page 756 as Document No. 1373452 of Official Records.

**PARCEL D:**  
A.P.N. 084-040-02

Section 5, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such



use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded February 22, 1991 in Book 3216, Page 526 as Document No. 1461483 of Official Records.

**PARCEL E:**  
A.P.N. 084-040-04

Section 3, Township 20 North, Range 23 East, M.D.B.&M.

**EXCEPTING THEREFROM** all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

**FURTHER EXCEPTING** and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL F:**  
A.P.N. 084-040-06

Section 1, Township 20 North, Range 23 East, M.D.B.&M.

**EXCEPTING THEREFROM** all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

**FURTHER EXCEPTING** and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection



therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL G:**  
A.P.N. 084-040-10

The North  $\frac{1}{2}$  and the North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the North  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ , all in Section 11, Township 20 North, Range 23 East, M.D.B.&M.

ALSO EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL H:**  
A.P.N. 084-130-07

The Northwest  $\frac{1}{4}$  and the North  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  and Government Lot 1 in the Southwest  $\frac{1}{4}$  of Section 15, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with





any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL I:**  
A.P.N. 084-140-17

The Northeast ¼ of Section 15, Township 20 North, Range 23 East, M.D.B.&M.

**EXCEPTING THEREFROM** all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

**FURTHER EXCEPTING** and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

Exhibit 2

WFZ0974

ORIGINAL

3

FILED

DEC 8 11 35 AM '05

*Shirley B. Longine*  
CLERK

ANS  
JOHN M. NETZORG, ESQ.  
Nevada Bar No. 1335  
2810 West Charleston Boulevard, #H-81  
Las Vegas, Nevada 89102  
(702) 878-3400  
Attorney for RAY KOROGHLI, individually  
FARIBORZ FRED SADRI, individually and as Trustee  
of the STAR LIVING TRUST

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

GHOLAMREZA ZANDIAN JAZI,

Plaintiff,

vs.

RAY KOROGHLI, individually, FARIBORZ  
FRED SADRI, individually and as Trustee of the  
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

Defendants

CASE NO. A 511131  
DEPT. NO. XIII

DEFENDANTS' RAY  
KOROGHLI AND FARIBORZ  
SADRI'S ANSWER AND  
COUNTERCLAIM

Date of Hearing: n/a  
Time of Hearing: n/a

COME NOW, Defendants Ray Koroghli and Fariborz Fred Sadri, by and through their  
counsel, John M. Netzorg, Esq., and for their Answer to Plaintiff's First Amended Complaint,  
state as follows:

1. Answering Paragraph 1, Answering Defendants are without sufficient  
knowledge or information upon which to base a belief as to the truth of the allegations contained  
in Paragraph 1, and upon said ground deny each and every allegation contained therein.

CE15

131

LAW OFFICES OF  
**JOHN M. NETZORG**  
2810 W. CHARLESTON BLVD., SUITE H-81  
LAS VEGAS, NEVADA 89102  
(702) 878-3400

COUNTY CLERK

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LAW OFFICES OF  
**JOHN M. NETZORG**  
2810 W. CHARLESTON BLVD., SUITE H-81  
LAS VEGAS, NEVADA 89102  
(702) 878-3400

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2. Answering Defendants admit the allegations contained in Paragraph 2.

3. Answering Defendants admit the allegations contained in Paragraph 3.

4. Answering Paragraph 4, Answering Defendants are without sufficient knowledge or information upon which to base a belief as to the truth of the allegations contained in Paragraph 4, and upon said ground deny each and every allegation contained therein.

5. Answering Defendants deny the allegations contained in Paragraph 5.

6. Answering Defendants deny the allegations contained in Paragraph 6.

7. Answering Defendants deny the allegations contained in Paragraph 7.

8. Answering Defendants deny the allegations contained in Paragraph 8.

9. Answering Defendants deny the allegations contained in Paragraph 9.

10. Answering Defendants deny the allegations contained in Paragraph 10.

11. Answering Defendants deny the allegations contained in Paragraph 11.

12. Answering Defendants deny the allegations contained in Paragraph 12.

**Attorney's Fee**

Answering Defendants deny this allegation.

**COUNTERCLAIM**

COME NOW, Counterclaimants, RAY KOROGHLI and FARIBORZ FRED SADRI and for their counterclaims against the Counterdefendant GHOLAMREZ ZANDIAN JAZI, allege as follows:

1. Counterclaimant RAY KOROGHLI (hereinafter "Ray") is a member and manager of the three named LLCs.

2. Counterclaimant FARIBORZ FRED SADRI (hereinafter "Fred") is a member and manager of the three named LLCs.

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3. Counterdefendant GHOLAMREZA ZANDIAN JAZI aka Zandian and Zandian Jazi (hereinafter "Zandian") is believed to live in California.

4. Zandian was introduced to Fred by Fred's uncle who indicated Zandian was a prominent business man, was down on his luck, and needed some assistance.

5. Zandian and his family befriended Fred.

6. Zandian represented to Fred and Ray that he had substantial holdings in Europe and in Iran.

7. Zandian further represented that he had a personal relationship with Vidler Water Company, an affiliate of Pico Holdings, Inc., the purchasers of the Union Pacific land holdings in northern Nevada and water rights appurtenant thereto.

8. Zandian represented that by reason of his relationships with Vidler, its CEO, John R. Hart, and other officers, that he was in a position to acquire substantial land holdings in Nevada for a fraction of their value.

9. Based on these representations, the parties undertook a number of investments.

10. The parties' initial investment was Nevada Land and Water Resources, LLC.

11. This transaction closed in the summer of 2003.

12. Each of the partners was to be responsible for one-third of the million dollar investment in this 4400-acre parcel in Pah Rah, Washoe County, Nevada.

13. Zandian represented that he had a shipping company in Europe as well as houses in Paris, Nice, and Iran and was temporarily without funds.

14. Fred advanced 100% of Zandian's investment in the form of a purchase money note and deed of trust.

15. Later that year, in December, the parties closed on two other transactions, one of

1 which the Big Springs Ranch Project, a 37,000 acre parcel and 20,000 acre feet of water located  
2 25 miles from Wendover.

3 16. As with the prior project, Fred and Ray put up \$900,000.00 apiece and Zandian  
4 nothing.

5 17. The third investment was the Wendover Project, LLC.

6 18. When Zandian introduced the Wendover Project to his partners, he represented  
7 that this 6400 acre Vidler holding, west of Wendover, Nevada, could be acquired for  
8 \$15,000,000.00, or approximately one-third of its \$50,000,000.00 value.  
9

10 19. Zandian, claiming to own a shipping yard in Europe, was to contribute his  
11 \$3,000,000.00 in stock in the facility and the partners would share equally.

12 20. Fred and Ray organized the financing and brought in several new investors to  
13 invest to reduce the loan amount.

14 21. The operating agreements disclosed what the managing partners were to receive.

15 22. The original purchase included a substantial purchase money deed of trust.

16 23. When debt service was necessary, Fred and Ray made the payments.

17 24. When the note and deed of trust matured, Fred hypothecated his other properties  
18 in order to save the Wendover Project from foreclosure.  
19

20 25. Subsequently, several investors were brought to Wendover to view the  
21 project and introduced to City officials.  
22

23 26. In response to inquiries as to the value of the land, the City officials indicated that  
24 it was \$200.00 to \$400.00 an acre.

25 27. As a result of Zandian's failure to contribute anything, questions as to the accuracy  
26 of his representations and his refusal to assist in the financing, Fred and Ray became concerned  
27  
28

1 and flew to California to meet with John Hart, the CEO of Vidler Water Company and Pico  
2 Holdings, the sellers of the land.

3 28. Fred and Ray were advised by Mr. Hart that the stock tendered by Zandian was  
4 worthless.

5 29. On further demand, Fred and Ray were provided with documentation that  
6 Zandian had received undisclosed commissions on all transactions from his principal, the seller.

7 30. Zandian represented that Fred and Ray would be partners in a 2,000 acre parcel in  
8 Dayton, Nevada.

9 31. Without Fred and Ray's knowledge, Zandian proceeded with the acquisition of  
10 this and other properties excluding Fred and Ray, but using investors introduced to him by them  
11 to close the transactions.

12 32. Zandian proceeded to form LLCs including Gold Canyon Development, LLC,  
13 High-Tech Development, LLC, Lion Park Development, LLC, Churchill Park Development,  
14 LLC and Sparks Village, LLC during 2004 and additional LLCs during 2005 including Dayton  
15 Plaza, LLC and Misfits Development, LLC.

16 33. As a result of learning that not only had Zandian tendered no consideration for his  
17 interests, but that he had received undisclosed and improper commissions from the sellers on  
18 each of the land transactions, the agreements were rescinded.

19 34. Nevada Land and Water, LLC, the first transaction, was never conveyed to the  
20 LLC, but rather, Zandian refused and the interests were held as tenants-in-common.

21 35. Zandian has neither tendered nor paid one penny on the note and deed of trust  
22 which was on the eve of foreclosure in December 2005.

23 36. As a result of having tendered worthless stock for the acquisition of the Wendover  
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1 Project, and actually having received hundreds of thousands of dollars in secret compensation,  
2 his rescinded interest was transferred to the other investors pro rata.

3 **FIRST COUNTERCLAIM FOR RELIEF**

4 **(Rescission)**

5 37. Counterclaimants repeat and reallege each and every allegation set forth above in  
6 Paragraphs 1 through 36 as though fully set forth at length herein.

7 38. The Counterdefendant misrepresented the terms and conditions of the  
8 investments.

9 39. The Counterdefendant has taken over half a million dollars in undisclosed  
10 commissions and profits while simultaneously representing their value and Counterclaimants'  
11 intentions.

12 40. Had Counterclaimants been aware of the true facts, they never would have entered  
13 into the transactions.

14 41. By reason of the misrepresentations, breach of fiduciary duties, and receipt of  
15 undisclosed commissions and compensation, the Counterclaimants and investment entities are  
16 entitled to rescission.

17 42. By reason of a failure of consideration, the Counterclaimants and investment  
18 entities are entitled to rescission.

19 43. By reason of Counterdefendant's intentional misrepresentations and omissions of  
20 material fact, the Counterclaimants are entitled to rescission.

21 **SECOND COUNTERCLAIM FOR RELIEF**

22 **(Derivative Claims by the LLCs and by Counterclaimants)**

23 44. Counterclaimants repeat and reallege each and every allegation set forth in  
24  
25  
26  
27  
28

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**JOHN M. NETZORG**  
2810 W. CHARLESTON BLVD., SUITE H-81  
LAS VEGAS, NEVADA 89102  
(702) 878-3400



1 Paragraphs 1 through 43 above as though fully set forth at length herein.

2 45. Counterdefendant was the fiduciary of the investors and was under a duty to  
3 disclose all compensation received.

4 46. By negotiating commissions, not only was this conduct in violation of Nevada real  
5 estate law, but it worked a fraud against the Counterclaimants in that Counterdefendant received  
6 undisclosed commissions and profits.

7 47. The Counterdefendant had fiduciary duties and statutory duties to disclose all  
8 compensation and agency relationships.

9 48. Even though Counterdefendant was not a Nevada licensee, he was nonetheless  
10 required to comply with Nevada Agency Disclosure Statutes and the other real estate licensee  
11 requirements.

12 49. Counterdefendant has not contributed one penny towards the principal amounts,  
13 interest, property taxes, water rights, engineering or anything.

14 50. In receiving hundreds of thousands of dollars in undisclosed commissions, the  
15 Counterdefendant has enriched himself at his fiduciaries' and the Counterclaimants' expense.

16 51. In so acting, the Counterdefendant has caused the Counterclaimants damages in  
17 an amount in excess of \$10,000.00.

18 52. In doing the acts set forth, the Counterdefendant has acted willfully, maliciously,  
19 and with the intent to injure the Counterclaimants such that the Counterclaimants are entitled to  
20 punitive and exemplary damages in an amount in excess of \$10,000.00.

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24 **THIRD COUNTERCLAIM FOR RELIEF**

25 **(Breach of Fiduciary Duties)**

26  
27 53. Counterclaimants repeat and reallege each and every allegation set forth in  
28

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1 Paragraphs 1 through 51 above as though fully set forth at length herein.

2 54. Counterdefendant, as a partner, co-member, co-manager, undisclosed agent, and  
3 purported friend owed duties of disclosure to the Counterclaimants.

4 55. The standard for disclosure in Nevada is that each partner knows everything the  
5 other partner knows.

6 56. In negotiating secret commissions, misrepresenting assets, misrepresenting values,  
7 and in the other conduct complained of above, the Counterdefendant breached his fiduciary  
8 duties causing the Counterclaimants damages in an amount in excess of \$10,000.00.  
9

10 57. In so acting In doing the acts set forth, the Counterdefendant has acted willfully,  
11 maliciously, and with the intent to injure the Counterclaimants such that the Counterclaimants  
12 are entitled to punitive and exemplary damages in an amount in excess of \$10,000.00.  
13

14 **FOURTH COUNTERCLAIM FOR RELIEF**

15 **(Derivative Claims)**

16 58. Counterclaimants repeat and reallege each and every allegation contained in  
17 Paragraphs 1 through 56 above as though fully set forth at length herein.

18 59. Independently, and in the alternative, Counterclaimants make claim on behalf of  
19 the LLCs for recovery of the undisclosed commissions and profits and for rescission of  
20 Counterdefendant's membership interests.  
21

22 60. Accordingly, the entities request an accounting and a judicial declaration that by  
23 reason of the misrepresentations, failure of consideration, breach of fiduciary duties and  
24 otherwise, that the membership interests claimed by Counterdefendant be declared null and void  
25 and rescinded and that the parties be restored to their status quo ante.  
26

27 61. Derivatively and additionally, Counterclaimants request that all undisclosed  
28

1 commissions and compensation received by Counterdefendant be disgorged together with the  
2 rescission.

3 **FIFTH COUNTERCLAIM FOR RELIEF**

4 **(Constructive Trust)**

5 62. Counterclaimants repeat and reallege each and every allegation contained in  
6 Paragraphs 1 through 60 above as though fully set forth at length herein.

7 63. Counterclaimants were advised that there were four Vidler properties being  
8 pursued.

9 64. Counterdefendant acquired one of the four properties, without the  
10 Counterclaimants' knowledge or consent, for his own account.

11 65. In acquiring the Dayton property, after advising the Counterclaimants that they  
12 would receive it, the Counterdefendant acquired the property utilizing funds apparently provided  
13 by one of the Counterclaimants' original investors.

14 66. In breaching his fiduciary duties, converting this company opportunity, and  
15 defrauding his co-investors, Counterdefendant has damaged the Counterclaimants in an amount  
16 in excess of \$10,000.00.

17 67. The conduct of Counterdefendant is such that a constructive trust need be imposed  
18 upon the asset so that it may be retained for the benefit of the defrauded Counterclaimants.

19 **SIXTH COUNTERCLAIM FOR RELIEF**

20 **(Negligence)**

21 68. Counterclaimants repeat and reallege each and every allegation contained in  
22 Paragraphs 1 through 66 above as though fully set forth herein.

23 69. Counterdefendant, in his dealings with Counterclaimants, owed them duties of  
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1 good faith and to conduct himself in a manner which would not adversely impact the  
2 Counterclaimants' interests.

3 70. Counterdefendant owed both a contractual duty of good faith and by reason of the  
4 fiduciary relationships, a tort duty of good faith as well.

5 71. In breaching his duties to the Counterclaimants, the Counterdefendant has caused  
6 the Counterclaimants damages in an amount in excess of \$10,000.00 for negligence damages.

7 **SEVENTH COUNTERCLAIM FOR RELIEF**

8 72. Counterclaimants repeat and reallege each and every allegation contained in  
9 Paragraphs 1 through 70 above as though fully set forth at length herein.

10 73. In no event should this Counterclaim nor any provision of this pleading ever be  
11 interpreted as an action on the Star Living Trust note and deed of trust which are secured by the  
12 Nevada Land and Water Company interest of Counterdefendant.

13 74. The Star Living Trust has elected to proceed with non-judicial disclosure of that  
14 note and obligation.

15 75. Other than the note and deed of trust discussed herein, Counterdefendant has  
16 breached his obligations under the LLC agreements and in so doing, has caused  
17 Counterclaimants and the LLCs damages in an amount in excess of \$10,000.00.

18 **EIGHTH CLAIM FOR RELIEF**

19 **(Declaratory Relief)**

20 76. Counterclaimants repeat and reallege each and every allegation contained in  
21 Paragraphs 1 through 74 above as though fully set at length herein.

22 77. Disputes have arisen between the parties as to their mutual rights and  
23 entitlements.  
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78. As outlined above, Counterclaimants have rescinded, legally or equitably, Counterdefendant's interests in the Wendover Project, LLC and the Big Springs, LLC.

79. Furthermore, Counterclaimants claim an interest in the fourth Vidler property located in Dayton.

80. The Counterclaimants do not seek the dissolution and winding up of the LLCs, but rather seek the rescission of Counterdefendant's interests.

81. It is otherwise necessary for the Court to adjudicate the parties' rights and entitlements.

82. Accordingly, Counterclaimants request a declaration from this Court determining the rights and entitlements of the parties in each of the investments.

**NINTH CLAIM FOR RELIEF**

**(For Attorney's Fees and Special Damages)**

83. Counterclaimants repeat and reallege each and every allegation contained in Paragraphs 1 through 82 above as though fully set forth at length herein.

84. By reason of Counterdefendant's activities, it has been necessary to retain attorneys.

85. In seeking the disgorgement of the profits, rescission and the other equitable relief requested herein, Counterclaimants are incurring attorney's fees due to Counterdefendant's conduct.

86. In so acting, Counterdefendant has caused Counterclaimants' damages in an amount in excess of \$10,000.00.

**WHEREFORE**, Counterclaimants pray for relief as follows:

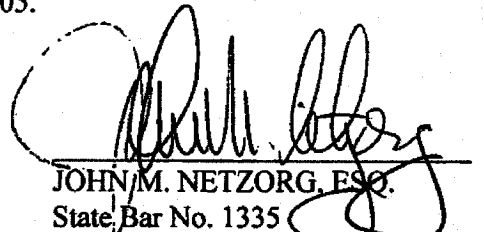
1. That Plaintiff take nothing by way of his Complaint;

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2. For rescission of Counterdefendant's interests;
3. For disgorgement by Counterdefendant of all undisclosed commissions and profits;
4. For an accounting of all proceeds received by Counterdefendant;
5. For general damages in an amount in excess of \$10,000.00;
6. For punitive damages in an amount in excess of \$10,000.00;
7. For the imposition of a constructive trust on the Dayton property and any other misappropriated opportunities or ventures;
8. For declaratory relief;
9. For such further relief as the court deems just and proper, including attorney's fees, costs, and interest.

Dated this 6th day of December 2005.

  
JOHN M. NETZORG, ESQ.  
State Bar No. 1335  
2810 W. Charleston Boulevard, #81  
Las Vegas, Nevada 89102  
Attorney for KOROGHLI/SADRI

**RECEIPT OF COPY**

**RECEIPT OF COPY** of the foregoing Answer and Counterclaim is acknowledged this

6 day of December 2005.



JOHN PETER LEE, ESQ.  
JOHN PETER LEE, LTD.

Nevada Bar No. 1768

830 Las Vegas Boulevard South

Las Vegas, Nevada 89101

Attorney for Plaintiff/Counterdefendant

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Exhibit 3

WVZ0988



ORIGINAL

DISTRICT COURT  
CLARK COUNTY, NEVADA Jan 16 10 38 AM '07  
\*\*\*\*\*

GHOLAMREZA Z. JAZI, et al. .  
Plaintiffs .  
vs. .  
RAY KOROGHLI, et al. .  
Defendants .  
.....

**FILED**  
CASE NO. A-511131  
*Craig*  
DEPT. NO. XI  
CLERK OF THE COURT

Transcript of  
Proceedings

BEFORE THE HONORABLE ELIZABETH GONZALEZ, DISTRICT JUDGE

HEARING ON MOTIONS

THURSDAY, JANUARY 11, 2007

APPEARANCES:

FOR THE PLAINTIFFS: HOLLY FIC, ESQ.  
MICHAEL A. REYNOLDS, ESQ.  
FOR THE DEFENDANTS: JOHN M. NETZORG, ESQ.

COURT RECORDER:

JILL HAWKINS  
District Court

TRANSCRIPTION BY:

FLORENCE HOYT  
Las Vegas, Nevada 89146  
(702) 221-0246

Proceedings recorded by audio-visual recording, transcript produced by transcription service.

1 formed the basis of the settlement removed.

2           So the defendants were denied under the statutes,  
3 NRS 38, basically what amounts to their day in court. And  
4 there's no pretense that this was a complete, full and fair  
5 hearing, nor did the parties intend that it be such. They  
6 settled it, they put the settlement on the record. The  
7 plaintiffs are now disagreeing and started immediately, our  
8 spouses won't sign, that'll be confusing. Well, we didn't get  
9 the benefit -- had they notified us the day that we were  
10 putting it on the record, it never would have happened.

11           And the other items I detailed in my opposition to  
12 their motion and their reply. So thank you, Your Honor.

13           THE COURT: Okay.

14           MS. FIC: Your Honor, I have a suggestion, okay.  
15 Because what I keep hearing is settlement, settlement,  
16 settlement. We agree there was a settlement. I did say  
17 settlement, okay. But the settlement terms were -- the terms  
18 -- essential terms were put in -- recorded by a -- on the  
19 transcript by the court reporter. So we have the essential  
20 terms, okay.

21           THE COURT: You do.

22           MS. FIC: What I'm hearing is --

23           THE COURT: And you're missing some of the things in  
24 the documents you have as to those essential terms.

25           MS. FIC: Okay. And that's -- okay, Your Honor, so

1 fine. So if we have the essential terms, if we've got  
2 disputes with this, why don't we -- okay. I don't want to do  
3 a new arbitrator, because that's going to be costs to both  
4 parties. It's not going to be efficient. Arbitrator Hale was  
5 agreed to --

6 THE COURT: I'm going to solve your problem. It's  
7 really easy. I'm going to refer the matter back to Floyd Hale  
8 for further proceedings, consistent with the 9/8/06  
9 transcript. Those will include getting the mechanism for the  
10 spouses of the parties to sign the documents, getting a  
11 mechanism for the waiver of the release of the rights of first  
12 refusal that exist, entering into the settlement agreement the  
13 parties entered into. If he is unable to reach an agreement  
14 among the parties, then I will have the final word. I --

15 MS. FIC: Because, Your Honor --

16 THE COURT: Wait, wait, wait. I'm not done.

17 MS. FIC: Okay. Sorry, Your Honor.

18 THE COURT: Okay. I recommend -- this is not an  
19 order -- that an escrow be opened for the transfers of the  
20 real property. If you are merely transfer interests in an  
21 LLC, which has different tax consequences to both of your  
22 clients, I don't think it's necessary for an escrow to be  
23 opened. But if you're transferring real property, which is  
24 what it currently looks like to me you were trying to do based  
25 upon the settlement, then an escrow needs to be opened.

1 I'm referring it back to Mr. Hale, since I would  
2 typically in a case where a settlement was reached and there  
3 was a mediator or arbitrator involved refer it to that  
4 individual for some additional work with you to try and  
5 resolve those disputed issues, since they were there at the  
6 time you reached the settlement. Hopefully I have a  
7 transcript that helps me. If you are unable to reach an  
8 accommodation after speaking to Mr. Hale, then I will reach an  
9 accommodation, because I have a transcript, and I'll make a  
10 decision. And it won't be one that anybody's tax benefits are  
11 in favor of, because there's no indication in the transcript  
12 that you're going to work together to minimize tax  
13 consequences to each other, which sometimes I see in  
14 settlement agreements. And I didn't see that in this one.

15 MS. FIC: Yeah. 'Cause the only concern was I  
16 didn't want to have like maybe one wife not sign, because  
17 there's a lot of -- you know, one wife not signing upset the  
18 whole thing.

19 THE COURT: The wives have to sign. That was part  
20 of the deal you guys cut. You cut a deal the wives are going  
21 to sign. The wife's have got to sign.

22 MS. FIC: We --

23 THE COURT: That was part of the discussion on  
24 September 8th during the --

25 MS. FIC: Floyd Hale said that, but then it was not

1 added to at the end of it that we were required to have all  
2 the wives sign. Because here's the thing, they're non-  
3 parties. And what happens if one --

4 THE COURT: How are you going to -- wait now. This  
5 is just really common sense.

6 MS. FIC: Okay.

7 THE COURT: How are you going to transfer an  
8 interest in real property which may be owned by both of the  
9 people and the wife has a claim, especially in places where it  
10 is voidable if you do not have the spouse sign? How are you  
11 going to transfer that property free and clear?

12 MS. FIC: Because the husbands -- I mean, there's  
13 NRS statutes --

14 THE COURT: Okay. I'm going to send you back to Mr.  
15 Hale, and the wives need to sign. Spouses need to sign, and  
16 the people who have the first right of refusal need to waive.

17 MS. FIC: So we'll come back to you if one of the  
18 wives refuse. That's the only thing. I just don't want to --

19 THE COURT: You're going to come back to me if you  
20 are unable to reach an agreement, if you need me to confirm an  
21 order. You are also going to come back to me if there is any  
22 problem in the implementation of the agreement.

23 But you reached a settlement, it was put on the  
24 record. You've got to have a settlement agreement. I know  
25 that Mr. Hale drafted an arbitration award, because he

1 conducted a portion of the arbitration. And I don't really  
2 have a problem with that, but we need to have the  
3 documentation consistent with the discussions that were --  
4 that occurred on September 8th, 2006, which are a part of the  
5 actual record the court reporter made, at which time both  
6 parties stipulated in front of the arbitrator that they had  
7 agreed to go to as part of the extrajudicial proceedings,  
8 which in my mind makes it an enforceable settlement. Okay.

9 MR. NETZORG: Thank you, Your Honor.

10 THE COURT: Have a lovely day.

11 MR. NETZORG: We appreciate it. Happy New Year.

12 MS. FIC: Thank you, Your Honor.

13 MR. NETZORG: Happy to have business court back.

14 THE COURT: Any more business court cases you want  
15 to send me, send them along.

16 (Off-record colloquy)

17 THE PROCEEDINGS CONCLUDED AT 9:59 A.M.

18 \* \* \* \* \*

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Exhibit 4

WFZ0995

12

**ORIGINAL**

FILED

JUN 8 10 50 AM '07

*Clark*  
CLERK OF THE COURT

1 JUDGE  
JOHN PETER LEE, LTD.  
2 JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
3 MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
4 830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
5 (702) 382-4044 Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant  
6

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

9 GHOLAMREZA ZANDIAN JAZI,  
10 Plaintiff,  
11 v.  
12 RAY KOROGHLI, individually, FARIBORZ FRED  
13 SADRI, individually, and as Trustee of the Star  
14 Living Trust, WENDOVER PROJECT, LLC, a  
15 Nevada limited liability company; BIG SPRING  
RANCH, LLC, a Nevada limited liability company,  
and NEVADA LAND AND WATER  
16 RESOURCES, LLC, a Nevada limited liability  
company,  
17 Defendants.

CASE NO.: A511131  
DEPT. NO.: XI

**JUDGMENT CONFIRMING  
ARBITRATION AWARD**

18 RAY KOROGHLI, individually and FARIBORZ  
19 FRED SADRI, individually,  
20 Counterclaimants,  
21 v.  
22 GHOLAMREZA ZANDIAN JAZI,  
23 Counterdefendant.

DATE: 6-5-07  
TIME: 9:00 a.m.

24 WENDOVER PROJECT, LLC,  
25 Counterclaimant,  
26 v.  
27 GHOLAMREZA ZANDIAN JAZI,  
28 Counterdefendant.

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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.

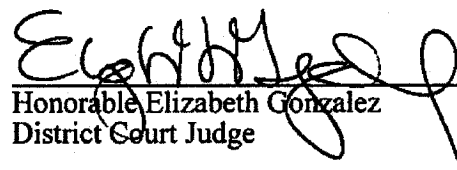
23 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all relief granted in the  
24 Implementation Award dated the 29th day of November, 2006, a copy of which is attached hereto  
25 as Exhibit "3" is granted by this Court.

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.

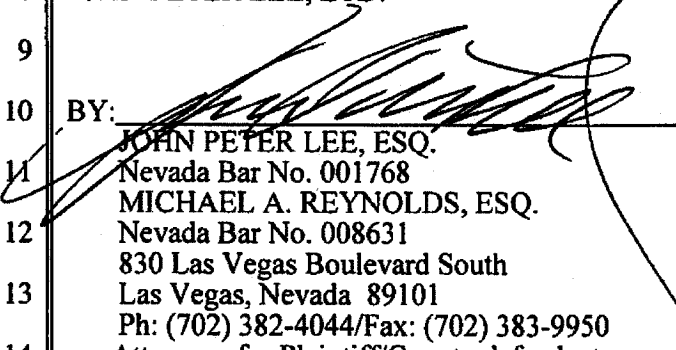
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IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this Court retains jurisdiction to implement this Judgment.

Dated this 7 day of June, 2007.

  
Honorable Elizabeth Gonzalez  
District Court Judge

SUBMITTED BY:  
JOHN PETER LEE, LTD.

BY:   
JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
MICHAEL A. REYNOLDS, ESQ.  
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Attorneys for Plaintiff/Counterdefendant

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1 ARB  
2 FLOYD A. HALE, ESQ.  
3 Nevada Bar No. 1873  
4 JAMS  
5 2300 W. Sahara, #900  
6 Las Vegas, NV 89102  
7 Ph: (702) 457-5267  
8 Fax: (702) 437-5267  
9 Arbitrator

DISTRICT COURT  
CLARK COUNTY, NEVADA

10 GHOLAMREZA ZANDIAN JAZI, ) Case No. A511131  
11 ) ) Dept. No. XII  
12 Plaintiff, )  
13 vs. )  
14 RAY KOROGHLI, individually, )  
15 FABIRORZ FRED SADRI, individually, )  
16 and as Trustee-of the Star Living Trust, )  
17 WENDOVER PROJECT, LLC, a Nevada )  
18 limited liability company; BIG SPRING )  
19 RANCH, LLC, a Nevada limited liability )  
20 company, and NEVADA LAND AND )  
21 WATER RESOURCES, LLC, a Nevada )  
22 limited liability company, )  
23 Defendants. )

ARBITRATION DECISION

22 Arbitration Hearings in this matter were conducted for two full days. The parties  
23 submitted voluminous exhibits, depositions and briefs to the Arbitrator. Having reviewed the  
24 documentation submitted and having heard the testimony and representations of the parties, the  
25 following Arbitration Decision is entered:  
26

- 27 1. The entire interest in the Pah Rah, LLC, property will be transferred to Gholamreza  
28

FLOYD A. HALE  
SPECIAL MASTER  
2300 W. SAHARA AVE. SUITE 900  
LAS VEGAS, NEVADA 89102  
PHONE (702) 457-5267 EMAIL fhaale@floydahale.com

FLOYD A. HALE  
SPECIAL MASTER  
2300 W. I. AVE. SUITE 900  
LAS VEGAS, NEVADA 89102  
PHONE (702) 457-5287 EMAIL fhaale@floydahale.com

1 Zandian Jazi, free and clear of all encumbrances, including the promissory note secured by Deed  
2 of Trust issued for the benefit of Fariborz Fred Sadri; any obligation owed to Jeff Codega, related  
3 to work that was performed as to the Pah Rah real estate will be the obligation of Gholamreza  
4 Zandian Jazi;  
5

6 2. The 320 acres referenced in the briefs and this lawsuit will be transferred free and clear  
7 to Gholamreza Zandian Jazi without any obligation to the other litigants or parties to this  
8 Arbitration or to any other party who may profess to have an interest in the 320 acres that are  
9 bound by this lawsuit and Arbitration;  
10

11 3. Fariborz Fred Sadri and Ray Koroghli will, within 30 days from the service of this  
12 Arbitration Decision, pay Gholamreza Zandian Jazi \$250,000.00 in return for Gholamreza  
13 Zandian Jazi waiving any claims or any rights as to the Big Springs Ranch, LLC or any of its  
14 assets;  
15

16 4. That Gholamreza Zandian Jazi will transfer any interest in the Wendover project, LLC,  
17 including all assets and real estate to Fariborz Fred Sadri and Ray Koroghli;  
18

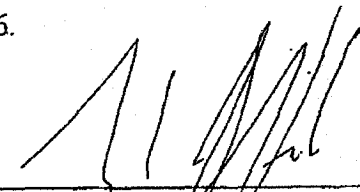
19 5. All of the entities and properties that are the subject of this Arbitration and lawsuit,  
20 including Pah Rah, LLC, the owners of the 300 acres referenced above, the Big Springs Ranch,  
21 LLC, and the Wendover purchase or Wendover Project, LLC, referenced in this lawsuit and  
22 Arbitration waive any claims to reimbursement or participation in any consulting fees previously  
23 paid to Gholamreza Zandian Jazi from the seller of the real estate to those entities;  
24

25 6. That the parties, through counsel, will prepare all necessary documents to effect the  
26 transfers of the real estate assets and LLC entities and the parties to this lawsuit and Arbitration  
27 will execute all necessary documents to effect this Arbitration Order, including a mutual Release  
28 to be executed by all parties.

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7. That each party pay their own fees and costs incurred herein.

DATED this 20<sup>th</sup> day of September, 2006.

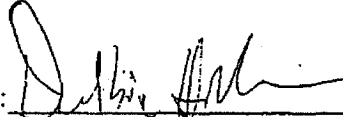
By:   
FLOYD HALE, Arbitrator  
2300 West Sahara Avenue, #900  
Las Vegas, NV 89102

CERTIFICATE OF FACSIMILE AND MAIL

I hereby certify that on the 21 day of September, 2006, I faxed and mailed a true and correct copy of the foregoing addressed to:

John Peter Lee, Esq.  
830 Las Vegas Boulevard South  
Las Vegas, NV 89101  
Attorneys for Plaintiffs  
Fax No. 383-9950

John Netzorg, Esq.  
2810 West Charleston Blvd. #H-81  
Las Vegas, NV 89102  
Attorneys for Defendants  
Fax No. 878-1255

By:   
Employee of Jams

FLOYD A. HALE  
SPEECH MASTER  
2300 W. S  
LAS VEG.  
PHONE (702) 457-5267  
3000 W. S. SUITE 900  
LAS VEGAS, NV 89102  
EMAIL: fhale@floydahale.com



1 ARB  
 2 FLOYD A. HALE, ESQ.  
 Nevada Bar No. 1873  
 3 JAMS  
 2300 W. Sahara, #900  
 4 Las Vegas, NV 89102  
 5 Ph: (702) 457-5267  
 Fax: (702) 437-5267  
 6 Arbitrator

DISTRICT COURT

CLARK COUNTY, NEVADA

10	GHOLAMREZA ZANDIAN JAZI,	)	Case No. A511131
		)	Dept. No. XII
11	Plaintiff,	)	
		)	
12	vs.	)	
		)	
13	RAY KOROGHILI, individually,	)	
14	FABIRORZ FRED SADRI, individually,	)	
	and as Trustee of the Star Living Trust,	)	
15	WENDOVER PROJECT, LLC, a Nevada	)	
16	limited liability company; BIG SPRING	)	
17	RANCH, LLC, a Nevada limited liability	)	
	company, and NEVADA LAND AND	)	
18	WATER RESOURCES, LLC, a Nevada	)	
	limited liability company,	)	
19		)	
	Defendants.	)	
20		)	

ARBITRATION DECISION

21  
 22 On October 11, 2006, the Arbitrator received the Defendant's **MOTION TO CHANGE**  
 23 **AWARD BY ARBITRATOR PURSUANT TO NRS 38.237.** The Motion requests that  
 24 Zandian Jazi: Execute documents necessary to have the property transferred as required by the  
 25 Arbitration Decision; issue guarantees that he has not made transfers to third parties; assign shares  
 26 of shipyard stock; warrant and verify that he is in a position to execute documents required by the  
 27  
 28

FLOYD A. HALE  
 SPECIAL MASTER  
 2300 W. SAHARA, SUITE 900  
 LAS VEGAS, NV 89102  
 EMAIL: fhaile@floydahale.com  
 PHONE: (702) 457-5267



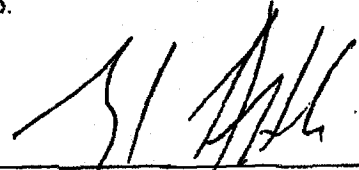
1 Arbitration Decision and verify other factual issues that were the subject of the Arbitration  
2 Agreement.

3  
4 The Motion goes well beyond the Arbitration Decision asking to reopen evidentiary  
5 matters which are unnecessary at this time. Furthermore, paragraph 6 of the Arbitration Decision  
6 indicates as follows:

7  
8 6. That the parties, through counsel, will prepare all necessary  
9 documents to effect the transfers of the real estate assets and LLC  
10 entities and the parties to this lawsuit and Arbitration will execute all  
11 necessary documents to effect this Arbitration Order, including a  
12 mutual Release to be executed by all parties.

11 The Defendant's MOTION TO CHANGE AWARD BY ARBITRATOR PURSUANT  
12 TO NRS 38.237 is denied.

13 DATED this 11<sup>th</sup> day of October, 2006.

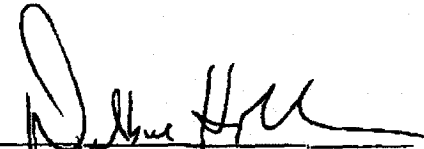
14  
15  
16 By:   
17 FLOYD A. HALE  
18 2300 W. Sahara, #900  
19 Las Vegas, NV 89102  
20 Arbitrator

21 CERTIFICATE OF FACSIMILE

22 I hereby certify that on the 11<sup>th</sup> day of October, 2006, I faxed and mailed a true and  
23 correct copy of the foregoing addressed to:

24 John Peter Lec, Esq.  
25 830 Las Vegas Boulevard South  
26 Las Vegas, NV 89101  
27 Attorneys for Plaintiff's  
28 Fax No. 383-9950

John Netzorg, Esq.  
2810 West Charleston Blvd. #H-81  
Las Vegas, NV 89102  
Attorneys for Defendants  
Fax No. 878-1255

26  
27 By:   
28 Employee of Jams

FLOYD A. HALE  
SPEC. MASTER  
2300 W. SAHARA, SUITE 900  
LAS VEGAS, NV 89102  
PHONE (702) 467-6267 EMAIL fhale@jamsadr.com



JOHN PETER LEE, LTD.  
ATTORNEYS AT LAW  
830 LAS VEGAS BLVD. SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9951

1 AWD  
2 JOHN PETER LEE, LTD.  
3 JOHN PETER LEE, ESQ.  
4 Nevada Bar No. 001768  
5 MICHAEL A. REYNOLDS, ESQ.  
6 Nevada Bar No. 008631  
7 830 Las Vegas Boulevard South  
8 Las Vegas, Nevada 89101  
9 (702) 382-4044 Fax: (702) 383-9950  
10 Attorneys for Plaintiff/Counterdefendant  
11 GHOLAMREZA ZANDIAN JAZI

RECEIVED  
NOV 30 2006  
JOHN PETER LEE, LTD.

DISTRICT COURT

CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDIAN JAZI,

CASE NO.: A511131  
DEPT. NO.: XIII

10 Plaintiff,

11 v.

12 RAY KOROGHLI, individually, FARIBORZ FRED  
13 SADRI, individually, and as Trustee of the Star  
14 Living Trust, WENDOVER PROJECT, LLC, a  
15 Nevada limited liability company; BIG SPRING  
16 RANCH, LLC, a Nevada limited liability company,  
17 and NEVADA LAND AND WATER  
18 RESOURCES, LLC, a Nevada limited liability  
19 company,

BEFORE ARBITRATOR  
FLOYD A. HALE

16 Defendants.

IMPLEMENTATION AWARD

18 RAY KOROGHLI, individually and FARIBORZ  
19 FRED SADRI, individually,

20 Counterclaimants,

21 v.

22 GHOLAMREZA ZANDIAN JAZI,

23 Counterdefendant.

24 WENDOVER PROJECT, LLC,

25 Counterclaimant,

26 v.

27 GHOLAMREZA ZANDIAN JAZI,

28 Counterdefendant.

1 GHOLAMREZA ZANDIAN JAZI, )  
 2 Counterclaimant, )  
 3 v. )  
 4 WENDOVER PROJECT, LLC, )  
 5 Counterdefendant. )

6 1334.022860-sy

7 **IMPLEMENTATION AWARD**

8 On September 20, 2006, an Arbitration Decision was issued in this dispute. Plaintiff  
 9 GHOLAMREZA ZANDIAN JAZI filed his Motion to Enforce Arbitration Decision on September  
 10 25, 2006. On October 24, 2006, Plaintiff filed his Motion to Implement Arbitration Award. On  
 11 October 26, 2006, Plaintiff filed his Amendment to Motion to Implement Arbitration Award and  
 12 Request for Expedited Hearing. On October 31, 2006, Defendants Sadri and Koroghli filed their  
 13 Opposition to Motion to Implement Arbitration Award. Plaintiff filed his Reply Re: Motion to  
 14 Implement Arbitration Award on November 2, 2006.

15 After considering the papers filed by both parties including draft transfer documents;  
 16 **THE FOLLOWING IMPLEMENTATION AWARD IS ENTERED:**

- 17 1. Defendants shall pay to John Peter Lee, Ltd., the sum of \$250,000 within five (5)
- 18 days.
- 19 2. Defendants are to execute and deliver to Plaintiff's Counsel within ten days of this
- 20 Award a Quitclaim Deed of the 320 acre parcel provided as Exhibit "1" by Plaintiff
- 21 on the 2nd day of November, 2006.
- 22 3. Defendants are to execute and deliver to Plaintiff's counsel within ten days of this
- 23 Award the Grant, Bargain and Sale Deed of the 320 acre parcel provided by Plaintiff
- 24 as Exhibit "2" on the 2<sup>nd</sup> of November, 2006.
- 25 4. Defendants are to execute and deliver to Plaintiff's counsel within ten days of this
- 26 Award the Quitclaim Deed of the 320 acre parcel provided by Plaintiff as Exhibit "3"
- 27 on November 2, 2006.
- 28 5. Defendants are to execute and deliver to Plaintiff's counsel within ten days of this

**JOHN PETER LEE, LTD.**  
 ATTORNEY AT LAW  
 830 LAS VEGAS BLVD. SOUTH  
 LAS VEGAS, NEVADA 89101  
 Telephone (702) 382-4064  
 Telecopier (702) 383-9953

**JOHN PETER LEE, LTD.**  
ATTORNEYS AT LAW  
830 LAS VEGAS BLVD. SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9953

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- Award the Grant, Bargain and Sale Deed of the Pah-Rah parcel provided by Plaintiff as Exhibit "4" on November 2, 2006.
6. Mr. Sadri is to execute and deliver to Plaintiff's counsel within ten days of this Award the Request for Full Reconveyance concerning the \$333,000 Note provided by Plaintiff as Exhibit "5" on November 2, 2006.
7. Mr. Zandian is to execute and deliver to Defendants' counsel within ten days of this Award the Quitclaim Deed of the Wendover parcel provided by Plaintiff as Exhibit "6" on November 2, 2006.
8. Mr. Zandian is to execute and deliver to Defendants' counsel within ten days of this Award the Assignment of Interest in Wendover Project, LLC, provided by Plaintiff as Exhibit "7" on November 2, 2006.
9. Mr. Zandian is to execute and deliver to Defendants' counsel within ten days of this Award the Quitclaim Deed of the Big Spring Ranch parcel provided by Plaintiff as Exhibit "8" on November 2, 2006.
10. Mr. Zandian is to execute and deliver to Defendant's counsel within ten days of this Award the Assignment of Interest in Big Spring Ranch, LLC., provided by Plaintiff as Exhibit "9" on November 2, 2006.
11. Mr. Zandian is to execute and deliver to Defendants' counsel within ten days of this Award the Assignment of Interest in Nevada Land and Water Resources, LLC., provided by Plaintiff as Exhibit "10" on November 11, 2006.
12. Mr. Zandian is to record and deliver to Defendants' counsel within ten days of this Award the four (4) Releases of Lis Pendens provided by Plaintiff as Exhibit "11" on November 2, 2006.
13. Mr. Zandian is to execute, file and deliver to Defendants' counsel within ten days of this Award the Certificate of Resignation concerning Wendover Project, LLC., provided by Plaintiff as Exhibit "12" on November 2, 2006.
14. Mr. Zandian is to execute, file and deliver to Defendants' counsel within ten days of this Award the Certificate of Resignation concerning Nevada Land and Water

JOHN PETER LEE, LTD.  
ATTORNEYS AT LAW  
830 LAS VEGAS BLVD. SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

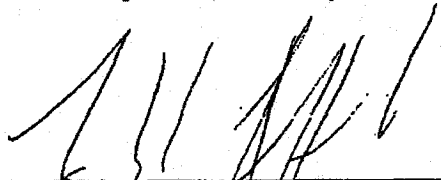
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Resources, LLC, provided as Exhibit "13" on November 2, 2006.

15. Mr. Zandian is to execute, file and deliver to Defendants' counsel within ten days of this Award the Certificate of Resignation concerning Big Spring Ranch, LLC., provided by Plaintiff as Exhibit "14" on November 2, 2006.

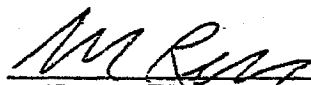
16. All parties are to sign the Mutual Release of Claims provided by Plaintiff as Exhibit "16" on November 2, 2006, and deliver a Counterpart to the other party's counsel within ten (10) from this Award.

Dated this 29<sup>th</sup> day of November, 2006.

  
\_\_\_\_\_  
FLOYD A. HALE, ARBITRATOR

Respectfully submitted

JOHN PETER LEE, LTD.

  
\_\_\_\_\_  
JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
(702) 382-4044 Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant

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

Exhibit 5

WFZ1012



1 **STAT**

2 STEVEN L. DAY, ESQ.

Nevada Bar No. 3708

3 JAMES R. NANCE, ESQ.

Nevada Bar No. 9878

4 COHEN, JOHNSON & DAY

1060 Wigwam Parkway

5 Henderson, NV 89074

6 (702) 309-3333

7 Attorneys for Defendants

**FILED**

JUL 31 4 42 PM '07

*Chaf*  
CLERK OF THE COURT

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

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11  
12 GHOLAMREZA ZANDIAN JAZI, )

13 Plaintiff, )

14 vs. )

15 RAY KOROGHLI, individually, FAIRBORZ )  
16 FRED SADRI, individually and as Trustee of )  
the Star Living Trust, WENDOVER PROJECT, )  
17 LLC, a Nevada limited liability company; BIG )  
18 SPRING RANCH, LLC, a Nevada limited )  
19 liability company, and NEVADA LAND AND )  
WATER RESOURCES, LLC, a Nevada )  
limited liability company, )

20 Defendants. )  
21 )

CASE NO. A511131  
DEPT. NO. XI

22 **AMENDED CASE APPEAL STATEMENT**

- 23  
24 1. **Name of appellant filing this case appeal statement:** Ray Koroghli,  
25 Fairborz Fred Sadri, Wendover Project, LLC, Big Spring Ranch, LLC and  
26 Nevada Land and Water Resources, LLC.  
27  
28

COHEN, JOHNSON & DAY  
1060 Wigwam Parkway  
Henderson, NV 89074  
(702) 309-3333

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2. **District Court Judge:** Honorable Elizabeth Gonzalez

3. **All parties to the District Court proceedings are as follows:**

Gholamreza Zandian Jazi, Ray Koroghli, Fairborz Fred Sadri, Wendover Project, LLC, Big Spring Ranch, LLC and Nevada Land and Water Resources, LLC.

4. **All parties involved in this appeal are as follows:** Gholamreza

Zandian Jazi as Plaintiff. Ray Koroghli, Fairborz Fred Sadri, individually and as trustee of the Star Living Trust, Wendover Project, LLC, Big Spring Ranch, LLC and Nevada Land and Water Resources, LLC, as Defendants.

5. **The following are all parties and their counsel involved in this appeal:**

John Peter Lee, Esq.  
JOHN PETER LEE, LTD.  
830 Las Vegas Blvd. South  
Las Vegas, NV 89101  
Attorneys for Plaintiff/  
Counterdefendant

Steven L. Day, Esq.  
COHEN, JOHNSON & DAY  
1060 Wigwam Parkway  
Henderson, NV 89074  
Attorneys for Defendants/  
Counterclaimants

6. **Appellants' counsel:** Appellants were represented by retained counsel in the district court.

7. **Appellants' counsel on appeal:** Appellants are represented by retained counsel on appeal.

8. **Forma Pauperis:** Appellant was not granted leave to proceed into forma pauperis.

1 9. **Commencement of action in district court:** October 5, 2005,  
2 Complaint (Case No. A511131) filed against Defendants.

3 DATED this 31<sup>st</sup> day of July, 2007.

4 COHEN, JOHNSON & DAY

5  
6 By   
7

8 STEVEN L. DAY, ESQ.  
9 Nevada Bar No. 3708  
10 JAMES R. NANCE, ESQ.  
11 Nevada Bar No. 9878  
12 1060 Wigwam Parkway  
13 Henderson, NV 89074  
14 Attorneys for Defendants

15 **CERTIFICATE OF MAILING**

16 I HEREBY CERTIFY that on the 31<sup>st</sup> day of July, 2007, I served a  
17 copy of the foregoing AMENDED CASE APPEAL STATEMENT, by causing a copy of the  
18 same to be deposited in the United States mail, postage prepaid, addressed as follows:

19 John Peter Lee, Esq.  
20 JOHN PETER LEE, LTD.  
21 830 Las Vegas Blvd. South  
22 Las Vegas, NV 89101  
23 Attorneys for Plaintiff/Counterdefendant

24 John M. Netzorg, Esq.  
25 2810 W. Charleston Blvd., #H-81  
26 Las Vegas, NV 89102  
27 Attorney for Defendants

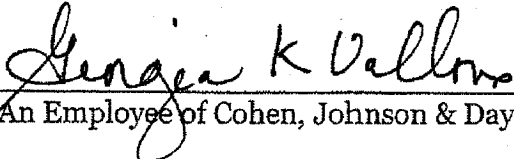
28   
An Employee of Cohen, Johnson & Day

Exhibit 6

WFZ1016

1 NOTC  
2 STEVEN L. DAY, ESQ.  
3 Nevada Bar No. 3708  
4 COHEN, JOHNSON & DAY  
5 1060 Wigwam Parkway  
6 Henderson, NV 89074  
7 (702) 309-3333

8 Attorneys for Defendants

9 DISTRICT COURT

10 CLARK COUNTY, NEVADA

11 GHOLAMREZA ZANDIAN JAZI, )

12 Plaintiff, )

13 vs. )

14 RAY KOROGHLI, individually, FAIRBORZ )  
15 FRED SADRI, individually and as Trustee of )  
16 the Star Living Trust, WENDOVER PROJECT, )  
17 LLC, a Nevada limited liability company; BIG )  
18 SPRING RANCH, LLC, a Nevada limited )  
19 liability company, and NEVADA LAND AND )  
20 WATER RESOURCES, LLC, a Nevada )  
21 limited liability company, )

22 Defendants. )

23 CASE NO. A511131  
24 DEPT. NO. XI

25 **NOTICE OF POSTING**  
26 **COST BOND**

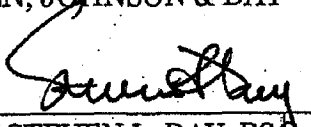
27 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

28 PLEASE TAKE NOTICE that concurrently with the filing of the Notice of Appeal  
herein, Defendants are posting Two Hundred Fifty Dollars (\$250) pursuant to NRAP 7.

DATED this 31<sup>st</sup> day of July, 2007.

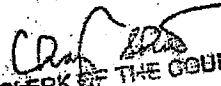
COHEN, JOHNSON & DAY

By

  
STEVEN L. DAY, ESQ.  
Nevada Bar No. 3708  
1060 Wigwam Parkway  
Henderson, NV 89074  
Attorneys for Defendants

COHEN, JOHNSON & DAY  
1060 Wigwam Parkway  
Henderson, NV 89074  
(702) 309-3333

FILED  
JUL 31 4 35 PM '07

  
CLERK OF THE COURT

**SUPREME COURT OF THE STATE OF NEVADA  
OFFICE OF THE CLERK**

GHOLAMREZA ZANDIAN JAZI,  
Appellant/Cross-Respondent,

vs.

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,  
Respondent/Cross-Appellants.

**Supreme Court No. 49924**

District Court Case No. A511131

**NOTICE TO PROVIDE PROOF OF SERVICE ON SETTLEMENT JUDGE**

TO: John Peter Lee Ltd. and Yvette Y. Freedman and John Peter Lee

This court has received Appellant/Cross-Respondent's document entitled, "Response to Appellant's Docketing Statement" which was not accompanied by proof of service on the assigned settlement judge. NRAP 16(a)(3) requires that "papers or documents filed with the Supreme Court while a case is in the settlement program shall be served on all parties and the settlement judge."

Please provide this court with the required proof of service within 10 days from the date of this notice. Include the caption and case number on the proof of service.

DATE: August 17, 2007

Janette M. Bloom, Clerk of Court

By: \_\_\_\_\_ Sy \_\_\_\_\_  
Deputy Clerk

cc: Cohen, Johnson & Day and Steven L. Day and James R. Nance  
Robert F. Saint-Aubin, Settlement Judge

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IN THE SUPREME COURT OF THE STATE OF NEVADA

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, )

Appellants,

vs.

GHOLAMREZA ZANDIAN JAZI,

Respondent.

Supreme Court No.:49924

District Court No.: A 511131

FILED

AUG 17 2007

JANETTE M. BLOOM  
CLERK OF SUPREME COURT  
BY S. V. [Signature]  
DEPUTY CLERK

1334.022860 dp

RESPONSE TO APPELLANTS' DOCKETING STATEMENT

COMES NOW, Respondent, GHOLEMREZA ZANDIAN JAZI, ("Zandian") by and through his counsel, John Peter Lee, Ltd. and files this Response to Appellants' Docketing Statement.

Respondent Zandian strongly disagrees with Appellants' docketing statement, paragraph 9, which states that the issue is: "whether the district court committed error in granting judgment on an arbitration award in a case that was not arbitrated." However, the dispute was arbitrated by Arbitrator Floyd Hale, Esq.

Therefore, the proper issue is: whether the district court committed error in confirming an arbitration award where the parties stipulated that the "the arbitration shall be binding with no right to appeal", the arbitrator conducted two full days of hearing; the arbitrator resolved the issues on the record with consent of all parties and their counsel; the arbitrator issued an Arbitration Decision; and the parties always treated the proceedings as an arbitration before, during and after the hearing before Arbitrator Hale.

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RECEIVED  
AUG 17 2007  
JANETTE M. BLOOM  
CLERK OF SUPREME COURT  
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**CONCLUSION**

The Court should adopt Respondent's statement of the issues on appeal rather than Appellants' statement because it is a more accurate reflection of what procedures transpired below.

Dated this 16<sup>th</sup> day of August, 2007.

JOHN PETER LEE, LTD.

BY: 

JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
MICHAEL A. REYNOLDS, ESQ.,  
Nevada Bar No. 008631  
YVETTE R. FREEDMAN, ESQ.  
Nevada Bar No. 009898  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
(702) 382-4044/ Fax (702) 383-9950  
e-mail: info@johnpeterlee.com  
Attorneys for Respondent  
Gholamreza Zandian Jazi



1 CERTIFICATE OF MAILING

2 I HEREBY CERTIFY that on the 16<sup>th</sup> day of August, 2007, I served a copy of the above and  
3 foregoing RESPONSE TO APPELLANTS' DOCKETING STATEMENT upon the appropriate  
4 parties hereto, by enclosing it in a sealed envelope, deposited in the United States mail, upon which  
5 first class postage was fully prepaid addressed to:

6 COHEN, JOHNSON & DAY  
7 Steven L. Day, Esq.  
8 James R. Nance, Esq.  
1060 Wigwam Parkway  
Henderson, NV 89074

9 There is regular communication by mail between the place of mailing and the place so  
10 addressed.

11   
12 An Employee of JOHN PETER LEE, LTD.

ORIGINAL

FILED

AUG 20 2007

JANETTE M. BLOOM  
CLERK OF SUPREME COURT  
BY *J. Castillo*  
DEPUTY CLERK

1 JOHN PETER LEE, LTD.  
JOHN PETER LEE, ESQ.  
2 Nevada Bar No. 001768  
MICHAEL A. REYNOLDS, ESQ.  
3 Nevada Bar No. 009898  
YVETTE R. FREEDMAN, ESQ.  
4 Nevada Bar No. 009898  
830 Las Vegas Boulevard South  
5 Las Vegas, Nevada 89101  
Ph: (702) 382-4044/Fax: (702) 383-9950  
6 Attorneys for Respondent

7  
8 **IN THE SUPREME COURT OF THE STATE OF NEVADA**  
9

10 RAY KOROGHLI, individually, FARIBORZ FRED) Supreme Court No.:49924  
SADRI, individually, and as Trustee of the Star )  
11 Living Trust, WENDOVER PROJECT, LLC, a ) District Court No.: A 511131  
Nevada limited liability company; BIG SPRING )  
12 RANCH, LLC, a Nevada limited liability company, )  
and NEVADA LAND AND WATER )  
13 RESOURCES, LLC, a Nevada limited liability )  
company, )

14 Appellants,

15 vs.

16 GHOLAMREZA ZANDIAN JAZI,

17 Respondent.  
18

1334.023317-JLR

19  
20 **MOTION FOR LEAVE TO FILE A REPLY**  
**IN SUPPORT OF MOTION TO DISMISS**

21 COMES NOW, Respondent, GHOLEMREZA ZANDIAN JAZI, ("Zandian") by and through  
22 his counsel, John Peter Lee, Ltd. and files this Motion for Leave to File a Reply in Support of  
23 Motion to Dismiss. This Motion is made and based upon the following Points and Authorities, all  
24 pleadings and papers filed herein and any oral argument the Court may schedule regarding this  
25 matter.

26 Zandian requests the Court enter an order granting permission for him to file a Reply in  
27 Support of Motion to Dismiss in substantially the same form as is attached hereto.

28 AUG 20 2007

JANETTE M. BLOOM  
CLERK OF SUPREME COURT  
DEPUTY CLERK

JOHN PETER LEE, LTD.  
ATTORNEYS AT LAW  
830 LAS VEGAS BOULEVARD SOUTH  
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07-18301022

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 POINTS AND AUTHORITIES

2 NRAP 27(a) authorizes the filing of a reply in support of a motion only upon the granting  
3 of permission by the Court. Appellants filed their Opposition to Zandian's Motion to Dismiss on  
4 or about August 13, 2007. This Opposition argues that the parties did not arbitrate their dispute.  
5 This argument is disingenuous given the fact that Appellants always treated this matter as an  
6 arbitration and Appellants conceded that the dispute was arbitrated by challenging the Arbitration  
7 Award under NRS 38.000 *et seq.*

8 Appellants' Opposition to the Motion to Dismiss intentionally mischaracterizes the  
9 proceedings below to such an extent that Zandian must respectfully request the opportunity to  
10 demonstrate the lack of merit to the Appellants' Opposition.

11 CONCLUSION

12 Respondent Zandian respectfully requests the Court enter an order granting permission for  
13 him to file a Reply in Support of Motion to Dismiss in substantially the same form as is attached  
14 hereto.

15 Dated this 17th day of August, 2007.

16 JOHN PETER LEE, LTD.

17 BY: 

18 JOHN PETER LEE, ESQ.

Nevada Bar No. 001768

19 MICHAEL A. REYNOLDS, ESQ.

Nevada Bar No. 008631

20 YVETTE R. FREEDMAN, ESQ.

Nevada Bar No. 009898

21 830 Las Vegas Boulevard South

Las Vegas, Nevada 89101

22 (702) 382-4044/ Fax (702) 383-9950

e-mail: info@johnpeterlee.com

23 Attorneys for Respondent

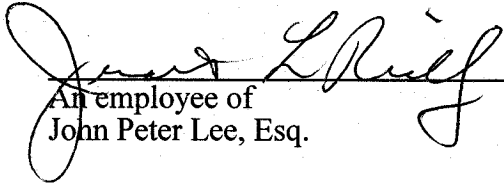
**JOHN PETER LEE, LTD.**  
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Telephone (702) 382-4044  
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**CERTIFICATE OF MAILING**

I HEREBY CERTIFY that on the 17th day of August, 2007, I served a copy of the above and foregoing MOTION FOR LEAVE TO FILE A REPLY IN SUPPORT OF MOTION TO DISMISS upon the appropriate parties hereto, by enclosing it in a sealed envelope, deposited in the United States mail, upon which first class postage was fully prepaid addressed to:

Steven L. Day, Esq.  
Cohen, Johnson & Day  
1060 West Wigwam Parkway  
Henderson, Nevada 89074

  
An employee of  
John Peter Lee, Esq.

**JOHN PETER LEE, LTD.**  
ATTORNEYS AT LAW  
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LAS VEGAS, NEVADA 89101  
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Telecopier (702) 383-9950

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**IN THE SUPREME COURT OF THE STATE OF NEVADA**

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,

Supreme Court No.: 49924  
District Court No.: A 511131

Appellants,

vs.

GHOLAMREZA ZANDIAN JAZI,

Respondent.

1334.023317-JLR

**REPLY TO OPPOSITION TO MOTION TO DISMISS APPEAL**

JOHN PETER LEE, LTD.  
John Peter Lee, Esq.  
Nevada Bar No. 001768  
Michael A. Reynolds, Esq.  
Nevada Bar No. 008631  
Yvette R. Freedman, Esq.  
Nevada Bar No. 009898  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
(702) 382-4044  
Attorneys for Respondent,  
Gholamreza Zandian Jazi

**JOHN PETER LEE, LTD.**  
ATTORNEYS AT LAW  
830 LAS VEGAS BOULEVARD SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

1 COMES NOW Respondent GHOLAMREZA ZANDIAN JAZI, by and through his counsel,  
2 John Peter Lee, Ltd., and files this Reply to Opposition to Motion to Dismiss the Appeal of  
3 Appellants RAY KOROGHLI, individually, FARIBORZ FRED SADRI, individually, and as Trustee  
4 of the Star Living Trust, WENDOVER PROJECT, LLC, a Nevada limited liability company; BIG  
5 SPRING RANCH, LLC, a Nevada limited liability company, and NEVADA LAND AND WATER  
6 RESOURCES, LLC, a Nevada limited liability company.

7 This Reply is based upon NRS 38.231, the following points and authorities, all papers on file  
8 herein, the record on appeal, and any oral argument to be presented if permitted by the Court.

9 **MEMORANDUM OF**  
10 **POINTS AND AUTHORITIES**

11 **INTRODUCTION**

12 The Court should dismiss Appellants' appeal because: (1) throughout Arbitrator Hale's  
13 recitation of his intention to file an arbitration decision, Appellants and their counsel were given  
14 multiple opportunities to object or question the arbitrator concerning their late assertion that the  
15 arbitration metamorphosized into a mediation, but instead they sat silent; and (2) a review of the  
16 pleadings and transcripts reveal that both parties, the Arbitrator and the district court consistently  
17 considered the proceedings to be an arbitration.

18 **ARGUMENT**

19 NRS 38.231 provides authority for Arbitrator Hale's Arbitration Award and Arbitration  
20 Decision whereby he decided a request for a summary disposition of a claim or a particular issue  
21 when all interested parties agreed. Specifically, NRS 38.231(2)(a) states:

22 An arbitrator may decide a request for summary  
23 disposition of a claim or a particular issue:  
(a) If all interested parties agree . . .

24 In the present case, all interested parties and their counsel attended the arbitration hearings and  
25 agreed on the record that Arbitrator Hale should decide their request for summary disposition of  
26 particular issues and the claims. With this statutory authority to issue an Arbitration Decision which  
27 disposes of particular issues and claims, Arbitrator Hale's Decision and Award should be confirmed  
28 and the instant appeal dismissed.

1 **I. The Arbitration Award Is Not A Settlement Agreement Because The Parties Agreed**  
2 **To Retain Arbitrator Hale To Incorporate Agreed Upon Terms Into An Arbitration**  
3 **Award Instead Of A Settlement Agreement.**

4 Appellants' representation that "the case was never arbitrated" is disingenuous. A review  
5 of the pleadings and transcripts reveal that both parties, the Arbitrator and the Court consistently  
6 considered the proceedings to be an arbitration. Appellants participated fully in arbitration  
7 proceedings before Floyd Hale and even unsuccessfully moved for a change in the Hale Arbitration  
8 Award. See Exhibit 1. Therefore, the Arbitration Award is not a settlement agreement and the  
9 Parties never agreed to treat the Arbitration Award as a settlement agreement.

10 The parties stipulated that "the arbitration shall be binding with no right to appeal."  
11 Arbitrator Hale conducted two full days of hearing allowing Appellant to cross-examine Respondent  
12 Zandian. Appellants' present counsel did not attend the arbitration hearing and therefore, incorrectly  
13 states that there was no cross-examination. Appellants' misrepresent the arbitration hearing in an  
14 effort to minimize the proceedings to bolster their stance that somehow the dispute was not  
15 arbitrated.

16 The Court should look beyond Appellants' argument and review the pleadings and  
17 transcripts. From the transcript of the arbitration hearing, it is evidence that Arbitrator Hale resolved  
18 the issues on the record with consent of all parties and their counsel. Arbitrator Hale stated for the  
19 record:

20 Having heard two full days of testimony, having reviewed  
21 all the exhibits, the depositions that were submitted, and  
22 arguments of counsel, it appears to me that this resolution  
23 of the case will be as follows: And counsel are free to  
24 correct me. See Exhibit 2, 3:16. Reporter's Transcript of  
25 Arbitration Proceedings.

26 During the arbitration hearing, the Arbitrator also stated for the record "so the resolution will  
27 be as follows" and then proceeded to set out the terms of the Arbitration Decision. See Exhibit 2,  
28 4:18. The Arbitrator concluded the arbitration hearing by stating on the record:

I thought what I would do is take the transcript and file  
an arbitration decision, indicating that I heard evidence, that  
I interviewed the parties, that my arbitration decision is  
attached hereto as Exhibit 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 In reply to the above statement, neither Appellants or their counsel offered any objection.  
2 Instead, Arbitrator Hale confirmed his intent to file an arbitration decision by stating “[i]n case there  
3 is any questions is that all right?” Again, neither Appellants or their counsel offered any objection.  
4 Arbitrator Hale further stated “[t]hat is why I was ordering a transcript.” See Exhibit 2, 12:3-7.  
5 Throughout Arbitrator Hale’s recitation of his plans to file an arbitration decision, Appellants and  
6 their counsel were given opportunities to object or question the arbitrator about the form of the  
7 process, but instead they sat silent. See Exhibit 2, 12:3-7.

8 Shortly thereafter, the arbitrator followed through with his statements made during the  
9 arbitration hearing and issued an Arbitration Decision. See Exhibit 3. Thereupon, appellants filed  
10 a “Motion to Change Award by Arbitrator Pursuant to NRS 38.237” with Arbitrator Hale and Motion  
11 to Vacate Arbitration Award, or in the alternative, Motion to Modify or Correct, thereby conceding  
12 that Arbitrator Hale had the power and authority to act as an arbitrator. See Exhibits 4 and 5. It is  
13 only upon retrospection fueled by Arbitrator Hale’s refusal to change the Arbitration Award, that  
14 appellants now concoct the argument that the case was not arbitrated despite Appellants’ motion  
15 which recognized Arbitrator Hale’s authority as arbitrator to change his Arbitration Award. The  
16 parties always treated the proceedings as an arbitration before, during and after the hearing before  
17 Arbitrator Hale.

18 Appellants rely extensively on the transcript of the January 11, 2007 hearing on Plaintiff’s  
19 Motion for Confirmation. However, Appellants fail to attach the entire transcript to their  
20 Opposition. Upon review of the entire transcript, it is clear that the while district court ordered the  
21 parties to go back to Arbitrator Hale, as arbitrator; the court never divested Arbitrator Hale of his  
22 authority to act as an arbitrator. See Exhibit 6.

23 Respondent’s counsel, Ms. Holly Fic, maintained that “Mr. Hale stated that he would file  
24 an arbitration decision, to which none of the parties objected.” See Exhibit 6; 3:17-18. Even with  
25 the representation that Arbitrator Hale would file an arbitration decision, the district court did not  
26 order the Arbitrator Hale conduct some sort of mediation or craft a settlement agreement. Exhibit  
27 7. The district court did not find offense to Arbitrator Hale filing an arbitration decision because all  
28



1 parties, counsel, arbitrator and court understood that the case had been arbitrated. Instead, the court  
2 stated:

3 I know that Mr. Hale drafted an arbitration award, because he  
4 conducted a portion of the arbitration. And I don't really have a  
problem with that . . . See Exhibit 6; 27:25, 28:2.

5 The Appellants' tactics have consistently amounted to attempts to disrupt, delay, re-negotiate,  
6 and overturn a straightforward Arbitration Award. Notwithstanding Appellants tactics, the  
7 Arbitrator Report and Recommendation to the District Court thoroughly addresses all the issues  
8 resolved by the original Arbitration Award. Exhibit 8. The Court should dismiss Appellants' appeal  
9 because it is only orchestrated to treat an Arbitration Award as a settlement agreement despite the  
10 intent of the parties and its plain language.

11 **CONCLUSION**

12 Based on the foregoing, Respondent Zandian respectfully requests that this Court grant his  
13 Motion to Dismiss the Appeal.

14 Dated this 17th day of August, 2007.

15 JOHN PETER LEE, LTD.

16  
17 BY: 

18 JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
19 MICHAEL A. REYNOLDS, ESQ.,  
Nevada Bar No. 008631  
20 YVETTE R. FREEDMAN, ESQ.  
Nevada Bar No. 009898  
830 Las Vegas Boulevard South  
21 Las Vegas, Nevada 89101  
(702) 382-4044/ Fax (702) 383-9950  
22 e-mail: info@johnpeterlee.com  
23 Attorneys for Respondent  
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1 ARB  
2 FLOYD A. HALE, ESQ.  
3 Nevada Bar No. 1873  
4 JAMS  
5 2300 W. Sahara, #900  
6 Las Vegas, NV 89102  
7 Ph: (702) 457-5267  
8 Fax: (702) 437-5267  
9 Arbitrator

7 DISTRICT COURT

8 CLARK COUNTY, NEVADA

10 GHOLAMREZA ZANDIAN JAZI, ) Case No. A511131  
11 ) Dept. No. XII  
12 Plaintiff, )  
13 vs. )  
14 RAY KOROGHILI, individually, )  
15 FABIRORZ FRED SADRI, individually, )  
16 and as Trustee of the Star Living Trust, )  
17 WENDOVER PROJECT, LLC, a Nevada )  
18 limited liability company; BIG SPRING )  
19 RANCH, LLC, a Nevada limited liability )  
20 company, and NEVADA LAND AND )  
21 WATER RESOURCES, LLC, a Nevada )  
22 limited liability company, )  
23 Defendants. )

21 **ARBITRATION DECISION**

22 On October 11, 2006, the Arbitrator received the Defendant's **MOTION TO CHANGE**  
23 **AWARD BY ARBITRATOR PURSUANT TO NRS 38.237.** The Motion requests that  
24 Zandian Jazi: Execute documents necessary to have the property transferred as required by the  
25 Arbitration Decision; issue guarantees that he has not made transfers to third parties; assign shares  
26 of shipyard stock; warrant and verify that he is in a position to execute documents required by the  
27  
28

FLOYD A. HALE  
SPECIAL MASTER  
2300 W. SAHARA, SUITE 900  
LAS VEGAS, NV 89102  
PHONE (702) 457-5267 EMAIL fhaale@floydahale.com

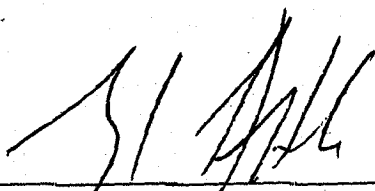
1 Arbitration Decision and verify other factual issues that were the subject of the Arbitration  
2 Agreement.

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 11<sup>th</sup> day of October, 2006.

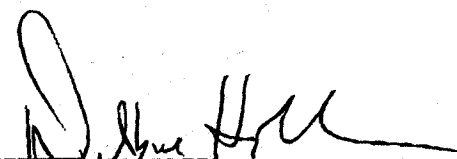
14 By:   
15  
16 FLOYD A. HALE  
17 2300 W. Sahara, #900  
18 Las Vegas, NV 89102  
19 Arbitrator

20 CERTIFICATE OF FACSIMILE

21 I hereby certify that on the 11<sup>th</sup> day of October, 2006, I faxed and mailed a true and  
22 correct copy of the foregoing addressed to:

23 John Peter Lec, Esq.  
24 830 Las Vegas Boulevard South  
25 Las Vegas, NV 89101  
26 Attorneys for Plaintiffs  
27 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:   
27 Employee of Jams  
28

FLOYD A. HALE  
SPEC. MASTER  
2300 W. SAHARA, SUITE 900  
LAS VEGAS, NV 89102  
PHONE (702) 457-5257 EMAIL: fhaale@floydahale.com



DISTRICT COURT

CLARK COUNTY, NEVADA

GHOLAMREZA ZANDIAN JAZI,

Plaintiff,

vs.

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,

Defendants.

RAY KOROGHLI, individually  
and FARIBORZ FRED SADRI,  
individually,

Counterclaimants,

vs.

GHOLAMREZA ZANDIAN JAZI,

Counterdefendant.

COPY

CASE NO. A511131  
DEPT. NO. XIII

RECEIVED  
SEP 12 2006  
JOHN PETER LEE, LTD.

REPORTER'S TRANSCRIPT OF ARBITRATION PROCEEDINGS

BEFORE ARBITRATOR FLOYD A. HALE, ESQ.

Taken on Friday, September 8, 2006

At 2:48 o'clock p.m.

At 2300 W. Sahara, Ste. 900

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Las Vegas, Nevada

REPORTED BY: MARY DANE McCOY, CCR NO. 219

APPEARANCES:

For the Plaintiff/  
Counterdefendant:

**JOHN PETER LEE, ESQ.**

&

**MICHAEL A. REYNOLDS, ESQ.**

John Peter Lee, Ltd.  
830 Las Vegas Blvd. South  
Las Vegas, Nevada 89101

For the Defendants:

**JOHN M. NETZORG, ESQ.**

2810 W. Charleston, Ste. H-81  
Las Vegas, Nevada 89102

Also Present:

**AMY CONNELL, PARALEGAL**  
**GHOLAMREZA ZANDIAN JAZI**  
**RAY KOROGHLI**  
**FARIBORZ FRED SADRI**

1           ARBITRATOR HALE: This is the time that was  
2 set this morning for the continuation of the binding  
3 arbitration related to the litigation initiated in  
4 District Court for Clark County, Nevada, Case A511131,  
5 Jazi versus Koroghli, et al. Would people please note  
6 their appearance for the court reporter?

7           MR. LEE: John Peter Lee representing Mr.  
8 Zandian who is present here today, Mr. Michael Reynolds  
9 in association with me.

10           MR. NETZORG: John Netzorg with Ray Koroghli,  
11 Fred Sadri individually and both as managing members of  
12 the Nevada Land & Water Company, LLC; Big Springs  
13 Ranch, LLC; and Wendover Project, LLC.

14           MR. LEE: Let the record further show that  
15 Amy Connell is here as our paralegal.

16           ARBITRATOR HALE: Having heard two full days  
17 of testimony, having reviewed all the exhibits, the  
18 depositions that were submitted, and arguments of  
19 counsel, it appears to me that the resolution of this  
20 case will be as follows: And counsel are free to  
21 correct me.

22           MR. NETZORG: This is pursuant to a  
23 stipulation obviously, so we want to make sure there is  
24 a universal and complete resolution of all issues --

25           MR. LEE: Let's let him get through this,



1 John.

2 ARBITRATOR HALE: This will completely  
3 resolve all claims of the LLCs and the individuals that  
4 are involved in this litigation.

5 The entire interest in the Pah Rah, LLC and  
6 property will be transferred to Mr. Zandian free and  
7 clear of all indebtedness, including the promissory  
8 note secured by deed of trust issued for the benefit of  
9 Mr. Sadri.

10 MR. NETZORG: With that there is the  
11 outstanding obligation to Mr. Jeff Codega or  
12 whatever --

13 MR. LEE: John, please do me a favor, let the  
14 gentleman finish, let him finish and we will put our  
15 comments --

16 ARBITRATOR HALE: Yeah, let me start all  
17 over.

18 So the resolution will be as follows: The  
19 Pah Rah property and LLC and all interest therein will  
20 be transferred free and clear to Mr. Zandian, including  
21 a waiver of any rights under the promissory note  
22 secured by deed of trust or other security for the  
23 benefit of Mr. Sadri. Any obligation to Mr. Jeff  
24 Codega, C-O-D-E-G-A, related to work that he has  
25 performed as to that specific real property will be the

1 obligation of Mr. Zandian. That is the first item.

2 Item 2: The 320 acres referenced in the  
3 lawsuit and the briefs will be transferred free and  
4 clear to Mr. Zandian without any obligation to the  
5 other litigants or parties to this arbitration or  
6 anyone else who may profess to have an interest in the  
7 320 acres that are bound by this lawsuit.

8 No. 3: Mr. Sadri and Mr. Koroghli will,  
9 within 30 days from today, pay Mr. Zandian \$250,000  
10 cash in return for Mr. Zandian waiving any claims or  
11 any rights to the Big Springs, LLC?

12 MR. KOROGHLI: Ranch, LLC.

13 ARBITRATOR HALE: Big Springs Ranch, LLC, or  
14 the Wendover Project -- I had purchase -- Project.  
15 That is the next item.

16 Finally all of the LLCs and properties that  
17 are the subject of this arbitration lawsuit, including  
18 Pah Rah, the 320 acres, the Big Springs Ranch, and the  
19 Wendover Purchase or Project waive any claim to  
20 reimbursement or participation in any consulting fees  
21 paid to Mr. Zandian from the seller. The parties will  
22 through counsel prepare any necessary documents to  
23 effect the transfers of the LLCs and any underlying  
24 real estate, and the parties and representatives of  
25 these LLCs will execute all necessary documents to

1 effect this settlement and arbitration order.

2 Would counsel like to add anything to these  
3 terms?

4 MR. LEE: We would like to have the check  
5 payable to my office for 250,000.

6 ARBITRATOR HALE: All right. The settlement  
7 check will be payable to John Peter Lee, Ltd.

8 Anything else?

9 MR. NETZORG: We would like a mutual release  
10 executed by and between the parties.

11 ARBITRATOR HALE: I think that is part of the  
12 documents that I referenced and I would agree.

13 MR. NETZORG: We need a warranty from the  
14 parties that the properties and interest being  
15 transferred haven't been previously transferred, that  
16 the parties, in fact, do currently hold those  
17 interests, and they are capable of transferring the  
18 interests that are subject to this order free and clear  
19 of claims by any third parties.

20 ARBITRATOR HALE: I'll allow the two of you  
21 to work out that language. Obviously if you signed for  
22 an LLC, you are representing and warranting that you  
23 have that authority, but you can work that into the  
24 settlement language and see if we have an agreement.

25 MR. NETZORG: In particular, we are dealing

1 with three married guys and we want to know they are  
2 speaking for the community interest of their spouses on  
3 each and every one of these transfers.

4 ARBITRATOR HALE: We may want spouses to  
5 sign --

6 MR. LEE: We can work out the form of the  
7 details, I'm not concerned about that, if necessary we  
8 can get preliminary title reports. That is what I plan  
9 on doing.

10 MR. NETZORG: Just to -- some of interests  
11 aren't going to be reflected and the conveyance  
12 of the membership interest in the LLCs is not of  
13 record, so we need to have warranties in satisfaction  
14 that there hasn't been a pledge of these interests  
15 previously.

16 ARBITRATOR HALE: That is fine, that can be  
17 in the settlement agreement.

18 Any issue regarding the sufficiency or the  
19 necessity of settlement agreements or documentations  
20 for transfer of property, I'm retaining my authority as  
21 the arbitrator to resolve that issue.

22 MR. NETZORG: We would want to do an  
23 allocation of the purchase price for the LLC interests  
24 that correspond -- we may do an allocation of the  
25 purchase price for the LLC interests.

1 MR. LEE: You can allocate anything you want  
2 to.

3 MR. NETZORG: That is good, as long as you  
4 understand.

5 MR. LEE: It is not my involvement. You can  
6 allocate anything you want.

7 ARBITRATOR HALE: Mr. Netzorg, you will have  
8 the right to do whatever accounting you wish on Big  
9 Springs and Wendover and Mr. Lee and his client will  
10 have the right to do whatever allocation they want on  
11 the 320 acres and the Pah Rah property.

12 MR. NETZORG: I would ask that you retain  
13 jurisdiction to enforce the settlement agreement.

14 ARBITRATOR HALE: I already took it.

15 MR. NETZORG: Okay.

16 MR. LEE: He just did it. That is crucial.

17 MR. NETZORG: The candy has been excellent  
18 but I'm -- then there is, with the understanding that  
19 those items, thank you very much and thank you for the  
20 excellent job you have done.

21 ARBITRATOR HALE: I omitted something you two  
22 didn't catch. The defamation claim is resolved by this  
23 agreement.

24 MR. LEE: Everybody pays their own fees and  
25 otherwise bears their own fees and costs.

1           ARBITRATOR HALE: Mr. Netzorg, you may have  
2 missed that, I'm sorry, you were conversing with your  
3 client. This agreement also includes a dismissal and  
4 waiver of all claims of Mr. Zandian for defamation as  
5 alleged in the documents that are the subject of this,  
6 and each party is to pay their own fees and costs.

7           MR. NETZORG: Very good. Also, any third  
8 party claims that may have arisen, apparently there was  
9 some suggestion about litigation as a result of the  
10 July 21, '05 transfer of the property from Wendover  
11 Project, LLC to the Peppermill, just to make certain --

12           ARBITRATOR HALE: He waived all claims as to  
13 the Wendover Property or Project.

14           MR. NETZORG: Very good.

15           MR. LEE: All claims except what is on the  
16 record.

17           ARBITRATOR HALE: The payments he is entitled  
18 to under the record on the transfer of the property and  
19 rights under the record.

20           MR. KOROGHLI: Against the purchaser, against  
21 the title company, we want to make sure that everybody  
22 -- there is not going to be another lawsuit flying over  
23 six months from now, a year from now from Mr. Zandian.

24           ARBITRATOR HALE: All claims related to all  
25 LLCs and properties that are the subject of this

1 arbitration are completely resolved by this agreement.

2 MR. KOROGHLI: Thank you, sir.

3 MR. NETZORG: Thank you very much, I  
4 appreciate it.

5 ARBITRATOR HALE: I do want to state for the  
6 record I would like to have a copy of the transcript.

7 I would like to advise the parties that I  
8 consider it an honor that you asked me to help attempt  
9 to mediate this as opposed to arbitrate it. I think  
10 you have all been very candid with me in a very  
11 difficult, personal, gut-wrenching project. It was a  
12 compliment to me that attorneys of this caliber asked  
13 me to arbitrate it, but it is even more of a compliment  
14 to me and an honor to try to mediate a case for three  
15 people that know a lot more about these issues than I  
16 do and I appreciate that.

17 And I have to tell you, as you know, I've  
18 been here 31 years, I do three or four or five  
19 arbitrations or mediations a week, I deal with  
20 attorneys from all over the country, I'm a special  
21 master on six hotel construction projects now and three  
22 other high-rise projects and I deal with attorneys from  
23 every state. You don't get attorneys of any higher  
24 caliber than the two attorneys that are working on this  
25 case. So I know it was hard fought, I know it was

1 probably expensive, and I know it was thorough and  
2 probably difficult for all of you, but both sides are  
3 very lucky to get these attorneys on this type of case,  
4 because I have to tell you, unfortunately in the  
5 overwhelming number of cases, there is usually some  
6 weak link in the chain and we got two -- it was a  
7 pleasure to watch them work and do their craft in this  
8 case.

9           So if I can be of any further assistance,  
10 I'll be glad to. I will resolve any disputes on the  
11 written agreements if it is necessary, I doubt it with  
12 these two attorneys, but with that, I think we can all  
13 take the rest of our Friday afternoon off.

14           MR. LEE: Thank you, Mr. Hale, for taking it  
15 on and doing such a fine job in getting it resolved.

16           MR. NETZORG: It was a very difficult case.  
17 A lot of details. Mastered incredibly.

18           ARBITRATOR HALE: Thank you. We are done.

19           MR. LEE: There is going to be an order of  
20 some kind to get filed, I would think?

21           ARBITRATOR HALE: I thought what I would do  
22 is take the transcript and file an arbitration  
23 decision, indicating that I heard evidence, that we  
24 heard testimony, that I reviewed documents, that I  
25 interviewed the parties, that my arbitration decision



1 is attached hereto as Exhibit A.

2 MR. LEE: Okay.

3 ARBITRATOR HALE: In case there is any  
4 question. Is that all right?

5 MR. LEE: Very good.

6 ARBITRATOR HALE: That is why I was ordering  
7 a transcript.

8 (Thereupon, the proceedings  
9 concluded at 3:02 p.m.)

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## 1 CERTIFICATE OF REPORTER

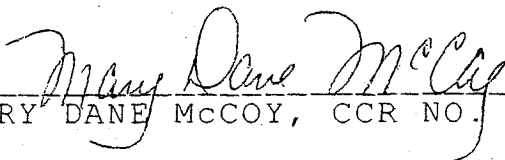
2 STATE OF NEVADA )  
 ) ss:  
 3 COUNTY OF CLARK )

4 I, Mary Dane McCoy, a duly commissioned  
 5 Notary Public, Clark County, State of Nevada, do hereby  
 6 declare: That I reported the proceedings in the before  
 7 entitled matter at the time and place indicated;

8 That I thereafter transcribed my said  
 9 shorthand notes into typewriting and that the foregoing  
 10 transcript is a complete, true and accurate  
 11 transcription of my said shorthand notes, to the best  
 12 of my knowledge, skill and ability.

13 I further declare that I am not a relative or  
 14 employee of counsel of any of the parties, nor a  
 15 relative or employee of the parties involved in said  
 16 action, nor a person financially interested in the  
 17 action.

18 IN WITNESS WHEREOF, I have set my hand in my  
 19 office in the County of Clark, State of Nevada, this  
 20 11th day of September, 2006.

21  
 22   
 23 MARY DANE McCOY, CCR NO. 219  
 24  
 25



SPECIAL MASTER  
2300 W. LAKE SUITE 900  
LAS VEGAS, NEVADA 89102  
PHONE (702) 457-5267 EMAIL fhale@floydhale.com

1 ARB  
2 FLOYD A. HALE, ESQ.  
3 Nevada Bar No. 1873  
4 JAMS  
5 2300 W. Sahara, #900  
6 Las Vegas, NV 89102  
7 Ph: (702) 457-5267  
8 Fax: (702) 437-5267  
9 Arbitrator

DISTRICT COURT

CLARK COUNTY, NEVADA

10 GHOLAMREZA ZANDIAN JAZI, ) Case No. A511131  
11 ) Dept. No. XII  
12 Plaintiff, )  
13 vs. )  
14 RAY KOROGHLI, individually, )  
15 FABIRORZ FRED SADRI, individually, )  
16 and as Trustee of the Star Living Trust, )  
17 WENDOVER PROJECT, LLC, a Nevada )  
18 limited liability company; BIG SPRING )  
19 RANCH, LLC, a Nevada limited liability )  
20 company, and NEVADA LAND AND )  
21 WATER RESOURCES, LLC, a Nevada )  
22 limited liability company, )  
23 Defendants. )

ARBITRATION DECISION

24 Arbitration Hearings in this matter were conducted for two full days. The parties  
25 submitted voluminous exhibits, depositions and briefs to the Arbitrator. Having reviewed the  
26 documentation submitted and having heard the testimony and representations of the parties, the  
27 following Arbitration Decision is entered:

- 28 1. The entire interest in the Pah Rah, LLC, property will be transferred to Gholamreza

1 Zandian Jazi, free and clear of all encumbrances, including the promissory note secured by Deed  
2 of Trust issued for the benefit of Fariborz Fred Sadri; any obligation owed to Jeff Codega, related  
3 to work that was performed as to the Pah Rah real estate will be the obligation of Gholamreza  
4 Zandian Jazi;  
5

6 2. The 320 acres referenced in the briefs and this lawsuit will be transferred free and clear  
7 to Gholamreza Zandian Jazi without any obligation to the other litigants or parties to this  
8 Arbitration or to any other party who may profess to have an interest in the 320 acres that are  
9 bound by this lawsuit and Arbitration;  
10

11 3. Fariborz Fred Sadri and Ray Koroghli will, within 30 days from the service of this  
12 Arbitration Decision, pay Gholamreza Zandian Jazi \$250,000.00 in return for Gholamreza  
13 Zandian Jazi waiving any claims or any rights as to the Big Springs Ranch, LLC or any of its  
14 assets;  
15

16 4. That Gholamreza Zandian Jazi will transfer any interest in the Wendover project, LLC,  
17 including all assets and real estate to Fariborz Fred Sadri and Ray Koroghli;  
18

19 5. All of the entities and properties that are the subject of this Arbitration and lawsuit,  
20 including Pah Rah, LLC, the owners of the 300 acres referenced above, the Big Springs Ranch,  
21 LLC, and the Wendover purchase or Wendover Project, LLC, referenced in this lawsuit and  
22 Arbitration waive any claims to reimbursement or participation in any consulting fees previously  
23 paid to Gholamreza Zandian Jazi from the seller of the real estate to those entities;  
24

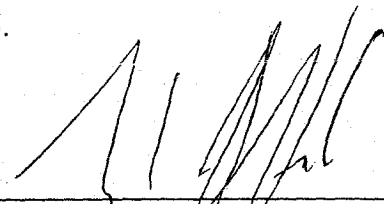
25 6. That the parties, through counsel, will prepare all necessary documents to effect the  
26 transfers of the real estate assets and LLC entities and the parties to this lawsuit and Arbitration  
27 will execute all necessary documents to effect this Arbitration Order, including a mutual Release  
28 to be executed by all parties.

FLOYD A. HALE  
SPECIAL MASTER  
2300 W. LAS VEGAS AVE. SUITE 900  
LAS VEGAS, NEVADA 89102  
PHONE (702) 457-5267 EMAIL fhaile@floydahale.com

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7. That each party pay their own fees and costs incurred herein.

DATED this 20<sup>th</sup> day of September, 2006.

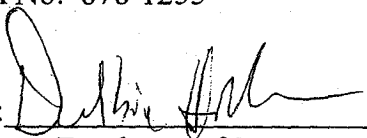
By:   
FLOYD HALE, Arbitrator  
2300 West Sahara Avenue, #900  
Las Vegas, NV 89102

CERTIFICATE OF FACSIMILE AND MAIL

I hereby certify that on the 21 day of September, 2006, I faxed and mailed a true and correct copy of the foregoing addressed to:

John Peter Lee, Esq.  
830 Las Vegas Boulevard South  
Las Vegas, NV 89101  
Attorneys for Plaintiffs  
Fax No. 383-9950

John Netzorg, Esq.  
2810 West Charleston Blvd. #H-81  
Las Vegas, NV 89102  
Attorneys for Defendants  
Fax No. 878-1255

By:   
Employee of Jams

FLOYD A. HALE  
SPECIFIC MASTER  
2300 W. S. W. SUITE 900  
LAS VEGAS, NV 89102  
PHONE (702) 457-5267 EMAIL fhale@floydahale.com



John M. Netzorg  
10-11-04

LAW OFFICES OF  
**JOHN M. NETZORG**  
2810 W. CHARLESTON E SUITE H-81  
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(702) 878-3400

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MOT  
JOHN M. NETZORG, ESQ.  
Nevada Bar No. 1335  
2810 West Charleston Boulevard, #H-81  
Las Vegas, Nevada 89102  
(702) 878-3400  
Attorney for RAY KOROGHLI, individually  
FARIBORZ FRED SADRI, individually and as Trustee  
of the STAR LIVING TRUST

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

GHOLAMREZA ZANDIAN JAZI, )  
)  
Plaintiff, ) CASE NO. A 511131  
) DEPT. NO. XIII  
)  
vs. )  
) **MOTION TO CHANGE**  
) **AWARD BY ARBITRATOR**  
) **PURSUANT TO NRS 38.237**  
RAY KOROGHLI, individually, FARIBORZ )  
FRED SADRI, individually and as Trustee of the )  
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)  
Defendants )  
\_\_\_\_\_)  
RAY KOROGHLI, individually and FARIBORZ )  
FRED SADRI, individually )  
)  
Counterclaimants )  
)  
vs. )  
)  
GHOLAMREZA ZANDIAN REZA )  
)  
Counterdefendant )  
\_\_\_\_\_)

Pursuant to N.R.S. 38.237, the Defendants/Counterclaimants would request that the



1 Arbitrator modify or correct the award to conform with the Arbitrator's oral pronouncements and  
2 the intention of the parties. *N.R.S. 38.237* provides that there may be a modification or  
3 correction on a motion within twenty days of receipt of notice of the award.

4 **1. There was an express requirement of the settlement that Mr. Zandian's**  
5 **wife sign the documents.**

6 The transcript of the settlement in this case, (Exhibit "A"), specifically provides that the wives  
7 will sign. Nonetheless, Zandian has refused this requirement. (Exhibit "B"). Under no  
8 circumstances will the Defendants proceed unless Zandian honors his commitments.  
9

10 The seriousness of the matter is demonstrated by the Shipyard settlement, a matter which was  
11 collaterally raised in this Arbitration. After Mr. Zandian settled with K. Damen, his partner in  
12 the Dutch shipyards, and received \$2.1 million Dutch guilders, one year later Zandian rescinded  
13 the settlement because his wife had not signed the document. (Exhibit "C"). On April 1, 1998,  
14 Mr. Zandian's Dutch counsel announced to Shipyard K. Damen that Mr. Zandian was rescinding  
15 their previous year's settlement agreement because:  
16

17 Mr. Zandian considers the Settlement Agreement of 2 April  
18 1997 null and void because his (former) wife did not sign the  
19 agreement.

20 In this case, the wives' signatures were made a condition of the settlement because of Mr.  
21 Zandian's established position that absent wives' signatures, settlement agreements are void and  
22 rescindable.

23 The settlement agreement requires Mr. Zandian to deliver clear title to his interests in Wendover  
24 Project, LLC and Big Springs Ranch, LLC. Zandian testified that his bankruptcy proceedings are  
25 still being actively litigated in France and that his claims to stock ownership in the Shipyard K.  
26 Damen, the very consideration he tendered, is the subject of the French litigation. Since he  
27  
28

1 purports to have given \$3,000,000.00 in stock from this bankruptcy court asset to Pico in  
2 exchange for an interest in Wendover Project, LLC, he will need to provide an order from the  
3 French Bankruptcy Court demonstrating he in fact owned the stock and that the French  
4 Bankruptcy Court has no claim or interest in the Wendover Project, LLC interests which he is  
5 transferring. The requirement would be the same if he were in bankruptcy in Nevada and was  
6 seeking to exchange an asset subject to a Bankruptcy Court proceeding without Bankruptcy  
7 Court approval.

8  
9 **2. The Operating Agreements provide that Managing Members may name**  
10 **beneficiaries who receive the Manager's interest automatically in the event**  
11 **of the Managing Member's withdrawal, expulsion or removal.**

12 A predicate to the transfer of Zandian's interest in the Wendover Project, LLC and Big Springs  
13 Ranch, LLC limited liability companies is the designation of the transferors as beneficiaries.  
14 (Exhibit "D" attached hereto).

15 As written, the Arbitration award does not accomplish that which it purports to accomplish. Mr.  
16 Zandian may not transfer his interests to the Defendants unless he has first designated them as  
17 beneficiaries prior to his resignation or removal as Managing Member(s). Accordingly, the  
18 award needs to be amended to name the Star Living Trust and Mr. Koroghli as beneficiaries of  
19 Mr. Zandian (and his wife as is appropriate) for the automatic transfer of these interests to the  
20 recipients on his subsequent removal as Managing Member.

21  
22  
23 **3. Mr. Zandian was to guarantee that he had not pledged or sold his membership**  
24 **interests to a third party. Mr. Zandian must demonstrate that he has not sold,**  
25 **transferred, hypothecated or assigned his interests by operation of law**  
26 **or otherwise.**

27 The Defendants' real property ownership are matters of record. The documentation produced by  
28 Mr. Zandian consistently reveals third party arrangements. Mr. Zandian claims additional

1 ownership in Wendover Project, LLC and Big Springs Ranch, LLC by reason of off record  
2 transfers and oral agreements with third parties.

3 Mr. Zandian must identify with particularity both off record transfers from which he claims to  
4 have benefited as well as off record transfers and pledges he has made to third parties. Mr.  
5 Zandian testified that he had received a \$750,000.00 interest from a third party in Wendover  
6 Project, LLC and had received other off-record transfers of interests in Wendover Project, LLC.  
7 Mr. Zandian must identify each and every interest which he owns in the LLCs, either of record or  
8 otherwise and he must transfer, free and clear of any third party claims, these interests in  
9 consideration of the transfer by the Defendants of the real property interests and monies to be  
10 paid.  
11

12 **4. Mr. Zandian must include in his assignment of interests any, all and**  
13 **every interest he has in the 500 shares of Shipyard K. Damen stock which**  
14 **he purportedly transferred in consideration of a \$3,000,000.00 discount in**  
15 **the purchase price of the West Wendover land holdings received by Wendover**  
16 **Project, LLC from Pico Holdings.**

17 Mr. Zandian has indicated, before and after the Arbitration hearings, that he intends to bring an  
18 action against Pico Holdings, its subsidiaries and its Executives, Western Title, the Peppermill  
19 and others based on transactions involving Wendover Project, LLC. All his right, title and  
20 interest in any proceeding, directly or indirectly related to Wendover Project, LLC and Big  
21 Springs Ranch, LLC must be assigned including any choses in action or entitlements to recovery  
22 from any claims.

23 Because there are real and personal property interests being exchanged, there must be escrow.

24 All parties must demonstrate good title. The real property interests of the Star Living Trust and  
25 Ray Koroghli are easily ascertainable and insurable. On the other hand, the personal property  
26 interests of Mr. Zandian in the LLCs are subject to third party claims, all of which are generated  
27  
28

1 by Mr. Zandian's own testimony and documents presented. He must provide proof of title and  
2 disclaimers of any interest by:

- 3 1. The French Bankruptcy Court (Liquidation Judiciaire)
- 4 2. Third Party Creditors
- 5 3. Judgment Lienholders (Al Makaaseb General Trading  
6 Company); and
- 7 4. Any third parties to whom or from whom he purports  
8 to have transferred interests voluntarily or  
9 involuntarily by operation of law.

10 He must assign to the LLCs and the purchasers of his interests any, all and every ownership he  
11 has directly or indirectly, including all benefit, choses in action, or any, all and every other thing  
12 of value including but not limited to Items 1 through 4 above.

13 **5. Mr. Zandian must warrant and verify that he is in a position, legally, to  
14 perform the actions required pursuant to the Settlement Agreement  
15 including the following:**

- 16 (a) proof that his ownership interests are not affected  
17 by his pending personal and corporate bankruptcy in  
18 France;
- 19 (b) proof that he has not transferred his interests in  
20 the LLCs;
- 21 (c) proof that his ex-wife does not have a claim to  
22 the 500 shares of Shipyard K. Damen stock transferred by  
23 Zandian to Pico Holdings as consideration for a  
24 \$3,000,000.00 discount in the purchase price, ownership to  
25 which has been asserted by Mr. Zandian's bankruptcy  
26 counsel in Exhibit "A";
- 27 (d) a complete release of the Defendants, the LLCs,  
28 all of their members, managers, agents, attorneys and assigns  
from any, all and every claim, known or unknown, including  
the real properties, LLCs, partnerships, joint ventures or  
relationships of any kind arising from or related to the real  
property acquisitions involved in this Arbitration;

**6. Mr. Zandian must expressly disavow any interest in entitlements to:**

- (a) commissions resulting from the sale of water rights  
to Pico Holdings;

(b) any interest in Star Living Trust's pending action with J. Bingham and assurances that any claims made by Mr. Zandian in this Arbitration were unsupported by any evidence, documentary or otherwise, that would support his claim, directly or indirectly in the proceeds of that litigation or in the underlying real property. Mr. Zandian must further acknowledge that the testimony provided regarding an unwritten and un-witnessed representation that Zandian was to receive an interest as the result of providing perjured testimony was fabricated.

7. **The Settlement Agreement must unequivocally include provisions that no consideration whatsoever was paid based on Mr. Zandian's scurrilous allegations that he had an ownership interest in any Clark County real properties owned by the Star Living Trust and Fred Sadri as Trustee, or that he was ever promised an interest in these properties.**

8. **Mr. Zandian testified on August 25, 2006 "I have contributed \$80,000.00 and I have received back that money, there was no protest whatever about this."**

Mr. Zandian indicated that he had the checks to prove his payment. Settlement was based on his sworn testimony. In reliance on Mr. Zandian's representations that he had paid this \$80,000.00, the Defendants were amenable to paying \$250,000.00 in cash. Despite a diligent search, the Defendants have been unable to locate any evidence of a payment by Mr. Zandian. He must produce evidence of payment of this \$80,000.00 or deduct that amount from the settlement.

9. **\$17,000.00.**

Mr. Zandian took \$17,000.00 from Big Springs Ranch, LLC. Likewise, he claims to have paid it back. He must produce evidence of payment or credit amount from the settlement. Attached as Exhibit "E" are copies of Bank of America documents pertaining to the \$17,000.00.

10. **Mr. Zandian is to receive title to Pah Rah and the 320 Acres.**

Mr. Zandian is to take title subject to his note and deed of trust. The Star Living Trust is to forfeit all claims to the principal, or \$333,996.56. Mr. Zandian is responsible for all other costs,

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including foreclosure fees, trustee's fees, attorney's fees, interest and other similar expenses.

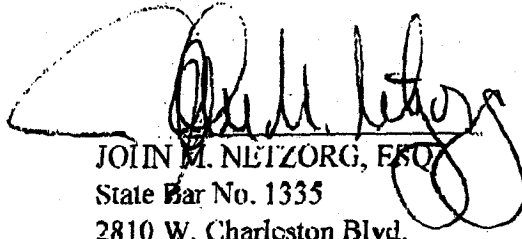
Attached as Exhibit "F" are copies of an amortization schedule and statement from First Centennial Title showing foreclosure fees and costs.

Conclusion,

Fred and Ray have the \$250,000.00 and are ready to close escrow as soon as Mr. Zandian demonstrates that the interests to be transferred by him are his to convey and that the transfers are in accordance with the requirements of the LLCs' Operating Agreements and he provides proof that he paid the \$97,000.00 referenced above.

Finally, a mutual release must be executed, releasing all claims known or unknown, whether relating to the property and defamation claims asserted or any claim which could have been raised.

Dated this 11th day of October 2006.



JOHN M. NETZORG, ESQ.  
State Bar No. 1335  
2810 W. Charleston Blvd.  
Suite 81  
Las Vegas, Nevada 89102  
Attorney for Defendants/  
Counterclaimants

LAW OFFICES OF  
**JOHN M. NETZORG**  
2810 W. CHARLESTON BLVD., SUITE H-81  
LAS VEGAS, NEVADA 89102  
(702) 878-3400

NOTICE OF MOTION

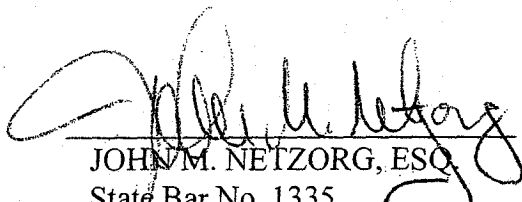
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2 TO: PLAINTIFF

3 and

4  
5 TO: John Peter Lee, Esq., his counsel of record

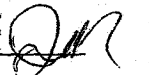
6 PLEASE TAKE NOTICE that the Defendants/Counterclaimants will bring the above  
7 and foregoing MOTION TO CHANGE AWARD BY ARBITRATOR PURSUANT TO NRS  
8 38.237 on for hearing on the \_\_\_\_\_ day of \_\_\_\_\_, 2006 at the hour of \_\_\_\_\_ a.m.  
9 before the Arbitrator, Floyd Hale, Esq., or as soon thereafter as counsel may be heard.

10 Dated this 11th day of October 2006.

11  
12  
13   
14 JOHN M. NETZORG, ESQ.  
15 State Bar No. 1335  
16 2810 W. Charleston Blvd.  
17 Suite 81  
18 Las Vegas, Nevada 89102  
19 Attorney for Defendants/  
20 Counterclaimants

21 RECEIPT OF COPY

22 RECEIPT OF COPY OF the foregoing Motion to Change Award by Arbitrator Pursuant  
23 to NRS 38.237 is acknowledged this 11 day of October 2006.

24 JOHN PETER LEE   
25 JOHN PETER LEE, ESQ.  
26 JOHN PETER LEE, LTD.  
27 Nevada Bar No. 1768  
28 830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
Attorney for Plaintiff/Counterdefendant

LAW OFFICES OF  
JOHN M. NETZORG  
2810 W. CHARLESTON , SUITE H-81  
LAS VEGAS, NEVADA 89102  
(702) 878-3400

1

DISTRICT COURT

2

CLARK COUNTY, NEVADA

3

GHOLAMREZA ZANDIAN JAZI, )

)

4

Plaintiff, )

)

5

vs. )

CASE NO. A511131

) DEPT. NO. XIII

6

RAY KOROGHLI, individually, )

FARIBORZ FRED SADRI, )

7

individually, and as Trustee )

of the Star Living Trust, )

8

WENDOVER PROJECT, LLC, a )

Nevada limited liability )

9

company; BIG SPRING RANCH, )

LLC, a Nevada limited )

10

liability company, and NEVADA )

LAND AND WATER RESOURCES, LLC,) )

11

a Nevada limited liability )

company, )

12

Defendants. )

13

\_\_\_\_\_ )

)

14

RAY KOROGHLI, individually )



and FARIBORZ FRED SADRI, )  
 15 individually, )  
 )  
 16 Counterclaimants, )  
 )  
 17 vs. )  
 )  
 18 GHOLAMREZA ZANDIAN JAZI, )  
 )  
 19 Counterdefendant. )  
 \_\_\_\_\_ )

20

21 REPORTER'S TRANSCRIPT OF ARBITRATION PROCEEDINGS

22 BEFORE ARBITRATOR FLOYD A. HALE, ESQ.

23 Taken on Friday, September 8, 2006

24 At 2:48 o'clock p.m.

25 At 2300 W. Sahara, Ste. 900

Mary Dane McCoy (702)655-9900

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2

1 Las Vegas, Nevada

090806arb1  
2 REPORTED BY: MARY DANE MCCOY, CCR NO. 219

3

4 APPEARANCES:

5 For the Plaintiff/ JOHN PETER LEE, ESQ.

Counterdefendant: &

6 MICHAEL A. REYNOLDS, ESQ.

John Peter Lee, Ltd.

7 830 Las Vegas Blvd. South

Las Vegas, Nevada 89101

8

For the Defendants: JOHN M. NETZORG, ESQ.

9 2810 W. Charleston, Ste. H-81

Las Vegas, Nevada 89102

10

11 Also Present: AMY CONNELL, PARALEGAL

GHOLAMREZA ZANDIAN JAZI

12 RAY KOROGHLI

FARIBORZ FRED SADRI

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Mary Dane McCoy (702)655-9900

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1            ARBITRATOR HALE: This is the time that was  
2 set this morning for the continuation of the binding  
3 arbitration related to the litigation initiated in  
4 District Court for Clark County, Nevada, Case A511131,  
5 Jazi versus Koroghli, et al. would people please note

6 their appearance for the court reporter?

7 MR. LEE: John Peter Lee representing Mr.

8 Zandian who is present here today, Mr. Michael Reynolds

9 in association with me.

10 MR. NETZORG: John Netzorg with Ray Koroghli,

11 Fred Sadri individually and both as managing members of

12 the Nevada Land & Water Company, LLC; Big Springs

13 Ranch, LLC; and Wendover Project, LLC.

14 MR. LEE: Let the record further show that

15 Amy Connell is here as our paralegal.

16 ARBITRATOR HALE: Having heard two full days

17 of testimony, having reviewed all the exhibits, the

18 depositions that were submitted, and arguments of

19 counsel, it appears to me that the resolution of this

20 case will be as follows: And counsel are free to

21 correct me.

22 MR. NETZORG: This is pursuant to a  
23 stipulation obviously, so we want to make sure there is  
24 a universal and complete resolution of all issues --

25 MR. LEE: Let's let him get through this,

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1 John.

2 ARBITRATOR HALE: This will completely  
3 resolve all claims of the LLCs and the individuals that  
4 are involved in this litigation.

5 The entire interest in the Pah Rah, LLC and  
6 property will be transferred to Mr. Zandian free and  
7 clear of all indebtedness, including the promissory  
8 note secured by deed of trust issued for the benefit of

9 Mr. Sadri.

10 MR. NETZORG: With that there is the  
11 outstanding obligation to Mr. Jeff Codega or  
12 whatever --

13 MR. LEE: John, please do me a favor, let the  
14 gentleman finish, let him finish and we will put our  
15 comments --

16 ARBITRATOR HALE: Yeah, let me start all  
17 over.

18 So the resolution will be as follows: The  
19 Pah Rah property and LLC and all interest therein will  
20 be transferred free and clear to Mr. Zandian, including  
21 a waiver of any rights under the promissory note  
22 secured by deed of trust or other security for the  
23 benefit of Mr. Sadri. Any obligation to Mr. Jeff  
24 Codega, C-O-D-E-G-A, related to work that he has

25 performed as to that specific real property will be the

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1 obligation of Mr. Zandian. That is the first item.

2           Item 2: The 320 acres referenced in the  
3 lawsuit and the briefs will be transferred free and  
4 clear to Mr. Zandian without any obligation to the  
5 other litigants or parties to this arbitration or  
6 anyone else who may profess to have an interest in the  
7 320 acres that are bound by this lawsuit.

8           No. 3: Mr. Sadri and Mr. Koroghli will,  
9 within 30 days from today, pay Mr. Zandian \$250,000  
10 cash in return for Mr. Zandian waiving any claims or  
11 any rights to the Big Springs, LLC?

12           MR. KOROGHLI: Ranch, LLC.

13           ARBITRATOR HALE: Big Springs Ranch, LLC, or  
14 the Wendover Project -- I had purchase -- Project.  
15 That is the next item.

16           Finally all of the LLCs and properties that  
17 are the subject of this arbitration lawsuit, including  
18 Pah Rah, the 320 acres, the Big Springs Ranch, and the  
19 Wendover Purchase or Project waive any claim to  
20 reimbursement or participation in any consulting fees  
21 paid to Mr. Zandian from the seller. The parties will  
22 through counsel prepare any necessary documents to  
23 effect the transfers of the LLCs and any underlying  
24 real estate, and the parties and representatives of  
25 these LLCs will execute all necessary documents to

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1 effect this settlement and arbitration order.

2 would counsel like to add anything to these  
3 terms?

4 MR. LEE: We would like to have the check  
5 payable to my office for 250,000.

6 ARBITRATOR HALE: All right. The settlement  
7 check will be payable to John Peter Lee, Ltd.

8 Anything else?

9 MR. NETZORG: We would like a mutual release  
10 executed by and between the parties.

11 ARBITRATOR HALE: I think that is part of the  
12 documents that I referenced and I would agree.

13 MR. NETZORG: We need a warranty from the  
14 parties that the properties and interest being  
15 transferred haven't been previously transferred, that

16 the parties, in fact, do currently hold those  
17 interests, and they are capable of transferring the  
18 interests that are subject to this order free and clear  
19 of claims by any third parties.

20 ARBITRATOR HALE: I'll allow the two of you  
21 to work out that language. Obviously if you signed for  
22 an LLC, you are representing and warranting that you  
23 have that authority, but you can work that into the  
24 settlement language and see if we have an agreement.

25 MR. NETZORG: In particular, we are dealing

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1 with three married guys and we want to know they are  
2 speaking for the community interest of their spouses on  
3 each and every one of these transfers.

4           ARBITRATOR HALE: We may want spouses to  
5 sign --

6           MR. LEE: We can work out the form of the  
7 details, I'm not concerned about that, if necessary we  
8 can get preliminary title reports. That is what I plan  
9 on doing.

10           MR. NETZORG: Just to -- some of interests  
11 aren't going to be reflected and the conveyance  
12 of the membership interest in the LLCs is not of  
13 record, so we need to have warranties in satisfaction  
14 that there hasn't been a pledge of these interests  
15 previously.

16           ARBITRATOR HALE: That is fine, that can be  
17 in the settlement agreement.

18           Any issue regarding the sufficiency or the  
19 necessity of settlement agreements or documentations

20 for transfer of property, I'm retaining my authority as  
21 the arbitrator to resolve that issue.

22 MR. NETZORG: We would want to do an  
23 allocation of the purchase price for the LLC interests  
24 that correspond -- we may do an allocation of the  
25 purchase price for the LLC interests.

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1 MR. LEE: You can allocate anything you want  
2 to.

3 MR. NETZORG: That is good, as long as you  
4 understand.

5 MR. LEE: It is not my involvement. You can  
6 allocate anything you want.

7 ARBITRATOR HALE: Mr. Netzorg, you will have  
Page 13

8 the right to do whatever accounting you wish on Big  
9 Springs and Wendover and Mr. Lee and his client will  
10 have the right to do whatever allocation they want on  
11 the 320 acres and the Pah Rah property.

12 MR. NETZORG: I would ask that you retain  
13 jurisdiction to enforce the settlement agreement.

14 ARBITRATOR HALE: I already took it.

15 MR. NETZORG: Okay.

16 MR. LEE: He just did it. That is crucial.

17 MR. NETZORG: The candy has been excellent  
18 but I'm -- then there is, with the understanding that  
19 those items, thank you very much and thank you for the  
20 excellent job you have done.

21 ARBITRATOR HALE: I omitted something you two  
22 didn't catch. The defamation claim is resolved by this

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23 agreement.

24 MR. LEE: Everybody pays their own fees and

25 otherwise bears their own fees and costs.

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1 ARBITRATOR HALE: Mr. Netzorg, you may have

2 missed that, I'm sorry, you were conversing with your

3 client. This agreement also includes a dismissal and

4 waiver of all claims of Mr. Zandian for defamation as

5 alleged in the documents that are the subject of this,

6 and each party is to pay their own fees and costs.

7 MR. NETZORG: Very good. Also, any third

8 party claims that may have arisen, apparently there was

9 some suggestion about litigation as a result of the

10 July 21, '05 transfer of the property from Wendover

11 Project, LLC to the Peppermill, just to make certain --

12 ARBITRATOR HALE: He waived all claims as to  
13 the Wendover Property or Project.

14 MR. NETZORG: Very good.

15 MR. LEE: All claims except what is on the  
16 record.

17 ARBITRATOR HALE: The payments he is entitled  
18 to under the record on the transfer of the property and  
19 rights under the record.

20 MR. KOROGHLI: Against the purchaser, against  
21 the title company, we want to make sure that everybody  
22 -- there is not going to be another lawsuit flying over  
23 six months from now, a year from now from Mr. Zandian.

24 ARBITRATOR HALE: All claims related to all  
25 LLCs and properties that are the subject of this

15 people that know a lot more about these issues than I  
16 do and I appreciate that.

17           And I have to tell you, as you know, I've  
18 been here 31 years, I do three or four or five  
19 arbitrations or mediations a week, I deal with  
20 attorneys from all over the country, I'm a special  
21 master on six hotel construction projects now and three  
22 other high-rise projects and I deal with attorneys from  
23 every state. You don't get attorneys of any higher  
24 caliber than the two attorneys that are working on this  
25 case. So I know it was hard fought, I know it was

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1 probably expensive, and I know it was thorough and



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2 probably difficult for all of you, but both sides are  
3 very lucky to get these attorneys on this type of case,  
4 because I have to tell you, unfortunately in the  
5 overwhelming number of cases, there is usually some  
6 weak link in the chain and we got two -- it was a  
7 pleasure to watch them work and do their craft in this  
8 case.

9           So if I can be of any further assistance,  
10 I'll be glad to. I will resolve any disputes on the  
11 written agreements if it is necessary, I doubt it with  
12 these two attorneys, but with that, I think we can all  
13 take the rest of our Friday afternoon off.

14           MR. LEE: Thank you, Mr. Hale, for taking it  
15 on and doing such a fine job in getting it resolved.

16           MR. NETZORG: It was a very difficult case.  
17 A lot of details. Mastered incredibly.

6 ARBITRATOR HALE: That is why I was ordering

7 a transcript.

8 (Thereupon, the proceedings

9 concluded at 3:02 p.m.)

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# JOHN PETER LEE, LTD.

ATTORNEYS AT LAW

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830 LAS VEGAS BOULEVARD SOUTH  
LAS VEGAS, NEVADA 89101  
TELEPHONE (702) 382-4044  
FACSIMILE (702) 383-9950  
E-MAIL: info@johnpeterlee.com

September 13, 2006

John M. Netzorg, Esq.  
2810 West Charleston, #81  
Las Vegas, Nevada 89102

FAX 878-1255

Re: Jazi v. Koroghli, et al.

Dear Mr. Netzorg:

I have your communication of this date and note that you have added wives into your mix. I can't imagine the purpose for doing so. There is no indication they were participants in any of the business transactions. Their inclusion would cause confusion and potential mischief.

Yours truly,

JOHN PETER LEE, LTD.

John Peter Lee, Esq.

JPL/jlr  
cc: Client  
1334.022860

WFZ1079

Assa... 2 de  
Wm Oakes 17-01-2001

**LOEFF CLAEYS VERBEKE**

BY COUNSEL

**BY EAK-RE-EXHIBIT**  
Van Arken Knippe Damstra  
P.A.A. Mr Ch. H. Kiser  
Stationsweg 4  
3211 JW DORDRECHT

Wants to  
post the...  
P.O. Box 74  
3000 AA ROTTERDAM  
+31 78 45 24 111  
+31 78 45 24 112  
http://www.indico.com

Rotterdam, 1 April 1998  
Re JO/iv - 962.0193  
Ref. Zandman/K. Damen  
From Mr J. Orlmans, advocaat

Dear Mr Kiser,

As you may be aware I act on behalf of Mr G.R. Zandman just with regard to his interests in the Netherlands.

This letter is to inform you that Mr Zandman considers the documents as specified hereinafter null and void. Furthermore, to the extent necessary, these documents are herewith nullified. If these documents are not null and void, Mr Zandman herewith requests the hereinafter described documents.

On 2 April 1997 Mr Damen and Mr Zandman entered into a Settlement Agreement whereby it was agreed that on certain dates certain amounts would be transferred to the bank accounts of Mr Zandman in full and final settlement of the dispute(s) that had arisen between parties. It was further agreed that Mr Zandman would transfer 40 of his shares in Scheepswaaf K. Damen B.V. to Mr K. Damen. On page 3 of the Settlement Agreement parties added by handwritten agreement that time was of the essence with regard to the scheduled payments.

As a result of the Settlement Agreement of 2 April 1997 parties entered into 1) the (notarial) Deed of Settlement of 7 May 1997, 2) the (notarial) Deed of Transfer of Shares of 7 May 1997, and 3) a handwritten Agreement of 7 May 1997 stating that 1) and 2) would be null and void if the payments as scheduled in the Settlement Agreement of 2 April 1997 are not fulfilled and paid in full (the "Documents").

Jou kunt ook een exemplaar laten maken... in de Nederlandse of Engelse taal... het is niet mogelijk om te kopiëren... het is niet mogelijk om te kopiëren... het is niet mogelijk om te kopiëren...

**LOEFF CLAYS VERBODEN**

With regard to the transfer of 49 shares to Mr K. Damen please note that by Deed of Issuance of 13 May 1987 49 shares with a nominal value of NLG 1,000.- each were issued to Mr Zandien. According to an excerpt from the Trade Registry dated 28 September 1987 Schoepwerf K. Damen B.V. had an issued and paid up capital of NLG 99,000.- consisting of 99 shares with a nominal value of NLG 1,000.- each.

However, according to an excerpt from the Trade Registry dated 11 April 1996 (and 1 April 1996) Schoepwerf K. Damen B.V. at the moment had (and has) an issued and paid up capital of NLG 2,300,000.- consisting of 2,300 shares of NLG 1,000.- each.

Apparently, 2,401 shares in Schoepwerf K. Damen B.V. with a nominal value of NLG 1,000.- each were issued during the period that Mr Zandien was a shareholder. As a shareholder Mr Zandien has had a right of preemption on 1/10th of the total capital increase, being 1,176 shares. Despite the right of preemption as laid down in article 2206a of the Dutch Civil Code these shares have never been issued/offered to Mr Zandien. Moreover, Mr Zandien has never been invited to a shareholders' meeting whereby the authorized capital as laid down in the articles of association was amended.

In this regard I would like to request you to submit the invitation and the minutes of the meeting of said shareholders' meeting, the Deed of issuance of 2,401 shares, the Deed of Acceptance of such by Mr K. Damen and the shareholders' register. For the avoidance of doubt it is noted that the abovementioned observations are made without prejudice to any rights and/or defenses available to Mr Zandien.

Mr Zandien considers the Settlement Agreement of 2 April 1997 null and void because his (former) wife did not assign this agreement. Mrs Lella Gerchl never consented to nor witnessed the Settlement Agreement. The Settlement Agreement merely states that it is accepted by Mrs Lella Gerchl. Therefore, the (provisional) Deeds of 7 May 1997 are also null and void. Moreover, I understand that the civil law notary that executed the Deeds of 7 May 1997 has requested Mr Zandien to have his (former) wife assign the Deeds but failed to persist in such request.

To the extent that the referred documents are not null and void, Mr Zandien herewith nullifies the Documents on the basis of error in fact. Mr Zandien signed the Documents assuming that Schoepwerf K. Damen B.V. was virtually bankrupt at the time. Mr Zandien assumed this on basis of the information made available to him by Mr K. Damen.

However, after 7 May 1997 Mr Zandien found out that Schoepwerf K. Damen B.V. (and affiliates) had received millions worth of confirmed orders prior to 7 May 1997.

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**LOST CLAYS VERBODEN**

however, a large German chemical company had deposited NLG 30,000,000. in the bank account of Schoepwerf K. Damen B.V. as an advanced payment to such orders. Mr Zandien also found out that NCM - the largest creditor of Schoepwerf K. Damen B.V. (NLG 12,000,000.-) had withdrawn all of its claims on Schoepwerf K. Damen B.V. and that Schoepwerf K. Damen B.V. was in negotiation with the Dutch Authorities with regard to the construction of a new "dijk" on its premises as a result whereof it would make over NLG 10,000,000.- in competitors.

If the Documents are not null and void as a result of any of the circumstances, then Mr Zandien herewith rescinds the Documents on the basis of the violation by Mr K. Damen of the (hand-written) "time is of the essence"-clauses as laid down in the Settlement Agreement of 4 April 1997 and 7 May 1997. The related amounts were not transferred before the end of April 1997 in accordance with the schedule. The amounts were not paid in full and not to the designated parties.

I am looking forward to your reply.

Yours sincerely,

  
Mr. J. Carlemans

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**OPERATING AGREEMENT  
OF  
BIG SPRING RANCH L.L.C**

THIS OPERATING AGREEMENT ("Agreement") is entered into this **1ST** day of **October, 2003** by and between the following as Managing Member and Members of **BIG SPRING RANCH A LIMITED LIABILITY COMPANY**:

<u>NAME</u>	<u>ADDRESS</u>
STAR LIVING TRUST (Fariborz Fred Sadri) (Managing Member)	2827 S. Monte Cristo Las Vegas NV 89117
RAY KOROGHLI (Managing Member)	3055 Via Sarafina Henderson, Nevada 89012
Gholamreza Zandian JAZI (Managing Member)	9550 W. Sahara Ave. Apt.# 2148 Las Vegas, NV 89117

**1. ARTICLE**

**FORMATION AND PURPOSE OF LIMITED LIABILITY COMPANY**

**1.1 Formation of Limited Liability Company.**

(a) The parties to this Agreement hereby agree to become members and to form a Limited Liability Company pursuant to the provisions of Chapter 86 of the Nevada Revised Statutes (N.R.S.) as adopted in Nevada for the purpose set forth hereinbelow.

(b) Except as expressly provided herein, the rights and obligations of the Members and the administration and termination of the Company as specified herein shall be construed in accordance with N.R.S. Chapter 86, et. seq.

**1.2 Name of Company.** The Company's business shall be conducted solely under the name of **BIG SPRING RANCH L.L.C** (the "Company").

**1.3 Purpose and Scope of the Company.**

(a) The Company is organized to engage in and do any lawful act concerning any and all lawful business, other than banking or insurance, for which a Company may be organized.

(b) Nothing herein contained shall be deemed in any way or manner to prohibit or restrict the right or freedom of any Member separately, as a separate entity apart from the Company, to conduct any business or activity

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BSR R.K.  
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(b) A Member shall be reimbursed by the Company for the reasonable out-of-pocket expenses incurred by such Member on behalf of the Company in connection with the Company's business and affairs upon presentment of proper receipts and invoices and approved by the Managing Member. However, no Member shall be entitled for reimbursement by the Company for meals, travel, transportation and entertainment.

## ARTICLE 6

### ROLE AND LIABILITY OF MEMBERS

**6.1 Liability of Members.** No Member shall have any personal liability whatsoever to the creditors of the Company for the debts of the Company or any losses beyond their Capital Contribution except as set forth in Article 3.

In accordance with Nevada law, a Member may, under certain circumstances, be required to return to the Company, for the benefit of Company creditors, amounts previously distributed to it as a return of capital. For purposes of this paragraph, the Members intend that no distribution to any Member of Net Cash From Operations or Net Cash From Sales or Refinancings shall be deemed a return or withdrawal of capital, even if such distribution represents, for federal income tax purposes or otherwise (in whole or in part), a return of capital, and that no Member shall be obligated to pay any such amount to or for the account of the Company or any creditor of the Company.

## ARTICLE 7

### SALE OR TRANSFER OF A LIMITED LIABILITY COMPANY INTEREST

**7.1 Restriction on Transfer.** No Member shall sell, exchange, assign, pledge, give, or otherwise transfer or encumber in any manner or by any means whatsoever, all or part of such Member's Interest in the Company, without obtaining the prior written consent of the Managing Member.

(a) Upon the Managing Member consent, each Member shall have an equal right of first refusal to purchase the transferring Member's interest in proportion to the purchasing Member's then percentage interest ownership in the Company subject to Paragraph 7.5. In the event some or all Members do not exercise their right of first refusal, the Managing Members are authorized to structure the transfer in the best interest of the Company.

(b) Upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or upon the occurrence of any other event which terminates the continued Membership of a Member of the Company the Company shall immediately dissolve unless all remaining Members vote to continue the Company without dissolution. Beneficiaries of the Managing Members will be herein named, and equal percent to that of Managing Member of the Company will be automatically be transferred to beneficiaries of said Managing Member. (see Exhibit B)

12/28/03





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OPERATING AGREEMENT  
OF  
WENDOVER PROJECT L.L.C

THIS OPERATING AGREEMENT ("Agreement") is entered into this 26th day of December, 2003 by and between the following as Managing Member and Members of WENDOVER PROJECT A LIMITED LIABILITY COMPANY and supercedes and replaces any and all prior Operating Agreements for the company.

<u>NAME</u>	<u>ADDRESS</u>
STAR LIVING TRUST (Fariborz Fred Sadri) (Managing Member)	2827 S. Monte Cristo Las Vegas NV 89117
RAY KOROGHLI (Managing Member)	3055 Via Sarafina Henderson, Nevada 89012
Gholamreza zandian JAZI (Managing Member)	9550 W. Sahara Ave. Apt. #2148 Las Vegas NV 89117

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(b) Except as expressly provided herein, the rights and obligations of the Members and the administration and termination of the Company as specified herein shall be construed in accordance with N.R.S. Chapter 86, et. seq.

1.2 Name of Company. The Company's business shall be conducted solely under the name of WENDOVER PROJECT L.L.C (the "Company").

1.3 Purpose and Scope of the Company.

(a) The Company is organized to engage in and do any lawful act concerning any and all lawful business, other than banking or insurance, for which a Company may be organized.

(b) Nothing herein contained shall be deemed in any way or manner to prohibit or restrict the right or freedom of any Member separately, as a

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(b) A Member shall be reimbursed by the Company for the reasonable out-of-pocket expenses incurred by such Member on behalf of the Company in connection with the Company's business and affairs upon presentment of proper receipts and invoices and approved by the Managing Member. However, no Member shall be entitled for reimbursement by the Company for meals, travel, transportation and entertainment.

## ARTICLE 6

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6.1 Liability of Members. No Member shall have any personal liability whatsoever to the creditors of the Company for the debts of the Company or any losses beyond their Capital Contribution except as set forth in Article 3.

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### SALE OR TRANSFER OF A LIMITED LIABILITY COMPANY INTEREST

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(a) Upon the Managing Member consent, each Member shall have an equal right of first refusal to purchase the transferring Member's interest in proportion to the purchasing Member's then percentage interest ownership in the Company subject to Paragraph 7.5. In the event some or all Members do not exercise their right of first refusal, the Managing Members are authorized to structure the transfer in the best interest of the Company.

(b) Upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or upon the occurrence of any other event which terminates the continued Membership of a Member of the Company the Company shall immediately dissolve unless all remaining Members vote to continue the Company without dissolution. Beneficiaries of the Managing Members will be herein named, and equal percent to that of Managing Member of the Company will be automatically be transferred to beneficiaries of said Managing Member. (see Exhibit B)

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R.K.

ATTENTION  
Mr. Abrishami  
**Bank of America.**

Checking / Savings Withdrawal - NV **DEBIT**

Not Negotiable - Withdrawals are permitted only through Payment to the depositor

Date 4/6/04

Name and Address Big Spring Ranch  
3055 S. Laguna  
Henderson NV 89052  
Telephone No. ( )

Seventeen Thousand Dollars

Save time in line and help us avoid errors. The next time you make a withdrawal, please use your pre-printed withdrawal slips for your account.

*[Signature]*  
Customer Signature

Account Number

004968226867

Total Withdrawal

\$ 17000.00

⑆540880133⑆

004968226867⑈

⑆0001700000⑆

Mr. Zardian's signature

US DATE 04/06/04  
P97 E C 044 NV

BANK OF AMERICA, NA LUC  
⑆122440734⑆ 56359 01 P01  
00000252563581 04/06/04  
2250169973

TRN 00022 04/06/2004 11:03  
Entity TRN CC 0008071 Tr 00005  
Account 004968226867  
R/TN 040880133  
01110301 Check Sale \$17,000.00  
R LNC 0422\*\*\*\*\* 12/05

# Bank of America



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Page 1 of 2  
Account Number: 0040 6822 6867  
ED P OC Enclosures 3 44  
Statement Period  
04/01/04 through 04/30/04 00089

00003661 2 AT 0.517 05 01336 001 SCM999 I1 34  
BIG SPRING RANCH LLC  
3055 VIA SARAFINA DR  
HENDERSON NV 89052-4031

4/04

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## Business Economy Checking

### Account Summary Information

Statement Period	04/01/04 through 04/30/04	Statement Beginning Balance	32,096.40
Number of Deposits/Credits	3	Amount of Deposits/Credits	18,045.25
Number of Withdrawals/Debits	3	Amount of Withdrawals/Debits	47,515.00
Number of Deposited Items	2	Statement Ending Balance	2,626.65
Number of Enclosures	3	Average Ledger Balance	3,866.66
Number of Days in Cycle	30	Service Charge	0.00

### Deposits and Credits

Date Posted	Amount	Description	Bank Reference
04/05	3,000.00	Counter Credit	813002250974160
04/06	15,000.00	NV Tr transfer Banking Ctr Mill Fwy Confirmation# 1272945971	957604067504834 #0008071 NV
04/19	45.25	Counter Credit	813002350889457

Refund From Western title

### Withdrawals and Debits

### Checks

Check Number	Amount	Date Posted	Bank Reference	Check Number	Amount	Date Posted	Bank Reference
1008	30,015.00	04/02	813002350890967	1009	500.00	04/21	8130023504773

### Other Debits

Date Posted	Amount	Description	Bank Reference
04/06	17,000.00	Counter Debit	81300225016997

Debit 20000  
20000  
2

FROM : Fred. F. Sadri

PHONE NO. : 702 8735171

Oct. 11 2006 11:39AM P5

MAR-06-2005 SUN 12:54 PM

SEP. 18. 2006 5:03PM

FIRST CENTENNIAL

FAX NO. 7028735171

NO. 329

P. 05/08



# FIRST CENTENNIAL TITLE COMPANY OF NEVADA

1025 ROBERTA LANE  
SPARKS, NV 89431

PHONE: (775) 685-2121 • FAX: (775) 685-2140

September 18, 2006

Fred Sadri

Via fax: 702-873-5171

RE: Foreclosure No. 00145063 - LM1  
Sadri / Zandian

Dear Mr. Sadri:

The foreclosure fees and costs to date are as follows:

Trustee Sale Guarantee	\$1182.00
Trustee's Fee	\$1500.00
Document Preparation	\$ 125.00
Posting Notices (Reno & Wadsworth)	\$ 60.00
Publication (1-run)	\$ 617.33
Recording Fees	\$ 78.00
Certified mail	\$ 44.20
<b>TOTAL</b>	<b>\$3516.53</b>
Less Deposit received	\$1500.00
<b>BALANCE DUE</b>	<b>\$2016.53</b>

Please remit the balance due payable to First Centennial Title Company. A Rescission of the Notice of Default will be recorded upon receipt of your written instructions to cancel the foreclosure and payment of remainder of foreclosure fees. If you have any questions, please call.

Sincerely,

Lucy McSuire  
Foreclosure Officer

PLUS ATTORNEY FEES OVER \$600.00

lm

**Promissory Note Payable by Zandian to Sadri**

Compound Period .....: Annual

Nominal Annual Rate ....: 7.000 %  
 Effective Annual Rate ...: 7.000 %  
 Periodic Rate .....: 7.0000 %  
 Daily Rate .....: 0.01918 %

**CASH FLOW DATA**

Event	Start Date	Amount	Number Period	End Date
1 Loan	07/31/2003	333,996.56	1	
2 Payment	10/15/2006	0.00	1	

**AMORTIZATION SCHEDULE - Normal Amortization**

Date	Payment	Interest	Principal	Balance
Loan 07/31/2003				333,996.56
2003 Totals	0.00	0.00	0.00	
1 10/15/2006	0.00	81,127.24	81,127.24-	415,123.80
2006 Totals	0.00	81,127.24	81,127.24-	
Grand Totals	0.00	81,127.24	81,127.24-	





H  
183

FILED

2006 DEC 18 P 4: 16

*John Peter Lee*  
CLERK

RECEIVED  
DEC 19 2006

JOHN PETER LEE, LTD.

0001  
JOHN M. NETZORG, ESQ.  
Nevada Bar No. 1335  
2810 West Charleston Boulevard, #H-81  
Las Vegas, Nevada 89102  
(702) 878-3400  
Attorney for RAY KOROGHLI, individually  
FARIBORZ FRED SADRI, individually and as Trustee  
of the STAR LIVING TRUST

DISTRICT COURT  
CLARK COUNTY, NEVADA

GHOLAMREZA ZANDIAN JAZI,  
  
Plaintiff,

vs.

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,

Defendants.

CASE NO. A 511131  
DEPT. NO. ~~XIII~~ XI

MOTION TO VACATE  
ARBITRATION AWARD; or, in  
the alternative, MOTION TO  
MODIFY OR CORRECT

Date of hearing:  
Time of hearing:

DATE OF HEARING 1-23-07 ✓  
OPPOSITION DUE 12-29-06 ✓  
REPLY DUE 1-16-07 ✓

1. Introduction

This case arises out of a dispute among real estate investors who purchased large tracts of land in Northern Nevada, totaling over 43,000 acres and \$16,000,000.00, title to most of which is held by Limited Liability Companies. Other investors and LLC members are involved in the two largest transactions and have rights in and to the LLCs and their real estate assets, but are not directly involved in this lawsuit. Briefly, Plaintiff Gholamreza Zandian Jazi ("Zandian") alleged that Defendants tried to unlawfully divest him of his interests, while Defendants Ray Koroghli,

CC TO CLIENT

INITIALS WFZ1093

JOHN M. NETZORG  
2810 W. CHARLESTON BLVD., SUITE H-81  
LAS VEGAS, NE 89102  
(702) 878-3400

101

1 ("Ray") and Fariborz Fred Sadri ("Fred") alleged that Zandian had paid for his interests with  
2 bogus stock and has received \$600,000.00 in hidden commissions.

3 During the cross-examination of the first witness, Mr. Zandian, the parties agreed to let  
4 the arbitrator attempt to mediate the dispute. Acting as mediator, Mr. Hale met many times  
5 separately and many times jointly with the parties. The "Arbitration Decision" in this case that  
6 the Defendants move now to vacate arose from this mediation. There have been no findings of  
7 fact or conclusions of law. Only one witness was sworn, and even the cross-examination of this  
8 witness was only partially completed. On September 8, 2006, the parties met with the arbitrator,  
9 now acting as mediator, to place the broad outline of an agreement on the record. [Exhibit A] On  
10 September 21, 2006, the arbitrator served his "Arbitration Decision." [Exhibit B]

11 This is not a case where a party objects to the arbitrator's interpretation or application of  
12 the law after a decision and award on the merits following a trial. This case was not arbitrated.  
13 It was mediated. After a tentative broad arrangement was placed on the record, the arbitrator  
14 entered an "Arbitration Decision" and followed it up with an "Implementation Award" as though  
15 the case had been fully tried, when, in fact, it had not been. The problem with this procedure is  
16 that it is misleading, especially where the parties did not reach an agreement on essential terms  
17 of a settlement. A further problem is that the settlement terms effectively dictated by the  
18 arbitrator are in manifest disregard of the recorded intent of the parties to transfer the Plaintiff's  
19 interests in the Big Springs Ranch and Wendover Project LLCs to the Defendants free and clear.  
20 The land involved cost over \$16,000,000.00. The Decision requires the Defendants to deliver  
21 millions of dollars in property in consideration for which they receive nothing. The procedures  
22 and terms imposed deliver clouded title subject to third parties' rights of first refusal and end up  
23 dissolving the LLCs altogether.  
24  
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1 Although the parties agreed to let the arbitrator attempt to mediate the case, in hindsight it  
2 would appear to be the better practice to send the matter to an independent mediator so that the  
3 arbitrator could pick up where he left off if the mediation failed. The question for this court is  
4 whether it will put judicial approval upon the strange hybrid presented by this case where after  
5 mediating a case the arbitrator files an "arbitration decision" that dictates terms of a settlement  
6 that not only the parties did not agree on, but also deprives of the parties of any benefit  
7 whatsoever.

8  
9 Defendants move the court to vacate the "Arbitration Decision" of September 20, 2006,  
10 and the "Implementation Award" of November 29, 2006, on the statutory and common law  
11 grounds that they do not reflect the agreement of the parties, that the arbitrator exceeded his  
12 authority in filling in terms that had not been agreed to by the parties and leaving out terms that  
13 had been agreed to, and that the "Arbitration Decision" manifestly disregards the law and the  
14 intent of the parties. In the alternative, the Defendants ask the court to modify or correct the  
15 "Arbitration Decision" and the "Implementation Award" that followed it to a workable  
16 implementation of the parties' settlement intent, if this can be done without mediating the case  
17 by judicial decree.

18  
19 **2. The statutory and common law standards for vacating an arbitration award**

20 "In Nevada, both '[c]ommon law grounds and statutory grounds exist for the review of  
21 arbitration decisions.'" *Clark County Sch. Dist. v. Rolling Plains*, 117 Nev. 101, 103, 16 P.3d  
22 1079 (2001) (quoting *Graber v. Comstock Bank*, 111 Nev. 1421, 1426, 905 P.2d 1112, 1115  
23 (1995)). Pursuant to NRS 38.241 (formerly 38.145), an arbitration decision can be reviewed and  
24 vacated "for a variety of reasons, including instances in which the arbitrator has exceeded his  
25 power or shown a propensity for misconduct." *Id.*  
26  
27  
28

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1 Under the common law, an award may be reviewed and vacated for “manifest disregard  
2 of the law,” defined as “error that is ‘obvious and capable of being readily and instantly  
3 perceived by the average person qualified to serve as an arbitrator,’” or “a decision that is  
4 ‘arbitrary, capricious, or unsupported by the agreement.’” *Id.* at 104, 16 P.3d at 1081. The district  
5 court has the authority and obligation to review the arbitrator’s award and the transcripts and  
6 exhibits before confirming the award. *Graber v. Comstock Bank*, 111 Nev. 1421, 1428, 905 P.2d  
7 1112 (1995). Application by the district court of the manifest disregard standard is reviewed de  
8 novo. *Rolling Plains*, 111 Nev. at 104, 16 P.3d at 1081 .

9  
10 Here, before completion of the cross-examination of the first witness, the arbitrator  
11 switched hats and attempted to mediate the case. Ultimately, the arbitrator transformed what the  
12 arbitrator perceived to be an agreement of the parties into an arbitration decision. The transcript  
13 shows that his “decision” manifestly disregards the agreement of the parties, assuming that there  
14 was one, in multiple and critical respects, and is in excess of the arbitrator’s authority.

### 15 **3. The broad agreement sketched in the record**

16  
17 On September 8, 2006, the parties placed a broad preliminary outline of a proposed  
18 settlement on the record: (1) the Defendants would transfer to Zandian Gholamreza Jazi “the  
19 entire interest in the Pah Rah, LLC and property, free and clear of all indebtedness” [Exh., A, p.  
20 5, lines 5 to 25]; (2) the 320 acres will be transferred free and clear to Mr. Zandian [Exh. A., p. 6,  
21 lines 2-7]; (3) the Defendants will pay Zandian \$250,000 within 30 days [Exh. A. p. 6, lines 8-  
22 11] in return for Zandian’s waiver of any claim to Big Springs Ranch, LLC; (4) Zandian waives  
23 any claim to Big Springs Ranch, LLC [Exh. A. p. 6, lines 8-11]; (5) Zandian gives up any claim  
24 to the Wendover Project, LLC [Exh. A, p. 6, lines 13-14]; (6) the Defendants waive any claim to  
25 consulting fees paid to Zandian by the seller [Exh. A., p. 6, lines 16-21]; and (7) the defamation  
26 claims are waived and dismissed. [Exh. A, p. 10, lines 3-6]  
27  
28

1 The parties and the arbitrator then discussed, again in general terms, preparation of the  
2 necessary documents. There were still numerous items to be worked out. Mr. Netzorg, for

3 example, stated that his clients would need a mutual release [Exh. A, p. 7, lines 9-10] and

4 a warranty from the parties that the properties and interest being transferred  
5 haven't been previously transferred, that the parties, in fact, do currently hold  
6 those interests, and they are capable of transferring the interests that are subject to  
7 this order free and clear of claims by any third parties.

8 [Exh. A, p. 7, line 13 to p. 11, line 19]

9 The arbitrator then stated:

10 I'll allow the two of you to work out that language. Obviously if you signed for  
11 an LLC, you are representing and warranting that you have that authority, but you  
12 can work that into the settlement language and see if we have an agreement.

13 [Exh. A, p. 7, lines 20-24]

14 Mr. Netzorg then stated that his clients wanted the spouses to execute the documents to  
15 take care of any community interest questions [Exh. A, p. 7, line 25 to p. 8, line 3], to which the  
16 following ensued:

17 Arbitrator Hale: We may want spouses to sign –

18 Mr. Lee: We can work out the form of the details, I'm not concerned about  
19 that, if necessary we can get preliminary title reports. That is what I plan on  
20 doing.

21 [Exh. A, p. 8, lines 4 to 9]

22 Because conveyance of LLC membership is not of record, Mr. Netzorg stated that they  
23 should have "warranties in satisfaction that there hasn't been a pledge of these interests  
24 previously." [Exh. A, p. 8, lines 10-15] Arbitrator Hale responded: "That is fine, that can be in  
25 the settlement agreement." [Exh. A, p. 8, lines 16-17] The arbitrator then added: "Any issue  
26 regarding the sufficiency or the necessity of settlement agreements or documentation for transfer  
27 of property, I'm retaining my authority as the arbitrator to resolve that issue." [Exh. A, p. 8,  
28 lines 18-21]

The arbitrator advised that he considered it an honor that the parties asked him "to help  
attempt to mediate this as opposed to arbitrate it." [Exh. A, p. 11, lines 7-9]

1 Arbitrator Hale later stated: "I will resolve any disputes on the written agreements if it is  
2 necessary, I doubt it with these two attorneys, but with that, I think we can all take the rest of the  
3 Friday afternoon off." [Exh. A, p. 12, lines 10-13] In closing, Mr. Hale stated that he would  
4 "file an arbitration decision, indicating that I heard evidence, that we heard testimony, that I  
5 reviewed documents, that I interviewed the parties, that my arbitration decision is attached hereto  
6 as Exhibit A." [Exh. A, p. 12, line 21 to p. 13, line 1]

#### 7 **4. The "Arbitration Decision"**

8 The Arbitration Decision, dated September 20, 2006 [Exh. B], should be vacated because  
9 it (1) recites that it was the result of a trial on the merits, when, in fact, it was based on a  
10 purported agreement between the parties, (2) purports to be an arbitration decision, when, in fact,  
11 it is only a mediator's memorandum of a purported agreement between the parties, (3) was  
12 issued contrary to representations and assurances on the record that the parties still had essential  
13 issues to work out between themselves, and (4) does not fairly reflect the purported agreement of  
14 the parties, such as it was.  
15

16 The introductory paragraph of the Arbitration Decision states:  
17

18 Arbitration Hearings in this matter were conducted for two full days. The parties  
19 submitted voluminous exhibits, depositions and briefs to the Arbitrator. Having  
20 reviewed the documentation submitted and having heard the testimony and  
21 representations of the parties, the following Arbitration Decision is submitted:

22 Hearings were, in fact, conducted for two full days and the parties did, in fact, submit  
23 voluminous exhibits, depositions and briefs. Whether the arbitrator reviewed it all is unknown,  
24 but the arbitrator definitely did not hear the testimony and representations of the parties. He  
25 heard the direct examination and a part of the cross-examination of the Plaintiff, and no more.  
26 This Decision purports that the case was tried and heard to its conclusion. It was not. This  
27 Decision purports to have been based on "the testimony and representations of the parties." It  
28 was not.

1 On September 8, 2006, after the parties placed their arrangement on the record, the  
2 arbitrator stated that he would be glad to be of further assistance and "will resolve any disputes  
3 on the written agreements if it is necessary....I think we can all take the rest of our Friday  
4 afternoon off." [Exh. A, p. 12, lines 9-13] After the parties thanked him, Mr. Hale concluded  
5 the proceedings: "Thank you. We are done." [Exh. A, p. 12, line 18] After conclusion of the  
6 proceedings, the court reporter then caught the following discourse between the arbitrator and  
7 Plaintiff's attorney:

8 Mr. Lee: There is going to be an order of some kind to get filed, I would think?

9 Arbitrator Hale: I thought what I would do is take the transcript and file an  
10 arbitration decision, indicating that I heard evidence, that we heard testimony, that  
11 I reviewed documents, that I interviewed the parties, that my arbitration decision  
is attached hereto as Exhibit A.

12 Mr. Lee: Okay.

13 Arbitrator Hale: In case there is any question. Is that all right?

14 Mr. Lee: Very Good.

15 Unfortunately, the arbitration decision was filed prior to the critical moment of working  
16 out the language for free and clear transfer of Zandian's LLC interests. ["I'll allow the two of  
17 you to work out that language. Obviously if you signed for an LLC, you are representing and  
18 warranting that you have that authority, but you can work that into the settlement language and  
19 see if we have an agreement." (Exh. A, p. 7, lines 20-24)]

20 This is especially unfortunate because the "Arbitration Decision" and "Implementation  
21 Award" that followed it will not result in free and clear transfer of Zandian's interests in the  
22 LLCs. They will result, instead, in the dissolution of the LLCs, in the right of other investors to  
23 exercise a right of first refusal, in possible claims by a bankruptcy court in France in control of  
24 Zandian's assets, and in possible claims by Zandian's wife, or by Zandian himself, because the  
25 Decision and Implementation Award do not require the wife's signature or written consent.

26 These problems will be discussed in detail in sections 6 and 7 below. The point at this  
27 stage is that the documents entitled "Arbitration Decision" and "Implementation Award" are  
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invalid because they do not, in fact, constitute an arbitration decision, because they do not, as they purport, decide the case on the merits after “having heard the testimony and representations of the parties,” and because they were entered prematurely without allowing, as the record states, the parties to work out the details “and see if we have an agreement” as well as the language necessary to implement free and clear transfers.

It is one thing for the parties to place a settlement agreement on the record. It is another thing altogether for the judge or arbitrator to then issue a decision or judgment contrary to the agreement or that fills in essential terms in highly complex arrangements involving multiple LLCs, numerous investors, millions of dollars, and tens of thousands of acres of real property, that were, on the record, to be left to the parties to work out.

The procedure that was implemented here has one other critical flaw. After the arbitrator met separately with the parties, sometimes with, sometimes without, their attorneys, there could be no turning back. Although this was all done with the consent of the parties and their counsel, this arbitrator – now mediator – could no longer arbitrate the case should the mediation fail. Whatever the good intentions, this placed the parties in the unfortunate and inappropriate position of either reaching an agreement or starting all over again with another arbitrator.

The “Arbitration Decision” of September 20, 2006, should be vacated.

##### **5. The Implementation Award**

The Defendants filed a motion to amend the award of arbitration decision because, among other things, it did not require, as agreed, that Zandian’s wife sign the transfer documents, because it did not require assurances that Zandian’s interests would not be subject to his ongoing bankruptcy proceedings in France, and because it does not require Zandian to designate the Defendants as his LLC beneficiaries, to avoid other members’ right of first refusal under the



1 LLC formation documents. [Exhibit C] With no opposition or hearing, this motion was denied  
2 sua sponte the same day, October 11, 2006, in a short order, also entitled "Arbitration Decision,"  
3 that reminded the parties, per paragraph 6 of the Arbitration Decision, that they were still to

4 Prepare all necessary documents to effect the transfers of the real estate assets and  
5 LLC entities and the parties to this lawsuit and Arbitration will execute all  
6 necessary documents to effect this Arbitration Order, including a mutual Release  
7 to be executed by all parties.

8 [Exhibit D, p. 2]

9 Two weeks later, on October 24, 2006, the Plaintiff filed a "Motion to Implement  
10 Arbitration Award," asking the arbitrator to exercise its "jurisdiction to enforce the Award and  
11 Decision." [Exhibit E] On October 31, 2006, the Defendants filed their Opposition and attached  
12 two versions of a "Sale and Assignment of Interest Agreement," one for Wendover Project, LLC,  
13 and the other for Big Springs Ranch, LLC, that would effect a transfer of Zandian's LLC  
14 interests free and clear of rights of first refusal. [Exhibit F]

15 On November 2, 2006, the Plaintiff filed a Reply, attaching the Plaintiffs' preferred  
16 documents of transfer, whereby Zandian would assign his interests in Wendover Project, LLC  
17 and Nevada land and Water Resources, LLC [Exhibit G], which would not grant clear title, since  
18 the operating agreements grant other members the right of first refusal.

19 While the parties were awaiting decision or a call to further discuss the matter, the  
20 Plaintiff delivered, on October 28, 2006, to the Arbitrator a proposed "Implementation Award"  
21 that would require the Defendants to execute the transfers exactly as submitted by the Plaintiff.  
22 [Exhibit H] The Defendants immediately moved to strike this submittal [Exhibit I], but on the  
23 very next day, October 29, 2006, the Arbitrator signed and entered the proposed Implementation  
24 Award exactly as written by the Plaintiff on the Plaintiff's paper. [Exhibit J]  
25  
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1 These are the same documents that the Plaintiff had earlier submitted to the Defendants  
2 as a take-it-or-leave-it ultimatum. On October 18, 2006, Plaintiff's counsel wrote to counsel for  
3 the Defendants:

4 Please review the enclosed copies of documents designed to effectuate the  
5 implementation of the Award of the Honorable Floyd Hale. We expect that we will obtain your  
6 approval by Friday, October 20, 2006 at 5:00 p.m.

7 If we do not receive your confirmation, we will ask Arbitrator Hale to implant the Award  
8 and assist us in obtaining the transfers required to accomplish the intent of his Award.  
9 [Exhibit K]

10 This ultimatum was hardly in the good faith spirit of "working out settlement language to  
11 see if we have an agreement." Plaintiff's counsel had sent a copy of these documents on  
12 September 11, whereupon negotiations over disputed terms ensued. On October 20, 2006, the  
13 Defendants submitted to the Plaintiff proposed Sale and Assignment of Interest Agreements, a  
14 Mutual Release Agreement, and a list of deficiencies. [Exhibit L]

15 Since there has been no agreement on the settlement language, the "Arbitration Decision"  
16 and "Implementation Award" were improvidently filed. The Arbitration Decision and the  
17 Implementation Award are in excess of the arbitrator's authority and in manifest disregard of the  
18 agreement of the parties and should be vacated.

19 **6. The Plaintiff's proposed settlement papers would result in a one-sided transfer whereby  
20 the Plaintiff would receive free and clear title, but the Defendants could end up with little  
21 or nothing.**

22 Although it is clear so far that there has been no meeting of the minds and no settlement  
23 agreement, and that the "Arbitration Decision" and the "Implementation Award" should not have  
24 been issued, the Defendants take this opportunity to demonstrate at least one reason why the  
25 decision and award, based as they are on the Plaintiff's proposed transfer documents, do not  
26 accord with the broad outline recited in the transcript and would result in a grave injustice.

27 Mr. Zandian may not transfer his interests to the Defendants unless he has first  
28 designated them as beneficiaries prior to his resignation or removal as Managing Member.

1 Paragraph 7.1(a) of Big Springs Ranch, LLC's Operating Agreement dated October 1,  
2 2003 [Exh. C1] contains the following restrictions on transfers:

3 Upon the Managing Members' consent, each member shall have an equal right of  
4 first refusal to purchase the transferring member's interest in proportion to the  
5 purchasing member's then percentage interest ownership in the company subject  
6 to Paragraph 7.5.

7 Paragraph 7.5 provides:

8 Right of First Refusal. In addition to the other limitations and restrictions set  
9 forth herein, no member may sell all or any portion of his interest unless such  
10 member (the "Selling Member") has first (i) given written notice to the other  
11 members and the company of his intention to sell all or a portion of such interest  
12 (that which is intended to be sold is hereinafter called the "Subject Interest") and  
13 (ii) offer to sell the Subject Interest to the other members at a price no greater, and  
14 on terms and conditions no less favorable to the purchaser, than specified in a  
15 bona fide written offer received by the Selling Member from a third party.

16 Paragraph 7.1(b) provides, in pertinent part:

17 Beneficiaries of the Managing Members will be herein named, an equal percent to  
18 that of Managing Member of the Company will automatically be transferred to  
19 beneficiaries of said Managing Member.

20 The language is identical for Wendover Project, LLC. [Exh. C2]

21 The Plaintiff's Assignments, adopted by the Arbitrator, transfer nothing to the  
22 Defendants and deny them the benefit of the settlement.

23 Pursuant to the broad outline recited in the transcript, the parties were required to be  
24 "capable of transferring the interests that are subject to this Order free and clear of claims by any  
25 third parties." [Exh. A, p. 6, lines 13-19] A right of first refusal is such a claim. The proposed  
26 transfer would be completely illusory since it is, as drafted, subject to the express rights of first  
27 refusal provisions contained within the Operating Agreement.

28 The first item in Plaintiff's ultimatum, adopted verbatim by the "Implementation Award,"  
is payment to Plaintiff's counsel within 5 days prior to any other conveyance. This is not a

1 minor detail. Under the Implementation Award, the Defendants would be required to pay out  
2 \$250,000 without assurance that the rest of the process would take place.

3 The best – and only – way to handle such complex transactions would be to place the  
4 money, the deeds, assignments and beneficiary designations into an escrow account. An escrow  
5 transaction would also require certain federally mandated disclosures for IRS purposes [Exhibit  
6 M.] pursuant to 26 U.S.C. § 1445, which the Defendants believe should not be allowed to be  
7 avoided by the Plaintiff's ultimatum.

8  
9 **7. The Decision and Award fail to address other essential terms of the settlement.**

10 The Arbitration Decision and Implementation Award also wholly fail to address essential  
11 elements of the Defendants' settlement position. The Defendants were adamant that the wives  
12 sign the documents because the Plaintiff had a history of disavowing a settlement because his  
13 wife didn't sign. No mention of the requirement that the spouses sign is in any of the transfer  
14 documents. [Exh. A, p. 7, line 25 to p. 8, lines 3-9] The seriousness of the matter is  
15 demonstrated by the Shipyard settlement, a matter which comprised a substantial portion of the  
16 arbitration before the mediation began. One year after Mr. Zandian settled with K. Damen, his  
17 partner in the Dutch shipyards, and received \$2.1 million Dutch guilders, Zandian rescinded the  
18 settlement because his wife had not signed the document. On April 1, 1998, Mr. Zandian's Dutch  
19 counsel announced to Shipyard K. Damen that Mr. Zandian was rescinding their previous year's  
20 settlement agreement because:  
21

22 Mr. Zandian considers the Settlement Agreement of 2 April 1997 null and void  
23 because his (former) wife did not sign the agreement.

24 The wife's signature is therefore a material aspect of this settlement. The Plaintiff fired  
25 the first shot on September 13, 2006, only five days after the last appearance before the  
26 Arbitrator, when he backed out of this part of the arrangement. [Exhibit N]  
27  
28

1 The settlement agreement requires Mr. Zandian to deliver clear title to his interests in  
2 Wendover Project, LLC and Big Springs Ranch, LLC. Zandian testified during the arbitration  
3 that his bankruptcy proceedings are still being actively litigated in France and that his claims to  
4 stock ownership in the Shipyard K. Damen, the very consideration he tendered for his  
5 participation in the transactions at issue in this case, are the subject of the ongoing French  
6 bankruptcy litigation. Since Zandian purports to have given \$3,000,000.00 in stock from this  
7 bankruptcy court asset to Pico Holdings, in exchange for an interest in Wendover Project, LLC,  
8 he will need to provide an order from the French Bankruptcy Court demonstrating he in fact  
9 owned the stock and that the French Bankruptcy Court has no claim or interest in the Wendover  
10 Project, LLC interests which he is transferring. The requirement would be the same if he were in  
11 bankruptcy in Nevada and was seeking to exchange an asset subject to a Bankruptcy Court  
12 proceeding without Bankruptcy Court approval.

13 The Plaintiff's quitclaim deeds adopted by the Implementation Award are presented with  
14 no legal descriptions. Internet printouts from the Washoe County assessor's office are no  
15 substitute. It's hard to tell from these documents what the Defendants would be quitclaiming.  
16 The documents are blank deeds that Plaintiff would receive outside of escrow with no  
17 requirement that anything be delivered to the Defendants.  
18  
19

20 Last, but not least, there is no mention in either the Arbitration Decision or the  
21 Implementation Award that the defamation claims are dismissed.

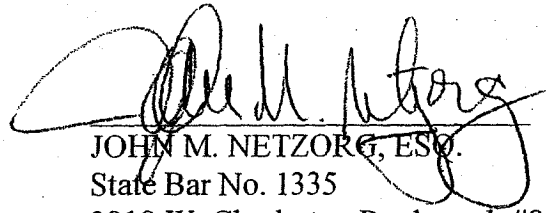
## 22 8. Conclusion

23 This court can do one of four things with this dispute. First, it could reject and vacate the  
24 Arbitration Decision and Implementation Award on the ground that they were not the result of  
25 arbitration on the merits as they purport to be. Second, it could reject and vacate the decision  
26 and award on the ground that the parties did not reach essential terms of a settlement. Third, it  
27  
28

1 could reject and vacate the decision and award on the ground that they do not properly  
2 incorporate essential terms of the proposed settlement agreement. Finally, it could attempt to  
3 reform the decision and award to properly reflect essential settlement terms based on the outline  
4 in the record and the terms and exigencies of the LLC Operating Agreements.

5 Because the fourth alternative would place the court itself in the position of a mediator,  
6 the "Arbitration Decision" and "Implementation Award" should be vacated.

7 Dated this 18th day of December 2006.

8  
9  
10 

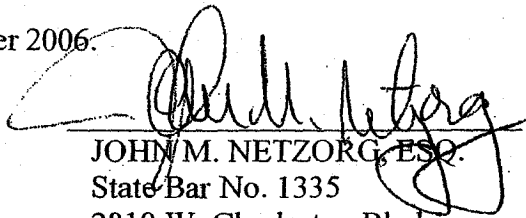
11 JOHN M. NETZORG, ESQ.  
12 State Bar No. 1335  
13 2810 W. Charleston Boulevard, #81  
14 Las Vegas, Nevada 89102  
15 Attorney for Defendants

16 **NOTICE OF MOTION**

17 TO: PLAINTIFF  
18 and  
19 TO: John Peter Lee, Esq., his counsel of record

20 PLEASE TAKE NOTICE that the Defendants will bring the above and foregoing  
21 Motion to Vacate Arbitration Award; or, in the Alternative, Motion to Modify or Correct on for  
22 hearing on the 23 day of JANUARY 2007 at the hour of Chambers a.m. in Department  
23 XI  
24 ~~XIII~~ of the above entitled Court, or as soon thereafter as counsel may be heard.

25 Dated this 18th day of December 2006.

26 

27 JOHN M. NETZORG, ESQ.  
28 State Bar No. 1335  
2810 W. Charleston Blvd.  
Suite 81  
Las Vegas, Nevada 89102  
Attorney for Defendants

**JOHN PETER LEE, LTD.**

---

ATTORNEYS AT LAW  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
Telephone (702) 382-4044  
Fax (702) 383-9950  
E-Mail: info@johnpeterlee.com

MOTION TO  
VACATE

Esq.

**DATE:** December 19,

**FROM:** John Peter Lee

If there is a problem with this transmission, please call us at (702) 382-4044

---

**To:** Reza Zandian  
**Fax No.** 858-625-2460  
**Pages:** 14  
**Our File No.** Zandian, 1334.022860  
**Hard Copy to Follow:** no

---

**Message:** Enclosed find copy of Motion to Vacate Arbitration Award or in the alternative Motion to Modify or Correct.

---

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TEL NUMBER : 7022564592  
NAME : JOHN PETER LEE

FILE NUMBER : 486  
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DOCUMENT PAGES : 015  
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**JOHN PETER LEE, LTD.**

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John Peter Lee, Esq.  
Paul C. Ray, Esq.  
Holly A. Fic, Esq.  
Trevor J. Hatfield, Esq.  
Michael A. Reynolds, Esq.

**FACSIMILE TRANSMISSION**

DATE: December 19, 2006  
FROM: John Peter Lee, Esq.

If there is a problem with this transmission, please call Judy Reilly at (702) 382-4044

To: Reza Zandian  
Fax No. 858-625-2460  
Pages: 14  
Our File No. Zandian, 1334.022860  
Hard Copy to Follow: no

Message: Enclosed find copy of Motion to Vacate Arbitration Award or in the alternative Motion to Modify or Correct.

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COPY

DISTRICT COURT  
CLARK COUNTY, NEVADA  
\*\*\*\*\*

JAN 16 10 39 AM '07

GHOLAMREZA Z. JAZI, et al.

Plaintiffs

vs.

RAY KOROGHLI, et al.

Defendants

FILED

CASE NO. A-511131

DEPT. NO. XI  
CLERK OF THE COURT

Transcript of  
Proceedings

BEFORE THE HONORABLE ELIZABETH GONZALEZ, DISTRICT JUDGE

HEARING ON MOTIONS

THURSDAY, JANUARY 11, 2007

RECEIVED  
JAN 16 2007  
JOHN PETER LEE, LTD.

APPEARANCES:

FOR THE PLAINTIFFS:

HOLLY FIC, ESQ.  
MICHAEL A. REYNOLDS, ESQ.

FOR THE DEFENDANTS:

JOHN M. NETZORG, ESQ.

COURT RECORDER:

JILL HAWKINS  
District Court

TRANSCRIPTION BY:

FLORENCE HOYT  
Las Vegas, Nevada 89146  
(702) 221-0246

Proceedings recorded by audio-visual recording, transcript produced by transcription service.

ACC TO CLIENT: WFZ1110  
INITIALS: 1/12/07

1 LAS VEGAS, NEVADA, THURSDAY, JANUARY 11, 2007, 10:23 A.M.

2 (Court was called to order)

3 THE COURT: Okay. A-511131, Jazi versus Koroghli.

4 (Pause in the proceedings)

5 MS. FIC: Holly Fic, Your Honor, for the plaintiff.  
6 Bar Number 7699.

7 MR. REYNOLDS: And Mike Reynolds, also.

8 MR. NETZORG: Good morning, Your Honor. John  
9 Netzorg on behalf of the defendants.

10 (Off-record colloquy - Court and Clerk)

11 THE COURT: Okay. Which motion do you want to do  
12 first, the motion to vacate, or the motion to confirm the  
13 arbitration award?

14 MS. FIC: Since our motion is first, Your Honor, I'd  
15 like to argue first. And I promise I won't be that long. I  
16 have an 11:00 o'clock, actually a settlement conference, to go  
17 to.

18 THE COURT: You saw that the gentleman who was here  
19 earlier kept saying he was going to be brief, and even though  
20 he's not a lawyer, he talked for a really, really long time.

21 MS. FIC: I promise you I won't be --

22 (Off-record colloquy)

23 MS. FIC: Your Honor, hopefully, I mean, I consider  
24 -- you know, we have our motion to confirm an entry of  
25 judgment. We've got a simple premise here. We've got an

1 11/28, 2005, stipulation to arbitration. Not for mediation,  
2 it's for arbitration. The defendants fully agreed to submit  
3 to arbitration and that the arbitration shall be binding with  
4 no right of appeal. It's Exhibit 2. And it shows that the  
5 defendants actually, you know, participated in the language,  
6 because they hand-wrote certain notes that they did or did not  
7 agree to and initialled any changes. But they left the  
8 provision that the arbitration shall be binding with no right  
9 of appeal as unmarked, and therefore it stands. And it is our  
10 stipulation for arbitration.

11 We also had an arbitration scheduling order. The  
12 parties agreed -- specifically, defendants agreed to Mr. Hale  
13 to arbitrate the matter, who, after having heard two full days  
14 of testimony, having reviewed all the exhibits, the  
15 depositions that were submitted, and arguments of counsel on  
16 9/8/06, set forth the parties' stipulation on the record. And  
17 he even stated that -- Mr. Hale stated that he would file an  
18 arbitration decision, to which none of the parties objected.  
19 He fully asked the parties if they would want to participate  
20 in any changes. He asked on two occasions. He invited the  
21 parties to add any additional terms, and they were set on the  
22 record. The court reporter recorded the terms of the  
23 agreement as if it was a stipulated judgment. The arbitrator  
24 recorded these and memorialized the terms, and he even said,  
25 this will completely resolve all claims of the LLCs and the

1 individuals that are involved in this litigation.

2           And consistent with the arbitrator's record of the  
3 September 8th, 2006, resolution, Arbitrator Floyd Hale issued  
4 the arbitration decision. So not only did the parties have  
5 the terms recorded by a court reporter, but this was  
6 formalized by a decision by the arbitrator called an  
7 "Arbitration Decision."

8           So there's case law out there, Your Honor, that when  
9 there's just even the attorneys doing -- who have  
10 authorization to settle and they put it down in writing with  
11 the court reporter, that's almost like EDCR 7.50, which  
12 provides that stipulations should be in writing or entered in  
13 the court minutes.

14           Here we had an arbitration which had gone on for  
15 some time. It wasn't just a one-shot deal. Parties had given  
16 opening testimony -- I mean opening statements, and testimony  
17 was taken and everything like that. So here we have it.  
18 We've got an agreement on the record with counsel present,  
19 with the parties present, and a neutral third-party  
20 arbitrator. The terms were recorded by a court reporter, like  
21 EDCR 7.50, and then it was actually reduced to a writing in  
22 the arbitration decision.

23           And so -- and, you know, and counsel were free to  
24 add anything they want. And then we get it down to where  
25 we're going to have it down -- put it down to writing, have

1 the parties sign these agreements, and they back out. We  
2 prepared everything for them to sign it. And also, too, the  
3 parties had gone back and forth with Arbitrator Hale, asking  
4 to reopen these issues, asking -- and they were denied. And  
5 we did a motion to implement the award, and that was granted  
6 by the arbitrator.

7           So what we're seeking, Your Honor, today is to  
8 confirm and enter this arbitration award and confirm the  
9 decision of the arbitrator, because we don't want to keep  
10 going back and forth. The terms were set forth, the parties  
11 agreed to them, the parties were present, counsel was present,  
12 and we had an arbitrator there. So we would submit that, Your  
13 Honor, please confirm the arbitration decision and enter the  
14 judgment so that the parties will sign the release agreements.

15           THE COURT: Mr. Netzorg.

16           MR. NETZORG: Thank you, Your Honor.

17           As we've argued in the briefs rather extensively,  
18 this started out as an --

19           THE COURT: Very extensively. My son thought I had  
20 more homework than he did last night.

21           MR. NETZORG: I know. And I appreciate it. I know  
22 it's rather voluminous. It's very important, obviously, to  
23 the client.

24           THE COURT: Okay. I understand. It's important to  
25 everybody.

1 MR. NETZORG: And this started out as an  
2 arbitration, and that is correct. And then there were a  
3 couple items that weren't accurate. There were opening  
4 arguments by counsel. The plaintiff gave his direct  
5 examination, and then he was cross-examined on about one third  
6 of the materials, at which point a mediation started. Counsel  
7 argues that as a result of these proceedings that the parties  
8 understand it was put on the record. And, Your Honor, this is  
9 the only place where you see the defendants' participation.

10 But first and foremost, Your Honor, Arbitrator Hale  
11 mentions that he was proud that the parties asked him to  
12 mediate instead of arbitrate. He references that the terms  
13 and conditions will be in the settlement agreement. We'll go  
14 into these in more specifics in a second.

15 But, Your Honor, what has happened is there was a  
16 settlement of this case, and the plaintiffs haven't performed  
17 material terms and conditions, material terms and conditions  
18 that appear in the recorded arbitration statement. And I'd  
19 ask the Court -- it's just a few pages, and we might go  
20 through that and review it, because it is critically  
21 important. This is where the parties' understandings are  
22 discussed. It's Exhibit A to our motion to vacate, which  
23 makes it the easiest to locate, because it's Exhibit A. But  
24 it's attached on numerous occasions. I'm sure the Court's had  
25 a chance to review it. The pagination --

1 THE COURT: What page?

2 MR. NETZORG: Our motion to vacate, Exhibit A.

3 THE COURT: But what page on that?

4 MR. NETZORG: I would ask the Court to turn to  
5 page 4 at the bottom. And my cross-references will be to the  
6 pagination at the bottom of the exhibit, rather -- because for  
7 some reason --

8 THE COURT: This is a rough transcript, so its page  
9 numbers differ from that which is attached to the other  
10 side's, plaintiffs' transcript.

11 MR. NETZORG: Oh. Very good. Very good.

12 THE COURT: I noticed that when I looked at them  
13 last night.

14 MR. NETZORG: Well, thank you, Your Honor. Because  
15 I -- it was most confusing to counsel, as well.

16 But as we review it, after -- and understand this  
17 arbitration lasted for weeks, but that was because we went  
18 over our allotted time and Arbitrator Hale had Fridays  
19 available. So the fact it went on for weeks was not  
20 indicative that the actual -- we were hearing testimony day  
21 in, day out.

22 But Mr. Hale went on the record, and he announces  
23 the case at page 4 and at page 5, and he says -- he says,  
24 "Having heard two full days of testimony and the arguments of  
25 counsel, it appears that the resolution of this case will be



1 as follows. And counsel are free to correct me."

2           And the intention was, Your Honor, that because this  
3 was a settlement and we were putting it on the record, that  
4 the people's intentions -- the parties intentions be added.  
5 This wasn't a decision on the merits. It was exactly what it  
6 was, a settlement, as if I were to come in here and say, Your  
7 Honor, we've settled today, we want to put the terms and  
8 conditions on the record.

9           What were those terms and conditions? Very first  
10 thing -- page 5, Your Honor, of Exhibit A. Very first thing,  
11 to make sure that there was no confusion. "This is pursuant  
12 to a stipulation, obviously, so we want to make sure there is  
13 a universal and complete resolution of all issues." That was  
14 a material consideration.

15           THE COURT: That's you talking, as opposed to Mr.  
16 Hale?

17           MR. NETZORG: That's me, talking, yes. That's the  
18 very first thing after -- after -- just to make sure that that  
19 was on the record, that there wasn't any confusion later and  
20 that someone would try and deny us the benefits of why it was  
21 that we were going to be tendering over \$5 million in  
22 consideration. So this wasn't a situation where we had a car  
23 accident and we were worried about the fender. This was a  
24 real estate case that involves over 40,000 acres of land over  
25 7 square miles of property located in four separate sections

1 that had been acquired at a price in excess of 16 million.

2 And did we not ask to have this recorded?

3 THE COURT: It's always recorded in here.

4 MR. NETZORG: Ah. Very wonderful.

5 THE COURT: Now you're going to get a bill for it.

6 MR. NETZORG: Thank you very much. I appreciate  
7 that. Please send me your bill. I'm too old to be forgetting  
8 that one. But thank the Court to deferring to business  
9 litigants who --

10 Okay. So the defendants were looking for a  
11 universal settlement. And the Supreme Court has held on  
12 innumerable occasions that obviously a settlement and  
13 resolution is a material consideration.

14 Mr. Hale then went on and discussed some portions of  
15 it. He talks about Mr. Zandian [phonetic] at page 6, and he's  
16 going to get the Pahrah [phonetic] property, and the Pahrah is  
17 I believe 4400 -- 4600 acres, and I may be wrong, and he's to  
18 receive it free and clear. Well, that was very important,  
19 that he receive it free and clear, just as it was important to  
20 the defendants that they receive his consideration free and  
21 clear. So the Pahrah land -- this is in Fernley, Nevada, and  
22 it is 4600 acres, but I may be mistaken, it's over a thousand.  
23 At which point on page 7 at line 11 I mention that there's --  
24 there's some engineering that hasn't been done.

25 And then Mr. Lee states -- and this is I take

1 umbrage with the position that's been argued that we didn't  
2 present the arguments or didn't complain at the time. It  
3 says, "John, please do me a favor --" "John" referring to me  
4 at page 7 and line 13 at the top "-- let the gentleman finish.  
5 Let him finish, and we will put our comments --" So he's  
6 asking that we put the comments, I understood it, at the end.

7           So Mr. Hales starts all over and he talks about the  
8 Pahrah property at page 7, line 20, is to be free and clear to  
9 Mr. Zandian.

10           And then on page 8 he talks about 320 acres, also  
11 located in Washoe County, and that's to be free and clear to  
12 Mr. Zandian, because it was very important that it be free and  
13 clear. "Mr. Sadri and Mr. Koroghli will within 30 days from  
14 today pay Mr. Zandian \$250,000." There was nothing about  
15 paying Mr. Lee \$250,000. That's what the parties had  
16 negotiated. They were to pay Mr. Zandian \$250,000. There is  
17 a change subsequently, but that money was money that wasn't  
18 fees awarded to Mr. Lee. That was part of the consideration  
19 we're talking. And this has serious importance to the  
20 defendants because there are tax consequences of this  
21 transaction, there are innumerable other parties involved,  
22 there are other people that hold ownership interests, and  
23 we're -- we address these at a later -- very shortly,  
24 actually.

25           Then at page 9 Mr. Hale goes on and talks about, at

1 line 16, all the LLCs and properties that are subject to this  
2 arbitration herein, including the Pahrach properties and the  
3 Wendover project, waive any claim to reimbursement for  
4 consulting fees.

5 And then he states, "The parties will through  
6 counsel prepare any necessary documents to effect the  
7 transfers of the LLCs and the underlying real estate." This  
8 is page 9, lines 21 through 23. So it's understood that  
9 there's going to be a preparation of further documents.

10 But going on at page 9 on the rough draft, our  
11 Exhibit A, line 24, "And the parties and representatives of  
12 these LLCs will execute all necessary documents to effect this  
13 settlement and arbitration order." This settlement. This is  
14 a settlement and the meeting of the minds. The defendants had  
15 an understanding of what they were to get, and it's expressed  
16 in this document.

17 Now, "Mr. Lee: We would like to have the check  
18 payable to my office for \$250,000." He wants the check made  
19 payable to his office. This is Mr. Zandian's \$250,000. He  
20 wants it payable to his office. There's nothing about he's  
21 supposed to get paid five days in advance, there's nothing  
22 about that the defendants are under a unilateral obligation to  
23 perform.

24 Then, "Mr. Hale: The settlement check will be  
25 payable to John Peter Lee." This is a settlement. This is

1 what we understood. That's what everyone talked about,  
2 settlement agreements and settlement.

3 Then finally, "Anything else?" Now, Mr. Lee had  
4 requested that we put our items -- or withhold them to the  
5 end, so at page 10, line 9, "We would like a mutual release  
6 executed by and between the parties." And Mr. Hale agrees to  
7 that.

8 Then below that we talk about -- page 10, line 13 --  
9 "We need a warranty from the parties that the properties and  
10 interests being transferred haven't been previously  
11 transferred --" this is typical; you're not going to take some  
12 interest not of record with no warranty "-- that the parties  
13 in fact do currently hold these interests --" we want to know  
14 that there hasn't been a conveyance, typical, it would be  
15 boilerplate warranties "-- and that they are capable of  
16 transferring the interests that are subject to this order free  
17 and clear of claims by any third parties." This is at pages  
18 10 and 11 of Exhibit A. Free and clear.

19 Well, Your Honor, we've provided the Court with  
20 Exhibit C1, which is the rights of first refusal that the  
21 plaintiff has assigned all of his LLC interest, he has given a  
22 prior transfer to a limited number of members. In the Big  
23 Springs Ranch, LLC, which is 35,000 acres, there's one other  
24 member, Mr. Abershombie. With the Wendover Project, which is  
25 approximately 67 acres located outside of Wendover, I think

1 there may be 13 other members of the LLC. He was under an  
2 obligation to deliver this free and clear. He has never  
3 tendered his property free and clear. Every tender has been  
4 subject to rights of first refusal in third parties.

5 It is customary -- we went to West, we went to  
6 business transactions and filled out a form assignment of an  
7 LLC or limited partnership interest, and the form assignment  
8 necessarily is the consent from the other parties that hold  
9 rights of first refusal. There are two reasons. One, even  
10 absent a right of first refusal, a transfer without the  
11 consent would liquidate the limited partnership. Mr. Zandian  
12 was receiving thousands of acres free and clear, and he was to  
13 deliver the consideration free and clear. And he has not.

14 And so under the proposed -- you know, why they  
15 would try and cram this thing down, why -- why in the world  
16 would the defendants be required to transfer their assets  
17 encumbered subject to rights of first refusal in third parties  
18 while the plaintiff would receive them free and clear? It  
19 clearly was not the intention. And they have refused to sign  
20 this document. It is in here. We are asking that which is  
21 customary. These are standard, customary requirements.  
22 There's nothing exceptional.

23 Your Honor, also in 100 percent of all escrows  
24 handled in Nevada and everywhere else in the United States of  
25 America the parties to the real estate escrow are required

1 under federal law, 26 USC, Section 1445, to make a declaration  
2 to the Internal Revenue Service of their non-foreign residency  
3 status. That is federal law. Typically that appears in a  
4 separate document.

5 The only change we made to the form document was to  
6 eliminate a number of the provisions and to include the non-  
7 foreign resident declaration because this involved transfers  
8 of interest in real property. Those --

9 MS. FIC: I don't mean to interrupt. Can we  
10 clarify? I don't -- how are we in an escrow? I mean, I don't  
11 think escrow even applies. I mean, I --

12 THE COURT: You've got to do an escrow.

13 MS. FIC: You do?

14 THE COURT: You have land that you're transferring;  
15 right?

16 MS. FIC: Okay.

17 THE COURT: So --

18 MS. FIC: Well, because we -- we did quitclaim  
19 deeds, and we sent over all the paperwork and --

20 MR. NETZORG: Excuse me. I'm sorry. I waited  
21 for --

22 THE COURT: Somebody not going to tell the IRS about  
23 this transaction? Because that would be bad.

24 MS. FIC: I just didn't think there had to be  
25 escrow.

1 THE COURT: That's all right.

2 MR. NETZORG: Then -- so this -- this is the essence  
3 of the transaction. Why would we -- why would we take  
4 interests that were encumbered by third parties so that we  
5 could invite future litigation when the whole -- the very  
6 first thing I said is, Your Honor, we need a universal  
7 settlement? This is a universal settlement. We don't -- we  
8 want the property free and clear. They have consistently  
9 refused.

10 On that issue, we were provided blank quitclaim  
11 deeds with runoffs from some database, no legal description  
12 incorporated in them, where we would just sign them in blank  
13 and hand them to the defendant. We're supposed to give five  
14 days before we get anything a quarter of a million dollars to  
15 the attorney. Where this requirement came from I cannot  
16 fathom. "I'll let the two of you to work out the language."

17 Well, Your Honor, I didn't think taking a --  
18 whatever. I took a form document as I would have done in any  
19 other transaction for an assignment of an LLC interest,  
20 especially -- this wasn't -- if it was five or ten dollars,  
21 maybe you could do it on a cocktail napkin like the one the  
22 plaintiffs put together, but any other document would have  
23 necessarily have required, you know, the representations to  
24 which the parties had agreed.

25 Then looking at page 11, line 2, I mentioned that



1 they were speaking of three married guys, we want to know if  
2 they're speaking for the community interest of their spouses  
3 on each and every one that is transferred. This was  
4 specifically in the -- in the transcript. And why was this  
5 important?

6           We've given you the history of the Dutch Shipyard.  
7 The testimony -- cross-examination of Mr. Zandian had simply  
8 covered the Dutch Shipyard transaction. We hadn't even gotten  
9 much beyond that. This is a case where in 1997 he had signed  
10 off for \$2.1 Dutch guilders. He settled with his Dutch  
11 partner to sell his interest. One year later he rescinds that  
12 transaction, that settlement, that global release, premised on  
13 the fact his wife hadn't signed. So with that track history  
14 these were documents in there. It was critically important  
15 that the wife sign, because we knew that the last major  
16 settlement that he was involved in, he'd used that for  
17 rescission. And he testified that eight years later he still  
18 had that Dutch Shipyard tied up in litigation over the wife  
19 issue and his French bankruptcy.

20           Then he showed up at the hearing with a liquidacione  
21 fiduciare [phonetic], a personal bankruptcy filing that he had  
22 in France. And he testified that this litigation involved his  
23 -- his -- he said it was his corporate bankruptcy in France,  
24 so we, having been alerted to that, as with anyone, as if --  
25 if he'd been in bankruptcy in Oklahoma and the consideration

1 that he paid for the interest was in litigation in bankruptcy  
2 court, we asked for an order from the court verifying that  
3 they had no interest -- this was subsequently, but, I mean,  
4 yeah, we wanted it free and clear, and one of the things was  
5 free and clear of the bankruptcy interest.

6 "Mr. Lee: With regard to the spouses issue --" at  
7 page 12, line 6 "-- we can work out the form of the details.  
8 I'm not concerned about this." This is in response to  
9 Arbitrator Hale's, "We may want spouses to sign."

10 So it wasn't even an issue. It wasn't an issue  
11 until four days later, when Mr. Lee said the spouses weren't  
12 going to sign. And that's where the problems started, when  
13 the plaintiff immediately reneged on the agreement and how has  
14 come in and said, well, gee, the arbitrator wrote a form  
15 that's completely inconsistent with everyone's understanding  
16 and the record and we're going to cram that down your throat,  
17 we're not going to have the spouses sign, we're not going to  
18 provide clear title to the LLC interests, we're going to give  
19 you an assignment subject to rights of first refusal that will  
20 guarantee the liquidation of your entities.

21 There's another provision in the LLC agreements that  
22 provides on the resignation that the LLC shall dissolve. So  
23 without -- they prepared a separate resignation form to  
24 guarantee that they would have that resolved.

25 So the defendants are asked to transfer what

1 arguably could be millions of dollars in assets and in  
2 consideration for nothing. And that was not the  
3 understanding.

4           Then once again I point at page 12, lines 16 and 17,  
5 "That is fine. That can be in the settlement agreement."  
6 Once again we're talking about the settlement agreement. This  
7 is page 12, lines 16 and 17, when I'm talking about the  
8 warranties and satisfaction. So the notion that this was not  
9 a settlement agreement, we're calling it a settlement  
10 agreement, here it's the settlement agreement, everybody knew  
11 there was going to be a settlement agreement -- no one in  
12 their wildest imaginations dreamed that something would be  
13 concocted completely inconsistent with this, denying the  
14 defendants any of the benefits that they'd negotiated for.

15           At the next page, page 13, line 22, "We want to do  
16 an allocation of the purchase price." If we were transferring  
17 five and a half million dollars or more in assets and there  
18 was potentially rights of first refusal, we couldn't have the  
19 situation which the defendants have intentionally engineered.  
20 Big Springs Ranch, for instance. There's a recital that  
21 \$250,000 is to go for the waiver of the Big Springs Ranch  
22 issue. There are four members -- or there -- of Big Springs  
23 Ranch, arguably. If you just waived the interest, then all  
24 those members, even Mr. Abershombie, who's not a party to the  
25 litigation and not paying any consideration, would be the

1 beneficiary of that grandess.

2           The parties paid \$2.8 million for that property, and  
3 to say, well, we're going to allocate a \$250,000 value? No.  
4 I mean, for tax purposes, for basis purposes it was important  
5 that the consideration that the defendants were tendered would  
6 be allocated and there'd be some correlation between the  
7 values and the allocation made. What do we get? \$250,000 for  
8 a waiver of the Big Springs Ranch interest. So that in effect  
9 gives us nothing. It permits the other partner to, arguably,  
10 I guess, under that resolution exercise a right of first  
11 refusal, which would allow him to buy an interest for a  
12 fraction of what it cost three years previously. "Mr. Lee:  
13 You can allocate anything you want to." "Mr. Netzorg: That  
14 is good, as long as you understand." It was important to us.

15           And then finally, on page 14 -- and I'd mentioned  
16 the candy's been excellent because the arbitrator had candy  
17 there and we were going on and on, eating this candy. "And  
18 then there is -- with the understanding that those items --  
19 thank you very much for the excellent job you did."

20           Your Honor, I've said those items were all important  
21 to us. This is a part and parcel of our consideration. We  
22 have not been provided it. There have been quitclaim deeds,  
23 there've been grant, bargain and sale deeds. There's no  
24 spouses. The assignments contained -- are subject to rights  
25 of first refusal. So obviously, Your Honor, there was no

1 meeting of the minds. The plaintiff steadfastly refuses to  
2 perform any of those. And this is -- these were material  
3 consideration which was not provided.

4           When we filed -- and under the rules, Your Honor,  
5 there's a requirement that you file within 20 days of the  
6 decision. All of a sudden here comes the decision. So --

7           THE COURT: Which one? Because I've got three.

8           MR. NETZORG: The first one.

9           So within 20 days you have to move to modify under  
10 the rules. That's what we did. We put our motion to modify  
11 in, it was delivered to the arbitrator's office, and an hour  
12 later we had a decision denying our motion. There was never a  
13 settlement agreement.

14           Then there was a motion to enforce the award. The  
15 arbitrator correctly said he had no authority to enforce the  
16 award, take it to District Court, I believe was --

17           And then finally there was a motion to implement the  
18 award. It went under advisement. Out of the blue here comes  
19 an implementation order from the plaintiff, which doesn't deal  
20 with the spouses, doesn't deal with our rights of first  
21 refusal, doesn't deal with the fact that the LLCs will be  
22 dissolved by the documents that have been prepared, doesn't  
23 even address our request that they sign our form assignment  
24 provision and get the consent. And the next day that comes  
25 back basically signed by the arbitrator.

1           Now we have these motions in here, and we're  
2 pretending the apples are oranges. It was a settlement  
3 agreement, everyone knew it was a settlement agreement, the  
4 settlement's put on the record. Even today the argument is  
5 they put the settlement on the record. And the plaintiffs  
6 haven't performed.

7           So if we were to stuff this down the defendants'  
8 throats and give them nothing when their intention was clearly  
9 to the contrary, then these are the very items which are  
10 reviewable under NRS Chapter 38. You look for modification of  
11 the award; was there an evident mathematical miscalculation or  
12 an evident mistake in the description of a person, thing or  
13 property; the arbitrator's made a award on a claim not  
14 submitted to him; the award is imperfect in matter of form not  
15 affecting the merits. "The motion to modify or correct an  
16 award pursuant to this section may be joined with a motion to  
17 vacate the award."

18           Well, the reason that you put things on the record  
19 is so you have a record of it. And that reflects what the  
20 parties' intentions were. And the other, later items do not.  
21 There wasn't any substantive changes. There is a  
22 misinterpretation of that which was clear and unambiguous.  
23 And it's so one-sided. Why are these requirements that we  
24 transfer our assets free and clear and they transfer them to  
25 us -- well, they don't even transfer them to us. They give us

1 their title subject to third parties' rights and interests and  
2 potentially bankruptcy court's ownership.

3           And, Your Honor, also, additionally, if you look at  
4 it, I mean, just for the purposes of doing the analysis on the  
5 vacation, the process itself, you know, was there fraud or was  
6 this an undue process. Well, this was an undue process. You  
7 don't have people do a settlement, tell them it's a  
8 settlement, tell them there's going to be a settlement  
9 agreement, and then say, oh, here's an award -- here's an  
10 award and we're going to treat this as if I'd actually  
11 conducted the trials.

12           The defendants had numerous witnesses that they were  
13 going to call. None of them were called. One of the  
14 plaintiffs' witnesses was -- the plaintiff was called and  
15 direct examination. There was no testimony from the other  
16 witnesses. There was no testimony by the defendants.

17           So, Your Honor, for these reasons there just has  
18 been no meeting of the minds. And this is reflected -- the  
19 statutory grounds for the vacation are met. This settlement  
20 has not been fulfilled. And, Your Honor, basically we had a  
21 mediation, obviously there was not a meeting of the minds and  
22 material consideration. We would ask that the matter be  
23 reverted with a new arbitrator. Because if the parties  
24 haven't decided, then let them go arbitrate. If all these  
25 plaintiffs are going to give us is clouded title to the assets

1 that we were to pay five and a half million dollars for, then  
2 obviously there's no meeting of the minds, go arbitrate.

3 Under the circumstances, Your Honor, it should be in  
4 front of a new arbitrator because of the involvement in the  
5 mediation. And the other bases are articulated in our motion.  
6 And the other issues that this -- you know, the fact that for  
7 some reason why when we submitted our documents they were  
8 summarily denied without even consideration and without -- we  
9 do our motion for -- to modify, we have our form assignment  
10 agreement with no oppositions filed, nothing, just, bam,  
11 denied. You know, we have our final motion, implementation,  
12 which we consider as under consideration raising many of these  
13 issues. I mean, how can we just arbitrarily not comply with  
14 federal law? How can we leave the spouses out? How can we  
15 ignore the rights of first refusal? We can't. That  
16 invalidates the procedure.

17 The only question is what's the remedy. And the  
18 remedy under the circumstances where the arbitrator has  
19 performed a mediation is to send it to a new arbitrator and  
20 let the parties finalize it, give the defendants an  
21 opportunity to testify. The defendants have not. The  
22 defendants were told repeatedly the settlement, settlement,  
23 this is a settlement, there'll be an agreement, put your items  
24 at the end. They were put there at the end without objection,  
25 and then summarily eliminated, the very consideration that



1 formed the basis of the settlement removed.

2           So the defendants were denied under the statutes,  
3 NRS 38, basically what amounts to their day in court. And  
4 there's no pretense that this was a complete, full and fair  
5 hearing, nor did the parties intend that it be such. They  
6 settled it, they put the settlement on the record. The  
7 plaintiffs are now disagreeing and started immediately, our  
8 spouses won't sign, that'll be confusing. Well, we didn't get  
9 the benefit -- had they notified us the day that we were  
10 putting it on the record, it never would have happened.

11           And the other items I detailed in my opposition to  
12 their motion and their reply. So thank you, Your Honor.

13           THE COURT: Okay.

14           MS. FIC: Your Honor, I have a suggestion, okay.  
15 Because what I keep hearing is settlement, settlement,  
16 settlement. We agree there was a settlement. I did say  
17 settlement, okay. But the settlement terms were -- the terms  
18 -- essential terms were put in -- recorded by a -- on the  
19 transcript by the court reporter. So we have the essential  
20 terms, okay.

21           THE COURT: You do.

22           MS. FIC: What I'm hearing is --

23           THE COURT: And you're missing some of the things in  
24 the documents you have as to those essential terms.

25           MS. FIC: Okay. And that's -- okay, Your Honor, so

1 fine. So if we have the essential terms, if we've got  
2 disputes with this, why don't we -- okay. I don't want to do  
3 a new arbitrator, because that's going to be costs to both  
4 parties. It's not going to be efficient. Arbitrator Hale was  
5 agreed to --

6 THE COURT: I'm going to solve your problem. It's  
7 really easy. I'm going to refer the matter back to Floyd Hale  
8 for further proceedings, consistent with the 9/8/06  
9 transcript. Those will include getting the mechanism for the  
10 spouses of the parties to sign the documents, getting a  
11 mechanism for the waiver of the release of the rights of first  
12 refusal that exist, entering into the settlement agreement the  
13 parties entered into. If he is unable to reach an agreement  
14 among the parties, then I will have the final word. I --

15 MS. FIC: Because, Your Honor --

16 THE COURT: Wait, wait, wait. I'm not done.

17 MS. FIC: Okay. Sorry, Your Honor.

18 THE COURT: Okay. I recommend -- this is not an  
19 order -- that an escrow be opened for the transfers of the  
20 real property. If you are merely transfer interests in an  
21 LLC, which has different tax consequences to both of your  
22 clients, I don't think it's necessary for an escrow to be  
23 opened. But if you're transferring real property, which is  
24 what it currently looks like to me you were trying to do based  
25 upon the settlement, then an escrow needs to be opened.

1 I'm referring it back to Mr. Hale, since I would  
2 typically in a case where a settlement was reached and there  
3 was a mediator or arbitrator involved refer it to that  
4 individual for some additional work with you to try and  
5 resolve those disputed issues, since they were there at the  
6 time you reached the settlement. Hopefully I have a  
7 transcript that helps me. If you are unable to reach an  
8 accommodation after speaking to Mr. Hale, then I will reach an  
9 accommodation, because I have a transcript, and I'll make a  
10 decision. And it won't be one that anybody's tax benefits are  
11 in favor of, because there's no indication in the transcript  
12 that you're going to work together to minimize tax  
13 consequences to each other, which sometimes I see in  
14 settlement agreements. And I didn't see that in this one.

15 MS. FIC: Yeah. 'Cause the only concern was I  
16 didn't want to have like maybe one wife not sign, because  
17 there's a lot of -- you know, one wife not signing upset the  
18 whole thing.

19 THE COURT: The wives have to sign. That was part  
20 of the deal you guys cut. You cut a deal the wives are going  
21 to sign. The wive's have got to sign.

22 MS. FIC: We --

23 THE COURT: That was part of the discussion on  
24 September 8th during the --

25 MS. FIC: Floyd Hale said that, but then it was not

1 added to at the end of it that we were required to have all  
2 the wives sign. Because here's the thing, they're non-  
3 parties. And what happens if one --

4 THE COURT: How are you going to -- wait now. This  
5 is just really common sense.

6 MS. FIC: Okay.

7 THE COURT: How are you going to transfer an  
8 interest in real property which may be owned by both of the  
9 people and the wife has a claim, especially in places where it  
10 is voidable if you do not have the spouse sign? How are you  
11 going to transfer that property free and clear?

12 MS. FIC: Because the husbands -- I mean, there's  
13 NRS statutes --

14 THE COURT: Okay. I'm going to send you back to Mr.  
15 Hale, and the wives need to sign. Spouses need to sign, and  
16 the people who have the first right of refusal need to waive.

17 MS. FIC: So we'll come back to you if one of the  
18 wives refuse. That's the only thing. I just don't want to --

19 THE COURT: You're going to come back to me if you  
20 are unable to reach an agreement, if you need me to confirm an  
21 order. You are also going to come back to me if there is any  
22 problem in the implementation of the agreement.

23 But you reached a settlement, it was put on the  
24 record. You've got to have a settlement agreement. I know  
25 that Mr. Hale drafted an arbitration award, because he

1 conducted a portion of the arbitration. And I don't really  
2 have a problem with that, but we need to have the  
3 documentation consistent with the discussions that were --  
4 that occurred on September 8th, 2006, which are a part of the  
5 actual record the court reporter made, at which time both  
6 parties stipulated in front of the arbitrator that they had  
7 agreed to go to as part of the extrajudicial proceedings,  
8 which in my mind makes it an enforceable settlement. Okay.

9 MR. NETZORG: Thank you, Your Honor.

10 THE COURT: Have a lovely day.

11 MR. NETZORG: We appreciate it. Happy New Year.

12 MS. FIC: Thank you, Your Honor.

13 MR. NETZORG: Happy to have business court back.

14 THE COURT: Any more business court cases you want  
15 to send me, send them along.

16 (Off-record colloquy)

17 THE PROCEEDINGS CONCLUDED AT 9:59 A.M.

18 \* \* \* \* \*

19  
20  
21  
22  
23  
24  
25

CERTIFICATION

I CERTIFY THAT THE FOREGOING IS A CORRECT TRANSCRIPT FROM THE AUDIO-VISUAL RECORDING OF THE PROCEEDINGS IN THE ABOVE-ENTITLED MATTER.

AFFIRMATION

I AFFIRM THAT THIS TRANSCRIPT DOES NOT CONTAIN THE SOCIAL SECURITY OR TAX IDENTIFICATION OF ANY PERSON OR ENTITY.

FLORENCE HOYT  
LAS VEGAS, NEVADA 89146  
(702) 221-0246

*Florence M. Hoyt*

\_\_\_\_\_  
FLORENCE HOYT, TRANSCRIBER

1/16/07  
\_\_\_\_\_  
DATE

**JOHN PETER LEE, LTD.**

---

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**FACSIMILE TRANSMISSION**

**DATE:** January 17, 2007

**FROM:** John Peter Lee, Esq.

If there is a problem with this transmission, please call Judy Reilly at (702) 382-4044

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**To:** Mr. Reza Zandian

**Fax No.** 858-625-2460

**Pages:** 29

**Our File No.** Zandian/Koroghli, 1334.022860

**Hard Copy to Follow:** no

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**Message:** Enclosed find a copy of the transcript from the hearing held on January 11, 2007

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Michael A. Reynolds, Esq.

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To: Mr. Reza Zandian  
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Our File No. Zandian/Koroghli, 1334.022860  
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*Attorneys for Plaintiff/Counterdefendant*  
6 **GHOLAMREZA ZANDIAN JAZI**

7 **DISTRICT COURT**  
8 **CLARK COUNTY, NEVADA**

9 **GHOLAMREZA ZANDIAN JAZI,** )  
10 **Plaintiff,** )  
11 **v.** )  
12 **RAY KOROGHLI, individually, FARIBORZ FRED** )  
13 **SADRI, individually, and as Trustee of the Star** )  
14 **Living Trust, WENDOVER PROJECT, LLC, a** )  
15 **Nevada limited liability company; BIG SPRING** )  
16 **RANCH, LLC, a Nevada limited liability company,** )  
17 **and NEVADA LAND AND WATER** )  
18 **RESOURCES, LLC, a Nevada limited liability** )  
19 **company,** )  
20 **Defendants.** )

18 **RAY KOROGHLI, individually and FARIBORZ** )  
19 **FRED SADRI, individually,** )  
20 **Counterclaimants,** )

21 **v.** )  
22 **GHOLAMREZA ZANDIAN JAZI,** )  
23 **Counterdefendant.** )

24 **WENDOVER PROJECT, LLC,** )  
25 **Counterclaimant,** )

26 **v.** )  
27 **GHOLAMREZA ZANDIAN JAZI,** )  
28 **Counterdefendant.** )

*Chaf SAR*  
CLERK OF THE COURT

JAN 19 4 10 PM '07

**FILED**

CASE NO.: A511131  
DEPT. NO.: XI

**ORDER ON MOTION TO  
CONFIRM ARBITRATION AWARD  
AND MOTION TO VACATE  
ARBITRATION AWARD**

CC TO CLIENT *1/19/07*  
INITIALS *S*  
WFZ1142

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1 GHOLAMREZA ZANDIAN JAZI, )  
2 Counterclaimant, )  
3 v. )  
4 WENDOVER PROJECT, LLC, )  
5 Counterdefendant. )

6 1334.022860-sy

7  
8 **ORDER ON MOTION TO CONFIRM ARBITRATION AWARD AND MOTION TO**  
9 **VACATE ARBITRATION AWARD**

10 Plaintiff, Gholamreza Zandian Jazi's Motion for Confirmation and Entry of Judgment on  
11 Arbitration Award, and Defendants' Ray Koroghli and Fred Sadri's Motion to Vacate Arbitration  
12 Award/Motion to Modify or Correct, came before this Court for hearing January 11, 2007. Holly  
13 A. Fic, Esq., and Michael A. Reynolds, Esq., of the law firm of John Peter Lee, Ltd., appeared on  
14 behalf of Plaintiff and John Netzorg, Esq., appeared on behalf of Defendants.

15 The Court having considered all of the pleadings and papers on file herein and the  
16 representations and arguments of counsel,

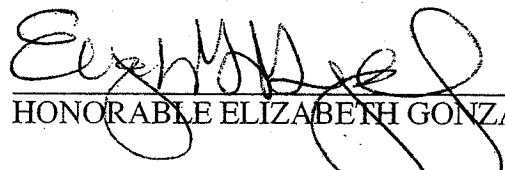
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IT IS HEREBY ORDERED that both Motions are denied. The matter is referred back to Arbitrator Floyd Hale to consider the issues set forth in the oral decision, a copy of which is attached hereto as Exhibit "A."

Dated this 18<sup>th</sup> day of January, 2007.

  
HONORABLE ELIZABETH GONZALEZ

RESPECTFULLY SUBMITTED BY:  
JOHN PETER LEE, LTD.

BY:   
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9 Arbitrator.

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DISTRICT COURT  
CLARK COUNTY, NEVADA

10 GHOLAMREZA ZANDIAN JAZI, ) Case No. A511131  
11 ) Dept. No. XII  
12 Plaintiff, )  
13 vs. )  
14 RAY KOROGHLI, individually, )  
15 FABIRORZ FRED SADRI, individually, )  
16 and as Trustee of the Star Living Trust, )  
17 WENDOVER PROJECT, LLC, a Nevada )  
18 limited liability company; BIG SPRING )  
19 RANCH, LLC, a Nevada limited liability )  
20 company, and NEVADA LAND AND )  
21 WATER RESOURCES, LLC, a Nevada )  
22 limited liability company, )  
23 Defendants. )

**ARBITRATOR REPORT AND RECOMMENDATION TO  
DISTRICT COURT**

23 This matter was submitted to Arbitration and Arbitration Hearings were conducted for two  
24 days, as well as the submission of voluminous exhibits, depositions and briefs. During the  
25 Arbitration proceeding, the parties agreed to meet with the Arbitrator in an effort to resolve the  
26 dispute. With agreement of counsel, the parties met directly with the Arbitrator and an agreement  
27 for a final conclusion of this matter was read into the record, being recorded by a court reporter.  
28

Christ  
WHZ/146

1 The undersigned then issued an Arbitration Decision based upon the evidence submitted as well  
2 as the agreement of the parties.

3  
4 On January 11, 2007, counsel for the parties conducted a hearing before this Court  
5 regarding confirmation of the Arbitration Award. Counsel for the parties could not reach an  
6 agreement as to what documents needed to be signed to effect the Arbitration Decision. For that  
7 reason, the matter was referred back to the Arbitrator for further proceedings. The actual  
8 reference, contained in page 25, line 6-14 of the January 11, 2007, transcript is as follows:

9  
10 THE COURT: I'm going to resolve your problem. Its real easy. I am  
11 going to refer the matter back to Floyd Hale for further proceedings,  
12 consistent with the 9/8/06 transcript. Those will include getting the  
13 mechanism for the spouses of the parties to sign the documents, getting  
14 a mechanism for the waiver of the release of the rights of first refusal  
15 that exist, entering into the settlement agreement the parties entered  
16 into. If he is unable to reach an agreement among the parties, then I  
17 will have the final word.

18 The District Court has already indicated that wives of the principals will need to sign  
19 documents. The following report and recommendation will reference the parties to the  
20 Arbitration with the understanding that the District Court has already indicated that wives for  
21 those parties will be required to sign all necessary documents.

22 IT IS REPORTED AND RECOMMENDED to the Court that the following documents  
23 will need to be executed by the parties and their wives:

24 4,400 acres of real estate, owned by Poh Rah, LLC: The only members of the Pah Rah,  
25 LLC are the parties to this action: Zandian Jazi; Ray Koroghli and Fred Sadri. These parties will  
26 be required to sign a Grant Bargain Sale Deed to transfer the 4,400 acres of real estate to Zandian  
27 Jazi. Fred Sadri will need to execute a full reconveyance of the Deed of Trust and release the  
28 Promissory Note which was secured by the Deed of Trust as to this property. The parties will also

1 have to sign a waiver of any right of first refusal to this property.

2 320 acres owned by Big Springs Ranch, LLC. The only members of the Big Springs  
3 Ranch LLC, are the parties to this action and Mr. Abrishami. If Mr. Zandian Jazi can obtain the  
4 signature of Mr. Abrishami on a Deed to transfer this property, then the parties to this action must  
5 all execute a Grant Bargain Sale Deed transferring this real estate to Zandian Jazi. If Mr. Jandian  
6 Jazi is unable to obtain the signature of Mr. Abrishami, then Mr. Sadri and Mr. Koroghli are  
7 required to sign a Quit Claim Deed from Big Springs Ranch, LLC to Zandian Jazi to sign waivers  
8 of rights of first refusal.  
9

10 \$250,000.00 Payment to Zandian Jazi: There has been a dispute as to what entity is  
11 responsible for making this payment. During the Arbitration Proceedings, as well as during prior  
12 meetings with the parties, it was represented to the Arbitrator that Mr. Sadri and Mr. Koroghli  
13 would make this payment. It is Recommended that either Mr. Sadri or Mr. Koroghli, or both, are  
14 individually responsible for this payment. Sadri and Koroghli may, however, execute the  
15 payment check or draft in whatever representative capacity that they believe is the most  
16 appropriate.  
17

18 Transfer of Wendover Project, LLC Interest: Zandian Jazi has agreed to waive or transfer  
19 any interest that he has, if any, in the Wendover Project, LLC. Mr. Netzorg has argued that it is  
20 incumbent upon Mr. Zandian Jazi to obtain signatures on waivers of rights of first refusal from  
21 all members of the LLC. This was not part of the settlement agreement and the District Court  
22 should be aware that the Defendants contested that Zandian Jazi even owned rights in the  
23 Wendover Project, LLC at the time of the arbitration.  
24

25 It is the Report and Recommendation of the Arbitrator that Zandian Jazi sign a transfer  
26 of all interest that he owns in the Wendover Project, LLC directly to: "Wendover Project, LLC."  
27  
28



1 Zandian Jazi must also sign a waiver of any right of first refusal that he has as to that LLC.

2           The remaining managing members of the Wendover Project LLC are responsible for  
3 determining the appropriate allocation of the Zandian Jazi interest. If they believe that it is  
4 necessary to obtain waivers of rights of first refusal to make that allegation of interest, then it is  
5 their responsibility to do so. Before distributing Mr. Zandian Jazi's interest, the managing  
6 members of the LLC should either distribute that interest in accordance with the operating  
7 agreements or, alternatively, obtain whatever signatures that the managing members determine  
8 are necessary to make a different distribution or allocation of that interest. It would seem unfair  
9 to place this burden on the transferring party who is merely transferring his interest to the entire  
10 Wendover Project, LLC.

11           Big Springs Ranch, LLC: As with the Wendover Project, LLC, Mr. Zandian Jazi will be  
12 required to execute a transfer of interest and waiver of any interest of the Big Springs Ranch,  
13 LLC, directly to: "Big Springs Ranch, LLC." He must also execute a waiver of right of first  
14 refusal that he would have under that LLC. As stated with the Wendover Project, LLC, it is the  
15 duty of the managing members of the Big Springs Ranch, LLC, to make an appropriate  
16 distribution or allocation of this interest. The remaining managing members of the Big Springs  
17 Ranch, LLC must either transfer the property as required by the operating agreement or obtain  
18 whatever waivers of rights of first refusal that are necessary to make a transfer which they believe  
19 are necessary.

20  
21  
22 **CONCLUSION:**

23           Mr. Netzorg has contested the requirement that the receiving LLC entities are required to  
24 obtain waivers of rights of first refusal. Actually, waivers are not necessary if the receiving  
25 interest is transferred pursuant to the operating agreement. If the managing members want to  
26  
27  
28

1 obtain waivers of rights of first refusal to make a different distribution, they are certainly free to  
2 do so. That should not be the burden of Mr. Zandian Jazi.

3  
4 Mr. Netzorg has also asked for numerous documents regarding a purported transfer of Mr.  
5 Zandian Jazi's shipyard stock. There was absolutely no evidence that any entity related to these  
6 proceedings acknowledged receipt of that stock or issued any credit related to receipt of that  
7 stock. Although that stock was discussed during the Arbitration proceedings, there was no  
8 competent evidence regarding that stock being relevant to the Arbitration proceedings.

9  
10 RESPECTFULLY SUBMITTED this 28<sup>th</sup> day of February, 2007.

11  
12 By: 

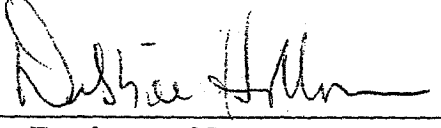
FLOYD A. HALE  
2300 W. Sahara, #900  
Las Vegas, NV 89102  
Arbitrator

13  
14  
15  
16 CERTIFICATE OF FACSIMILE AND MAIL

17 I hereby certify that on the 28<sup>th</sup> day of February, 2007, I faxed and mailed a true and  
18 correct copy of the foregoing addressed to:

19 John Peter Lee, Esq.  
830 Las Vegas Boulevard South  
20 Las Vegas, NV 89101  
Attorneys for Plaintiffs  
21 Fax No. 383-9950

22 John Netzorg, Esq.  
23 2810 West Charleston Blvd. #H-81  
Las Vegas, NV 89102  
24 Attorneys for Defendants  
25 Fax No. 878-1255

26  
27 By:   
Employee of Jams

28

FLOYD A. HALE  
SPECIAL INTER  
2300 W. SAHARA, #900, SUITE 900  
LAS VEGAS, NEVADA 89102  
PHONE (702) 457-5267 EMAIL fhale@floydahale.com

ORIGINAL

FILED

1 NOTC  
2 STEVEN L. DAY, ESQ.  
3 Nevada Bar No. 3708  
4 COHEN, JOHNSON & DAY  
5 1060 Wigwam Parkway  
6 Henderson, NV 89074  
7 (702) 309-3333

Aug 10 3:33 PM '07

CLERK OF COURT

FILED

Attorneys for Defendants

AUG 21 2007

DISTRICT COURT

CLARK COUNTY, NEVADA

JANEITTE M. BLOOM  
CLERK OF SUPREME COURT  
BY *J. Casilla*  
DEPUTY CLERK

No. 49924

COHEN, JOHNSON & DAY  
1060 Wigwam Parkway  
Henderson, NV 89074  
(702) 309-3333

11 GHOLAMREZA ZANDIAN JAZI, )  
12 Plaintiff, )  
13 vs. )  
14 RAY KOROGHLI, individually, FARIBORZ )  
15 FRED SADRI, individually and as Trustee of )  
16 the Star Living Trust, WENDOVER PROJECT, )  
17 LLC, a Nevada limited liability company; BIG )  
18 SPRING RANCH, LLC, a Nevada limited )  
19 liability company, and NEVADA LAND AND )  
20 WATER RESOURCES, LLC, a Nevada )  
21 limited liability company, )  
22 Defendants. )

CASE NO. A511131  
DEPT. NO. XI

AMENDED NOTICE OF APPEAL

22 NOTICE IS HEREBY GIVEN that Defendants Ray Koroghli, Fariborz Fred Sadri,  
23 Wendover Project, LLC, Big Spring Ranch, LLC, and Nevada Land and Water Resources,  
24 LLC, hereby appeal to the Supreme Court of Nevada from the Judgment Confirming  
25 Arbitration Award filed on June 8, 2007, with notice of entry filed June 8, 2007 and that  
26 certain "Order" of July 19, 2007, denying Defendants' Motion for Re-Hearing and Motion

CLERK OF THE COURT  
AUG 16 2007

RECEIVED  
AUG 20 2007

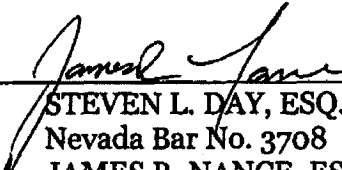
W:\Master\635407\AmendNotcOfAppeal.wpd  
CLERK OF SUPREME COURT  
DEPUTY CLERK

07-18409 WFZ1151

1 to Amend or Alter Judgment Pursuant to NRCP 59(a) July 20, 2007, with notice of entry  
2 filed on July 23, 2007.

3 DATED this 10<sup>th</sup> day of August, 2007.

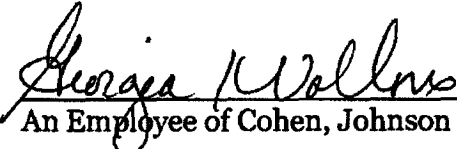
4 COHEN, JOHNSON & DAY

5  
6 By   
7 STEVEN L. DAY, ESQ.  
8 Nevada Bar No. 3708  
9 JAMES R. NANCE, ESQ.  
10 Nevada Bar No. 9878  
11 1060 Wigwam Parkway  
12 Henderson, NV 89074  
13 Attorneys for Defendants

14 **CERTIFICATE OF MAILING**

15 I HEREBY CERTIFY that on the 10<sup>th</sup> day of August, 2007, I served a copy of the  
16 foregoing AMENDED NOTICE OF APPEAL, by causing a copy of the same to be deposited  
17 in the United States mail, postage prepaid, addressed as follows:

18 John Peter Lee, Esq.  
19 JOHN PETER LEE, LTD.  
20 830 Las Vegas Blvd. South  
21 Las Vegas, NV 89101  
22 Attorneys for Plaintiff/Counterdefendant

23   
24 An Employee of Cohen, Johnson & Day

DATE: 08/16/07  
CASE NO. 05-A-511131-C

I N D E X

TIME 5:05 PM  
JUDGE:Gonzalez, Elizabeth

Jazi, Gholamreza Z [E] vs Koroghli, Ray [E]

0001 P1 Gholamreza Z Jazi 001768 Lee, John P.  
NO. 1 John Peter Lee, Ltd  
830 Las Vegas Blvd. S.  
Las Vegas, NV 89101

0002 D1 Ray Koroghli 003708 Day, Steven L.  
NO. 1 Cohen Johnson & Day  
1060 Wigwam Parkway  
Henderson, NV 89074

0003 D Fariborz F Sadri 003708 Day, Steven L.  
NO. 1 Cohen Johnson & Day  
1060 Wigwam Parkway  
Henderson, NV 89074

0004 D Star Living Trust 003708 Day, Steven L.  
NO. 1 Cohen Johnson & Day  
1060 Wigwam Parkway  
Henderson, NV 89074

0005 D Wendover Project LLC 003708 Day, Steven L.  
NO. 1 Cohen Johnson & Day  
1060 Wigwam Parkway  
Henderson, NV 89074

0006 D Big Spring Ranch LLC 003708 Day, Steven L.  
NO. 1 Cohen Johnson & Day  
1060 Wigwam Parkway  
Henderson, NV 89074

0007 D Nevada Land And Water Resources LLC 003708 Day, Steven L.  
NO. 1 Cohen Johnson & Day  
1060 Wigwam Parkway  
Henderson, NV 89074

0008 CO Wendover Project LLC 001335 Netzorg, John M.  
NO. 1 Netzorg & Caschette  
2810 W Charleston Blvd #81  
Las Vegas, NV 89102-1910

0009 DC Gholamrez Z Jazi ?????? ## UNKNOWN ##

NO.	FILED/REC	CODE	REASON/DESCRIPTION	FOR	OC	SCH/PER	C
0001	10/05/05		COMP/COMPLAINT FILED Fee \$148.00	0001			
0002	10/05/05		CONS/CONSENT TO SERVICE BY ELECTONIC MEANS	AL		10/05/05	
0003	10/05/05		IAFD/INITIAL APPEARANCE FEE DISCLOSURE	0001			
0004	10/12/05		SUMM/SUMMONS	0003	SV	10/06/05	
0005	10/12/05		SUMM/SUMMONS	0004	SV	10/06/05	
0006	10/14/05		LISP/NOTICE OF LIS PENDENS	AL			
0007	10/14/05		LISP/NOTICE OF LIS PENDENS	AL		10/14/05	

(Continued to page 2)

WFZ1153

NO.	FILED/REC	CODE	REASON/DESCRIPTION	FOR	OC	SCH/PER	C
0008	10/14/05	ERR	/ERRATA TO COMPLAINT	0001			
0009	10/21/05	MOT	/PLTF'S MTN TO DISMISS COMPLAINT OR COMPEL ARBITRATION /01	AL	MR	11/28/05	
0010	10/26/05	ROC	/RECEIPT OF COPY	0001		10/21/05	
0011	10/31/05	REQT	/PLAINTIFFS RULE 56 (F) MOTION TO CONTINUE SUMMARY JUDGMENT	AL		11/28/05	
0012	10/31/05	REQT	/MOTION TO DISQUALIFY ATTORNEY FOR DEFENDANTS	AL		11/28/05	
0013	11/08/05	COMP	/FIRST AMENDED COMPLAINT	0001			
0014	11/16/05	LISP	/NOTICE OF LIS PENDENS	0001			
0015	11/23/05	RPLY	/REPLY TO OPPOSITION TO MOTION TO DISMISS	0001		11/23/05	
0016	11/23/05	OPPS	/OPPOSITION TO MOTION TO DISQUALIFY	0001			
0017	11/28/05	STIP	/STIPULATION FOR ARBITRATION	0001			
0018	12/08/05	ANS	/DEFENDANTS' RAY KOROCHLI AND FARIBORZ SADRI'S ANSWER AND COUNTERCLAIM	0002		12/08/05	
0019	12/08/05	ANS	/DEFENDANTS' RAY KOROGHLI AND FARIBORZ SADRI'S ANSWER AND COUNTERCLAIM	0003		12/08/05	
0020	12/08/05	TRCT	/RECEIPT #217853 \$400.00	0002		12/08/05	
0021	12/08/05	IAFD	/INITIAL APPEARANCE FEE DISCLOSURE	0002			
0022	12/08/05	DEMD	/DEMAND FOR JURY TRIAL	0002			
0023	12/09/05	OBJ	/PLAINTIFFS OBJECTION TO DEMAND FOR JURY TRIAL	0001			
0024	12/27/05	RPLY	/REPLY TO COUNTERCLAIM	AL			
0025	01/30/06	LISP	/NOTICE OF LIS PENDENS	AL		01/30/06	
0026	02/02/06	ORDR	/ORDER GRANTING APPLICATION TO EXTEND TIME TO EFFECTUATE SERVICE OF PROCESS	AL		02/02/06	
0027	02/02/06	APPL	/APPLICATION TO EXTEND TIME TO EFFECTUATE SERVICE OF PROCESS	0001			
0028	02/03/06	NOTC	/NOTICE OF ENTRY OF ORDER GRANTING APPLICATION TO EXTEND TIME TO EFFECTUATE SERVICE OF PROCESS	AL		02/02/06	Y
0029	02/15/06	SERV	/ACCEPTANCE OF SERVICE	0005	SV	02/15/06	
0030	02/15/06	SERV	/ACCEPTANCE OF SERVICE	0006	SV	02/15/06	
0031	02/15/06	SERV	/ACCEPTANCE OF SERVICE	0007	SV	02/15/06	
0032	02/15/06	NOTC	/NOTICE OF TAKING THE DEPOSITION OF DEFENDANT COUNTERCLAIMANT RAY KOROGHLI	AL	SH	03/06/06	
0033	02/15/06	NOTC	/NOTICE OF TAKING DEPOSITION OF DEFENDANT COUNTERCLAIMANT FARIBORZ FRED SADRI	AL	SH	03/03/06	Y
0034	02/24/06	NOTC	/RENOTICE OF TAKING DEPOSITION OF PLAINTIFF DUCES TECUM	AL	SH	03/06/06	
0035	02/24/06	NOTC	/NOTICE OF TAKING DEPOSITION OF PLAINTIFF DUCES TECUM	AL	SH	03/02/06	
0036	02/28/06	NOTC	/NOTICE OF TAKING THE DEPOSITION OF CRAIG K PERRY ESQ	AL	SH	03/20/06	
0037	03/03/06	SUBP	/SUBPOENA	0001	SH	03/20/06	
0038	03/14/06	APPR	/APPEARANCE	0001	SV	03/01/06	
0039	03/14/06	APPR	/APPEARANCE	0005			
0040	03/14/06	APPR	/APPEARANCE	0006			
0041	03/14/06	MOT	/DEFT'S MTN TO DISMISS COMPLAINT /02	0007			
			(Continued to page 3)	AL	OC	04/17/06	

NO.	FILED/REC CODE	REASON/DESCRIPTION	FOR	OC	SCH/PER	C
0042	03/14/06	IAFD/INITIAL APPEARANCE FEE DISCLOSURE	0005			
0043	03/16/06	NOTC/NOTICE OF TAKING THE DEPOSITION OF RON LANGLEY	AL	SH	03/31/06	
0044	03/16/06	NOTC/NOTICE OF TAKING THE DEPOSITION OF JOHN R HART	AL	SH	03/31/06	
0045	03/16/06	NOTC/NOTICE OF TAKING THE DEPOSITION OF MATTHEW SWAN CPA	AL	SH	03/30/06	
0046	03/16/06	APPL/APPLICATION FOR ISSUANCE OF COMMISSION TO TAKE DEPOSITION OF RON LANGLEY	0001	SH	03/31/06	Y
		OUT OF STATE	0001			
0047	03/16/06	APPL/APPLICATION FOR ISSUANCE OF COMMISSION TO TAKE DEPOSITION OF JOHN R HART OUT OF STATE	0001			Y
0048	03/23/06	SUBP/SUBPOENA	0001	SH	03/30/06	
			0001	SV	03/21/06	
0049	03/24/06	CERT/CERTIFICATION OF SERVICE VIA FACSIMILE	0001	SH	04/17/06	
0050	03/24/06	NOTC/NOTICE CONTINUING THE DEPOSITIONS OF JOHN R HART AND RON LANGLEY	AL	SH	03/31/06	
0051	03/27/06	OPPS/PLAINTIFFS OPPOSITION TO MOTION TO DISMISS	0002	SH	04/17/06	
			0002			
0052	03/28/06	NOTC/RENOTICE OF TAKING THE DEPOSITION OF MATTHEW SWAN CPA	AL	SH	04/06/06	
0053	04/06/06	NOTC/NOTICE CONTINUING THE DEPOSITION OF MATTHEW SWAN CPA	AL	SH	04/06/06	
0054	04/11/06	RSPN/RESPONSE TO REPLY TO OPPOSITION TO MOTION TO DISMISS	0001			
			0001			
0055	04/13/06	RPLY/REPLY TO OPPOSITION TO MOTION TO DISMISS	0002			
			0002			
0056	04/25/06	NOTC/RENOTICE OF TAKING THE DEPOSITION OF MATTHEW SWAN CPA	AL	SH	05/01/06	
			AL			
0057	04/27/06	NOTC/NOTICE OF INTENT TO TAKE DEFAULT	*D			
0058	04/28/06	NOTC/NOTICE OF TAKING DEPOSITIONS		SH	05/12/06	
0059	04/28/06	SUBP/SUBPOENA	0001	SH	05/01/06	
			0001	SV	04/26/06	
0060	04/28/06	CERT/CERTIFICATION OF SERVICE			04/26/06	
0061	05/01/06	ERR /ERRATA TO NOTICE OF INTENT TOTAKE DEFAULT	AL		05/01/06	
			AL			
0062	05/08/06	ANS /ANSWER OF WENDOVER PROJECT LLC BIG SPRING RANCH LLC AND NEVADA LAND AND WATER RESOURCES LLC TO PLAINTIFFS COMPLAINT	0005			Y
			0005			
0063	05/08/06	ANS /ANSWER OF WENDOVER PROJECT LLC BIG SPRING RANCH LLC AND NEVADA LAND AND WATER RESOURCES LLC TO PLAINTIFFS COMPLAINT	0006			Y
			0006			
0064	05/08/06	ANS /ANSWER OF WENDOVER PROJECT LLC BIG SPRING RANCH LLC AND NEVADA LAND AND WATER RESOURCES LLC TO PLAINTIFFS COMPLAINT	0007			Y
			0007			
0065	05/08/06	NOTC/NOTICE OF CONTINUATION OF DEPOSITIONS	AL	SH	05/12/06	
0066	05/08/06	SUBP/SUBPOENA DUCES TECUM	*D	SH	05/12/06	
			*D	SV	04/27/06	
0067	05/09/06	ANS /REPLY TO COUNTERCLAIM	0009		05/09/06	
0068	05/16/06	NOTC/NOTICE OF TAKING DEPOSITIONS	AL	SH	06/01/06	
0069	05/16/06	APPL/APPLICATION FOR ISSUANCE OF COMMISSION TO TAKE OUT OF STATE DEPOSITION OF	MP			Y
			MP			

(Continued to page 4)

WFZ1155

NO.	FILED/REC CODE	REASON/DESCRIPTION	FOR	OC	SCH/PER	C
ELI ABRISHAMI						
0070	05/16/06	APPL/APPLICATION FOR ISSUANCE OF COMMISSION TO TAKE OUT OF STATE DEPOSITION OF	MP MP			Y
MAXIM C W WEBB						
0071	05/16/06	NOTC/NOTICE OF TAKING DEPOSITIONS	AL	SH	06/08/06	
0072	05/19/06	CERT/CERTIFICATION OF SERVICE			05/16/06	
0073	05/30/06	SUBP/SUBPOENA DUCES TECUM	0002	SH	06/01/06	
			0002	SV	05/18/06	
0074	05/30/06	NOTC/RE-NOTICE OF TAKING DEPOSITIONS	AL	SH	06/01/06	
0075	05/30/06	NOTC/NOTICE OF TAKING DEPOSITION	AL	SH	06/23/06	
0076	05/30/06	SUBP/SUBPOENA DUCES TECUM	0002	SH	06/01/06	
			0002	SV	05/18/06	
0077	05/30/06	APPL/APPLICATION FOR ISSUANCE OF COMMISSION TO TAKE OUT OF STATE DEPOSITION OF	0002 0002			Y
EZRI NAMVAR						
0078	05/30/06	NOTC/NOTICE OF TAKING DEPOSITION	AL	SH	06/13/06	
0079	06/05/06	NOTC/NOTICE OF TAKING THE DEPOSITION OF MARK CUTCHEN	AL AL	SH	06/21/06	
0080	06/07/06	SUBP/SUBPOENA DUCES TECUM-DON PATTALOCK			06/01/06	
0081	06/07/06	CERT/CERTIFICATE OF SERVICE	0001		05/31/06	
0082	06/07/06	SUBP/SUBPOENA DUCES TECUM	0002	SH	06/13/06	
			0002	SV	05/26/06	
0083	06/07/06	PSER/PROOF OF SERVICE OF SUBPOENA DUCES TECUM ON MAXIM C W WEBB	AL AL	SV	05/24/06	
0084	06/07/06	PSER/PROOF OF SERVICE OF SUBPOENA DUCES TECUM ON ELI ABRISHAMI	AL AL	SV	05/27/06	
0085	06/08/06	SUBP/SUBPOENA DUCES TECUM-REZAI GHASSEM		SH	06/13/06	
				SV	06/01/06	
0086	06/08/06	APPL/APPLICATION FOR ISSUANCE OF COMMISSION TO TAKE OUT OF STATE DEPOSITION OF JOHN	AL AL			Y
HART						
0087	06/08/06	NOTC/NOTICE OF TAKING DEPOSITION	AL	SH	06/22/06	
0088	06/08/06	NOTC/RENOTICE OF TAKING DEPOSITION OF ELI ABRISHAMI	AL AL	SH	06/23/06	
0089	06/22/06	DOW /DESIGNATION OF EXPERT WITNESS	*D			
0090	06/22/06	CRTF/CERTIFICATE OF SERVICE	0009		06/13/06	
0091	06/22/06	NOTC/NOTICE OF TAKING DEPOSITION OF THOMAS CLIMO PH D	AL AL	SH	06/29/06	
0092	06/22/06	SUBP/SUBPOENA DUCES TECUM	*D	SH	06/22/06	
			*D	SV	06/09/06	
0093	06/22/06	SUBP/SUBPOENA FOR DEPOSITION	0002	SH	06/23/06	
			0002	SV	06/06/06	
0094	06/22/06	NOTC/NOTICE OF INTENT TO TAKE DEFAULT	AL		06/22/06	
0095	07/03/06	SUBP/SUBPOENA DUCES TECUM		SH	06/29/06	
0096	07/03/06	RPLY/REPLY OF WENDOVER PROJECT LLC TO PLAINTIFFS COUNTERCLAIM TO COUNTERCLAIM	AL AL			
0097	07/05/06	SCCR/PLAINTIFF COUNTERDEFENDANTS SUPPLEMENTAL TO 16.1 PRODUCTION OF DOCUMENTS	0001 0001			
0098	07/13/06	NOTC/RENOTICE OF TAKING DEPOSITION OF THOMAS CLIMO PH D	AL AL	SH	07/28/06	
0099	07/13/06	SUPP/DEFENDANTS SUPPLEMENT TO 16.1 DISCLOSURES				

(Continued to page 5)



NO.	FILED/REC CODE	REASON/DESCRIPTION	FOR	OC	SCH/PER	C
0100	07/21/06	SUBP/SUBPOENA FOR ARBITRATION	0002	SH	08/22/06	
			0002	SV	07/19/06	
0101	07/21/06	SUBP/SUBPOENA FOR ARBITRATION		SH	08/22/06	
				SV	07/19/06	
0102	07/21/06	SUBP/SUBPOENA FOR ARBITRATION	0001	SH	08/22/06	
0103	07/25/06	SUBP/SUBPOENA FOR ARBITRATION		SH	08/22/06	
				SV	07/20/06	
0104	08/08/06	SCCR/PLAINTIFF COUNTERDEFENDANTS SECOND SUPPLEMENT TO 16.1 PRODUCTION OF	AL			Y
			AL			
DOCUMENTS						
0105	09/28/06	ATLN/NOTICE OF ATTORNEY LIEN	AL		09/28/06	
0106	12/04/06	REQT/REQUEST FOR BUSINESS COURT	AL			
0107	12/05/06	ASSG/REASSIGNMENT OF JUDGE Denton TO JUDGE Gonzalez				
0108	12/13/06	MOT /PLTF/CNTRDEFT JAZI MTN FOR CONFIRMATION & ENTRY OF JGMNT ON ARBITRATION AWARD/03	AL		01/11/07	
			AL			
0109	12/13/06	ROC /RECEIPT OF COPY OF ZANDIANS MOTION FOR CONFIRMATION AND ENTRY OF JUDGMENT ON	*D		12/13/06	Y
			*D			
ARBITRATION AWARD						
0110	12/16/06	ASSG/Reassign Case From Judge Gonzalez To Judge JOHNSON				
0111	12/18/06	MOT /DEFT'S MTN TO VACATE ARBITRATION AWARD/MTN TO MODIFY OR CORRECT /04	AL		01/11/07	
			AL			
0112	12/18/06	ASSG/REASSIGNMENT OF JUDGE JOHNSON TO JUDGE Gonzalez				
0113	12/22/06	OCAL/MINUTE ORDER RE: INCORRECT CASE REASSIGNMENT	NP		12/22/06	
			NP			
0114	12/22/06	ASSG/REASSIGNMENT OF JUDGE Gonzalez TO JUDGE Denton				
0115	12/22/06	CMMT/PER MINUTES 12/22/06				
0116	12/22/06	PRMT/PEREMPTORY CHALLENGE Denton CASE REASSIGNED TO Halverson				
0117	12/22/06	ASSG/REASSIGNMENT OF JUDGE Halverson TO JUDGE Gonzalez				
0118	12/22/06	CMMT/RE-ASSIGNED TO GONZALEZ (BUS CRT CASE)				
0119	12/22/06	NDR /NOTICE OF DEPARTMENT REASSIGNMENT			12/22/06	Y
		001335001768001335001335001768FC				
		001335001335001335????????001768001335001335001768001335001335001335001335001335				
0120	12/21/06	ROC /RECEIPT OF COPY OF MOTION TO VACATE ARBITRATION AWARD OR IN THE ALTERNATIVE	0001		12/19/06	Y
			0001			
TO MODIFY OR CORRECT						
0121	12/21/06	EXPT/EX PARTE APPLICATION FOR ORDER ORDER SHORTENING TIME AND REQUEST FOR	AL			Y
			AL			
ORAL ARGUMENT						
0122	12/26/06	NOEV/NOTICE OF EXHIBIT(S) IN THE VAULT	AL		12/18/06	
0123	12/26/06	NOEV/NOTICE OF EXHIBIT(S) IN THE VAULT	AL		12/13/06	
0124	12/27/06	CERT/CERTIFICATION OF SERVICE			12/21/06	
0125	12/28/06	OPPS/OPPOSITION TO MOTION TO VACATE ARBITRATION AWARD OR IN THE	AL		01/11/07	Y
			AL			
ALTERNATIVE MOTION TO MODIFY OR CORRECT						
0126	12/29/06	NOEV/PLTF'S OPPTS TO MTN TO VACATE ARB AWARD	AL			
0127	01/05/07	OPPS/OPPOSITION TO MOTION FOR CONFIRMATION AND ENTRY OFJUDGMENT ON ARBITRATINO			01/11/07	Y

(Continued to page 6)

WFZ1157

NO.	FILED/REC CODE	REASON/DESCRIPTION	FOR	OC	SCH/PER	C
AWARD AND REPLY TO OPPOSITION TO MOTION TO VACATE						
0128	01/11/07	MOT /ALL PENDING MOTIONS (1/11/07)	AL		01/11/07	
0129	01/09/07	RPLY/REPLY TO OPPOSITION TO MOTION FOR CONFIRMATION AND ENTRY OF JUDGMENT ON	0001 0001			Y
ARBITRATION AWARD						
0130	01/16/07	TRAN/REPORTER'S TRANSCRIPT OF PROCEEDINGS	AL		01/11/07	
0131	01/19/07	NOEV/NOTICE OF EXHIBIT(S) IN THE VAULT	AL			
0132	01/19/07	ORDR/ORDER ON MOTION TO CONFIRM ARBITRATION AWARD AND MOTION TO VACATE ARBITRATION	AL AL			Y
AWARD						
0133	01/22/07	NOTC/NOTICE OF ENTRY OF ORDER ON MOTION TO CONFIRM ARBITRATION AWARD AND MOTION TO	AL AL		01/19/07	Y
VACATE ARBITRATION AWARD						
0134	03/08/07	SUPP/SUPPLEMENT TO NOTICE OF ATTORNEYS LIEN	AL			
0135	03/22/07	MOT /PLTF'S MTN FOR REFERRAL TO ARBITRATOR/07	NP	DN	04/24/07	
0136	04/05/07	OPPS/OPPOSITION TO PLTF'S MOTION FOR REFERRAL TO ARBITRATOR	0001 0001		04/24/07	
0137	03/26/07	RAR /ARBITRATOR REPORT AND RECOMMENDATION TO DISTRICT COURT	AL AL			
0138	04/16/07	RPLY/REPLY TO OPPOSITION TO PLAINTIFFS MOTION FOR REFERRAL TO ARBITRATOR	0001 0001			
0139	04/24/07	REQT/REQUEST FOR ORAL ARGUMENT ON THE PLAINTIFFS MOTION FOR REFERRAL TO	AL AL	SH	04/24/07	Y
ARBITRATOR						
0140	04/25/07	OBJ /PLTF'S OBJECTION TO DEFTS REQUEST FOR ORAL ARGUMENT ON PLTF'S MOTIN FOR	*D *D		04/25/07	Y
REFERRAL TO ARBITRATOR						
0141	05/16/07	MOT /ZANDIAN'S MTN FOR CONFIRMATION/ENTRY OF JGMNT ON ARBITRATION AWARD AND OST /08	AL AL	GR	06/05/07	
0142	05/16/07	ROC /RECEIPT OF COPY OF ZANDIANS MOTION FOR CONFIRMATION AND ENTRY OF JUDGMENT ON	*D *D		05/16/07	Y
ARBITRATION AWARD AND ORDER SHORTENING TIME						
0143	05/25/07	OPPS/OPPOSITION TO PLAINTIFFS MOTION FOR CONFIRMATION AND ENTRY OF JUDGMENT ON	0001 0001	SH	06/05/07	Y
ARBITRATION AWARD COUNTER MOTION TO VACATE ARBITRATION AWARD AS AMENDED						
0144	05/31/07	RPLY/REPLY TO OPPOSITION TO MOTION FOR CONFIRMATION AND ENTRY OF JUDGMENT	AL AL			Y
ON ARBITRATION AWARD						
0145	06/06/07	OCAL/STATUS CHECK: COMPLIANCE (VJ 07-17-07)	AL	VC	07/24/07	
0146	06/08/07	NOTC/NOTICE OF ENTRY OF JUDGMENT CONFIRMING ARBITRATION AWARD	AL AL		06/08/07	
0147	06/13/07	MOT /DEFT'S MTN TO STAY /10	AL	GR	06/21/07	
0148	06/13/07	HEAR/DEFT'S MTN FOR REHEARING/11	AL	DN	07/17/07	
0149	06/08/07	JMNT/JUDGMENT UPON ARBITRATION AWARD	0003		06/15/07	
0150	06/08/07	JMNT/JUDGMENT UPON ARBITRATION AWARD	0004		06/15/07	
0151	06/15/07	MOT /DEFT'S MTN TO AMEND JUDGMENT/12	AL	DN	07/17/07	
0152	06/18/07	ROC /RECEIPT OF COPY	0001		06/15/07	
0153	06/18/07	ROC /RECEIPT OF COPY	AL		06/15/07	
0154	06/18/07	ORDR/ORDER SHORTENING TIME	*D	SH	06/21/07	
0155	06/19/07	OPPS/OPPOSITION TO MOTION FOR HEARING	*D		06/21/07	
0156	06/19/07	OPPS/OPPOSITION TO MOTION FOR STAY	*D	SH	06/21/07	
0157	06/20/07	RPLY/REPLY TO OPPOSITION TO MOTION FOR STAY	0001 0001	SH	06/21/07	

(Continued to page 7)

WFZ1158

NO.	FILED/REC CODE	REASON/DESCRIPTION	FOR	OC	SCH/PER	C
0158	06/25/07	MOT /ALL PENDING MOTIONS (06-21-07)	AL		06/21/07	
0159	06/20/07	ERR /ERRATA TO OPPOSITION TO MOTION FOR STAY	AL			
0160	06/20/07	RPLY/REPLY TO OPPOSITION TO MOTION FOR RE- HEARING	AL	SH	06/21/07	
0161	06/21/07	CRTF/CERTIFICATION OF SERVICE OF ORDER SHORTENING TIME FOR HEARINGS	AL		06/19/07	
0162	06/25/07	OPPS/OPPOSITION TO MOTION TO AMEND OR ALTER JUDGMENT PURSUANT TO NRCP 59E OR IN THE	AL	SH	07/17/07	Y
ALTERNATIVE MOTION FOR A NEW TRIAL PURSUANT TO NRCP 59A						
0163	06/25/07	ORDR/ORDER RE DEFENDANTS MOTION FOR RE HEARING AND MOTION FOR STAY OF	AL	VC	06/21/07	Y
PROCEEDINGS						
0164	06/25/07	CHBD/CASH BOND #01365592 \$10,000.00			06/25/07	
0165	06/27/07	NOTC/NOTICE OF ENTRY OF ORDER	AL		06/25/07	
0166	07/03/07	TRAN/REPORTER'S TRANSCRIPT OF HEARING ON MOTION FOR STAY	AL		06/21/07	
0167	07/03/07	RPLY/REPLY TO OPPOSITION TO MOTION TO AMEND OR ALTER JUDGMENT PURUSANT TO NRCP	0001		07/17/07	Y
59(E) OR IN THE ALTERANTIVE MOTION FOR NEW TRIAL PURUSANT TO NRCP 59(A)						
0168	07/13/07	NOTC/NOTICE OF APPEARANCE	AL		07/13/07	
0169	07/13/07	BREF/SUPPLEMENTAL BRIEF IN SUPPORT OF DEFTS MOTION TO AMEND OR ALTER JUDGMENT			07/18/07	Y
PURSUANT TO NRCP 59(e) OR IN THE ALTERNATIVE MOTIN FOR NEW TRIAL PURSUANT NRCP 59(a)						
0170	07/17/07	MOT /ALL PENDING MOTIONS (07-17-07)	AL		07/17/07	
0171	07/17/07	OCAL/STATUS CHECK: COMPLIANCE	AL		08/23/07	
0172	07/16/07	RPLY/PLAINTIFFS REPLY TO DEFENDANTS SUPPLEMENTAL BRIEF TO MOTION TO ALTER	*D		07/16/07	Y
OR AMEND JUDGMENT AND COUNTER MOTION TO STRIKE						
0173	07/19/07	MOT /NETZORG'S MTN TO WITHDRAW AS COUNSEL /16	NP		08/21/07	
0174	07/20/07	ORDR/ORDER ON POST JUDGMENT MOTIONS	AL	HG	07/17/07	
0175	07/23/07	NOTC/NOTICE OF ENTRY OF ORDER	AL		07/20/07	
0176	07/26/07	NOAS/NOTICE OF APPEAL (SC 49924)	AL	AP	07/26/07	
0177	07/26/07	NOAS/NOTICE OF APPEAL	AL		07/26/07	
0178	07/26/07	NOAS/NOTICE OF APPEAL	AL		07/26/07	
0179	07/26/07	NOAS/NOTICE OF APPEAL	AL		07/26/07	
0180	07/26/07	NOAS/NOTICE OF APPEAL	AL		07/26/07	
0181	07/26/07	STAT/CASE APPEAL STATEMENT	*D			
0182	07/30/07	CRTF/CERTIFICATION OF SERVICE	AL		07/19/07	
0183	08/01/07	MOT /DEFT'S MTN TO STAY OF PROCEEDINGS TO ENFORCE/17	AL	GR	08/07/07	
0184	08/02/07	CERT/CERTIFICATE OF MAILING	0008		08/02/07	
0185	08/03/07	OPPS/OPPOSITION TO MOTION FOR STAY OF PROCEEDINGS TO ENFORCE JUDGMENT AND TO	*D	SH	08/07/07	Y
SET SUPERSEDEAS BOND ORDER SHORTENING TIME						
0186	08/06/07	ROC /RECEIPT OF COPY	0001		08/02/07	
0187	08/06/07	ROC /RECEIPT OF COPY OF OPPOSITION TO MOTION FOR STAY OF PROCEEDINGS TO ENFORCE	*D		08/07/07	Y
JUDGMENT AND TO SET SUPERSEDEAS BOND ORDER SHORTENING TIME						
0188	07/31/07	AMEN/AMENDED CASE APPEAL STATEMENT	AL		07/31/07	
0189	07/31/07	BOND/NON RESIDENT COST BOND NO 75-0009 - \$500.00	0001			
			0001			

(Continued to page 8)

NO.	FILED/REC	CODE	REASON/DESCRIPTION	FOR	OC	SCH/PER	C
0190	08/08/07		NOTC/FILING OF ORIGINAL COST BOND				
				*D			
0191	08/09/07		BOND/NOTICE OF FILING OF SUPERSEDEAS BOND - NO 1000755588 - \$250,000.00	0001			
				0001			
0192	08/09/07		NOAS/NOTICE OF CROSS-APPEAL (SC 49924)	0001	AP	08/09/07	
0193	08/09/07		BOND/COST BOND ON CROSS APPEAL - BOND NO NV41238 - \$250.00	0001			
				0001			
0194	08/09/07		STAT/CASE CROSS APPEAL STATEMENT	0001	AP	08/09/07	
0195	08/10/07		NOAS/NOTICE OF APPEAL	AL		08/10/07	
0196	08/13/07		TRAN/REPORTER'S TRANSCRIPT OF PROCEEDINGS DEFTS MOTION TO AMEND JUDGMENT	AL		07/17/07	Y
				AL			
			MOTION FOR REHEARING				
0197	08/13/07		ORDR/ORDER	AL	HG	08/07/07	
0198	08/14/07		NOTC/NOTICE OF FILING OF NON RESIDENT BONDS	AL		08/14/07	

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**ORIGINAL**

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CLERK OF THE COURT

1 JUDGE  
JOHN PETER LEE, LTD.  
2 JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
3 MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
4 830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
5 (702) 382-4044 Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

9 GHOLAMREZA ZANDIAN JAZI, )  
10 Plaintiff, )  
11 v. )  
12 RAY KOROGHLI, individually, FARIBORZ FRED )  
SADRI, individually, and as Trustee of the Star )  
13 Living Trust, WENDOVER PROJECT, LLC, a )  
Nevada limited liability company; BIG SPRING )  
14 RANCH, LLC, a Nevada limited liability company, )  
and NEVADA LAND AND WATER )  
15 RESOURCES, LLC, a Nevada limited liability )  
company, )  
16 Defendants. )

CASE NO.: A511131  
DEPT. NO.: XI

**JUDGMENT CONFIRMING  
ARBITRATION AWARD**

18 RAY KOROGHLI, individually and FARIBORZ )  
FRED SADRI, individually, )  
19 Counterclaimants, )  
20 v. )  
21 GHOLAMREZA ZANDIAN JAZI, )  
22 Counterdefendant. )

DATE: 6-5-07  
TIME: 9:00 a.m.

24 WENDOVER PROJECT, LLC, )  
25 Counterclaimant, )  
26 v. )  
27 GHOLAMREZA ZANDIAN JAZI, )  
28 Counterdefendant. )

**JOHN PETER LEE, LTD.**  
ATTORNEYS AT LAW  
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LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

**RECEIVED**  
JUN 08 2007  
CLERK OF THE COURT

**JOHN PETER LEE, LTD.**  
ATTORNEYS AT LAW  
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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.

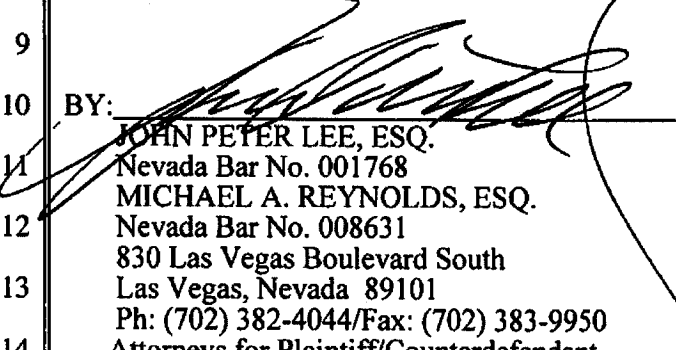
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IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this Court retains jurisdiction to implement this Judgment.

Dated this 7 day of June, 2007.

  
Honorable Elizabeth Gonzalez  
District Court Judge

SUBMITTED BY:  
JOHN PETER LEE, LTD.

BY:   
JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
MICHAEL A. REYNOLDS, ESQ.  
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RECEIVED  
SEP 22 2006  
JOHN PETER LEE, LTD.

1 ARB  
2 FLOYD A. HALE, ESQ.  
3 Nevada Bar No. 1873  
4 JAMS  
5 2300 W. Sahara, #900  
6 Las Vegas, NV 89102  
7 Ph: (702) 457-5267  
8 Fax: (702) 437-5267  
9 Arbitrator

DISTRICT COURT

CLARK COUNTY, NEVADA

10 GHOLAMREZA ZANDIAN JAZI, ) Case No. A511131  
11 ) ) Dept. No. XII  
12 Plaintiff, )  
13 vs. )  
14 RAY KOROGHLI, individually, )  
15 FABIRORZ FRED SADRI, individually, )  
16 and as Trustee-of the Star Living Trust, )  
17 WENDOVER PROJECT, LLC, a Nevada )  
18 limited liability company; BIG SPRING )  
19 RANCH, LLC, a Nevada limited liability )  
20 company, and NEVADA LAND AND )  
21 WATER RESOURCES, LLC, a Nevada )  
22 limited liability company, )  
23 Defendants. )

ARBITRATION DECISION

24 Arbitration Hearings in this matter were conducted for two full days. The parties  
25 submitted voluminous exhibits, depositions and briefs to the Arbitrator. Having reviewed the  
26 documentation submitted and having heard the testimony and representations of the parties, the  
27 following Arbitration Decision is entered:

- 28 1. The entire interest in the Pah Rah, LLC, property will be transferred to Gholamreza

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1 Zandian Jazi, free and clear of all encumbrances, including the promissory note secured by Deed  
2 of Trust issued for the benefit of Fariborz Fred Sadri; any obligation owed to Jeff Codega, related  
3 to work that was performed as to the Pah Rah real estate will be the obligation of Gholamreza  
4 Zandian Jazi;  
5

6 2. The 320 acres referenced in the briefs and this lawsuit will be transferred free and clear  
7 to Gholamreza Zandian Jazi without any obligation to the other litigants or parties to this  
8 Arbitration or to any other party who may profess to have an interest in the 320 acres that are  
9 bound by this lawsuit and Arbitration;  
10

11 3. Fariborz Fred Sadri and Ray Koroghli will, within 30 days from the service of this  
12 Arbitration Decision, pay Gholamreza Zandian Jazi \$250,000.00 in return for Gholamreza  
13 Zandian Jazi waiving any claims or any rights as to the Big Springs Ranch, LLC or any of its  
14 assets;  
15

16 4. That Gholamreza Zandian Jazi will transfer any interest in the Wendover project, LLC,  
17 including all assets and real estate to Fariborz Fred Sadri and Ray Koroghli;


18 5. All of the entities and properties that are the subject of this Arbitration and lawsuit,  
19 including Pah Rah, LLC, the owners of the 300 acres referenced above, the Big Springs Ranch,  
20 LLC, and the Wendover purchase or Wendover Project, LLC, referenced in this lawsuit and  
21 Arbitration waive any claims to reimbursement or participation in any consulting fees previously  
22 paid to Gholamreza Zandian Jazi from the seller of the real estate to those entities;  
23

24 6. That the parties, through counsel, will prepare all necessary documents to effect the  
25 transfers of the real estate assets and LLC entities and the parties to this lawsuit and Arbitration  
26 will execute all necessary documents to effect this Arbitration Order, including a mutual Release  
27 to be executed by all parties.  
28

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7. That each party pay their own fees and costs incurred herein.

DATED this 20<sup>th</sup> day of September, 2006.

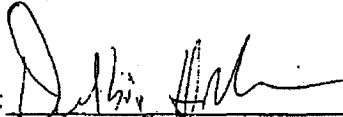
By:   
FLOYD HALE, Arbitrator  
2300 West Sahara Avenue, #900  
Las Vegas, NV 89102

CERTIFICATE OF FACSIMILE AND MAIL

I hereby certify that on the 21 day of September, 2006, I faxed and mailed a true and correct copy of the foregoing addressed to:

John Peter Lee, Esq.  
830 Las Vegas Boulevard South  
Las Vegas, NV 89101  
Attorneys for Plaintiffs  
Fax No. 383-9950

John Netzorg, Esq.  
2810 West Charleston Blvd. #H-81  
Las Vegas, NV 89102  
Attorneys for Defendants  
Fax No. 878-1255

By:   
Employee of Jams

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 7 Ph: (702) 457-5267  
 8 Fax: (702) 437-5267  
 9 Arbitrator

DISTRICT COURT

CLARK COUNTY, NEVADA

10	GHOLAMREZA ZANDIAN JAZI,	)	Case No. A511131
		)	Dept. No. XII
11	Plaintiff,	)	
		)	
12	vs.	)	
		)	
13	RAY KOROGILI, individually,	)	
14	FABIRORZ FRED SADRI, individually,	)	
	and as Trustee of the Star Living Trust,	)	
15	WENDOVER PROJECT, LLC, a Nevada	)	
16	limited liability company; BIG SPRING	)	
17	RANCH, LLC, a Nevada limited liability	)	
	company, and NEVADA LAND AND	)	
18	WATER RESOURCES, LLC, a Nevada	)	
	limited liability company,	)	
19		)	
	Defendants.	)	
20		)	

ARBITRATION DECISION

21  
 22 On October 11, 2006, the Arbitrator received the Defendant's **MOTION TO CHANGE**  
 23 **AWARD BY ARBITRATOR PURSUANT TO NRS 38.237.** The Motion requests that  
 24 Zandian Jazi: Execute documents necessary to have the property transferred as required by the  
 25 Arbitration Decision; issue guarantees that he has not made transfers to third parties; assign shares  
 26 of shipyard stock; warrant and verify that he is in a position to execute documents required by the  
 27  
 28

FLOYD A. HALE  
 SPECIAL COUNSEL  
 2300 W. SAHARA, SUITE 900  
 LAS VEGAS, NV 89102  
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1 Arbitration Decision and verify other factual issues that were the subject of the Arbitration  
2 Agreement.

3  
4 The Motion goes well beyond the Arbitration Decision asking to reopen evidentiary  
5 matters which are unnecessary at this time. Furthermore, paragraph 6 of the Arbitration Decision  
6 indicates as follows:

7  
8 6. That the parties, through counsel, will prepare all necessary  
9 documents to effect the transfers of the real estate assets and LLC  
10 entities and the parties to this lawsuit and Arbitration will execute all  
11 necessary documents to effect this Arbitration Order, including a  
12 mutual Release to be executed by all parties.

11 The Defendant's MOTION TO CHANGE AWARD BY ARBITRATOR PURSUANT  
12 TO NRS 38.237 is denied.

13 DATED this 11<sup>th</sup> day of October, 2006.

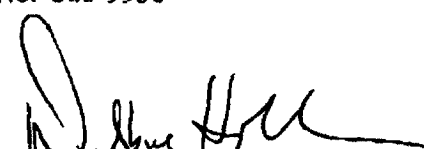
14  
15 By:   
16 FLOYD A. HALE  
17 2300 W. Sahara, #900  
18 Las Vegas, NV 89102  
19 Arbitrator

20 CERTIFICATE OF FACSIMILE

21 I hereby certify that on the 11<sup>th</sup> day of October, 2006, I faxed and mailed a true and  
22 correct copy of the foregoing addressed to:

23 John Peter Lec, Esq.  
24 830 Las Vegas Boulevard South  
25 Las Vegas, NV 89101  
26 Attorneys for Plaintiff's  
27 Fax No. 383-9950

John Netzorg, Esq.  
2810 West Charleston Blvd. #H-81  
Las Vegas, NV 89102  
Attorneys for Defendants  
Fax No. 878-1255

26  
27 By:   
28 Employee of Jams

FLOYD A. HALE  
SPEC. MASTER  
2300 W. SAHARA, SUITE 900  
LAS VEGAS, NV 89102  
PHONE (702) 467-6267 EMAIL fahale@floydahale.com



JOHN PETER LEE, LTD.  
ATTORNEYS AT LAW  
830 LAS VEGAS BLVD. SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9921

1 AWD  
2 JOHN PETER LEE, LTD.  
3 JOHN PETER LEE, ESQ.  
4 Nevada Bar No. 001768  
5 MICHAEL A. REYNOLDS, ESQ.  
6 Nevada Bar No. 008631  
7 830 Las Vegas Boulevard South  
8 Las Vegas, Nevada 89101  
9 (702) 382-4044 Fax: (702) 383-9950  
10 Attorneys for Plaintiff/Counterdefendant  
11 GHOLAMREZA ZANDIAN JAZI

RECEIVED  
NOV 30 2006  
JOHN PETER LEE, LTD.

DISTRICT COURT  
CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDIAN JAZI,  
10 Plaintiff,  
11 v.  
12 RAY KOROGHLI, individually, FARIBORZ, FRED  
13 SADRI, individually, and as Trustee of the Star  
14 Living Trust, WENDOVER PROJECT, LLC, a  
15 Nevada limited liability company; BIG SPRING  
16 RANCH, LLC, a Nevada limited liability company,  
17 and NEVADA LAND AND WATER  
18 RESOURCES, LLC, a Nevada limited liability  
19 company,  
20 Defendants.

CASE NO.: A511131  
DEPT. NO.: XIII

BEFORE ARBITRATOR  
FLOYD A. HALE

IMPLEMENTATION AWARD

18 RAY KOROGHLI, individually and FARIBORZ  
19 FRED SADRI, individually,  
20 Counterclaimants,  
21 v.  
22 GHOLAMREZA ZANDIAN JAZI,  
23 Counterdefendant.  
24 WENDOVER PROJECT, LLC,  
25 Counterclaimant,  
26 v.  
27 GHOLAMREZA ZANDIAN JAZI,  
28 Counterdefendant.



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1 GHOLAMREZA ZANDIAN JAZI,  
2 Counterclaimant,  
3 v.  
4 WENDOVER PROJECT, LLC,  
5 Counterdefendant.

6 1334.022860-sy

7 **IMPLEMENTATION AWARD**

8 On September 20, 2006, an Arbitration Decision was issued in this dispute. Plaintiff  
9 GHOLAMREZA ZANDIAN JAZI filed his Motion to Enforce Arbitration Decision on September  
10 25, 2006. On October 24, 2006, Plaintiff filed his Motion to Implement Arbitration Award. On  
11 October 26, 2006, Plaintiff filed his Amendment to Motion to Implement Arbitration Award and  
12 Request for Expedited Hearing. On October 31, 2006, Defendants Sadri and Koroghli filed their  
13 Opposition to Motion to Implement Arbitration Award. Plaintiff filed his Reply Re: Motion to  
14 Implement Arbitration Award on November 2, 2006.

15 After considering the papers filed by both parties including draft transfer documents;  
16 THE FOLLOWING IMPLEMENTATION AWARD IS ENTERED:

- 17 1. Defendants shall pay to John Peter Lee, Ltd., the sum of \$250,000 within five (5)  
18 days.
- 19 2. Defendants are to execute and deliver to Plaintiff's Counsel within ten days of this  
20 Award a Quitclaim Deed of the 320 acre parcel provided as Exhibit "1" by Plaintiff  
21 on the 2nd day of November, 2006.
- 22 3. Defendants are to execute and deliver to Plaintiff's counsel within ten days of this  
23 Award the Grant, Bargain and Sale Deed of the 320 acre parcel provided by Plaintiff  
24 as Exhibit "2" on the 2<sup>nd</sup> of November, 2006.
- 25 4. Defendants are to execute and deliver to Plaintiff's counsel within ten days of this  
26 Award the Quitclaim Deed of the 320 acre parcel provided by Plaintiff as Exhibit "3"  
27 on November 2, 2006.
- 28 5. Defendants are to execute and deliver to Plaintiff's counsel within ten days of this

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- 1 Award the Grant, Bargain and Sale Deed of the Pah-Rah parcel provided by Plaintiff
- 2 as Exhibit "4" on November 2, 2006.
- 3 6. Mr. Sadri is to execute and deliver to Plaintiff's counsel within ten days of this
- 4 Award the Request for Full Reconveyance concerning the \$333,000 Note provided
- 5 by Plaintiff as Exhibit "5" on November 2, 2006.
- 6 7. Mr. Zandian is to execute and deliver to Defendants' counsel within ten days of this
- 7 Award the Quitclaim Deed of the Wendover parcel provided by Plaintiff as Exhibit
- 8 "6" on November 2, 2006.
- 9 8. Mr. Zandian is to execute and deliver to Defendants' counsel within ten days of this
- 10 Award the Assignment of Interest in Wendover Project, LLC, provided by Plaintiff
- 11 as Exhibit "7" on November 2, 2006.
- 12 9. Mr. Zandian is to execute and deliver to Defendants' counsel within ten days of this
- 13 Award the Quitclaim Deed of the Big Spring Ranch parcel provided by Plaintiff as
- 14 Exhibit "8" on November 2, 2006.
- 15 10. Mr. Zandian is to execute and deliver to Defendant's counsel within ten days of this
- 16 Award the Assignment of Interest in Big Spring Ranch, LLC., provided by Plaintiff
- 17 as Exhibit "9" on November 2, 2006.
- 18 11. Mr. Zandian is to execute and deliver to Defendants' counsel within ten days of this
- 19 Award the Assignment of Interest in Nevada Land and Water Resources, LLC.,
- 20 provided by Plaintiff as Exhibit "10" on November 11, 2006.
- 21 12. Mr. Zandian is to record and deliver to Defendants' counsel within ten days of this
- 22 Award the four (4) Releases of Lis Pendens provided by Plaintiff as Exhibit "11" on
- 23 November 2, 2006.
- 24 13. Mr. Zandian is to execute, file and deliver to Defendants' counsel within ten days of
- 25 this Award the Certificate of Resignation concerning Wendover Project, LLC.,
- 26 provided by Plaintiff as Exhibit "12" on November 2, 2006.
- 27 14. Mr. Zandian is to execute, file and deliver to Defendants' counsel within ten days
- 28 of this Award the Certificate of Resignation concerning Nevada Land and Water

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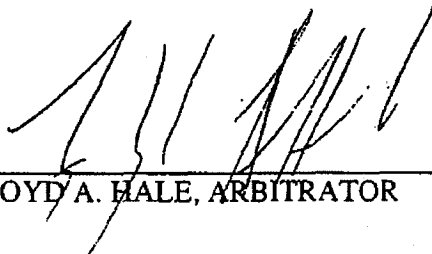
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Resources, LLC, provided as Exhibit "13" on November 2, 2006.

15. Mr. Zandian is to execute, file and deliver to Defendants' counsel within ten days of this Award the Certificate of Resignation concerning Big Spring Ranch, LLC., provided by Plaintiff as Exhibit "14" on November 2, 2006.

16. All parties are to sign the Mutual Release of Claims provided by Plaintiff as Exhibit "16" on November 2, 2006, and deliver a Counterpart to the other party's counsel within ten (10) from this Award.

Dated this 29<sup>th</sup> day of November, 2006.

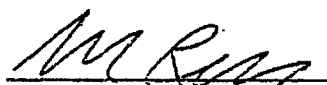


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FLOYD A. HALE, ARBITRATOR

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

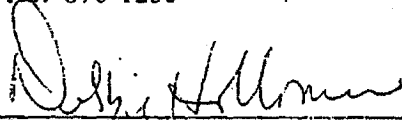
CERTIFICATE OF FACSIMILE AND MAILING

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



T



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	Finished Bsmt	
	LAS VEGAS NV 89180-1624			Full Baths	0	Unfin Bsmt	
Owner 2				Half Baths	0	Bsmt Type	
Owner 3				Fixtures	0	Gar Conv Sq Foot	
Rec Doc No	02957442	Rec Date	11/21/2003	Fireplaces	0	Total Gar Area	
Prior Owner	GRAHAM,EARL L & JONI			Heat Type	Gar Type		
Prior Doc	02623847 11/30/2001			Sec Heat Type	Det Garage		
Legal Desc	34-1-1-2			Ext Walls	Bsmt Gar Door		
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	
	Section 34	Township 21	Range 21	Obso/Bldg Adj	0	Units/Parcel	
	Tax Dist	4400	Add'l Tax Info	Construction Mod	0	Last Permit	
			Prior APN	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			Sales/Transfer Information/Recorded Document				
	2005/2006 FV	2006/2007 FV	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	LANDON,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



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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APN: 076-100-19

WHEN RECORDED, RETURN TO

JOHN PETER LEE, LTD.  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101

GRANTEE/MAIL TAX STATEMENTS TO:

JOHN PETER LEE, LTD.  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101

320 acre parcel

**GRANT, BARGAIN AND SALE DEED**

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between Big Spring Ranch, LLC, as Grantor, and Gholamreza Zandian Jazi, as Grantee:

**WITNESSETH**

That Grantor, in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States, and good and valuable consideration, paid to Grantor by Grantee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain and sell to Grantee and to Grantee's successors and assigns, all those certain lots, pieces, or parcels of land situated in the County of Washoe, State of Nevada, and more particularly described as follows:

Set forth in Exhibit A attached and incorporated herein by this reference

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof.

SUBJECT TO rights, reservations and restrictions of record.

TO HAVE AND TO HOLD all and singular the premises, together with the appurtenances, unto Grantee and to Grantee's successors and assigns forever.

IN WITNESS WHEREOF, Grantor have executed this conveyance the day and year first above written.

BIG SPRING RANCH, LLC

BY: \_\_\_\_\_  
RAY KOROGHLI, Member/Manager

BY: \_\_\_\_\_  
FARIBORZ FRED SADRI, Member/Manager

STATE OF NEVADA        )  
                                  ) SS.:  
COUNTY OF CLARK     )

On \_\_\_\_\_, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Ray Koroghli, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEVADA        )  
                                  ) SS.:  
COUNTY OF CLARK     )

On \_\_\_\_\_, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Fariborz Fred Sadri, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

County Home => Assessor's Office => Property Assessment Data => Parcel QuickInfo

WASHOE COUNTY QUICK INFO (Summary data may not be complete representation of property)										10/18/2006		
<b>Owner Information &amp; Legal Description</b>					<b>Building Information</b>							
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		
Mail Address P O BOX 81624					Bedrooms		0					
LAS VEGAS NV 89180-1624					Full Baths		0			Finished Bsmt		0
Owner 2					Half Baths		0			Unfin Bsmt		0
Owner 3					Fixtures		0			Bsmt Type		
Rec Doc No 02957442 Rec Date 11/21/2003					Fireplaces		0			Gar Conv Sq Foot		0
Prior Owner GRAHAM,EARL L & JONI					Heat Type					Total Gar Area		0
Prior Doc 02623847 11/30/2001					Sec Heat Type					Gar Type		
Legal Desc 34-1-1-2					Ext Walls					Det Garage		0
Subdivision 34-1-1-2					Sec Ext Walls					Bsmt Gar Door		0
Lot Block Sub Map#			Record of Survey Map Parcel Map#		Roof Cover					Sub Floor		
Section 34 Township 21 Range 21			SPC		%Incomplete		0			Frame		
Tax Dist 4400 Add'l Tax Info Prior APN					Obso/Bldg Adj		0			Units/Bldg		0
					Construction Mod		0			Units/Parcel		0
					Last Activity		CEM 04/08/1996			Last Permit		
<b>Land Information</b>												
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				
<b>Valuation Information</b>			<b>2005/2006 FV</b>		<b>2006/2007 FV</b>		<b>Sales/Transfer Information/Recorded Document</b>					
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												

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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99052

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APN: 076-100-19

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GRANTEE/MAIL TAX STATEMENTS TO:  
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830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101

320 acre parcel

**QUITCLAIM DEED**

By this instrument dated this \_\_\_\_ day of \_\_\_\_\_, 2006, for a valuable consideration,  
Big Spring Ranch, LLC does hereby remise, release and forever quitclaim to Gholamreza Zandian  
Jazi, the following described real property in the State of Nevada, County of Washoe:

Set forth in Exhibit A attached and incorporated  
herein by this reference

BIG SPRING RANCH, LLC

BY: \_\_\_\_\_  
RAY KOROGHLI

BY: \_\_\_\_\_  
FARIBORZ FRED SADRI

STATE OF NEVADA        )  
                                  ) SS.:  
COUNTY OF CLARK     )

On the \_\_\_\_ day of \_\_\_\_\_, 2006, before me the undersigned, a Notary Public  
in and for said County and State, personally appeared Ray Koroghli, known to me to be the person  
whose name is subscribed to the within instrument, and acknowledged to me that he executed the  
same.

\_\_\_\_\_  
NOTARY PUBLIC



STATE OF NEVADA        )  
                                  ) SS.:  
COUNTY OF CLARK        )

On the \_\_\_\_ day of \_\_\_\_\_, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Fariborz Fred Sadri, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

County Home => Assessor's Office => Property Assessment Data => Parcel QuickInfo

WASHOE COUNTY QUICK INFO (Summary data may not be complete representation of property)				10/18/2006	
<b>Owner Information &amp; Legal Description</b>			<b>Building Information</b>		
APN 076-100-19			Property Name:		
<b>Parcel Map   Map Warehouse</b>			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
Mail Address	P O BOX 81624		Bedrooms	0	
	LAS VEGAS NV 89180-1624		Full Baths	0	Finished Bsmt 0
Owner 2			Half Baths	0	Unfin Bsmt 0
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 0	
Prior Doc	02623847 11/30/2001		Sec Heat Type	Gar Type	
Legal Desc	34-1-1-2		Ext Walls	Det Garage 0	
Subdivision	34-1-1-2		Sec Ext Walls	Bsmt Gar Door 0	
	Lot	Block	Sub Map#	Roof Cover	Sub Floor
				%Incomplete	0
	Record of Survey Map	Parcel Map#		Obso/Bldg Adj	0
	Section 34	Township 21	Range 21	Construction Mod	0
			SPC	Last Activity	CEM 04/08/1996
Tax Dist	4400	Add'l Tax Info	Prior APN	Last Permit	

Land Information											
Land Use	012	Zoning	GR	Sewer	NONE	Value Year	2007	Reason	Reappraisal	Factor Dist	586R
Size	320 Ac	Water	NONE	Street	NONE			Reapp Years	2002-2007		

Valuation Information			Sales/Transfer Information/Recorded Document				
	2005/2006 FV	2006/2007 FV	Y-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

Assessed Personal Prop		0	assessment purposes only. Zoning information should be verified with the appropriate planning agency.
Total Assessed	27,406	30,421	
Supplemental New Const	0	0	
We are currently experiencing some problems with our photo and sketch database which can cause the wrong sketch or photo to display, please review any sketches and photos carefully.			
Sketch Is Not Available On-Line.		Property Photo Is Not Available On-Line.	

99052

[.: return to original page .:](#)



APN: 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



property. The term "minerals" shall include all mineral elements and compounds, including by way of example and not by limitation, all barite, copper, gold, iron, silver and other metals, whether the same are presently known to exist on the property or are subsequently discovered on the property, and regardless of the method of extraction, mining or processing of the same (whether open pit or strip mining, underground mining, surface or subsurface leaching) whether presently or subsequently employed, invented, or developed. Grantor reserves to itself the rights of egress and ingress to and from the property for any and all purposes related to the mineral estate reserved to Grantor. Grantor shall conduct all of its activities in accordance with all applicable laws, regulations, and ordinances, and shall defend, indemnify and hold Grantee from and against all actions, claims, damages and losses resulting from Grantor's exercise of the rights appurtenant to its reserved mineral estate. Grantor shall compensate Grantee for surface damages resulting from Grantor's activities related to Grantor's reserved mineral estate. If Grantee and Grantor are unable to mutually determine the damages resulting to the surface, such damages shall be determined by a mutually acceptable independent appraiser who shall determine the fair market value of the surface damaged as a result of Grantor's activities.

GRANTOR makes no representation or warranty concerning the effect of those Minerals Leases, by and between Southern Pacific Land Company, a California corporation, as lessor, and SFP Minerals Corporation, a Delaware corporation, as lessee, to the degree or the extent that the same applies and is enforceable against the property described in this Grant, Bargain and Sale Deed, if at all.

GRANTOR has executed this Grant, Bargain and Sale Deed the day and year first above written.

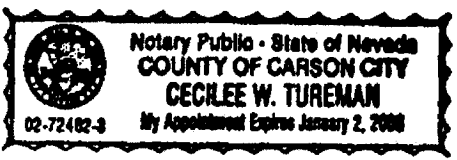
NEVADA LAND AND RESOURCE COMPANY, LLC, A  
DELAWARE LIMITED LIABILITY COMPANY

By: *Dorothy A. Timian-Palmer*  
Dorothy A. Timian-Palmer  
Chief Operating Officer

STATE OF NEVADA )  
 ) ss.  
COUNTY OF CARSON CITY )

This instrument was acknowledged before me on August 1, 2003, by Dorothy A. Timian-Palmer its Chief Operating Officer of and for Nevada Land and Resource Company, LLC, a Delaware limited liability company.

*Cecile W. Tureman*  
Notary Public



100701



**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





any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded February 22, 1991 in Book 3216, Page 526 as Document No. 1461483 of Official Records.

**PARCEL C:**

A.P.N. 079-150-13

The Northeast  $\frac{1}{4}$ ; South  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$ ; South  $\frac{1}{2}$  of Section 27, Township 21 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 09, 1990 in Book 3019, Page 756 as Document No. 1373452 of Official Records.

**PARCEL D:**

A.P.N. 084-040-02

Section 5, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such



use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded February 22, 1991 in Book 3216, Page 526 as Document No. 1461483 of Official Records.

**PARCEL E:**

A.P.N. 084-040-04

Section 3, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL F:**

A.P.N. 084-040-06

Section 1, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection



therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391,  
Page 840 as Document No. 1534872 of Official Records.

**PARCEL G:**

A.P.N. 084-040-10

The North  $\frac{1}{2}$  and the North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the  
Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the North  $\frac{1}{2}$  of the  
Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the  
Southeast  $\frac{1}{4}$ , all in Section 11, Township 20 North, Range 23 East, M.D.B.&M.

ALSO EXCEPTING THEREFROM all mines of gold, silver, copper, lead,  
cinnabar and other valuable minerals as reserved by the United States of  
America or the State of Nevada.

FURTHER EXCEPTING any of the minerals and mineral ores within or  
underlying the property, including, without limitation, oil, natural gas and  
hydrocarbon substances, geothermal steam, brines and minerals in solution, and  
sand gravel and aggregates, and products derived therefrom, together with any  
rights of ingress and egress in, upon or over the property and to make such use  
of the property and the surface thereof as is necessary or useful in connection  
therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391,  
Page 840 as Document No. 1534872 of Official Records.

**PARCEL H:**

A.P.N. 084-130-07

The Northwest  $\frac{1}{4}$  and the North  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  and Government Lot 1 in  
the Southwest  $\frac{1}{4}$  of Section 15, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar  
and other valuable minerals as reserved by the United States of America or the  
State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores  
within or underlying the property, including, without limitation, oil, natural gas  
and hydrocarbon substances, geothermal steam, brines and minerals in solution,  
and sand gravel and aggregates, and products derived therefrom, together with



2988592  
08/06/2003  
7 of 7

any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL I:**

A.P.N. 084-140-17

The Northeast  $\frac{1}{4}$  of Section 15, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.



**REQUEST FOR FULL RECONVEYANCE**

TO: Western Title Company, Inc., Trustee

The undersigned is the legal owner and holder of the Note or Notes, and of all other indebtedness secured by the attached Deed of Trust. Said Note or Notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed to cancel said note or notes above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the Deed of Trust, and to reconvey, without warranty, to Gholamreza Zandian Jazi all the estate now held by you under the same.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Fariborz Fred Sadri

STAR LIVING TRUST

BY: \_\_\_\_\_  
Fariborz Fred Sadri, Trustee

Pah Rah parcel

APN: 079-150-09,10,13 084-040-02,04,06,10 084-130-07

084-140-17

DOC # 2900594

08/08/2003 03:48P Fee:48.00

BK1

Requested By  
WESTERN TITLE COMPANY INC  
Washoe County Recorder  
Kathryn L. Burke - Recorder  
Pg 1 of 10 RPT 0.00

RECORDING REQUESTED BY:  
Western Title Company, Inc.

WHEN RECORDED MAIL TO:

Name STAR LIVING TRUST, FRED SADRI  
Street 2827 S. MONTE CRISTO  
City,State LAS VEGAS, NV 89117  
Zip  
Order No. 00025269-501-DBR - Accommodated



(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 LANDIAN, 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



each County Recorder in the State of Nevada on January 30, 1968, in the book and at the page thereof, or under the document or file number, noted below opposite the name of such county, namely: COUNTY

	BOOK	PAGE	DOC. NO.	COUNTY	BOOK	PAGE	DOC. NO.
Churchill	39	363	115384	Lincoln			45902
Clark	Mortgages 850 Off. Rec.		682747	Lyon	37 Off. Rec.	341	100661
Douglas	57 Off. Rec.	115	40050	Mineral	11 Off. Rec.	129	89073
Elko	192 Off. Rec.	652	35747	Nye	105 Off. Rec.	107	04823
Esmeralda	J-X Deeds	195	35922	Ormsby	72 Deeds	537	32867
Eureka	22 Off. Rec.	138	45941	Pershing	11 Off. Rec.	249	66107
Humboldt	28 Off. Rec.	124	131075	Storey	"S" Off. Rec.	206	31506
Lander	24 Off. Rec.	168	50782	Washoe	300 Off. Rec.	517	107192
				White Pine	295 R.E. Records	258	

shall insure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B (identical in all counties, and printed on the reverse side hereof) are by the within reference thereto, incorporated herein and made a part of Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed a reasonable amount.





The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at this address herein before set forth.

STATE OF NEVADA

COUNTY OF CLARK

} ss

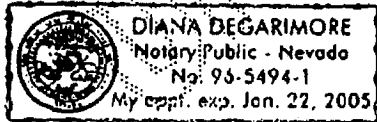
This instrument was acknowledged before me on

AUGUST 5<sup>th</sup> 2003

by REZA ZANDIAN

REZA ZANDIAN

Diana DeGarimore  
Notary Public



COPIES OF THIS INSTRUMENT



**DO NOT RECORD**

**A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES,**

- (1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property, or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
- (2) Trustor covenants to keep all buildings that may now or at any time be on said property during the continuance of this trust in good repair and insured against loss by fire, with extended coverage endorsement, in a company or companies authorized to issue such insurance in the State of Nevada, and as may be approved by Beneficiary, for such sum or sums as shall equal the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust and shall be payable to Beneficiary to the amount of the unqualified obligation to Beneficiary hereby secured, and to deliver the policy to Beneficiary, or to collection agent of Beneficiary, and in default hereof, Beneficiary may procure such insurance and/or make such repairs, and expend for either of such purposes such SLM or sums as Beneficiary shall deem proper.
- (3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
- (4) To pay at least ten days before delinquency all taxes and assessments 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 or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

- (5) To pay immediately, and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at ten percent per annum.
- (6) At Beneficiary's option, Trustor will pay a "late charge," as indicated in the Promissory Note to cover the extra expense involved in handling delinquent payments; of such "late charge" shall not be payable out of the proceeds of any sale made to satisfy, the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

**B. IT IS MUTUALLY AGREED**

- (1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
- (2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
- (3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement of any agreement subordinating the lien or charge hereof.
- (4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose, and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto".
- (5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by a agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby Secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due, and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- (6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be recorded. Beneficiary also shall deposit with Trustee this Deed of Trust, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law for the sale of real property under writ of execution, Trustee, without demand on Trustor, shall sell said property or any part thereof at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. In the event that any indebtedness secured hereby shall not have been fully satisfied by said sale, Trustee may give notice of sale of any property not previously noticed for sale in the manner set forth above and sell the same in the manner set forth above.

Trustee shall deliver to any purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee, including a reasonable fee for the attorney of Trustee, and of this trust, including cost evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at ten percent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.



- (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 here under, which instrument, executed and acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where, or document or file number under which, this Deed of Trust is recorded, and the name and address of the new Trustee. If notice of default shall have been recorded, this power of substitution cannot be exercised until after the costs, fees and expenses of the then acting Trustee shall have been paid to such Trustee, who shall endorse receipt thereof upon such instrument of substitution. The procedure herein provided for substitution of Trustee shall be exclusive of all other provisions for substitution, statutory or otherwise.
- (8) The following covenants: Nos. 1, 3, 4, (interest 10%) 5, 6, 8 and 9 of Nevada Revised Statutes 107.030, when not inconsistent with other covenants and provisions herein contained, are hereby adopted and made a part of this Deed of Trust.
- (9) The rights and remedies hereby granted shall not exclude any other rights or remedies granted by law, and all rights and remedies granted hereunder or permitted by law shall be concurrent and cumulative. A violation of any of the covenants herein expressly set forth shall have the same effect as the violation of any covenant herein adopted by reference.
- (10) It is expressly agreed that the trust created hereby is irrevocable by Trustor.
- (11) That this Deed of Trust applies to, insures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledges, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
- (12) That Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.
- (13) Trustor agrees to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provisions of the covenants herein above adopted by reference.

The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address herein before set forth.

**REQUEST FOR FULL RECONVEYANCE**

**DO NOT RECORD  
TO TRUSTEE**

The undersigned is the legal owner and holder of the note or notes, and of all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated: \_\_\_\_\_

Please mail Deed of Trust,  
Note and Reconveyance to \_\_\_\_\_

**Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.**



**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



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



2900594  
09/06/2003  
8 of 18

use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded February 22, 1991 in Book 3216, Page 526 as Document No. 1461483 of Official Records.

**PARCEL E:**

A.P.N. 084-040-04

Section 3, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL F:**

A.P.N. 084-040-06

Section 1, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection



therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL G:**

A.P.N. 084-040-10

The North  $\frac{1}{2}$  and the North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the North  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ , all in Section 11, Township 20 North, Range 23 East, M.D.B.&M.

ALSO EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL H:**

A.P.N. 084-130-07

The Northwest  $\frac{1}{4}$  and the North  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  and Government Lot 1 in the Southwest  $\frac{1}{4}$  of Section 15, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with



any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL I:**

A.P.N. 084-140-17

The Northeast  $\frac{1}{4}$  of Section 15, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.





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

5 41 02 51.2362  
FEE FILE#  
REQUEST OF

2003 DEC 30 PM 4:09

Stewart Title Co.

JERRY D. WYCKS  
ELKO COUNTY RECORDER

When recorded, return to:  
JAMES R. CAVILIA, ESQ.  
ALLISON, MacKENZIE, RUSSELL,  
PA VLAKIS, WRIGHT & FAGAN, LTD.  
402 North Division Street  
P.O. Box 646  
Carson City, NV 89702

03011167

A.P.N. Nos.: 010-510-001; 010-520-001; 010-730-001; 010-740-0BG; 010-740-110;  
010-740-111; 010-740-113; 010-740-202

GRANT, BARGAIN, AND SALE DEED

THIS INDENTURE, made this 29<sup>th</sup> day of December, 2003, by and between BIG SPRINGS LAND & RESOURCE COMPANY, LLC, a Nevada limited liability company ("BIG SPRINGS"), Grantor, and WENDOVER PROJECT, L.L.C., a Nevada limited liability company, as to an undivided 91.67% and THE STAR LIVING TRUST, Fariborz Sadri, Trustee, as to an undivided 8.33%, Grantee.

WITNESSETH:

That the Grantor, in consideration of the sum of TEN DOLLARS (\$10.00), lawful money of the United States, and other good and valuable consideration to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain and sell to the Grantee, and to its successors and assigns forever, all those certain lots, pieces or parcels of land situate, lying and being in Elko County, Nevada, and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions,

remainder and remainders, rents, issues and profits thereof, including but not limited to any right title and interest in any and all grazing rights or allotments appurtenant thereto.

TO HAVE AND TO HOLD all and singular the premises, together with the appurtenances, unto the said Grantee and to its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has executed this conveyance the day and year first above written.

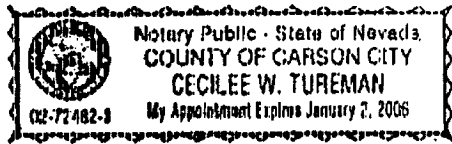
Big Springs Land & Resource Company,  
a Nevada limited liability company

By: Vidler Water Company, Inc., a  
Delaware corporation  
Its Manager

By: *Dorothy A. Timian-Palmer*  
DOROTHY A. TIMIAN-PALMER  
Chief Operating Officer/Director

STATE OF NEVADA        )  
                                  : ss.  
CARSON CITY            )

On December 29, 2003, DOROTHY A. TIMIAN-PALMER, personally appeared before me, a notary public, personally known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that she is the Chief Operating Officer and a Director of Vidler Water Company, a Delaware corporation, and who acknowledged to me that she executed the foregoing GRANT, BARGAIN AND SALE DEED on behalf of said corporation.



*Cecilee W. Tureman*  
NOTARY PUBLIC

Exhibit "A"  
Big 495 Ranch Windover Property Legal Descriptions

TWP	R1G	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	06	Lots 4, 6, 7, 10, 12, 13, SW/4 NW/4	164.02
33N	69E	01	S/2	320.00
33N	69E	12	All	640.00
33N	69E	25	All	640.00
33N	69E	35	N/2, N/2 S/2	640.00
33N	69E	36	N/2, N/2 SW/4, SE/4, SE/4 SW/4	480.00
33N	70E	08	Lots 2, 6, 9 and 11	600.00
33N	70E	15	Lots 12, 13, 15, 18, 20, 23-25, and 28-30, NE/4 SW/4, SE/4 NW/4, E/2, SE/4, SE/4 NW/4, NW/4, SE/4, SE/4 NW/4	35.00
33N	70E	17	S/2 S/2	46.23
33N	70E	19	All	160.00
33N	70E	20	Lots 2, 3, 6, 11, NW/4 NE/4, N/2 SW/4 NE/4, SE/4 SW/4 NE/4, N/2 SW/4 SW/4 NE/4, NW/4, N/2 SW/4, SW/4 SW/4	640.00
33N	70E	20	Lots 8, 9 and S/2 SW/4 SW/4 NE/4	416.60
33N	70E	21	Lot 2	73.00
33N	70E	25	Lots 3, 5, 6, NW/4 NW/4	13.21
33N	70E	29	Lot 2	73.10
33N	70E	30	Lots 2, 3, NE/4, W/2, W/2 SE/4	16.01
33N	70E	31	Lots 2, 4, 5, 6, 10, 11, NW/4, W/2 SW/4	612.56
33N	70E		Parts of 9 and 10 (Parcel 2 of recorded parcel map #485645)	372.91
33N	70E		Parts of 9 and 10 (Parcel 1 of recorded parcel map #485645)	4.20
33N	70E		Parts of 9, 10 and 16 (Parcel 4 of recorded parcel map #485645)	3.87
33N	70E			65.31

\* These parcels cover more than one section

6,457.24

3 72541

100762

WFZ1217

Exhibit "A"  
Big Springs Ranch Wendover Property Legal Descriptions

TWN	RNG	SEC	ALLOT/PT 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, 5, 7, 10, 12, 13, SW/4 NW/4	154.62
33N	69E	01	S/2	320.00
33N	69E	12	All	640.00
33N	69E	25	All	640.00
33N	69E	35	N/2, N/2 S/2	480.00
33N	69E	36	N/2, N/2 SW/4, SE/4, SE/4 SW/4	600.00
33N	70E	06	Lots 2-5, 9 and 11	35.00
33N	70E	15	Lots 12, 13, 15, 18, 20, 23-25, and 28-30, NE/4 SW/4 SE/4 NW/4, E/2 SE/4 SE/4 NW/4, NW/4 SE/4 SE/4 NW/4	46.23
33N	70E	17	S/2 S/2	160.00
33N	70E	19	All	640.00
33N	70E	20	Lots 2, 3, 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	416.61
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	73.16
33N	70E	29	Lot 2	16.01
33N	70E	30	Lots 2, 3, NE/4, W/2, W/2 SE/4	612.56
33N	70E	31	Lots 2, 4, 5, 8, 10, 11, NW/4, W/2 SW/4	372.91
33N	70E	*	Pins of 9 and 10 (Parcel 2 of recorded parcel map #485646)	4.20
33N	70E	*	Pins of 9 and 10 (Parcel 1 of recorded parcel map #485645)	3.87
33N	70E	*	Pins of 9, 10 and 16 (Parcel 4 of recorded parcel map #485646)	65.31

\* These parcels cover more than one section

5,457.24

3 72542

100763

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, 6, 7, 10, 12 and 13; SW1/4NW1/4;

TOWNSHIP 33 NORTH, RANGE 70 EAST, M.D.B.&M.

Section 8: Lots 2, 3, 4, 5, 6, 9 and 11;  
Section 9: SE1/4SE1/4; N1/2SW1/4SW1/4SE1/4; E1/2SW1/4SE1/4;  
Section 10: Lot 4;  
Section 15: Lots 12, 13, 15, 18, 20, 23, 24, 25, 26,  
28, 29 and 30; NE1/4SW1/4SE1/4NW1/4;  
E1/2SE1/4SE1/4NW1/4; NW1/4SE1/4SE1/4NW1/4;  
Section 16: N1/2NE1/4NE1/4NE1/4;  
Section 17: S1/2S1/2;  
Section 19: All;  
Section 20: Lots 2, 3, 6 and 11; NW1/4NE1/4; N1/2SW1/4NE1/4;  
SE1/4SW1/4NE1/4; N1/2SW1/4SW1/4NE1/4; NW1/4;  
N1/2SW1/4; SW1/4SW1/4;  
Section 21: Lot 2;  
Section 29: Lots 3, 5 and 8; NW1/4NW1/4;  
Section 30: Lots 2 and 3; NE1/4; W1/2; W1/2SE1/4;  
Section 31: Lots 2, 4, 5, 8, 10 and 11; NW1/4; W1/2SW1/4;

EXCEPTING FROM Sections 9, 10 and 16, Parcels 1, 2, 3 and 4 as  
shown on Parcel Map for Big Springs Land & Resource Co., filed  
in the Office of the Elko County Recorder on July 16, 2002 as  
Continued on next page

-1-

SCHEDULE A  
CLTA PRELIMINARY REPORT  
(12/92)

3 72543  
STEWART TITLE  
Guaranty Company

100764

WFZ1219

Order No. 03011167

File Number 485646.

PARCEL 2:

Parcel 1, 2 and 4 as shown on that certain Parcel Map for Big Springs Land & Resource Co. filed in the office of the County Recorder of Elko County, State of Nevada, on July 16, 2002, as File No. 485646, being a portion of Sections 9, 10 and 16, Township 33 North, Range 70 East, M.D.B.&M..

EXCEPTING FROM Parcels 1 and 2 all the oil and gas and geothermal resources in the lands so patented as reserved by the UNITED STATES OF AMERICA in Patent recorded May 26, 1999 in Book 1100, Page 615, Official Records, Elko County, Nevada.

FURTHER EXCEPTING FROM Parcels 1 and 2 those portions lying within the railroad right-of-ways.

PARCEL 3:

TOWNSHIP 33 NORTH, RANGE 70 EAST, M.D.B.&M.

Section 20: Lots 8 and 9; S1/2SW1/4SW1/4NE1/4;

Section 29: Lot 2;

EXCEPTING THEREFROM all the oil and gas and geothermal resources in the lands so patented as reserved by the UNITED STATES OF AMERICA in Patent recorded August 15, 2003 in Book 3, Page 45700, Official Records, Elko County, Nevada.





**ASSIGNMENT OF INTEREST IN WENDOVER PROJECT, LLC**

The undersigned Assignor, GHOLAMREZA ZANDIAN JAZI, currently holds an interest in WENDOVER PROJECT, LLC, a Nevada limited liability company, consisting of a membership, as well as a management right, and, in consideration of value received, GHOLAMREZA ZANDIAN JAZI herewith transfers and assigns to RAY KOROGHLI, individually, and FARIBORZ FRED SADRI, individually, and as Trustee of the Star Living Trust, all of the Assignor's right as Member or Manager in WENDOVER PROJECT, LLC, a Nevada LLC effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

The Assignor represents that the interest herewith assigned has not been transferred, assigned, encumbered, the subject of any agreement, or security interest and that he holds the full and complete rights, the subject of this Assignment. The Assignor irrevocably appoints the Assignee as the Attorney in Fact to transfer such interests on the books and records of WENDOVER PROJECT, LLC, a Nevada LLC, the Assignor agrees to separately execute a resignation as a Member and Manager of WENDOVER PROJECT, LLC, a Nevada LLC.

The undersigned executes this Assignment on the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
GHOLAMREZA ZANDIAN JAZI



APN: 009-530-001; 009-540-001; 009-550-001; 009-560-004  
009-570-011; 010-090-001; 010-090-003; 010-110-001  
010-120-001; 010-130-001; 010-320-001

WHEN RECORDED, RETURN TO

GRANTEE/MAIL TAX STATEMENTS TO:

Big Spring Ranch Parcel

**QUITCLAIM DEED**

By this instrument dated this \_\_\_\_ day of \_\_\_\_\_, 2006, for a valuable consideration, Gholamreza Zandian Jazi does hereby remise, release and forever quitclaim to Ray Koroghli, individually and Fariborz Fred Sadri, individually, and as Trustee of the Star Living Trust, the following described real property in the State of Nevada, County of Elko:

Set forth in Exhibit A attached and incorporated herein by this reference

\_\_\_\_\_  
GHOLAMREZA ZANDIAN JAZI

STATE OF NEVADA        )  
                                  ) SS.:  
COUNTY OF CLARK     )

On \_\_\_\_\_, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Gholamreza Zandian Jazi, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

512358 ✓

FEE \$52 FILE #  
PROPERTY

2003 DEC 30 PM 4:08

Stewart Title Co.

JERRY D. SYDOLUS  
ELKO CO. REGISTER

When recorded, return to:  
JAMES R. CAVILLA, ESQ.  
ALLISON, MACKENZIE, RUSSELL,  
PAVLAKIS, WRIGHT & FAGAN, LTD.  
402 North Division Street  
P.O. Box 646  
Carson City, NV 89702

A.P.N: Nos.: 009-530-001; 009-540-001; 009-550-001; 009-560-004; 009-570-011;  
010-090-001; 010-090-003; 010-110-001; 010-120-001; 010-130-001;  
010-320-001

GRANT, BARGAIN, AND SALE DEED

03012789

THIS INDENTURE, made this 29<sup>th</sup> day of December, 2003, by and  
between BIG SPRINGS LAND & RESOURCE COMPANY, LLC, a Nevada limited liability  
company ("BIG SPRINGS"), Grantor, and BIG SPRING RANCH, L.L.C., a Nevada limited  
liability company, as to an undivided 75% interest and THE STAR LIVING TRUST as to an  
undivided 25% interest, Grantee.

WITNESSETH:

That the Grantor, in consideration of the sum of TEN DOLLARS (\$10.00), lawful  
money of the United States, and other good and valuable consideration to it in hand paid by the  
Grantee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain and  
sell to the Grantee, and to its successors and assigns forever, all those certain lots, pieces or  
parcels of land situate, lying and being in Elko County, Nevada, and more particularly described  
in Exhibit "A" attached hereto and incorporated herein by reference.

3 72491

100766

WFZ1225

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, including but not limited to any right title and interest in any and all grazing rights or allotments appurtenant thereto.

TO HAVE AND TO HOLD all and singular the premises, together with the appurtenances, unto the said Grantee and to its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has executed this conveyance the day and year first above written.

Big Springs Land & Resource Company,  
a Nevada limited liability company

By: Vidler Water Company, Inc., a  
Delaware corporation  
Its Manager

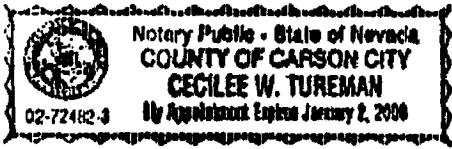
By: *Dorothy A. Timian-Palmer*  
DOROTHY A. TIMIAN-PALMER  
Chief Operating Officer/Director

STATE OF NEVADA        )  
                                  : ss.  
CARSON CITY            )

On December 29, 2003, DOROTHY A. TIMIAN-PALMER, personally appeared before me, a notary public, personally known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that she is the Chief Operating Officer and a Director of Vidler Water Company, a Delaware corporation, and who acknowledged to me that she executed the foregoing GRANT, BARGAIN AND SALE DEED on behalf of said corporation.

*Cecile W. Tureman*

NOTARY PUBLIC



3 72493

100768

# EXHIBIT A

County	APN #	Twn	Rng	Sec	Aliquot Parts	Acreage
Elko	009-530-001	34N	66E	1	All except 0.23 Ac conv to WPR Co.	640.37
Elko	009-530-001	34N	66E	11	All	640.00
Elko	010-090-001	34N	67E	5	All	638.08
Elko	010-090-001	34N	67E	7	E/2 and ptn of W/2 east of the Nevada Northern Railroad as now constructed	366.98

3 72494

100769

WFZ1228



**EXHIBIT "A"**  
**Big Springs Ranch Legal Descriptions**

County	APN #	Tw	Rng	Sec	Allot Part	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 R/W	569.77
Elko	009-550-001	36N	66E	13	All	640.00
Elko	009-550-001	36N	66E	15	All	640.00
Elko	009-550-001	36N	66E	21	E/2	320.00
Elko	009-550-001	36N	66E	22	W/2 NW/4, S/2	400.00
Elko	009-550-001	36N	66E	23	All	640.00
Elko	009-550-001	36N	66E	25	All	640.00
Elko	009-550-001	36N	66E	26	W/2 W/2	160.00
Elko	009-550-001	36N	66E	27	All	640.00
Elko	009-550-001	36N	66E	28	E/2 E/2, W/2 SE/4 less 4.50 Ac to Beaumont in SE/4 SW/4, SW/4 SE/4	235.50
Elko	009-550-001	36N	66E	33	All	640.00
Elko	009-550-001	36N	66E	34	All	640.00
Elko	009-550-001	36N	66E	35	All	640.00
Elko	009-560-004	37N	66E	25	All less 15.22 Ac St RL 30 R/W	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	Pln 200' south of the CPRR centerline	568.06
Elko	009-570-011	38N	66E	25	Pln 200' south of the CPRR centerline except 6.44 Ac in N/2 for 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	Acreage
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 1/4, E/2 NW 1/4, Lots 1 and 2 (N/2) except 4.60 Ac conv to Nevada Northern Railroad Co.	306.35
Elko	010-090-001	34N	67E	21	N/2	320.00
Elko	010-090-001	34N	67E	22	All	640.00
Elko	010-090-001	34N	67E	23	N/2	320.00
Elko	010-090-003	34N	67E	7	Ptn of the E/2 W/2 west of the NWR R/W	46.98
Elko	010-110-001	36N	67E	7	All except 12.70 Ac conv to Northern Nevada Railroad Co.	619.98
Elko	010-110-001	36N	67E	19	All except 12.05 Ac conv to Northern Nevada Railroad Co. except ptn conv to State of NV for Hwy	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 1/4, 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 I-80 R/W	614.35
Elko	010-320-001	35N	68E	17	All north of the WPRR centerline, and all south of the WPRR centerline less 6.89 Ac to I-80 R/W	521.98
<b>Total Acreage:</b>						<b>35,254.34</b>

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WFZI230

Order No.: 03012789

### LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada, County of ELKO COUNTY, described as follows:

PARCEL 1:

TOWNSHIP 34 NORTH, RANGE 67 EAST, M.D.B.&M.

Section 1: All;  
Section 3: All;  
Section 9: All;  
Section 11: All;  
Section 13: All;  
Section 15: All;  
Section 17: All;  
Section 19: Lots 1 and 2; E1/2NW1/4; NE1/4;

EXCEPTING THEREFROM all that portion of said land as conveyed to Nevada Northern Railway Company in Deed recorded February 7, 1906 in Book 28, Page 617, Deed Records, Elko County, Nevada.

Section 21: N1/2;  
Section 22: All;  
Section 23: N1/2;

EXCEPTING FROM Section 22, TOWNSHIP 34 NORTH, RANGE 67 EAST, M.D.B.&M., all the coal and other valuable minerals in the lands so granted as reserved by The United States of America in Patent recorded June 28, 1946 in Book 8, Page 413, Patent Records, Elko County, Nevada.

FURTHER EXCEPTING FROM all of Parcel 1 all right, title and interest to coal, oil, gas and other minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Russell Wilkins, et ux, et al, in Deed recorded December 10, 1946 in Book 55, Page 63, Deed Records, Elko, Nevada.

FURTHER EXCEPTING FROM Section 22, TOWNSHIP 34 NORTH, RANGE 67 EAST, M.D.B.&M., an undivided 1/2 interest in and to all gas, oil, petroleum, minerals and/or mineral rights, lying in and under said land, as reserved by Theodore E. Smith and Pearl Smith, his wife, in Deed recorded August 15, 1958 in Book 74, Page 181, Deed Records, Elko County.

PARCEL 2:

Continued on next page

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SCHEDULE A  
CLTA PRELIMINARY REPORT  
(12/92)

STEWART TITLE  
Guaranty Company

100772

WFZ1231

Order No. 03012789

TOWNSHIP 35 NORTH, RANGE 66 EAST, M.D.B.&M.

Section 1: All;  
Section 3: All;  
Section 9: All;  
Section 11: All;  
Section 13: All;  
Section 15: All;  
Section 21: All;  
Section 23: All;  
Section 25: All;  
Section 27: S1/2;  
Section 33: All;  
Section 35: All;

EXCEPTING THEREFROM Parcel 2 all petroleum, oil, natural gas, and products derived therefrom, lying in and under said land or that may be produced therefrom, as reserved by Southern Pacific Land Company in Deed recorded August 1, 1949 in Book 57, Page 126, Deed Records, Elko County, Nevada.

PARCEL 3:

TOWNSHIP 35 NORTH, RANGE 68 EAST, M.D.B.&M.

Section 7: All;

EXCEPTING THEREFROM all that portion of said land as conveyed to Western Pacific Railway Company in Deed recorded February 19, 1909 in Book 31, Page 71, Deed Records, Elko County, Nevada.

Section 17: All that portion lying northerly of a line parallel with and one hundred (100) feet northerly of the center center line of Western Pacific Railway Company's railroad known as Arnold "L-1" or "3 $\frac{1}{2}$ " 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 $\frac{1}{2}$ " line, which railroad rights of way were conveyed to Western Pacific Railway Company by Deed No. 126-F, dated November 27, 1908, and recorded February 19, 1909 in Book 31, Page 71, and Deed No. 188-F, dated June 30, 1910, and recorded September 10, 1910 in Book 32, Page 319, Deed Records, Elko County, Nevada.

Continued on next page

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WFZ1232

Order No. 03012789

EXCEPTING FROM Parcel 3 all that portion of said land as conveyed to the State of Nevada, acting by and through its Department of Highways in Deed recorded September 7, 1973 in Book 184, Page 44 and recorded June 24, 1976 in Book 230, Page 377, Official Records, Elko County, Nevada, portions of which have been relinquished by Resolution Relinquishing portion of Highway Right of Way recorded October 11, 1985 in Book 504, Page 308, Official Records, Elko County, Nevada.

FURTHER EXCEPTING FROM Parcel 3 all right, title and interest to coal, oil, gas and other minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Russell Wilkins, et ux, et al, in Deed recorded December 10, 1946 in Book 55, Page 63, Deed Records, Elko County, Nevada.

PARCEL 4:

TOWNSHIP 38 NORTH, RANGE 67 EAST, M.D.B.&M.

Section 31: All that portion lying southwesterly of a line two hundred (200) feet southwesterly and parallel with the center line of Central Pacific Railway Company's railroad as now constructed ;

EXCEPTING FROM Parcel 4 all right, title and interest to coal, oil, gas and other minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Russell Wilkins, et ux, et al, in Deed recorded December 10, 1946 in Book 55, Page 63, Deed Records, Elko County, Nevada.

PARCEL 5:

TOWNSHIP 36 NORTH, RANGE 67 EAST, M.D.B.&M.

Section 7: All;  
Section 19: All;  
Section 31: All;

EXCEPTING FROM Parcel 5 all that portion of said land as conveyed to Nevada Northern Railway Company in Deed recorded February 7, 1906 in Book 28, Page 617, Deed Records, Elko County, Nevada.

FURTHER EXCEPTING FROM Section 19 all that portion of said land as conveyed to the State of Nevada, acting by and through its  
Continued on next page

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Order No. 03012789

Department of Highways, in Deed recorded September 7, 1973 in Book 184, Page 44, Official Records, Elko County, Nevada, portions of which have been relinquished by Resolution Relinquishing Portion of Highway Right-of-Way recorded October 11, 1985 in Book 504, Page 308, Official Records, Elko County, Nevada.

FURTHER EXCEPTING FROM Parcel 5 all right, title and interest to coal, oil, gas and other minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Russell Wilkins, et ux, et al, in Deed recorded December 10, 1946 in Book 55, Page 63, Deed Records, Elko County, Nevada.

PARCEL 6:

TOWNSHIP 37 NORTH, RANGE 67 EAST, 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

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WFZ1235

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.6M.

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.6M.

Section 4: Lots 3 and 4; S1/2NW1/4; SW1/4;

EXCEPTING THEREFROM all minerals, mineral rights, gas, oil, coal and other hydrocarbons, in, under or upon said property or that may in any way be produced therefrom as reserved by W.J. Thomas and Grace L. Thomas; his wife, in Deed recorded January 23, 1959 in Book 75, Page 376, Deed Records, Elko County, Nevada.

PARCEL 11:

Continued on next page



Order No. 03012789

TOWNSHIP 35 NORTH, RANGE 66 EAST, M.D.B.&M.

Section 2: Lots 3 and 4; S1/2NW1/4; SW1/4;  
Section 10: E1/2E1/2;  
Section 14: W1/2W1/2;  
Section 22: NE1/4; SE1/4NW1/4; N1/2SE1/4; SW1/4SE1/4; SE1/4SW1/4;  
Section 27: N1/2;  
Section 28: SE1/4; SE1/4NE1/4;

EXCEPTING FROM Parcel 11 all right, title and interest to coal, oil, gas and other minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Russell Wilkins, et ux, et al, in Deed Recorded December 10, 1946 in Book 55, Page 63, Deed Records, Elko County, Nevada.

PARCEL 12:

TOWNSHIP 36 NORTH, RANGE 66 EAST, M.D.B.&M.

Section 21: E1/2;  
Section 22: W1/2NW1/4; S1/2;  
Section 26: W1/2W1/2;  
Section 27: All;  
Section 28: E1/2E1/2; W1/2SE1/4;

EXCEPTING AND RESERVING THEREFROM the following described land:

Beginning at a point from which the Southwest Corner of Section 28, TOWNSHIP 36 NORTH, RANGE 66 EAST, M.D.B.&M., bears South 84°52' West, 2,519.9 feet distant;

THENCE North 25°20' East, 486.81 feet;

THENCE South 64°40' East, 303.07 feet;

THENCE South 25°21' West, 140.51 feet;

THENCE South 64°40' East, 140.00 feet;

THENCE South 25°20' West, 346.30 feet;

THENCE North 64°40' West, 443.07 feet;

Section 33: All;  
Section 34: All;

Continued on next page

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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 E. 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 FEE REQUIRED

2003 DEC 30 PM 4:08

Stewart Title Co.  
JERRY W. PETERSON  
LAWYER

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 31<sup>st</sup> day of December, 2003, by and between NEVADA LAND AND RESOURCE COMPANY, LLC, a Delaware limited liability company ("NLRC"), Grantor, and BIG SPRING RANCH, L.L.C., a Nevada limited liability company, as to an undivided 75% interest and 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,

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remainder and remainders, rents, issues and profits thereof, including but not limited to any right title and interest in any and all grazing rights or allotments appurtenant thereto.

TO HAVE AND TO HOLD all and singular the premises, together with the appurtenances, unto the said Grantee and to its successors and assigns forever.

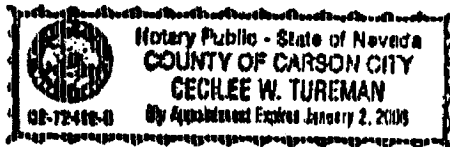
IN WITNESS WHEREOF, the Grantor has executed this conveyance the day and year first above written.

Nevada Land and Resource Company, LLC  
a Delaware limited liability company

By: *Dorothy A. Timian Palmer*  
DOROTHY A. TIMIAN-PALMER  
Chief Operating Officer/Director

STATE OF NEVADA            )  
  : ss.  
CARSON CITY                )

On December 29, 2003, DOROTHY A. TIMIAN-PALMER, personally appeared before me, a notary public, personally known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that she is the Chief Operating Officer and a Director of Nevada Land and Resource Company, a Delaware limited liability company, and who acknowledged to me that she executed the foregoing GRANT, BARGAIN AND SALE DEED on behalf of said corporation.



*Cecilee W. Tureman*  
NOTARY PUBLIC

# EXHIBIT A

County	APN #	Town	Range	Sec	Aliquot Parts	Acres
Elko	009-530-001	34N	66E	1	All except 0.23 Ac conv to WPK Co.	640.17
Elko	009-530-001	34N	66E	11	All	640.00
Elko	010-090-001	34N	67E	5	All	638.08
Elko	010-090-001	34N	67E	7	E/2 and pt of W/2 east of the Nevada Northern Railroad as now constructed	366.98

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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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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 KOROGLI, individually, and FARIBORZ FRED SADRI, individually, and as Trustee of the Star Living Trust, all of the Assignor's right as Member or Manager in BIG SPRING RANCH, a Nevada LLC effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

The Assignor represents that the interest herewith assigned has not been transferred, assigned, encumbered, the subject of any agreement, or security interest and that he holds the full and complete rights, the subject of this Assignment. The Assignor irrevocably appoints the Assignee as the Attorney in Fact to transfer such interests on the books and records of BIG SPRING RANCH, LLC, a Nevada LLC, the Assignor agrees to separately execute a resignation as a Member and Manager of BIG SPRING RANCH, LLC, a Nevada LLC.

The undersigned executes this Assignment on the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
GHOLAMREZA ZANDIAN JAZI





ASSIGNMENT OF INTEREST IN  
NEVADA LAND & WATER RESOURCES, LLC

The undersigned Assignor, GHOLAMREZA ZANDIAN JAZI, currently holds an interest in NEVADA LAND & WATER RESOURCES, LLC, a Nevada limited liability company, consisting of a membership, as well as a management right, and, in consideration of value received, GHOLAMREZA ZANDIAN JAZI herewith transfers and assigns to RAY KOROGHLI, individually, and FARIBORZ FRED SADRI, individually, and as Trustee of the Star Living Trust, all of the Assignor's right as Member or Manager in NEVADA LAND & WATER RESOURCES, LLC, a Nevada LLC effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

The Assignor represents that the interest herewith assigned has not been transferred, assigned, encumbered, the subject of any agreement, or security interest and that he holds the full and complete rights, the subject of this Assignment. The Assignor irrevocably appoints the Assignee as the Attorney in Fact to transfer such interests on the books and records of NEVADA LAND & WATER, LLC, a Nevada LLC, the Assignor agrees to separately execute a resignation as a Member and Manager of NEVADA LAND & WATER RESOURCES, LLC, a Nevada LLC.

The undersigned executes this Assignment on the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
GHOLAMREZA ZANDIAN JAZI



**JOHN PETER LEE, LTD.**  
ATTORNEYS AT LAW  
830 LAS VEGAS BOULEVARD SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

1 RELS  
JOHN PETER LEE, LTD.  
2 JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
3 MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
4 830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
5 (702) 382-4044 Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant  
6

7 **DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

9 GHOLAMREZA ZANDIAN JAZI,

10 Plaintiff,

11 v.

12 RAY KOROGHLI, individually, FARIBORZ FRED  
SADRI, individually, and as Trustee of the Star  
13 Living Trust, WENDOVER PROJECT, LLC, a  
Nevada limited liability company; BIG SPRING  
14 RANCH, LLC, a Nevada limited liability company,  
and NEVADA LAND AND WATER  
15 RESOURCES, LLC, a Nevada limited liability  
company,  
16

17 Defendants.

CASE NO.: A511131  
DEPT. NO.: XIII

**RELEASE OF LIS PENDENS**

18 RAY KOROGHLI, individually and FARIBORZ  
FRED SADRI, individually,  
19

20 Counterclaimants,

21 v.

22 GHOLAMREZ ZANDIAN JAZI,

23 Counterdefendant.

DATE: N/A  
TIME: N/A

24 WENDOVER PROJECT, LLC,

25 Counterclaimant,  
26

27 v.

28 GHOLAMREZ ZANDIAN JAZI,

Counterdefendant.

JOHN PETER LEE, LTD.  
ATTORNEYS AT LAW  
830 LAS VEGAS BOULEVARD SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

1 GHOLAMREZ ZANDIAN JAZI, )  
2 Counterclaimant, )  
3 v. )  
4 WENDOVER PROJECT, LLC, )  
5 Counterdefendant, )

6 \_\_\_\_\_  
1334.022860-JLR

7 NOTICE is hereby given that the undersigned did, on the 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  
15 BY: \_\_\_\_\_  
16 John Peter Lee, Esq.  
17 Nevada Bar No. 001768  
18 Michael A. Reynolds, Esq.  
19 Nevada Bar No. 008631  
20 830 Las Vegas Boulevard South  
21 Las Vegas, Nevada 89101  
22 Ph: (702) 382-4044/Fax: (702) 383-9950  
23 Attorneys for Plaintiffs  
24  
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26  
27  
28

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1 RELS  
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2 JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
3 MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
4 830 Las Vegas Boulevard South  
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5 (702) 382-4044 Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant  
6

7 **DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

9 GHOLAMREZA ZANDIAN JAZI, )

10 Plaintiff, )

11 v. )

12 RAY KOROGHLI, individually, FARIBORZ FRED )  
SADRI, individually, and as Trustee of the Star )  
13 Living Trust, WENDOVER PROJECT, LLC, a )  
Nevada limited liability company; BIG SPRING )  
14 RANCH, LLC, a Nevada limited liability company, )  
and NEVADA LAND AND WATER )  
15 RESOURCES, LLC, a Nevada limited liability )  
company, )

16 Defendants. )

17 \_\_\_\_\_ )  
18 RAY KOROGHLI, individually and FARIBORZ )  
FRED SADRI, individually, )

19 Counterclaimants, )

20 v. )

21 GHOLAMREZ ZANDIAN JAZI, )

22 Counterdefendant. )

23 \_\_\_\_\_ )  
24 WENDOVER PROJECT, LLC, )

25 Counterclaimant, )

26 v. )

27 GHOLAMREZ ZANDIAN JAZI, )

28 Counterdefendant. )

CASE NO.: A511131  
DEPT. NO.: XIII

**RELEASE OF LIS PENDENS**

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 Elko  
9 County Recorder as Document Number 542563 on October 25, 2005.

10 NOW THEREFORE, for valuable consideration, the undersigned does by these presents  
11 release, satisfy and discharge said Lis Pendens.

12 DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

13 JOHN PETER LEE, LTD.

14 BY: \_\_\_\_\_

15 John Peter Lee, Esq.  
16 Nevada Bar No. 001768  
17 Michael A. Reynolds, Esq.  
18 Nevada Bar No. 008631  
19 830 Las Vegas Boulevard South  
20 Las Vegas, Nevada 89101  
21 Ph: (702) 382-4044/Fax: (702) 383-9950  
22 Attorneys for Plaintiffs  
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25  
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28

**JOHN PETER LEE, LTD.**  
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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, )

CASE NO.: A511131.  
DEPT. NO.: XIII

10 Plaintiff, )

11 v. )

12 RAY KOROGHLI, individually, FARIBORZ FRED )  
SADRI, individually, and as Trustee of the Star )  
13 Living Trust, WENDOVER PROJECT, LLC, a )  
Nevada limited liability company; BIG SPRING )  
14 RANCH, LLC, a Nevada limited liability company, )  
and NEVADA LAND AND WATER )  
15 RESOURCES, LLC, a Nevada limited liability )  
company, )

**RELEASE OF LIS PENDENS**

16 Defendants. )  
17

18 RAY KOROGHLI, individually and FARIBORZ )  
FRED SADRI, individually, )

19 Counterclaimants, )

DATE: N/A  
TIME: N/A

20 v. )

21 GHOLAMREZ ZANDIAN JAZI, )

22 Counterdefendant. )  
23

24 WENDOVER PROJECT, LLC, )

25 Counterclaimant, )

26 v. )

27 GHOLAMREZ ZANDIAN JAZI, )

28 Counterdefendant. )



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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  
15 BY: \_\_\_\_\_  
16 John Peter Lee, Esq.  
17 Nevada Bar No. 001768  
18 Michael A. Reynolds, Esq.  
19 Nevada Bar No. 008631  
20 830 Las Vegas Boulevard South  
21 Las Vegas, Nevada 89101  
22 Ph: (702) 382-4044/Fax: (702) 383-9950  
23 Attorneys for Plaintiffs  
24  
25  
26  
27  
28

**JOHN PETER LEE, L/D.**  
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LAS VEGAS, NEVADA 89101  
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Telecopier (702) 383-9950

1 RELS  
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Nevada Bar No. 001768  
3 MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
4 830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
5 (702) 382-4044 Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant  
6

7 **DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

9 GHOLAMREZA ZANDIAN JAZI,  
10 Plaintiff,

CASE NO.: A511131  
DEPT. NO.: XIII

11 v.

12 RAY KOROGHLI, individually, FARIBORZ FRED  
SADRI, individually, and as Trustee of the Star  
13 Living Trust, WENDOVER PROJECT, LLC, a  
Nevada limited liability company; BIG SPRING  
14 RANCH, LLC, a Nevada limited liability company,  
and NEVADA LAND AND WATER  
15 RESOURCES, LLC, a Nevada limited liability  
company,

**RELEASE OF LIS PENDENS**

16 Defendants.  
17

18 RAY KOROGHLI, individually and FARIBORZ  
FRED SADRI, individually,

19 Counterclaimants,  
20

DATE: N/A  
TIME: N/A

21 v.

22 GHOLAMREZ ZANDIAN JAZI,  
Counterdefendant.  
23

24 WENDOVER PROJECT, LLC,

25 Counterclaimant,  
26

26 v.

27 GHOLAMREZ ZANDIAN JAZI,  
28 Counterdefendant.

JOHN PETER LEE, L.L.D.  
ATTORNEYS AT LAW  
830 LAS VEGAS BOULEVARD SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

1 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  
15 BY: \_\_\_\_\_  
16 John Peter Lee, Esq.  
17 Nevada Bar No. 001768  
18 Michael A. Reynolds, Esq.  
19 Nevada Bar No. 008631  
20 830 Las Vegas Boulevard South  
21 Las Vegas, Nevada 89101  
22 Ph: (702) 382-4044/Fax: (702) 383-9950  
23 Attorneys for Plaintiffs  
24  
25  
26  
27  
28





DEAN HELLER  
Secretary of State  
202 North Carson Street  
Carson City, Nevada 89701-4201  
(775) 684 5708  
Website: secretaryofstate.biz

**Certificate of Resignation of Officer,  
Director, Manager, Member, General  
Partner, Trustee or Subscriber**

ABOVE SPACE IS FOR OFFICE USE ONLY

**Certificate of Resignation of  
Officer, Director, Manager, Member,  
General Partner, Trustee or Subscriber**

1. The name and title(s) of person that desires to resign:

(Name) (Title(s))

2. The name and file number of the entity for which resignation is being made:

(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.*

Nevada Secretary of State Resignation of Officer 2503  
Revised on: 02/03/06





DEAN HELLER  
Secretary of State  
202 North Carson Street  
Carson City, Nevada 89701-4201  
(775) 684 5708  
Website: secretaryofstate.biz

**Certificate of Resignation of Officer,  
Director, Manager, Member, General  
Partner, Trustee or Subscriber**

ABOVE SPACE IS FOR OFFICE USE ONLY

**Certificate of Resignation of  
Officer, Director, Manager, Member,  
General Partner, Trustee or Subscriber**

1. The name and title(s) of person that desires to resign:

GHOLAMREZA ZANDIAN JAZI

(Name)

Manager

(Title(s))

2. The name and file number of the entity for which resignation is being made:

NEVADA LAND & WATER RESOURCES, L.L.C.

(Name of Entity)

(File Number)

3. Signature: \_\_\_\_\_

4. Fee: \$75.00 per form. Resignation of one person from one entity per form.

*This form must be accompanied by appropriate fees.*

Nevada Secretary of State Resignation of Officer 2003  
Revised on: 02/03/06

WFZ1259







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.*

Nevada Secretary of State Resignation of Officer 2503  
 Revised on: 02/03/06



**JOHN PETER LEE, LTD.**  
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1 RCPT  
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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,  
11 v.  
12 RAY KOROGHLI, individually, FARIBORZ FRED  
SADRI, individually, and as Trustee of the Star  
13 Living Trust, WENDOVER PROJECT, LLC, a  
Nevada limited liability company; BIG SPRING  
14 RANCH, LLC, a Nevada limited liability company,  
and NEVADA LAND AND WATER  
15 RESOURCES, LLC, a Nevada limited liability  
company,  
16 Defendants.

CASE NO.: A511131  
DEPT. NO.: XIII

**RECEIPT**

17  
18 RAY KOROGHLI, individually and FARIBORZ  
FRED SADRI, individually,  
19 Counterclaimants,  
20 v.  
21 GHOLAMREZ ZANDIAN JAZI,  
22 Counterdefendant.

DATE: N/A  
TIME: N/A

23  
24 WENDOVER PROJECT, LLC,  
25 Counterclaimant,  
26 v.  
27 GHOLAMREZ ZANDIAN JAZI,  
28 Counterdefendant.

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GHOLAMREZ ZANDIAN JAZI,  
Counterclaimant,  
v.  
WENDOVER PROJECT, LLC,  
Counterdefendant,

1334.022860-JLR

RECEIPT of \$250,000 made payable to John Peter Lee, Ltd., in compliance and in conformity with the Award of Floyd Hale, Arbitrator dated September 20, 2006 is acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

JOHN PETER LEE, LTD.

BY: \_\_\_\_\_  
John Peter Lee, Esq.  
Nevada Bar No. 001768  
Michael A. Reynolds, Esq.  
Nevada Bar No. 008631  
830 Las Vegas Boulevard South  
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Ph: (702) 382-4044/Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant

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**MUTUAL RELEASE OF CLAIMS**

This Mutual Release of Claims is made this \_\_\_\_\_ day of \_\_\_\_\_, 2006 by and between GHOLAMREZA ZANDIAN JAZI ("Zandian"), Ray Koroghli ("Koroghi"), Fariborz Fred Sadri ("Sadri"), Wendover Project, LLC ("Wendover"), Nevada Land and Water Resources, LLC ("Nevada Land") and Big Spring Ranch, LLC, ("Big Spring"). For purposes of this agreement, Zandian is hereinafter called Plaintiff and all of the individuals and LLCs are jointly called Defendants.

**RECITALS**

WHEREAS disputes have arisen by and between the Plaintiff and the Defendants resulting in litigation which was commenced in the District Court, Clark County Nevada, given Case No. A511131; and

WHEREAS the matter was thereafter referred to arbitration before Floyd A. Hale by an agreement; and

WHEREAS, in addition to the Complaint, the Defendants filed various Counterclaims against the Plaintiff in the District Court action, all of which claims were heretofore referred to Floyd A. Hale to arbitrate; and

WHEREAS the parties to this Release, Plaintiff and the Defendants, commenced the arbitration process before Floyd A. Hale, which commenced on the 22nd day of August, 2006 and ended on the 8th day of September, 2006; and

WHEREAS on the latter date an order was entered on the record concerning settlement of the claims asserted by the Plaintiff, and the counterclaims asserted by the Defendants, which will be reduced to an order entered in the arbitration proceedings; and

WHEREAS the order provides for the release of certain rights by the parties, one against the other, and the payment of sums by certain of the Defendants, all as set forth in separate instruments, and further set forth in the Arbitration Order; and

WHEREAS these parties desire to settle and resolve all issues, allegations, claims, rights, defenses and obligations and causes of action asserted, or which could have been asserted by the Plaintiff against the Defendants and the Defendants against the Plaintiff;

NOW THEREFORE in consideration of these Recitals and the mutual covenants, promises and conditions hereinafter set forth, these parties agree as follows:

1. In consideration of the mutual covenants of the parties hereto, their heirs, executors, administrators, assigns, representative trustees, beneficiaries, directors, officers, employees, agents and attorneys and assigns to enter to this Mutual Release whereby the Plaintiff releases the Defendants and the Defendants release the Plaintiff from any and all demands, claims, damages, lawsuits, causes of action, costs and expenses of whatever character, known or unknown, and whenever occurring in the past, in the present or which will accrue in the future in any way, which are directly or indirectly related to the demands, claims and causes of action alleged, or which could have been alleged by the parties in the Complaint, the Amended Complaint and the various Counterclaims, or any amendments which could have been filed in the underlying proceedings.

2. The parties recognize that the Plaintiff and that the Defendants each may have claims against the others, of which they are unaware, it is the intention of the parties entering into this Mutual Release that this instrument will terminate the claim of the Plaintiff as against the Defendants and the Defendants against the Plaintiff, and prevent them from asserting the same. To this end, the

parties, and each of them, do waive all rights and benefits conferred upon them by statute or common law of any jurisdiction which has provisions which provides generally as follows:

“a general release does not extend to claims which the creditor does know or suspect in his favor at the time of executing the Release, which, if known by him, must have materially effected his settlement with the Debtor.”

The Plaintiff indemnifies the Defendants and the Defendants indemnify the Plaintiff from any and all claims asserted against any of them as a result of, or in connection with, any action or proceeding brought directly or indirectly on behalf, in the name of anyone claiming standing through the Plaintiff or the Defendants, contrary to the provisions of the Releases as provided for in this agreement.

3. This mutual settlement agreement is a compromise of disputed claims and arises out of, connected with, and relating to the underlying action and is not to be constructed as an admission of liability on the part of any party, all of whom expressly deny liability.

4. The construction, effect and validity of this agreement is governed by the laws of the State of Nevada and shall bind and inure to the benefit of each party and constitutes the entire agreement among the parties with respect to the subject hereto and may not be amended, except in writing, executed by the party to be charged.

5. Each party agrees to do anything necessary, and to execute all instruments necessary proper to effectuate the provisions and intent of this agreement, and each party shall mark cancelled and deliver to the other all evidence of any debt or obligation owed to the other, including Notes, Deeds of Trust or promises to pay, including, but not limited to, that certain Promissory Note



executed by Zandian in favor of Fariborz Fred Sadri and the Star Living Trust for \$333,333 secured by a Deed of Trust on 4,400 acres of property in Washoe County, Nevada.

6. Each party warrants that he has the power, capacity and authority to enter into this Mutual Release.

7. The Plaintiff and the Defendants separately acknowledge that their execution of this Release is freely and voluntarily done, and that all Recitals are true and correct, and they have not assigned or transferred to any person the matters released hereunder.

8. All the terms and conditions herein are severable in the event that any terms held are considered unenforceable by any court of competent jurisdiction. This agreement shall be interpreted as if the unenforceable terms were not contained herein.

9. This mutual agreement shall not create any rights in any person who is not a party hereto.

10. This mutual settlement agreement may be signed in multiple originals, each of which is considered a counterpart of the others, and taken together shall constitute one original.

DATED the day above first written.

---

GHOLAMREZA ZANDIAN JAZI

---

RAY KOROGHLI, individually

---

FARIBORZ FRED SADRI, individually and  
as Trustee of the Star Living Trust

WENDOVER PROJECT, LLC

BY: \_\_\_\_\_

NEVADA LAND & WATER RESOURCES, LLC

BY: \_\_\_\_\_

BIG SPRING RANCH, LLC

BY: \_\_\_\_\_



1 ARB  
2 FLOYD A. HALE, ESQ.  
3 Nevada Bar No. 1873  
4 JAMS  
5 2300 W. Sahara, #900  
6 Las Vegas, NV 89102  
7 Ph: (702) 457-5267  
8 Fax: (702) 437-5267  
9 Arbitrator.

RECEIVED  
MAR 02 2007  
JOHN PETER LEE, LTD.

DISTRICT COURT  
CLARK COUNTY, NEVADA

10 GHOLAMREZA ZANDIAN JAZI, ) Case No. A511131  
11 ) Dept. No. XII  
12 Plaintiff, )  
13 vs. )  
14 RAY KOROGHLI, individually, )  
15 FABIRORZ FRED SADRI, individually, )  
16 and as Trustee of the Star Living Trust, )  
17 WENDOVER PROJECT, LLC, a Nevada )  
18 limited liability company; BIG SPRING )  
19 RANCH, LLC, a Nevada limited liability )  
20 company, and NEVADA LAND AND )  
21 WATER RESOURCES, LLC, a Nevada )  
22 limited liability company, )  
23 Defendants. )

ARBITRATOR REPORT AND RECOMMENDATION TO  
DISTRICT COURT

23 This matter was submitted to Arbitration and Arbitration Hearings were conducted for two  
24 days, as well as the submission of voluminous exhibits, depositions and briefs. During the  
25 Arbitration proceeding, the parties agreed to meet with the Arbitrator in an effort to resolve the  
26 dispute. With agreement of counsel, the parties met directly with the Arbitrator and an agreement  
27 for a final conclusion of this matter was read into the record, being recorded by a court reporter.  
28

FLOYD A. HALE  
SPECIALIST  
2300 W. SAHARA, SUITE 900  
LAS VEGAS, NEVADA 89102  
PHONE (702) 457-5267 EMAIL fhaale@floydahale.com

FLOYD A HALE  
SPECIALIST  
2300 W. SAHARA, SUITE 900  
LAS VEGAS, NEVADA 89102  
PHONE (702) 457-5267 EMAIL f. hale@floyd hale.com

1 The undersigned then issued an Arbitration Decision based upon the evidence submitted as well  
2 as the agreement of the parties.

3  
4 On January 11, 2007, counsel for the parties conducted a hearing before this Court  
5 regarding confirmation of the Arbitration Award. Counsel for the parties could not reach an  
6 agreement as to what documents needed to be signed to effect the Arbitration Decision. For that  
7 reason, the matter was referred back to the Arbitrator for further proceedings. The actual  
8 reference, contained in page 25, line 6-14 of the January 11, 2007, transcript is as follows:  
9

10 THE COURT: I'm going to resolve your problem. Its real easy. I am  
11 going to refer the matter back to Floyd Hale for further proceedings,  
12 consistent with the 9/8/06 transcript. Those will include getting the  
13 mechanism for the spouses of the parties to sign the documents, getting  
14 a mechanism for the waiver of the release of the rights of first refusal  
15 that exist, entering into the settlement agreement the parties entered  
16 into. If he is unable to reach an agreement among the parties, then I  
17 will have the final word.

18 The District Court has already indicated that wives of the principals will need to sign  
19 documents. The following report and recommendation will reference the parties to the  
20 Arbitration with the understanding that the District Court has already indicated that wives for  
21 those parties will be required to sign all necessary documents.

22 IT IS REPORTED AND RECOMMENDED to the Court that the following documents  
23 will need to be executed by the parties and their wives:

24 4,400 acres of real estate, owned by Poh Rah, LLC: The only members of the Pah Rah,  
25 LLC are the parties to this action: Zandian Jazi; Ray Koroghli and Fred Sadri. These parties will  
26 be required to sign a Grant Bargain Sale Deed to transfer the 4,400 acres of real estate to Zandian  
27 Jazi. Fred Sadri will need to execute a full reconveyance of the Deed of Trust and release the  
28 Promissory Note which was secured by the Deed of Trust as to this property. The parties will also

FLOYD A. HALE  
SPECIALIST  
2300 W. SAHARA, SUITE 900  
LAS VEGAS, NEVADA 89102  
PHONE (702) 457-5267 EMAIL fhaale@floydhaale.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           Transfer of Wendover Project, LLC Interest: Zandian Jazi has agreed to waive or transfer  
20 any interest that he has, if any, in the Wendover Project, LLC. Mr. Netzorg has argued that it is  
21 incumbent upon Mr. Zandian Jazi to obtain signatures on waivers of rights of first refusal from  
22 all members of the LLC. This was not part of the settlement agreement and the District Court  
23 should be aware that the Defendants contested that Zandian Jazi even owned rights in the  
24 Wendover Project, LLC at the time of the arbitration.  
25  
26

27           It is the Report and Recommendation of the Arbitrator that Zandian Jazi sign a transfer  
28 of all interest that he owns in the Wendover Project, LLC directly to: "Wendover Project, LLC."

FLOYD A. HALE  
SPECIAL INTEREST  
2300 W. SAHARA, SUITE 900  
LAS VEGAS, NEVADA 89102  
PHONE (702) 457-5267 EMAIL fhaale@floydahale.com

1 Zandian Jazi must also sign a waiver of any right of first refusal that he has as to that LLC.

2 The remaining managing members of the Wendover Project LLC are responsible for  
3 determining the appropriate allocation of the Zandian Jazi interest. If they believe that it is  
4 necessary to obtain waivers of rights of first refusal to make that allocation 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 Big Springs Ranch, LLC: As with the Wendover Project, LLC, Mr. Zandian Jazi will be  
13 required to execute a transfer of interest and waiver of any interest of the Big Springs Ranch,  
14 LLC, directly to: "Big Springs Ranch, LLC." He must also execute a waiver of right of first  
15 refusal that he would have under that LLC. As stated with the Wendover Project, LLC, it is the  
16 duty of the managing members of the Big Springs Ranch, LLC, to make an appropriate  
17 distribution or allocation of this interest. The remaining managing members of the Big Springs  
18 Ranch, LLC must either transfer the property as required by the operating agreement or obtain  
19 whatever waivers of rights of first refusal that are necessary to make a transfer which they believe  
20 are necessary.  
21

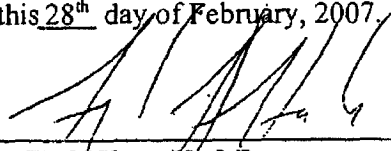
22 **CONCLUSION:**

23 Mr. Netzorg has contested the requirement that the receiving LLC entities are required to  
24 obtain waivers of rights of first refusal. Actually, waivers are not necessary if the receiving  
25 interest is transferred pursuant to the operating agreement. If the managing members want to  
26  
27  
28

1 obtain waivers of rights of first refusal to make a different distribution, they are certainly free to  
2 do so. That should not be the burden of Mr. Zandian Jazi.

3  
4 Mr. Netzorg has also asked for numerous documents regarding a purported transfer of Mr.  
5 Zandian Jazi's shipyard stock. There was absolutely no evidence that any entity related to these  
6 proceedings acknowledged receipt of that stock or issued any credit related to receipt of that  
7 stock. Although that stock was discussed during the Arbitration proceedings, there was no  
8 competent evidence regarding that stock being relevant to the Arbitration proceedings.

9  
10 RESPECTFULLY SUBMITTED this 28<sup>th</sup> day of February, 2007.

11  
12 By: 

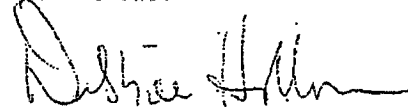
13 FLOYD A. HALE  
14 2300 W. Sahara, #900  
15 Las Vegas, NV 89102  
16 Arbitrator

17 CERTIFICATE OF FACSIMILE AND MAIL

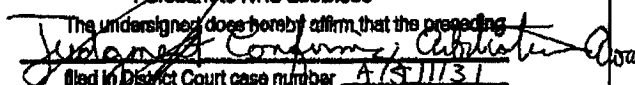
18 I hereby certify that on the 28<sup>th</sup> day of February, 2007, I faxed and mailed a true and  
19 correct copy of the foregoing addressed to:

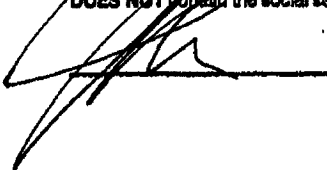
20 John Peter Lee, Esq.  
21 830 Las Vegas Boulevard South  
22 Las Vegas, NV 89101  
23 Attorneys for Plaintiffs  
24 Fax No. 383-9950

25 John Netzorg, Esq.  
26 2810 West Charleston Blvd. #H-81  
27 Las Vegas, NV 89102  
28 Attorneys for Defendants  
29 Fax No. 878-1255

30 By:   
31 Employee of Jams

32 AFFIRMATION  
33 Pursuant to NRS 239B.030

34 The undersigned does hereby affirm that the preceding  
35  James M. Conroy, Arbitrator  
36 filed in District Court case number 4:071131  
37 DOES NOT contain the social security number of any person.

38  Date 6/8/07

FLOYD A. HALE  
SPECIAL ARBITRATOR  
2300 W. SAHARA, #900, SUITE 900  
LAS VEGAS, NEVADA 89102  
PHONE (702) 457-5267 EMAIL fhale@floydahale.com



1 NOEJ  
 JOHN PETER LEE, LTD.  
 2 JOHN PETER LEE, ESQ.  
 Nevada Bar No. 001768  
 3 MICHAEL A. REYNOLDS, ESQ.  
 Nevada Bar No. 008631  
 4 830 Las Vegas Boulevard South  
 Las Vegas, Nevada 89101  
 5 (702) 382-4044 Fax: (702) 383-9950  
 Attorneys for Plaintiff/Counterdefendant  
 6

FILED

JUN 8 4 27 PM '07

*Cliff Ellis*  
CLERK OF THE COURT

DISTRICT COURT

CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDIAN JAZI, )  
 10 Plaintiff, )  
 11 v. )  
 12 RAY KOROGHLI, individually, FARIBORZ FRED )  
 SADRI, individually, and as Trustee of the Star )  
 13 Living Trust, WENDOVER PROJECT, LLC, a )  
 Nevada limited liability company; BIG SPRING )  
 14 RANCH, LLC, a Nevada limited liability company, )  
 and NEVADA LAND AND WATER )  
 15 RESOURCES, LLC, a Nevada limited liability )  
 company, )  
 16 Defendants.

CASE NO.: A511131  
DEPT. NO.: XI

NOTICE OF ENTRY OF  
JUDGMENT CONFIRMING  
ARBITRATION AWARD

18 RAY KOROGHLI, individually and FARIBORZ )  
 FRED SADRI, individually, )  
 19 Counterclaimants, )  
 20 v. )  
 21 GHOLAMREZ ZANDIAN JAZI, )  
 Counterdefendant. )

DATE: 6-5-07  
TIME: 9:00 a.m.

24 WENDOVER PROJECT, LLC, )  
 Counterclaimant, )  
 25 v. )  
 26 GHOLAMREZ ZANDIAN JAZI, )  
 27 Counterdefendant. )  
 28

JOHN PETER LEE, LTD.  
 ATTORNEYS AT LAW  
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 LAS VEGAS, NEVADA 89101  
 Telephone (702) 382-4044  
 Telecopier (702) 383-9950

CLERK OF THE COURT

JUN 8 2007

RECEIVED

**JOHN PETER LEE, LTD.**

ATTORNEYS AT LAW

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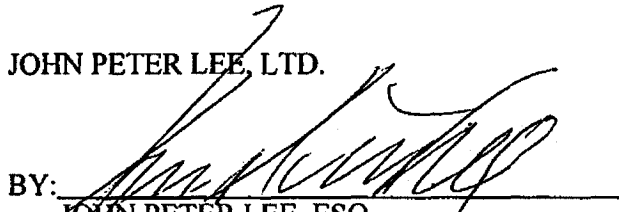
GHOLAMREZ ZANDIAN JAZI,  
Counterclaimant,  
v.  
WENDOVER PROJECT, LLC,  
Counterdefendant,

1334.022860-JLR

PLEASE TAKE NOTICE that an JUDGMENT CONFIRMING ARBITRATION was filed  
in the above matter on the 8th day of June, 2007. A copy of said JUDGMENT is attached hereto.

DATED this 8th day of June, 2007.

JOHN PETER LEE, LTD.

BY: 

JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
830 Las Vegas Boulevard South  
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Ph: (702) 382-4044/Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant  
Gholamreza Zandian Jazi

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1 JUDGE  
JOHN PETER LEE, LTD.  
2 JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
3 MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
4 830 Las Vegas Boulevard South  
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5 (702) 382-4044 Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant  
6

FILED  
JUN 8 10 50 AM '07  
*Cliff*  
CLERK OF THE COURT

7 **DISTRICT COURT**  
8 **CLARK COUNTY, NEVADA**

9 GHOLAMREZA ZANDIAN JAZI,  
10 Plaintiff,  
11 v.  
12 RAY KOROGHLI, individually, FARIBORZ FRED  
SADRI, individually, and as Trustee of the Star  
13 Living Trust, WENDOVER PROJECT, LLC, a  
Nevada limited liability company; BIG SPRING  
14 RANCH, LLC, a Nevada limited liability company,  
and NEVADA LAND AND WATER  
15 RESOURCES, LLC, a Nevada limited liability  
company,  
16 Defendants.

CASE NO.: A511131  
DEPT. NO.: XI

**JUDGMENT CONFIRMING**  
**ARBITRATION AWARD**

18 RAY KOROGHLI, individually and FARIBORZ  
FRED SADRI, individually,  
19 Counterclaimants,  
20 v.  
21 GHOLAMREZA ZANDIAN JAZI,  
22 Counterdefendant.

DATE: 6-5-07  
TIME: 9:00 a.m.

24 WENDOVER PROJECT, LLC,  
25 Counterclaimant,  
26 v.  
27 GHOLAMREZA ZANDIAN JAZI,  
28 Counterdefendant.

**JOHN PETER LEE, LTD.**  
ATTORNEYS AT LAW  
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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.

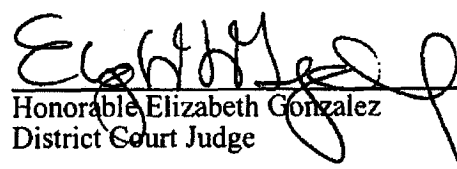
23 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all relief granted in the  
24 Implementation Award dated the 29th day of November, 2006, a copy of which is attached hereto  
25 as Exhibit "3" is granted by this Court.

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.

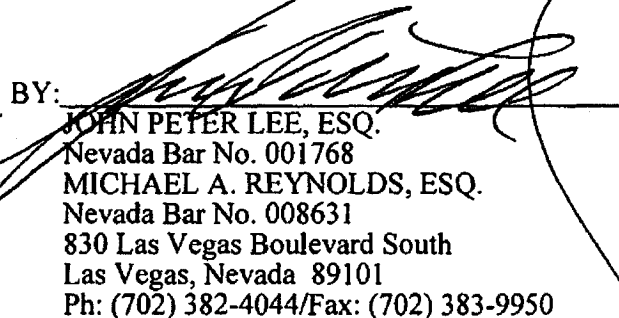
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IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this Court retains jurisdiction to implement this Judgment.

Dated this 7 day of June, 2007.

  
Honorable Elizabeth Gonzalez  
District Court Judge

SUBMITTED BY:  
JOHN PETER LEE, LTD.

BY:   
JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
830 Las Vegas Boulevard South  
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Ph: (702) 382-4044/Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant

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RECEIVED  
SEP 22 2006  
JOHN PETER LEE, LTD.

1 ARB  
2 FLOYD A. HALE, ESQ.  
3 Nevada Bar No. 1873  
4 JAMS  
5 2300 W. Sahara, #900  
6 Las Vegas, NV 89102  
7 Ph: (702) 457-5267  
8 Fax: (702) 437-5267  
9 Arbitrator

DISTRICT COURT

CLARK COUNTY, NEVADA

10 GHOLAMREZA ZANDIAN JAZI, ) Case No. A511131  
11 ) ) Dept. No. XII  
12 Plaintiff, )  
13 vs. )  
14 RAY KOROGHLI, individually, )  
15 FABIRORZ FRED SADRI, individually, )  
16 and as Trustee of the Star Living Trust, )  
17 WENDOVER PROJECT, LLC, a Nevada )  
18 limited liability company; BIG SPRING )  
19 RANCH, LLC, a Nevada limited liability )  
20 company, and NEVADA LAND AND )  
21 WATER RESOURCES, LLC, a Nevada )  
22 limited liability company, )  
23 Defendants. )

ARBITRATION DECISION

23 Arbitration Hearings in this matter were conducted for two full days. The parties  
24 submitted voluminous exhibits, depositions and briefs to the Arbitrator. Having reviewed the  
25 documentation submitted and having heard the testimony and representations of the parties, the  
26 following Arbitration Decision is entered:

- 27 1. The entire interest in the Pah Rah, LLC, property will be transferred to Gholamreza  
28

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SPECIAL MASTER  
2300 W. LAS VEGAS  
LAS VEGAS, NEVADA 89102  
PHONE (702) 457-5267  
EMAIL fhaile@floydahale.com

FLORIAN MALE  
SPECIAL MASTER  
2300 W. ... AVE. SUITE 900  
LAS VEGAS, NEVADA 89102  
PHONE (702) 457-5257 EMAIL fmale@lloydhale.com

1 Zandian Jazi, free and clear of all encumbrances, including the promissory note secured by Deed  
2 of Trust issued for the benefit of Fariborz Fred Sadri; any obligation owed to Jeff Codega, related  
3 to work that was performed as to the Pah Rah real estate will be the obligation of Gholamreza  
4 Zandian Jazi;  
5

6 2. The 320 acres referenced in the briefs and this lawsuit will be transferred free and clear  
7 to Gholamreza Zandian Jazi without any obligation to the other litigants or parties to this  
8 Arbitration or to any other party who may profess to have an interest in the 320 acres that are  
9 bound by this lawsuit and Arbitration;  
10

11 3. Fariborz Fred Sadri and Ray Koroghli will, within 30 days from the service of this  
12 Arbitration Decision, pay Gholamreza Zandian Jazi \$250,000.00 in return for Gholamreza  
13 Zandian Jazi waiving any claims or any rights as to the Big Springs Ranch, LLC or any of its  
14 assets;  
15

16 4. That Gholamreza Zandian Jazi will transfer any interest in the Wendover project, LLC,  
17 including all assets and real estate to Fariborz Fred Sadri and Ray Koroghli;

18 5. All of the entities and properties that are the subject of this Arbitration and lawsuit,  
19 including Pah Rah, LLC, the owners of the 300 acres referenced above, the Big Springs Ranch,  
20 LLC, and the Wendover purchase or Wendover Project, LLC, referenced in this lawsuit and  
21 Arbitration waive any claims to reimbursement or participation in any consulting fees previously  
22 paid to Gholamreza Zandian Jazi from the seller of the real estate to those entities;  
23


24 6. That the parties, through counsel, will prepare all necessary documents to effect the  
25 transfers of the real estate assets and LLC entities and the parties to this lawsuit and Arbitration  
26 will execute all necessary documents to effect this Arbitration Order, including a mutual Release  
27 to be executed by all parties.  
28



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7. That each party pay their own fees and costs incurred herein.

DATED this 20<sup>th</sup> day of September, 2006.

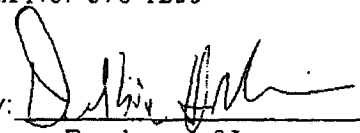
By:   
FLOYD HALE, Arbitrator  
2300 West Sahara Avenue, #900  
Las Vegas, NV 89102

CERTIFICATE OF FACSIMILE AND MAIL

I hereby certify that on the 21 day of September, 2006, I faxed and mailed a true and correct copy of the foregoing addressed to:

John Peter Lee, Esq.  
830 Las Vegas Boulevard South  
Las Vegas, NV 89101  
Attorneys for Plaintiffs  
Fax No. 383-9950

John Netzorg, Esq.  
2810 West Charleston Blvd. #H-81  
Las Vegas, NV 89102  
Attorneys for Defendants  
Fax No. 878-1255

By:   
Employee of Jams

FLOYD A. HALE  
SPECIAL MASTER  
2300 W. S. W. SUITE 900  
LAS VEGAS, NV 89102  
PHONE (702) 457-5267  
EMAIL fhalet@floydahale.com



1 ARB  
2 FLOYD A. HALE, ESQ.  
3 Nevada Bar No. 1873  
4 JAMS  
5 2300 W. Sahara, #900  
6 Las Vegas, NV 89102  
7 Ph: (702) 457-5267  
8 Fax: (702) 437-5267  
9 Arbitrator

10 DISTRICT COURT  
11 CLARK COUNTY, NEVADA

12 GHOLAMREZA ZANDIAN JAZI, ) Case No. A511131  
13 ) Dept. No. XII  
14 Plaintiff, )  
15 )  
16 vs. )  
17 )  
18 RAY KOROGHILI, individually, )  
19 FABIRORZ FRED SADRI, individually, )  
20 and as Trustee of the Star Living Trust, )  
21 WENDOVER PROJECT, LLC, a Nevada )  
22 limited liability company; BIG SPRING )  
23 RANCH, LLC, a Nevada limited liability )  
24 company, and NEVADA LAND AND )  
25 WATER RESOURCES, LLC, a Nevada )  
26 limited liability company, )  
27 )  
28 Defendants. )

29 **ARBITRATION DECISION**

30 On October 11, 2006, the Arbitrator received the Defendant's **MOTION TO CHANGE**  
31 **AWARD BY ARBITRATOR PURSUANT TO NRS 38.237.** The Motion requests that  
32 Zandian Jazi: Execute documents necessary to have the property transferred as required by the  
33 Arbitration Decision; issue guarantees that he has not made transfers to third parties; assign shares  
34 of shipyard stock; warrant and verify that he is in a position to execute documents required by the

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1 Arbitration Decision and verify other factual issues that were the subject of the Arbitration  
2 Agreement.

3  
4 The Motion goes well beyond the Arbitration Decision asking to reopen evidentiary  
5 matters which are unnecessary at this time. Furthermore, paragraph 6 of the Arbitration Decision  
6 indicates as follows:

7 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 11<sup>th</sup> day of October, 2006.

14 By: 

15 FLOYD A. HALE  
16 2300 W. Sahara, #900  
17 Las Vegas, NV 89102  
18 Arbitrator

19 CERTIFICATE OF FACSIMILE

20 I hereby certify that on the 11<sup>th</sup> day of October, 2006, I faxed and mailed a true and  
21 correct copy of the foregoing addressed to:

22 John-Peter Lec, Esq.  
23 830 Las Vegas Boulevard South  
24 Las Vegas, NV 89101  
25 Attorneys for Plaintiffs  
26 Fax No. 383-9950

John Netzorg, Esq.  
2810 West Charleston Blvd. #H-81  
Las Vegas, NV 89102  
Attorneys for Defendants  
Fax No. 878-1255

27 By: 

28 Employee of Jams

FLOYD A. HALE  
SPEC. MASTER  
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1 AWD  
2 JOHN PETER LEE, LTD.  
3 JOHN PETER LEE, ESQ.  
4 Nevada Bar No. 001768  
5 MICHAEL A. REYNOLDS, ESQ.  
6 Nevada Bar No. 008631  
7 830 Las Vegas Boulevard South  
8 Las Vegas, Nevada 89101  
9 (702) 382-4044 Fax: (702) 383-9950  
10 Attorneys for Plaintiff/Counterdefendant  
11 GHOLAMREZA ZANDIAN JAZI

RECEIVED  
NOV 30 2006  
JOHN PETER LEE, LTD.

DISTRICT COURT  
CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDIAN JAZI,  
10 Plaintiff,  
11 v.  
12 RAY KOROGHLI, individually, FARIBORZ, FRED  
13 SADRI, individually, and as Trustee of the Star  
14 Living Trust, WENDOVER PROJECT, LLC, a  
15 Nevada limited liability company; BIG SPRING  
16 RANCH, LLC, a Nevada limited liability company,  
17 and NEVADA LAND AND WATER  
18 RESOURCES, LLC, a Nevada limited liability  
19 company,  
20 Defendants.

CASE NO.: A511131  
DEPT. NO.: XIII

BEFORE ARBITRATOR  
FLOYD A. HALE

IMPLEMENTATION AWARD

18 RAY KOROGHLI, individually and FARIBORZ  
19 FRED SADRI, individually,  
20 Counterclaimants,  
21 v.  
22 GHOLAMREZA ZANDIAN JAZI,  
23 Counterdefendant.  
24 WENDOVER PROJECT, LLC,  
25 Counterclaimant,  
26 v.  
27 GHOLAMREZA ZANDIAN JAZI,  
28 Counterdefendant.

**JOHN PETER LEE, LTD.**  
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1 GHOLAMREZA ZANDIAN JAZI,  
2 Counterclaimant,  
3 v.  
4 WENDOVER PROJECT, LLC,  
5 Counterdefendant.

6 1334.022860-sy

7 **IMPLEMENTATION AWARD**

8 On September 20, 2006, an Arbitration Decision was issued in this dispute. Plaintiff  
9 GHOLAMREZA ZANDIAN JAZI filed his Motion to Enforce Arbitration Decision on September  
10 25, 2006. On October 24, 2006, Plaintiff filed his Motion to Implement Arbitration Award. On  
11 October 26, 2006, Plaintiff filed his Amendment to Motion to Implement Arbitration Award and  
12 Request for Expedited Hearing. On October 31, 2006, Defendants Sadri and Koroghli filed their  
13 Opposition to Motion to Implement Arbitration Award. Plaintiff filed his Reply Re: Motion to  
14 Implement Arbitration Award on November 2, 2006.

15 After considering the papers filed by both parties including draft transfer documents;

16 **THE FOLLOWING IMPLEMENTATION AWARD IS ENTERED:**

- 17 1. Defendants shall pay to John Peter Lee, Ltd., the sum of \$250,000 within five (5)  
18 days.
- 19 2. Defendants are to execute and deliver to Plaintiff's Counsel within ten days of this  
20 Award a Quitclaim Deed of the 320 acre parcel provided as Exhibit "1" by Plaintiff  
21 on the 2nd day of November, 2006.
- 22 3. Defendants are to execute and deliver to Plaintiff's counsel within ten days of this  
23 Award the Grant, Bargain and Sale Deed of the 320 acre parcel provided by Plaintiff  
24 as Exhibit "2" on the 2<sup>nd</sup> of November, 2006.
- 25 4. Defendants are to execute and deliver to Plaintiff's counsel within ten days of this  
26 Award the Quitclaim Deed of the 320 acre parcel provided by Plaintiff as Exhibit "3"  
27 on November 2, 2006.
- 28 5. Defendants are to execute and deliver to Plaintiff's counsel within ten days of this

JOHN PETER LEE, LTD.

ATTORNEYS AT LAW

830 LAS VEGAS BLVD. SOUTH  
LAS VEGAS, NEVADA 89101

Telephone (702) 382-4044

Telecopier (702) 383-9953

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- Award the Grant, Bargain and Sale Deed of the Pah-Rah parcel provided by Plaintiff as Exhibit "4" on November 2, 2006.
6. Mr. Sadri is to execute and deliver to Plaintiff's counsel within ten days of this Award the Request for Full Reconveyance concerning the \$333,000 Note provided by Plaintiff as Exhibit "5" on November 2, 2006.
7. Mr. Zandian is to execute and deliver to Defendants' counsel within ten days of this Award the Quitclaim Deed of the Wendover parcel provided by Plaintiff as Exhibit "6" on November 2, 2006.
8. Mr. Zandian is to execute and deliver to Defendants' counsel within ten days of this Award the Assignment of Interest in Wendover Project, LLC, provided by Plaintiff as Exhibit "7" on November 2, 2006.
9. Mr. Zandian is to execute and deliver to Defendants' counsel within ten days of this Award the Quitclaim Deed of the Big Spring Ranch parcel provided by Plaintiff as Exhibit "8" on November 2, 2006.
10. Mr. Zandian is to execute and deliver to Defendant's counsel within ten days of this Award the Assignment of Interest in Big Spring Ranch, LLC., provided by Plaintiff as Exhibit "9" on November 2, 2006.
11. Mr. Zandian is to execute and deliver to Defendants' counsel within ten days of this Award the Assignment of Interest in Nevada Land and Water Resources, LLC., provided by Plaintiff as Exhibit "10" on November 11, 2006.
12. Mr. Zandian is to record and deliver to Defendants' counsel within ten days of this Award the four (4) Releases of Lis Pendens provided by Plaintiff as Exhibit "11" on November 2, 2006.
13. Mr. Zandian is to execute, file and deliver to Defendants' counsel within ten days of this Award the Certificate of Resignation concerning Wendover Project, LLC., provided by Plaintiff as Exhibit "12" on November 2, 2006.
14. Mr. Zandian is to execute, file and deliver to Defendants' counsel within ten days of this Award the Certificate of Resignation concerning Nevada Land and Water



JOHN PETER LEE, LTD.  
ATTORNEYS AT LAW  
830 LAS VEGAS BLVD. SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

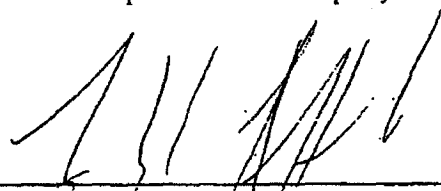
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Resources, LLC, provided as Exhibit "13" on November 2, 2006.

15. Mr. Zandian is to execute, file and deliver to Defendants' counsel within ten days of this Award the Certificate of Resignation concerning Big Spring Ranch, LLC., provided by Plaintiff as Exhibit "14" on November 2, 2006.


16. All parties are to sign the Mutual Release of Claims provided by Plaintiff as Exhibit "16" on November 2, 2006, and deliver a Counterpart to the other party's counsel within ten (10) from this Award.

Dated this 29<sup>th</sup> day of November, 2006.

  
\_\_\_\_\_  
FLOYD A. HALE, ARBITRATOR

Respectfully submitted

JOHN PETER LEE, LTD.

  
\_\_\_\_\_  
JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
(702) 382-4044 Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant

CERTIFICATE OF FACSIMILE AND MAILING

I hereby certify that on the 29th day of November 2006, I faxed and mailed a true and correct copy of the foregoing Implementation Award addressed to:

John Peter Lee, Esq.  
830 Las Vegas Boulevard South  
Las Vegas, NV 89101  
Attorneys for Plaintiffs  
Fax No. 383-9950

John Netzorg, Esq.  
2810 West Charleston Blvd. #H-81  
Las Vegas, NV 89102  
Attorneys for Defendants  
Fax No. 878-1255

By: 

Employee of Jams



APN: 076-100-19

WHEN RECORDED, RETURN TO  
JOHN PETER LEE, LTD.  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101

GRANTEE/MAIL TAX STATEMENTS TO:  
JOHN PETER LEE, LTD.  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101

320 acre parcel

**QUITCLAIM DEED**

By this instrument dated this \_\_\_\_ day of \_\_\_\_\_, 2006, for a valuable consideration, Ray Koroghli, individually, and Fariborz Fred Sadri, individually and as Trustee of the Star Living Trust, do hereby remise, release and forever quitclaim to Gholamreza Zandian Jazi, the following described real property in the State of Nevada, County of Washoe:

Set forth in Exhibit A attached and incorporated herein by this reference

\_\_\_\_\_  
RAY KOROGHLI, individually

\_\_\_\_\_  
FARIBORZ FRED SADRI, individually

\_\_\_\_\_  
FARIBORZ FRED SADRI, as Trustee of the  
Star Living Trust

STATE OF NEVADA        )  
                                  ) SS.:  
COUNTY OF CLARK        )

On \_\_\_\_\_, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Ray Koroghli, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEVADA        )  
                                  ) SS.:  
COUNTY OF CLARK        )

On \_\_\_\_\_, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Fariborz Fred Sadri, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEVADA        )  
                                  ) SS.:  
COUNTY OF CLARK        )

On \_\_\_\_\_, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Fariborz Fred Sadri, Trustee of the Star Living Trust, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

County Home => Assessor's Office => Property Assessment Data => Parcel QuickInfo

WASHOE COUNTY QUICK INFO (Summary data may not be complete representation of property)										10/18/2006						
<b>Owner Information &amp; Legal Description</b>					<b>Building Information</b>											
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									
Owner 1		BIG SPRING RANCH LLC			W.A.Y.		0									
Mail Address		P O BOX 81624			Bedrooms		0									
		LAS VEGAS NV 89180-1624			Full Baths		0									
Owner 2					Half Baths		0									
Owner 3					Fixtures		0									
Rec Doc No		02957442		Rec Date		11/21/2003		Fireplaces				0				
Prior Owner		GRAHAM,EARL L & JONI			Heat Type											
Prior Doc		02623847 11/30/2001			Sec Heat Type											
Legal Desc		34-1-1-2			Ext Walls											
Subdivision		34-1-1-2			Sec Ext Walls											
		Lot Block		Sub Map#		Roof Cover										
		Record of Survey Map		Parcel Map#		%Incomplete		0								
Section 34		Township 21		Range 21		Obso/Bldg Adj		0								
Tax Dist		4400		Add'l Tax Info		Construction Mod		0								
		Prior APN				Last Activity		CEM		04/08/1996						
						Last Permit										
<b>Land Information</b>																
Land Use		012		Zoning		GR		Sewer		NONE						
Size		320 Ac		Water		NONE		Street		NONE						
Value Year		2007		Reason		Reappraisal		Factor Dist		586R						
Reapp Years		2002-2007														
<b>Valuation Information</b>			<b>2005/2006 FV</b>		<b>2006/2007 FV</b>		<b>Sales/Transfer Information/Recorded Document</b>									
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																

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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**:: return to original page ::**





APN: 076-100-19

WHEN RECORDED, RETURN TO

JOHN PETER LEE, LTD.  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101

GRANTEE/MAIL TAX STATEMENTS TO:

JOHN PETER LEE, LTD.  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101

320 acre parcel

**GRANT, BARGAIN AND SALE DEED**

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between Big Spring Ranch, LLC, as Grantor, and Gholamreza Zandian Jazi, as Grantee:

**WITNESSETH**

That Grantor, in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States, and good and valuable consideration, paid to Grantor by Grantee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain and sell to Grantee and to Grantee's successors and assigns, all those certain lots, pieces, or parcels of land situated in the County of Washoe, State of Nevada, and more particularly described as follows:

Set forth in Exhibit A attached and incorporated herein by this reference

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof.

SUBJECT TO rights, reservations and restrictions of record.

TO HAVE AND TO HOLD all and singular the premises, together with the appurtenances, unto Grantee and to Grantee's successors and assigns forever.

IN WITNESS WHEREOF, Grantor have executed this conveyance the day and year first above written.

BIG SPRING RANCH, LLC

BY: \_\_\_\_\_  
RAY KOROGHLI, Member/Manager

BY: \_\_\_\_\_  
FARIBORZ FRED SADRI, Member/Manager

STATE OF NEVADA        )  
                                  ) SS.:  
COUNTY OF CLARK     )

On \_\_\_\_\_, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Ray Koroghli, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEVADA        )  
                                  ) SS.:  
COUNTY OF CLARK     )

On \_\_\_\_\_, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Fariborz Fred Sadri, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

County Home => Assessor's Office => Property Assessment Data => Parcel QuickInfo

WASHOE COUNTY QUICK INFO (Summary data may not be complete representation of property)										10/18/2006	
<b>Owner Information &amp; Legal Description</b>					<b>Building Information</b>						
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				
Mail Address P O BOX 81624					Bedrooms 0						
LAS VEGAS NV 89180-1624					Full Baths 0		Finished Bsmt 0				
Owner 2					Half Baths 0		Unfin Bsmt 0				
Owner 3					Fixtures 0		Bsmt Type				
Rec Doc No 02957442 Rec Date 11/21/2003					Fireplaces 0		Gar Conv Sq Foot 0				
Prior Owner GRAHAM,EARL L & JONI					Heat Type		Total Gar Area 0				
Prior Doc 02623847 11/30/2001					Sec Heat Type		Gar Type				
Legal Desc 34-1-1-2					Ext Walls		Det Garage 0				
Subdivision 34-1-1-2					Sec Ext Walls		Bsmt Gar Door 0				
Lot Block			Sub Map#		Roof Cover		Sub Floor				
Record of Survey Map			Parcel Map#		%Incomplete 0		Frame				
Section 34 Township 21 Range 21			SPC		Obso/Bldg Adj 0		Units/Bldg 0				
Tax Dist 4400 Add'l Tax Info			Prior APN		Construction Mod 0		Units/Parcel 0				
					Last Activity CEM 04/08/1996		Last Permit				
<b>Land Information</b>											
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			
<b>Valuation Information</b>			<b>2005/2006 FV</b>		<b>2006/2007 FV</b>		<b>Sales/Transfer Information/Recorded Document</b>				
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
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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											

Assessed Personal Prop		0	assessment purposes only. Zoning information should be verified with the appropriate planning agency.
Total Assessed	27,406	30,421	
Supplemental New Const	0	0	
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Sketch Is Not Available On-Line.		Property Photo Is Not Available On-Line.	

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APN: 076-100-19

WHEN RECORDED, RETURN TO  
JOHN PETER LEE, LTD.  
830 Las Vegas Boulevard South.  
Las Vegas, Nevada 89101

GRANTEE/MAIL TAX STATEMENTS TO:  
JOHN PETER LEE, LTD.  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101

320 acre parcel

**QUITCLAIM DEED**

By this instrument dated this \_\_\_\_ day of \_\_\_\_\_, 2006, for a valuable consideration,  
Big Spring Ranch, LLC does hereby remise, release and forever quitclaim to Gholamreza Zandian  
Jazi, the following described real property in the State of Nevada, County of Washoe:

Set forth in Exhibit A attached and incorporated  
herein by this reference

BIG SPRING RANCH, LLC

BY: \_\_\_\_\_  
RAY KOROGHLI

BY: \_\_\_\_\_  
FARIBORZ FRED SADRI

STATE OF NEVADA        )  
                                  ) SS.:  
COUNTY OF CLARK     )

On the \_\_\_\_ day of \_\_\_\_\_, 2006, before me the undersigned, a Notary Public  
in and for said County and State, personally appeared Ray Koroghli, known to me to be the person  
whose name is subscribed to the within instrument, and acknowledged to me that he executed the  
same.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEVADA        )  
                                  ) SS.:  
COUNTY OF CLARK        )

On the \_\_\_\_ day of \_\_\_\_\_, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Fariborz Fred Sadri, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

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WASHOE COUNTY QUICK INFO (Summary data may not be complete representation of property)										10/18/2006		
<b>Owner Information &amp; Legal Description</b>					<b>Building Information</b>							
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					
Mail Address P O BOX 81624 LAS VEGAS NV 89180-1624					Bedrooms 0		Finished Bsmt 0					
					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		Obso/Bldg Adj 0		Units/Parcel 0				
Tax Dist 4400		Add'l Tax Info		Prior APN		Construction Mod		Last Permit				
Last Activity CEM		04/08/1996										
<b>Land Information</b>												
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				
<b>Valuation Information</b>			<b>2005/2006 FV</b>		<b>2006/2007 FV</b>		<b>Sales/Transfer Information/Recorded Document</b>					
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												



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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**:: return to original page ::**



APN: 079-150-09, 079-150-10, 07-150-13  
084-040-02, 084-040-04, 084-040-06  
084-040-10, 084-130-07, -84-140-17

WHEN RECORDED, RETURN TO

JOHN PETER LEE, LTD.  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101

GRANTEE/MAIL TAX STATEMENTS TO:

JOHN PETER LEE, LTD.  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101

Pah Rah parcel

**GRANT, BARGAIN AND SALE DEED**

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between Ray Koroghli, individually, and Fariborz Fred Sadri, individually and as Trustee of the Star Living Trust, as Grantors, and Gholamreza Zandian Jazi, as Grantee:

**WITNESSETH**

That Grantors, in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States, and good and valuable consideration, paid to Grantors by Grantee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain and sell to Grantee and to Grantee's successors and assigns, all those certain lots, pieces, or parcels of land situated in the County of Washoe, State of Nevada, and more particularly described as follows:

Set forth in Exhibit A attached and incorporated herein by this reference

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof.

SUBJECT TO rights, reservations and restrictions of record.

TO HAVE AND TO HOLD all and singular the premises, together with the appurtenances, unto Grantee and to Grantee's successors and assigns forever.

IN WITNESS WHEREOF, Grantors have executed this conveyance the day and year first above written.

\_\_\_\_\_  
RAY KOROGHLI, individually

\_\_\_\_\_  
FARIBORZ FRED SADRI, individually

\_\_\_\_\_  
FARIBORZ FRED SADRI, as Trustee of the  
Star Living Trust

STATE OF NEVADA        )  
                                  ) SS.:  
COUNTY OF CLARK     )

On \_\_\_\_\_, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Ray Koroghli, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEVADA        )  
                                  ) SS.:  
COUNTY OF CLARK     )

On \_\_\_\_\_, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Fariborz Fred Sadri, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEVADA        )  
                                  ) SS.:  
COUNTY OF CLARK     )

On \_\_\_\_\_, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Fariborz Fred Sadri, Trustee of the Star Living Trust, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

APN: 079-150-09, 079-150-10, 07-150-13  
084-040-02, 084-040-04, 084-040-06,  
084-040-10, 084-130-07, 084-140-17

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-DAR

00130277

GRANT, BARGAIN AND SALE DEED



THIS GRANT, BARGAIN AND SALE DEED is made this 1st day of AUGUST, 2003 by and between NEVADA LAND AND RESOURCE COMPANY, LLC, a Delaware limited liability company, whose address is 704 W. Nye Lane, Suite 201, Carson City, Nevada, 89703 (referred to as "GRANTOR") and FRED SADRI TRUSTEE OF THE STAR LIVING TRUST, DATED APRIL 14, 1997, AS TO AN UNDIVIDED 1/3 INTEREST, RAY KOROGHLI, AN UNMARRIED MAN, AS TO AN UNDIVIDED 1/3 INTEREST AND REZA ZANDIAN, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, AS TO AN UNDIVIDED 1/3 INTEREST, AS TENANTS IN COMMON, (referred to as "GRANTEE").

GRANTOR, in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States, and other good and valuable consideration to GRANTOR paid by the GRANTEE, the receipt of which GRANTOR acknowledges, by these presents grants, bargains and sells to GRANTEE, and to GRANTEE's successors and assigns forever, all right, title and interest in and to that certain real property situated in Washoe County, State of Nevada, and more particularly described on Exhibit A, except the easement and mineral estate and interest reserved to GRANTOR.

Together with all and singular the tenements, hereditaments and appurtenances belonging, or in anywise appertaining, to the real property, and the reversion and reversions, remainder and remainders, rents, issues and profits of the real property;

To have and to hold the real property above described with the appurtenances, unto GRANTEE, and to GRANTEE's heirs, and successors and assigns forever.

GRANTOR reserves to itself and its successors and assigns a 20 foot wide access easement over, through, within, under, across and along the East and South boundaries of Section 3, Township 20 North, Range 23 East.

GRANTOR reserves to itself the exclusive right and privilege to enter on the property for the purposes of exploration and prospecting for the development, extraction, mining, production, removal and sale of all minerals, mineral substances, metals, ore-bearing materials, coal, oil, gas, other hydrocarbons, geothermal steam, liquids or brines, heat, other geothermal resources and rocks of every kind, except sand and gravel. The mineral estate and rights reserved to Grantor include all of the right, title and interest to minerals in, on or under the property, including, but not limited to, the surface and subsurface of the property, all minerals, mineral elements and compounds and ores, together with all easements and rights-of-way reserved or granted in, on or under the property, together with any and all lodes, veins and mineral deposits extending from or into or contained in the

100700



property. The term "minerals" shall include all mineral elements and compounds, including by way of example and not by limitation, all barite, copper, gold, iron, silver and other metals, whether the same are presently known to exist on the property or are subsequently discovered on the property, and regardless of the method of extraction, mining or processing of the same (whether open pit or strip mining, underground mining, surface or subsurface leaching) whether presently or subsequently employed, invented, or developed. Grantor reserves to itself the rights of egress and ingress to and from the property for any and all purposes related to the mineral estate reserved to Grantor. Grantor shall conduct all of its activities in accordance with all applicable laws, regulations, and ordinances, and shall defend, indemnify and hold Grantee from and against all actions, claims, damages and losses resulting from Grantor's exercise of the rights appurtenant to its reserved mineral estate. Grantor shall compensate Grantee for surface damages resulting from Grantor's activities related to Grantor's reserved mineral estate. If Grantee and Grantor are unable to mutually determine the damages resulting to the surface, such damages shall be determined by a mutually acceptable independent appraiser who shall determine the fair market value of the surface damaged as a result of Grantor's activities.

GRANTOR makes no representation or warranty concerning the effect of those Minerals Leases, by and between Southern Pacific Land Company, a California corporation, as lessor, and SFP Minerals Corporation, a Delaware corporation, as lessee, to the degree or the extent that the same applies and is enforceable against the property described in this Grant, Bargain and Sale Deed, if at all.

GRANTOR has executed this Grant, Bargain and Sale Deed the day and year first above written.

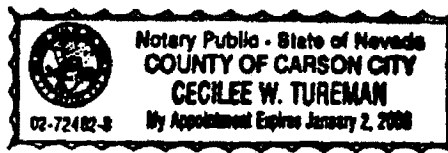
NEVADA LAND AND RESOURCE COMPANY, LLC, A  
DELAWARE LIMITED LIABILITY COMPANY

By: *Dorothy A. Timian-Palmer*  
Dorothy A. Timian-Palmer  
Chief Operating Officer

STATE OF NEVADA            )  
  ) ss.  
COUNTY OF CARSON CITY    )

This instrument was acknowledged before me on August 1, 2003, by Dorothy A. Timian-Palmer its Chief Operating Officer of and for Nevada Land and Resource Company, LLC, a Delaware limited liability company.

*Cecile W. Tureman*  
Notary Public



100701



**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



any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded February 22, 1991 in Book 3216, Page 526 as Document No. 1461483 of Official Records.

**PARCEL C:**

A.P.N. 079-150-13

The Northeast  $\frac{1}{4}$ ; South  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$ ; South  $\frac{1}{2}$  of Section 27, Township 21 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 09, 1990 in Book 3019, Page 756 as Document No. 1373452 of Official Records.

**PARCEL D:**

A.P.N. 084-040-02

Section 5, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such





use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded February 22, 1991 in Book 3216, Page 526 as Document No. 1461483 of Official Records.

**PARCEL E:**

A.P.N. 084-040-04

Section 3, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL F:**

A.P.N. 084-040-06

Section 1, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection



therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL G:**

A.P.N. 084-040-10

The North  $\frac{1}{2}$  and the North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the North  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ , all in Section 11, Township 20 North, Range 23 East, M.D.B.&M.

ALSO EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL H:**

A.P.N. 084-130-07

The Northwest  $\frac{1}{4}$  and the North  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  and Government Lot 1 in the Southwest  $\frac{1}{4}$  of Section 15, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with



any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL I:**

A.P.N. 084-140-17

The Northeast  $\frac{1}{4}$  of Section 15, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.



**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

084-145-17

DOC # 2900594

08/08/2003 03:48P Fee:48.00

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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 - ACCORDING



(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



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.	COUNTY	BOOK	PAGE	DOC. NO.
Churchill	39	363	115384	Lincoln			45902
Clark	Mortgages 850 Off. Rec.		682747	Lyon	37 Off. Rec.	341	100661
Douglas	57 Off. Rec.	115	40050	Mineral	11 Off. Rec.	129	89073
Elko	192 Off. Rec.	652	35747	Nye	105 Off. Rec.	107	04823
Esmeralda	3-X Deeds	195	35922	Ormsby	72 Deeds	537	32867
Eureka	22 Off. Rec.	138	45941	Pershing	11 Off. Rec.	249	66107
Humboldt	28 Off. Rec.	124	131075	Storey	"S" Off. Rec.	206	31506
Lander	24 Off. Rec.	168	50782	Washoe	300 Off. Rec.	517	107192
				White Pine	295 R.E. Records	258	

shall insure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B (identical in all counties, and printed on the reverse side hereof) are by the within reference thereto, incorporated herein and made a part of Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed a reasonable amount.



The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at this address herein before set forth.

STATE OF NEVADA

COUNTY OF CLARK

} ss

This instrument was acknowledged before me on

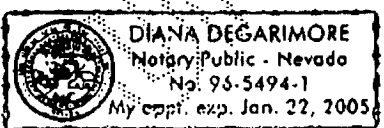
AUGUST 5<sup>th</sup>, 2003

by REZA ZANDIAN

REZA ZANDIAN

*Diana DeGarimore*

Notary Public



NOTARIAL PUBLIC CLARK COUNTY NEVADA





**DO NOT RECORD**

**A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES,**

- (1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property, or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
- (2) Trustor covenants to keep all buildings that may now or at any time be on said property during the continuance of this trust in good repair and insured against loss by fire, with extended coverage endorsement, in a company or companies authorized to issue such insurance in the State of Nevada, and as may be approved by Beneficiary, for such sum or sums as shall equal the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust and shall be payable to Beneficiary to the amount of the unsatisfied obligation to Beneficiary hereby secured, and to deliver the policy to Beneficiary, or to collection agent of Beneficiary, and in default thereof, Beneficiary may procure such insurance and/or make such repairs, and expend for either of such purposes such SLM or sums as Beneficiary shall deem proper.
- (3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
- (4) To pay at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock, water rights and grazing privileges; when due, all encumbrances, charges and liens, with interest on said property or any part thereof, which appear to be prior or superior hereto, and all costs, fees and expenses of this trust.

Should Trustor fail to make any payment, or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor, and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof; Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

- (5) To pay immediately, and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at ten percent per annum.
- (6) At Beneficiary's option, Trustor will pay a "late charge" as indicated in the Promissory Note to cover the extra expense involved in handling delinquent payments; of such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

**B. IT IS MUTUALLY AGREED**

- (1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
- (2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
- (3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement of any agreement subordinating the lien or charge hereof.
- (4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose, and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto".
- (5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by a agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby Secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due, and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- (6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be recorded. Beneficiary also shall deposit with Trustee this Deed of Trust, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recording of said notice of default, and notice of sale having been given as then required by law for the sale of real property under writ of execution, Trustee, without demand on Trustor, shall sell said property or any part thereof at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. In the event that any indebtedness secured hereby shall not have been fully satisfied by said sale, Trustee may give notice of sale of any property not previously noticed for sale in the manner set forth above and sell the same in the manner set forth above.

Trustee shall deliver to any purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee, including a reasonable fee for the attorney of Trustee, and of this trust, including cost evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at ten percent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.



- (7) That Beneficiary, or his assignee, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed and acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where, or document or file number under which, this Deed of Trust is recorded, and the name and address of the new Trustee. If notice of default shall have been recorded, this power of substitution cannot be exercised until after the costs, fees and expenses of the then acting Trustee shall have been paid to such Trustee, who shall endorse receipt thereof upon such instrument of substitution. The procedure herein provided for substitution of Trustee shall be exclusive of all other provisions for substitution, statutory or otherwise.
- (8) The following covenants: Nos. 1, 3, 4, (interest 10%) 5, 6, 8 and 9 of Nevada Revised Statutes 107.030, when not inconsistent with other covenants and provisions herein contained, are hereby adopted and made a part of this Deed of Trust.
- (9) The rights and remedies hereby granted shall not exclude any other rights or remedies granted by law, and all rights and remedies granted hereunder or permitted by law shall be concurrent and cumulative. A violation of any of the covenants herein expressly set forth shall have the same effect as the violation of any covenant herein adopted by reference.
- (10) It is expressly agreed that the trust created hereby is irrevocable by Trustor.
- (11) That this Deed of Trust applies to, insures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledges, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
- (12) That Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.
- (13) Trustor agrees to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provisions of the covenants herein above adopted by reference.

The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address herein before set forth.

**REQUEST FOR FULL RECONVEYANCE**

**DO NOT RECORD**

**TO TRUSTEE**

The undersigned is the legal owner and holder of the note or notes, and of all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated: \_\_\_\_\_

Please mail Deed of Trust,  
Note and Reconveyance to \_\_\_\_\_

**Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.**



**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



any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded February 22, 1991 in Book 3216, Page 526 as Document No. 1461483 of Official Records.

**PARCEL C:**

A.P.N. 079-150-13

The Northeast  $\frac{1}{4}$ ; South  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$ ; South  $\frac{1}{2}$  of Section 27,  
Township 21 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 09, 1990 in Book 3019, Page 756 as Document No. 1373452 of Official Records.

**PARCEL D:**

A.P.N. 084-040-02

Section 5, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such



use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded February 22, 1991 in Book 3216, Page 526 as Document No. 1461483 of Official Records.

**PARCEL E:**

A.P.N. 084-040-04

Section 3, Township 20 North, Range 23 East, M.D.B. & M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL F:**

A.P.N. 084-040-06

Section 1, Township 20 North, Range 23 East, M.D.B. & M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada:

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection



therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL G:**  
A.P.N. 084-040-10

The North  $\frac{1}{2}$  and the North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the North  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ , all in Section 11, Township 20 North, Range 23 East, M.D.B.&M.

ALSO EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL H:**  
A.P.N. 084-130-07

The Northwest  $\frac{1}{4}$  and the North  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  and Government Lot 1 in the Southwest  $\frac{1}{4}$  of Section 15, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with



any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL I:**

A.P.N. 084-140-17

The Northeast  $\frac{1}{4}$  of Section 15, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.





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

512362  
FEE 44 FILED  
REQUEST OF

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

2003 DEC 30 PM 4:09

Stewart Title Co.  
JERRY D. WYCKLUS  
CLERK CO. RECORDER

0301167

A.P.N. Nos.: 010-510-001; 010-520-001; 010-730-001; 010-740-0BG; 010-740-110;  
010-740-111; 010-740-113; 010-740-202

GRANT, BARGAIN, AND SALE DEED

THIS INDENTURE, made this 29<sup>th</sup> day of December, 2003, by and between BIG SPRINGS LAND & RESOURCE COMPANY, LLC, a Nevada limited liability company ("BIG SPRINGS"), Grantor, and WENDOVER PROJECT, L.L.C., a Nevada limited liability company, as to an undivided 91.67% and THE STAR LIVING TRUST, Fariborz Sadi, 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,

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remainder and remainders, rents, issues and profits thereof, including but not limited to any right title and interest in any and all grazing rights or allotments appurtenant thereto.

TO HAVE AND TO HOLD all and singular the premises, together with the appurtenances, unto the said Grantee and to its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has executed this conveyance the day and year first above written.

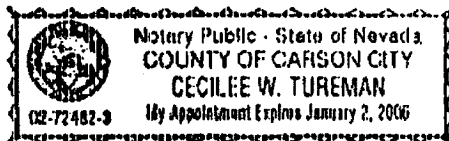
Big Springs Land & Resource Company,  
a Nevada limited liability company

By: Vidler Water Company, Inc., a  
Delaware corporation  
Its Manager

By: *Dorothy A. Timian-Palmer*  
DOROTHY A. TIMIAN-PALMER  
Chief Operating Officer/Director

STATE OF NEVADA            )  
  : ss.  
CARSON CITY                )

On December 29, 2003, DOROTHY A. TIMIAN-PALMER, personally appeared before me, a notary public, personally known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that she is the Chief Operating Officer and a Director of Vidler Water Company, a Delaware corporation, and who acknowledged to me that she executed the foregoing GRANT, BARGAIN AND SALE DEED on behalf of said corporation.



*Cecilee W. Tureman*  
NOTARY PUBLIC

Exhibit "A"  
Big Mjs Ranch Windover Property Legal Descriptions

TWP	RNG	SEC	ALLOTMENT PARTS	ACREAGE
32N	69E	01	Lots 1-3, S/2 N/2, S/2	600.34
32N	69E	02	S/2 N/2, S/2	480.00
32N	70E	06	Lots 4, 6, 7, 10, 12, 13, SW/4 NW/4	164.72
33N	69E	01	S/2	320.00
33N	69E	12	AR	640.00
33N	69E	25	AR	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, 4, 9 and 11	35.00
33N	70E	15	Lots 12, 13, 15, 18, 20, 23-25, and 26-30, 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	100.00
33N	70E	19	AR	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	416.64
33N	70E	20	Lots 8, 9 and S/2 SW/4 SW/4 NE/4	73.00
33N	70E	21	Lot 2	13.21
33N	70E	29	Lots 3, 5, 6, NW/4 NW/4	73.10
33N	70E	29	Lot 2	16.00
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		Prts of 9 and 10 (Parcel 2 of recorded parcel map #485646)	4.20
33N	70E		Prts of 8 and 10 (Parcel 1 of recorded parcel map #485646)	3.07
33N	70E		Prts of 9, 10 and 16 (Parcel 4 of recorded parcel map #485646)	65.31

\* These parcels cover more than one section

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Exhibit "A"  
Big Springs Ranch Wendover Property Legal Descriptions

TWN	RNG	SEC	ALIGN/JOY PARTS	ACREAGE
32N	69E	01	Lots 1-3, S/2 N/2, S/2	640.34
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	01	Lots 2-5, 9 and 11	35.60
33N	70E	15	Lots 12, 13, 15, 18, 20, 21-23, 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	46.21
33N	70E	17	S/2 S/2	160.00
33N	70E	19	All	540.00
33N	70E	20	Lots 2, 3, 6, 11, NW/4 NE/4, N/2 SW/4 NE/4, SE/4 SW/4 NE/4, N/2 SW/4 SW/4 NE/4, NW/4, N/2 SW/4, SW/4 SW/4	416.61
33N	70E	20	Lots 6, 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	73.16
33N	70E	29	Lot 2	16.01
33N	70E	30	Lots 2, 3, NE/4, W/2, W/2 SE/4	612.54
33N	70E	31	Lots 2, 4, 5, 8, 10, 11, NW/4, W/2 SW/4	372.91
33N	70E		Plns of 9 and 10 (Parcel 2 of recorded parcel map #485646)	4.20
33N	70E		Plns of 9 and 10 (Parcel 1 of recorded parcel map #485646)	3.87
33N	70E		Plns of 9, 10 and 16 (Parcel 4 of recorded parcel map #485646)	65.31

\* These parcels cover more than one section

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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 -

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SCHEDULE A  
CLTA PRELIMINARY REPORT  
(12/92)

STEWART TITLE  
Guaranty Company

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WFZ1338

Order No. 03011167

File Number 485646.

PARCEL 2:

Parcel 1, 2 and 4 as shown on that certain Parcel Map for Big Springs Land & Resource Co. filed in the office of the County Recorder of Elko County, State of Nevada, on July 16, 2002, as File No. 485646, being a portion of Sections 9, 10 and 16, Township 33 North, Range 70 East, M.D.B.&M..

EXCEPTING FROM Parcels 1 and 2 all the oil and gas and geothermal resources in the lands so patented as reserved by the UNITED STATES OF AMERICA in Patent recorded May 26, 1999 in Book 1100, Page 615, Official Records, Elko County, Nevada.

FURTHER EXCEPTING FROM Parcels 1 and 2 those portions lying within the railroad right-of-ways.

PARCEL 3:

TOWNSHIP 33 NORTH, RANGE 70 EAST, M.D.B.&M.

Section 20: Lots 8 and 9; S1/2SW1/4SW1/4NE1/4;  
Section 29: Lot 2;

EXCEPTING THEREFROM all the oil and gas and geothermal resources in the lands so patented as reserved by the UNITED STATES OF AMERICA in Patent recorded August 15, 2003 in Book 3, Page 45700, Official Records, Elko County, Nevada.





**ASSIGNMENT OF INTEREST IN WENDOVER PROJECT, LLC**

The undersigned Assignor, GHOLAMREZA ZANDIAN JAZI, currently holds an interest in WENDOVER PROJECT, LLC, a Nevada limited liability company, consisting of a membership, as well as a management right, and, in consideration of value received, GHOLAMREZA ZANDIAN JAZI herewith transfers and assigns to RAY KOROGHLI, individually, and FARIBORZ FRED SADRI, individually, and as Trustee of the Star Living Trust, all of the Assignor's right as Member or Manager in WENDOVER PROJECT, LLC, a Nevada LLC effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

The Assignor represents that the interest herewith assigned has not been transferred, assigned, encumbered, the subject of any agreement, or security interest and that he holds the full and complete rights, the subject of this Assignment. The Assignor irrevocably appoints the Assignee as the Attorney in Fact to transfer such interests on the books and records of WENDOVER PROJECT, LLC, a Nevada LLC, the Assignor agrees to separately execute a resignation as a Member and Manager of WENDOVER PROJECT, LLC, a Nevada LLC.

The undersigned executes this Assignment on the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
GHOLAMREZA ZANDIAN JAZI



APN: 009-530-001; 009-540-001; 009-550-001; 009-560-004  
009-570-011; 010-090-001; 010-090-003; 010-110-001  
010-120-001; 010-130-001; 010-320-001

WHEN RECORDED, RETURN TO

GRANTEE/MAIL TAX STATEMENTS TO:

Big Spring Ranch Parcel

**QUITCLAIM DEED**

By this instrument dated this \_\_\_\_ day of \_\_\_\_\_, 2006, for a valuable consideration, Gholamreza Zandian Jazi does hereby remise, release and forever quitclaim to Ray Koroghli, individually and Fariborz Fred Sadri, individually, and as Trustee of the Star Living Trust, the following described real property in the State of Nevada, County of Elko:

Set forth in Exhibit A attached and incorporated herein by this reference

\_\_\_\_\_  
GHOLAMREZA ZANDIAN JAZI

STATE OF NEVADA        )  
                                  ) SS.:  
COUNTY OF CLARK     )

On \_\_\_\_\_, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Gholamreza Zandian Jazi, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

512358 ✓

FILE # \_\_\_\_\_  
PROJECT OF \_\_\_\_\_

2003 DEC 30 PM 4:08

Stewart Title Co.  
JERRY G. SYDORUS  
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 29<sup>th</sup> day of December, 2003, by and  
between BIG SPRINGS LAND & RESOURCE COMPANY, LLC, a Nevada limited liability  
company ("BIG SPRINGS"), Grantor, and BIG SPRING RANCH, L.L.C., a Nevada limited  
liability company, as to an undivided 75% interest and THE STAR LIVING TRUST as to an  
undivided 25% interest, Grantee.

WITNESSETH:

That the Grantor, in consideration of the sum of TEN DOLLARS (\$10.00), lawful  
money of the United States, and other good and valuable consideration to it in hand paid by the  
Grantee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain and  
sell to the Grantee, and to its successors and assigns forever, all those certain lots, pieces or  
parcels of land situate, lying and being in Elko County, Nevada, and more particularly described  
in Exhibit "A" attached hereto and incorporated herein by reference.

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TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, including but not limited to any right title and interest in any and all grazing rights or allotments appurtenant thereto.

TO HAVE AND TO HOLD all and singular the premises, together with the appurtenances, unto the said Grantee and to its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has executed this conveyance the day and year first above written.

Big Springs Land & Resource Company,  
a Nevada limited liability company

By: Vidler Water Company, Inc., a  
Delaware corporation  
Its Manager

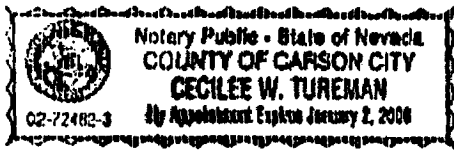
By: *Dorothy A. Timian-Palmer*  
DOROTHY A. TIMIAN-PALMER  
Chief Operating Officer/Director

STATE OF NEVADA            )  
  : ss.  
CARSON CITY                )

On December 29, 2003, DOROTHY A. TIMIAN-PALMER, personally appeared before me, a notary public, personally known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that she is the Chief Operating Officer and a Director of Vidler Water Company, a Delaware corporation, and who acknowledged to me that she executed the foregoing GRANT, BARGAIN AND SALE DEED on behalf of said corporation.

*Cecile W. Tureman*

NOTARY PUBLIC



# EXHIBIT A

County	APN #	Twn	Rng	Sec	Aliquot Parts	Acreage
Elko	009-530-001	34N	66E	1	All except 0.23 Ac conv to WPR Co.	640.37
Elko	009-530-001	34N	66E	11	All	640.00
Elko	010-090-001	34N	67E	5	All	638.08
Elko	010-090-001	34N	67E	7	E/2 and ptn of W/2 east of the Nevada Northern Railroad as now constructed	366.98

3 72494

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**EXHIBIT "A"**  
**Big Springs Ranch Legal Descriptions**

County	APN #	Twn	Rng	Sec	Allot Part:	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 E-80 RW	569.77
Elko	009-550-001	36N	66E	13	All	640.00
Elko	009-550-001	36N	66E	15	All	640.00
Elko	009-550-001	36N	66E	21	E/2	320.00
Elko	009-550-001	36N	66E	22	W/2 NW/4, S/2	400.00
Elko	009-550-001	36N	66E	23	All	640.00
Elko	009-550-001	36N	66E	25	All	640.00
Elko	009-550-001	36N	66E	26	W/2 W/2	160.00
Elko	009-550-001	36N	66E	27	All	640.00
Elko	009-550-001	36N	66E	28	E/2 E/2, W/2 SE/4 less 4.50 Ac to Deamont 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 SI RL 30 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	Pin 200' south of the CPRR centerline	568.06
Elko	009-570-011	38N	66E	25	Pin 200' south of the CPRR centerline except 6.44 Ac in N/2 for Wyo tract	591.44
Elko	010-090-001	34N	67E	1	All	638.80
Elko	010-090-001	34N	67E	3	All	638.04
Elko	010-090-001	34N	67E	9	All	640.00
Elko	010-090-001	34N	67E	11	All	640.00



County	APN #	Twn	Rng	Sec	Aliquot Parts	Acres
Elko	010-090-001	34N	67E	13	All	640.00
Elko	010-090-001	34N	67E	15	All	640.00
Elko	010-090-001	34N	67E	17	All	640.00
Elko	010-090-001	34N	67E	19	NE1/4, E/2 NW1/4, Lots 1 and 2 (N/2) except 4.60 Ac conv to Nevada Northern Railroad Co.	306.35
Elko	010-090-001	34N	67E	21	N/2	320.00
Elko	010-090-001	34N	67E	22	All	640.00
Elko	010-090-001	34N	67E	23	N/2	320.00
Elko	010-090-003	34N	67E	7	Ptn of the E/2 W/2 west of the NWRR R/W	46.98
Elko	010-110-001	36N	67E	7	All except 12.70 Ac conv to Northern Nevada Railroad Co.	619.98
Elko	010-110-001	36N	67E	19	All except 12.05 Ac conv to Northern Nevada Railroad Co. except ptn conv to State of NV for Hwy	608.15
Elko	010-110-001	36N	67E	31	All except 12.14 Ac conv to Northern Nevada Railroad Co.	627.26
Elko	010-120-001	37N	67E	1	Ptn 200' south of the CPRR centerline less 12.76 Ac to SR-30 R/W	589.64
Elko	010-120-001	37N	67E	5	Ptn 200' south of the CPRR centerline	604.67
Elko	010-120-001	37N	67E	9	NW1/4, S/2 less 6.70 Ac conv to Northern Nevada Railroad Co. and 15.10 Ac to SR-30 R/W	458.20
Elko	010-120-001	37N	67E	11	Ptn 200' south of the CPRR centerline less 11.07 Ac to SR-30 R/W	611.42
Elko	010-120-001	37N	67E	17	All less 16.33 Ac to SR-30 R/W	623.67
Elko	010-120-001	37N	67E	19	All	628.68
Elko	010-130-001	38N	67E	31	Ptn 200' south of the CPRR centerline	594.40
Elko	010-320-001	35N	68E	7	All except 21.28 Ac conv to Western Pacific Railroad Co. less 45.33 to I-80 R/W	614.35
Elko	010-320-001	35N	68E	17	All north of the WPRR centerline, and all south of the WPRR centerline less 6.89 Ac to I-80 R/W	521.98
Total Acres:						35,254.34

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Order No.: 03012789

### LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada,  
County of ELKO COUNTY, described as follows:

PARCEL 1:

TOWNSHIP 34 NORTH, RANGE 67 EAST, M.D.B.&M.

Section 1: All;  
Section 3: All;  
Section 9: All;  
Section 11: All;  
Section 13: All;  
Section 15: All;  
Section 17: All;  
Section 19: Lots 1 and 2; E1/2NW1/4; NE1/4;

EXCEPTING THEREFROM all that portion of said land as conveyed  
to Nevada Northern Railway Company in Deed recorded February 7,  
1906 in Book 28, Page 617, Deed Records, Elko County, Nevada.

Section 21: N1/2;  
Section 22: All;  
Section 23: N1/2;

EXCEPTING FROM Section 22, TOWNSHIP 34 NORTH, RANGE 67 EAST,  
M.D.B.&M., all the coal and other valuable minerals in the lands  
so granted as reserved by The United States of America in  
Patent recorded June 28, 1946 in Book 8, Page 413, Patent  
Records, Elko County, Nevada.

FURTHER EXCEPTING FROM all of Parcel 1 all right, title and  
interest to coal, oil, gas and other minerals of every kind and  
nature whatsoever, lying in and under said land, as reserved by  
Russell Wilkins, et ux, et al, in Deed recorded December 10,  
1946 in Book 55, Page 63, Deed Records, Elko, Nevada.

FURTHER EXCEPTING FROM Section 22, TOWNSHIP 34 NORTH, RANGE 67  
EAST, M.D.B.&M., an undivided 1/2 interest in and to all gas,  
oil, petroleum, minerals and/or mineral rights, lying in and  
under said land, as reserved by Theodore E. Smith and Pearl  
Smith, his wife, in Deed recorded August 15, 1958 in Book 74,  
Page 181, Deed Records, Elko County.

PARCEL 2:

Continued on next page

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SCHEDULE A  
CLTA PRELIMINARY REPORT  
(12/92)

STEWART TITLE  
Guaranty Company

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WFZ1350

Order No. 03012789

TOWNSHIP 35 NORTH, RANGE 66 EAST, M.D.B.&M.

Section 1: All;  
Section 3: All;  
Section 9: All;  
Section 11: All;  
Section 13: All;  
Section 15: All;  
Section 21: All;  
Section 23: All;  
Section 25: All;  
Section 27: S1/2;  
Section 33: All;  
Section 35: All;

EXCEPTING THEREFROM Parcel 2 all petroleum, oil, natural gas, and products derived therefrom, lying in and under said land or that may be produced therefrom, as reserved by Southern Pacific Land Company in Deed recorded August 1, 1949 in Book 57, Page 126, Deed Records, Elko County, Nevada.

PARCEL 3:

TOWNSHIP 35 NORTH, RANGE 68 EAST, M.D.B.&M.

Section 7: All;

EXCEPTING THEREFROM all that portion of said land as conveyed to Western Pacific Railway Company in Deed recorded February 19, 1909 in Book 31, Page 71, Deed Records, Elko County, Nevada.

Section 17: All that portion lying northerly of a line parallel with and one hundred (100) feet northerly of the center center line of Western Pacific Railway Company's railroad known as Arnold "L-1" or "3%" line and all that portion lying southerly of a line parallel with and one hundred (100) feet southerly of the center line of Western Pacific Railway Company's railroad known as "R-2" or "4%" line, which railroad rights of way were conveyed to Western Pacific Railway Company by Deed No. 126-F, dated November 27, 1908, and recorded February 19, 1909 in Book 31, Page 71, and Deed No. 188-F, dated June 30, 1910, and recorded September 10, 1910 in Book 32, Page 319, Deed Records, Elko County, Nevada.

Continued on next page

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Order No. 03012789

EXCEPTING FROM Parcel 3 all that portion of said land as conveyed to the State of Nevada, acting by and through its Department of Highways in Deed recorded September 7, 1973 in Book 184, Page 44 and recorded June 24, 1976 in Book 230, Page 377, Official Records, Elko County, Nevada, portions of which have been relinquished by Resolution Relinquishing portion of Highway Right of Way recorded October 11, 1985 in Book 504, Page 308, Official Records, Elko County, Nevada.

FURTHER EXCEPTING FROM Parcel 3 all right, title and interest to coal, oil, gas and other minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Russell Wilkins, et ux, et al, in Deed recorded December 10, 1946 in Book 55, Page 63, Deed Records, Elko County, Nevada.

PARCEL 4:

TOWNSHIP 38 NORTH, RANGE 67 EAST, M.D.B.&M.

Section 31: All that portion lying southwesterly of a line two hundred (200) feet southwesterly and parallel with the center line of Central Pacific Railway Company's railroad as now constructed ;

EXCEPTING FROM Parcel 4 all right, title and interest to coal, oil, gas and other minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Russell Wilkins, et ux, et al, in Deed recorded December 10, 1946 in Book 55, Page 63, Deed Records, Elko County, Nevada.

PARCEL 5:

TOWNSHIP 36 NORTH, RANGE 67 EAST, M.D.B.&M.

Section 7: All;  
Section 19: All;  
Section 31: All;

EXCEPTING FROM Parcel 5 all that portion of said land as conveyed to Nevada Northern Railway Company in Deed recorded February 7, 1906 in Book 28, Page 617, Deed Records, Elko County, Nevada.

FURTHER EXCEPTING FROM Section 19 all that portion of said land as conveyed to the State of Nevada, acting by and through its  
Continued on next page

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Order No. 03012789

Department of Highways, in Deed recorded September 7, 1973 in Book 184, Page 44, Official Records, Elko County, Nevada, portions of which have been relinquished by Resolution Relinquishing Portion of Highway Right-of-Way recorded October 11, 1985 in Book 504, Page 308, Official Records, Elko County, Nevada.

FURTHER EXCEPTING FROM Parcel 5 all right, title and interest to coal, oil, gas and other minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Russell Wilkins, et ux, et al, in Deed recorded December 10, 1946 in Book 55, Page 63, Deed Records, Elko County, Nevada.

PARCEL 6:

TOWNSHIP 37 NORTH, RANGE 67 EAST, 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

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Order No. 03012789

TOWNSHIP 35 NORTH, RANGE 66 EAST, M.D.B.&M.

Section 2: Lots 3 and 4; S1/2NW1/4; SW1/4;  
Section 10: E1/2E1/2;  
Section 14: W1/2W1/2;  
Section 22: NE1/4; SE1/4NW1/4; N1/2SE1/4; SW1/4SE1/4; SE1/4SW1/4;  
Section 27: N1/2;  
Section 28: SE1/4; SE1/4NE1/4;

EXCEPTING FROM Parcel 11 all right, title and interest to coal, oil, gas and other minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Russell Wilkins, et ux, et al, in Deed Recorded December 10, 1946 in Book 55, Page 63, Deed Records, Elko County, Nevada.

PARCEL 12:

TOWNSHIP 36 NORTH, RANGE 66 EAST, M.D.B.&M.

Section 21: E1/2;  
Section 22: W1/2NW1/4; S1/2;  
Section 26: W1/2W1/2;  
Section 27: All;  
Section 28: E1/2E1/2; W1/2SE1/4;

EXCEPTING AND RESERVING THEREFROM the following described land:

Beginning at a point from which the Southwest Corner of Section 28, TOWNSHIP 36 NORTH, RANGE 66 EAST, M.D.B.&M., bears South 84°52' West, 2,519.9 feet distant;

THENCE North 25°20' East, 486.81 feet;

THENCE South 64°40' East, 303.07 feet;

THENCE South 25°21' West, 140.51 feet;

THENCE South 64°40' East, 140.00 feet;

THENCE South 25°20' West, 346.30 feet;

THENCE North 64°40' West, 443.07 feet;

Section 33: All;  
Section 34: All;

Continued on next page

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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.6M.

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 G. ...  
LINDA ...

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

03 01 2789

GRANT, BARGAIN, AND SALE DEED

THIS INDENTURE, made this 31<sup>st</sup> day of December, 2003, by and between NEVADA LAND AND RESOURCE COMPANY, LLC, a Delaware limited liability company ("NLRC"), Grantor, and BIG SPRING RANCH, L.L.C., a Nevada limited liability company, as to an undivided 75% interest and FARIBOZ SADRI, TRUSTEE THE STAR LIVING TRUST as to an undivided 25% interest, Grantee.

WITNESSETH:

That the Grantor, in consideration of the sum of TEN DOLLARS (\$10.00), lawful money of the United States, and other good and valuable consideration to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain and sell to the Grantee, and to its successors and assigns forever, all those certain lots, pieces or parcels of land situate, lying and being in Elko County, Nevada, and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions,

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remainder and remainders, rents, issues and profits thereof, including but not limited to any right title and interest in any and all grazing rights or allotments appurtenant thereto.

TO HAVE AND TO HOLD all and singular the premises, together with the appurtenances, unto the said Grantee and to its successors and assigns forever.

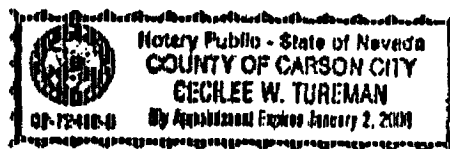
IN WITNESS WHEREOF, the Grantor has executed this conveyance the day and year first above written.

Nevada Land and Resource Company, LLC  
a Delaware limited liability company

By: *Dorothy A. Timian Palmer*  
DOROTHY A. TIMIAN-PALMER  
Chief Operating Officer/Director

STATE OF NEVADA            )  
  : ss.  
CARSON CITY                )

On December 29, 2003, DOROTHY A. TIMIAN-PALMER, personally appeared before me, a notary public, personally known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that she is the Chief Operating Officer and a Director of Nevada Land and Resource Company, a Delaware limited liability company, and who acknowledged to me that she executed the foregoing GRANT, BARGAIN AND SALE DEED on behalf of said corporation.



*Cecilee W. Tureman*  
NOTARY PUBLIC

# EXHIBIT A

County	APN #	Twp	Rng	Sec	Adjusted Parts	Acres
Elko	009-530-001	34N	66E	1	All except 0.23 Ac conv to WPR Co.	640.37
Elko	009-530-001	34N	66E	11	All	640.00
Elko	010-090-001	34N	67E	5	All	638.08
Elko	010-090-001	34N	67E	7	E/2 and ptn of W/2 east of the Nevada Northern Railroad as now constructed	366.98

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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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ASSIGNMENT OF INTEREST IN BIG SPRING RANCH, LLC

The undersigned Assignor, GHOLAMREZA ZANDIAN JAZI, currently holds an interest in BIG SPRING RANCH, LLC, a Nevada limited liability company, consisting of a membership, as well as a management right, and, in consideration of value received, GHOLAMREZA ZANDIAN JAZI herewith transfers and assigns to RAY KOROGHLI, individually, and FARIBORZ FRED SADRI, individually, and as Trustee of the Star Living Trust, all of the Assignor's right as Member or Manager in BIG SPRING RANCH, a Nevada LLC effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

The Assignor represents that the interest herewith assigned has not been transferred, assigned, encumbered, the subject of any agreement, or security interest and that he holds the full and complete rights, the subject of this Assignment. The Assignor irrevocably appoints the Assignee as the Attorney in Fact to transfer such interests on the books and records of BIG SPRING RANCH, LLC, a Nevada LLC, the Assignor agrees to separately execute a resignation as a Member and Manager of BIG SPRING RANCH, LLC, a Nevada LLC.

The undersigned executes this Assignment on the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
GHOLAMREZA ZANDIAN JAZI





ASSIGNMENT OF INTEREST IN  
NEVADA LAND & WATER RESOURCES, LLC

The undersigned Assignor, GHOLAMREZA ZANDIAN JAZI, currently holds an interest in NEVADA LAND & WATER RESOURCES, LLC, a Nevada limited liability company, consisting of a membership, as well as a management right, and, in consideration of value received, GHOLAMREZA ZANDIAN JAZI herewith transfers and assigns to RAY KOROGHLI, individually, and FARIBORZ FRED SADRI, individually, and as Trustee of the Star Living Trust, all of the Assignor's right as Member or Manager in NEVADA LAND & WATER RESOURCES, LLC, a Nevada LLC effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

The Assignor represents that the interest herewith assigned has not been transferred, assigned, encumbered, the subject of any agreement, or security interest and that he holds the full and complete rights, the subject of this Assignment. The Assignor irrevocably appoints the Assignee as the Attorney in Fact to transfer such interests on the books and records of NEVADA LAND & WATER, LLC, a Nevada LLC, the Assignor agrees to separately execute a resignation as a Member and Manager of NEVADA LAND & WATER RESOURCES, LLC, a Nevada LLC.

The undersigned executes this Assignment on the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
GHOLAMREZA ZANDIAN JAZI



JOHN PETER LEE, LTD.  
ATTORNEYS AT LAW  
830 LAS VEGAS BOULEVARD SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

1 RELS  
JOHN PETER LEE, LTD.  
2 JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
3 MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
4 830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
5 (702) 382-4044 Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant  
6

7 DISTRICT COURT

8 CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDIAN JAZI,  
10 Plaintiff,

CASE NO.: A511131  
DEPT. NO.: XIII

11 v.

12 RAY KOROGHLI, individually, FARIBORZ FRED)  
SADRI, individually, and as Trustee of the Star  
13 Living Trust, WENDOVER PROJECT, LLC, a  
Nevada limited liability company; BIG SPRING  
14 RANCH, LLC, a Nevada limited liability company,  
and NEVADA LAND AND WATER  
15 RESOURCES, LLC, a Nevada limited liability  
company,

RELEASE OF LIS PENDENS

16 Defendants.

17  
18 RAY KOROGHLI, individually and FARIBORZ  
FRED SADRI, individually,

19 Counterclaimants,

DATE: N/A  
TIME: N/A

20 v.

21 GHOLAMREZ ZANDIAN JAZI,

22 Counterdefendant.

23  
24 WENDOVER PROJECT, LLC,

25 Counterclaimant,

26 v.

27 GHOLAMREZ ZANDIAN JAZI,

28 Counterdefendant.

JOHN PETER LEE, LTD.  
ATTORNEYS AT LAW  
830 LAS VEGAS BOULEVARD SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

1 GHOLAMREZ ZANDIAN JAZI,  
2 Counterclaimant,  
3 v.  
4 WENDOVER PROJECT, LLC,  
5 Counterdefendant,

6 1334.022860-JLR

7 NOTICE is hereby given that the undersigned did, on the 30th day of January, 2006 file a  
8 Notice of Lis Pendens with the above-referenced Court, a copy of which was recorded with the Elko  
9 County Recorder as Document Number 548113 on February 2, 2006.

10 NOW THEREFORE, for valuable consideration, the undersigned does by these presents  
11 release, satisfy and discharge said Lis Pendens.

12 DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

13 JOHN PETER LEE, LTD.

14  
15 BY: \_\_\_\_\_  
16 John Peter Lee, Esq.  
17 Nevada Bar No. 001768  
18 Michael A. Reynolds, Esq.  
19 Nevada Bar No. 008631  
20 830 Las Vegas Boulevard South  
21 Las Vegas, Nevada 89101  
22 Ph: (702) 382-4044/Fax: (702) 383-9950  
23 Attorneys for Plaintiffs  
24  
25  
26  
27  
28

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1 RELS  
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2 JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
3 MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
4 830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
5 (702) 382-4044 Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant  
6

7 DISTRICT COURT

8 CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDIAN JAZI,  
10 Plaintiff,

CASE NO.: A511131  
DEPT. NO.: XIII

11 v.

12 RAY KOROGHLI, individually, FARIBORZ FRED  
SADRI, individually, and as Trustee of the Star  
13 Living Trust, WENDOVER PROJECT, LLC, a  
Nevada limited liability company; BIG SPRING  
14 RANCH, LLC, a Nevada limited liability company,  
and NEVADA LAND AND WATER  
15 RESOURCES, LLC, a Nevada limited liability  
company,

RELEASE OF LIS PENDENS

16 Defendants.  
17

18 RAY KOROGHLI, individually and FARIBORZ  
FRED SADRI, individually,

19 Counterclaimants,  
20

DATE: N/A  
TIME: N/A

21 v.

22 GHOLAMREZ ZANDIAN JAZI,

23 Counterdefendant.  
24

25 WENDOVER PROJECT, LLC,

26 Counterclaimant,  
27

28 v.

GHOLAMREZ ZANDIAN JAZI,

Counterdefendant.

**JOHN PETER LEE, LTD.**  
ATTORNEYS AT LAW  
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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 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  
15 BY: \_\_\_\_\_  
16 John Peter Lee, Esq.  
17 Nevada Bar No. 001768  
18 Michael A. Reynolds, Esq.  
19 Nevada Bar No. 008631  
20 830 Las Vegas Boulevard South  
21 Las Vegas, Nevada 89101  
22 Ph: (702) 382-4044/Fax: (702) 383-9950  
23 Attorneys for Plaintiffs  
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Nevada Bar No. 008631  
4 830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
5 (702) 382-4044 Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant  
6

7 **DISTRICT COURT**  
8 **CLARK COUNTY, NEVADA**

9 GHOLAMREZA ZANDIAN JAZI,  
10 Plaintiff,  
11 v.  
12 RAY KOROGHLI, individually, FARIBORZ FRED  
13 SADRI, individually, and as Trustee of the Star  
14 Living Trust, WENDOVER PROJECT, LLC, a  
15 Nevada limited liability company; BIG SPRING  
16 RANCH, LLC, a Nevada limited liability company,  
and NEVADA LAND AND WATER  
17 RESOURCES, LLC, a Nevada limited liability  
company,  
18 Defendants.

CASE NO.: A511131.  
DEPT. NO.: XIII

**RELEASE OF LIS PENDENS**

18 RAY KOROGHLI, individually and FARIBORZ  
19 FRED SADRI, individually,  
20 Counterclaimants,  
21 v.  
22 GHOLAMREZ ZANDIAN JAZI,  
23 Counterdefendant.

DATE: N/A  
TIME: N/A

24 WENDOVER PROJECT, LLC,  
25 Counterclaimant,  
26 v.  
27 GHOLAMREZ ZANDIAN JAZI,  
28 Counterdefendant.

JOHN PETER LEE, LTD.  
ATTORNEYS AT LAW  
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LAS VEGAS, NEVADA 89101  
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Telecopier (702) 383-9950

1 GHOLAMREZ ZANDIAN JAZI,  
2 Counterclaimant,  
3 v.  
4 WENDOVER PROJECT, LLC,  
5 Counterdefendant,

6 1334.022860-JLR

7 NOTICE is hereby given that the undersigned did, on the 14th day of October, 2005 file a  
8 Notice of Lis Pendens with the above-referenced Court, a copy of which was recorded with the  
9 Washoe County Recorder as Document Number 3301912 on November 3, 2005.

10 NOW THEREFORE, for valuable consideration, the undersigned does by these presents  
11 release, satisfy and discharge said Lis Pendens.

12 DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

13 JOHN PETER LEE, LTD.

14  
15 BY: \_\_\_\_\_  
16 John Peter Lee, Esq.  
17 Nevada Bar No. 001768  
18 Michael A. Reynolds, Esq.  
19 Nevada Bar No. 008631  
20 830 Las Vegas Boulevard South  
21 Las Vegas, Nevada 89101  
22 Ph: (702) 382-4044/Fax: (702) 383-9950  
23 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.  
Nevada Bar No. 008631  
4 830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
5 (702) 382-4044 Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant  
6

7 DISTRICT COURT

8 CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDIAN JAZI, )  
10 Plaintiff, )  
11 v. )  
12 RAY KOROGHLI, individually, FARIBORZ FRED )  
SADRI, individually, and as Trustee of the Star )  
13 Living Trust, WENDOVER PROJECT, LLC, a )  
Nevada limited liability company; BIG SPRING )  
14 RANCH, LLC, a Nevada limited liability company, )  
and NEVADA LAND AND WATER )  
15 RESOURCES, LLC, a Nevada limited liability )  
company, )  
16 Defendants.

CASE NO.: A511131  
DEPT. NO.: XIII

RELEASE OF LIS PENDENS

18 RAY KOROGHLI, individually and FARIBORZ )  
FRED SADRI, individually, )  
19 Counterclaimants, )  
20 v. )  
21 GHOLAMREZ ZANDIAN JAZI, )  
22 Counterdefendant. )

DATE: N/A  
TIME: N/A

24 WENDOVER PROJECT, LLC, )  
25 Counterclaimant, )  
26 v. )  
27 GHOLAMREZ ZANDIAN JAZI, )  
28 Counterdefendant. )

JOHN PETER LEE, LTD.  
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Telephone (702) 382-4044  
Telecopier (702) 383-9950

1 GHOLAMREZ ZANDIAN JAZI,  
2 Counterclaimant,  
3 v.  
4 WENDOVER PROJECT, LLC,  
5 Counterdefendant,

6 1334.022860-JLR

7 NOTICE is hereby given that the undersigned did, on the 16th day of November, 2005 file  
8 a Notice of Lis Pendens with the above-referenced Court, a copy of which was recorded with the  
9 Clark County Recorder in Book/Instrument 20051116-0004202 on November 16, 2005.

10 NOW THEREFORE, for valuable consideration, the undersigned does by these presents  
11 release, satisfy and discharge said Lis Pendens.

12 DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

13 JOHN PETER LEE, LTD.

14  
15 BY: \_\_\_\_\_  
16 John Peter Lee, Esq.  
17 Nevada Bar No. 001768  
18 Michael A. Reynolds, Esq.  
19 Nevada Bar No. 008631  
20 830 Las Vegas Boulevard South  
21 Las Vegas, Nevada 89101  
22 Ph: (702) 382-4044/Fax: (702) 383-9950  
23 Attorneys for Plaintiffs  
24  
25  
26  
27  
28





DEAN HELLER  
 Secretary of State  
 202 North Carson Street  
 Carson City, Nevada 89701-4201  
 (775) 684 5708  
 Website: secretaryofstate.biz

**Certificate of Resignation of Officer,  
 Director, Manager, Member, General  
 Partner, Trustee or Subscriber**

ABOVE SPACE IS FOR OFFICE USE ONLY

**Certificate of Resignation of  
 Officer, Director, Manager, Member,  
 General Partner, Trustee or Subscriber**

1. The name and title(s) of person that desires to resign:

GHOLAMREZA ZANDIAN JAZI  
 (Name)

Manager  
 (Title(s))

2. The name and file number of the entity for which resignation is being made:

WENDOVER PROJECT L.L.C.  
 (Name of Entity)

(File Number)

3. Signature: \_\_\_\_\_

4. Fee: \$75.00 per form. Resignation of one person from one entity per form.

*This form must be accompanied by appropriate fees.*

Nevada Secretary of State Resignation of Officer 2003  
 Revised on: 02/03/06





DEAN HELLER  
 Secretary of State  
 202 North Carson Street  
 Carson City, Nevada 89701-4201  
 (775) 684 5708  
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**Certificate of Resignation of Officer,  
 Director, Manager, Member, General  
 Partner, Trustee or Subscriber**

ABOVE SPACE IS FOR OFFICE USE ONLY

**Certificate of Resignation of  
 Officer, Director, Manager, Member,  
 General Partner, Trustee or Subscriber**

1. The name and title(s) of person that desires to resign:

GHOLAMREZA ZANDIAN JAZI  
 (Name)

Manager  
 (Title(s))

2. The name and file number of the entity for which resignation is being made:

NEVADA LAND & WATER RESOURCES, L.L.C.  
 (Name of Entity)

(File Number)

3. Signature: \_\_\_\_\_

4. Fee: \$75.00 per form. Resignation of one person from one entity per form.

*This form must be accompanied by appropriate fees.*

Nevada Secretary of State Resignation of Officer 2003  
 Revised on: 02/03/05





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.*

Nevada Secretary of State Resignation of Officer 2003  
 Revised on: 02/03/06





**JOHN PETER LEE, LTD.**  
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1 RCPT  
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5 (702) 382-4044 Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant  
6

7 **DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

9 GHOLAMREZA ZANDIAN JAZI, )

10 Plaintiff, )

11 v. )

12 RAY KOROGHLI, individually, FARIBORZ FRED )  
SADRI, individually, and as Trustee of the Star )  
13 Living Trust, WENDOVER PROJECT, LLC, a )  
Nevada limited liability company; BIG SPRING )  
14 RANCH, LLC, a Nevada limited liability company, )  
and NEVADA LAND AND WATER )  
15 RESOURCES, LLC, a Nevada limited liability )  
company, )

16 Defendants. )

17 \_\_\_\_\_ )  
18 RAY KOROGHLI, individually and FARIBORZ )  
FRED SADRI, individually, )

19 Counterclaimants, )

20 v. )

21 GHOLAMREZ ZANDIAN JAZI, )

22 Counterdefendant. )

23 \_\_\_\_\_ )  
24 WENDOVER PROJECT, LLC, )

25 Counterclaimant, )

26 v. )

27 GHOLAMREZ ZANDIAN JAZI, )

28 Counterdefendant. )

CASE NO.: A511131  
DEPT. NO.: XIII

**RECEIPT**

DATE: N/A  
TIME: N/A

1 GHOLAMREZ ZANDIAN JAZI,  
2 Counterclaimant,  
3 v.  
4 WENDOVER PROJECT, LLC,  
5 Counterdefendant,

6 1334.022860-JLR

7 RECEIPT of \$250,000 made payable to John Peter Lee, Ltd., in compliance and in  
8 conformity with the Award of Floyd Hale, Arbitrator dated September 20, 2006 is acknowledged this  
9 \_\_\_ day of \_\_\_\_\_, 2006.

10 JOHN PETER LEE, LTD.

11  
12 BY: \_\_\_\_\_  
13 John Peter Lee, Esq.  
14 Nevada Bar No. 001768  
15 Michael A. Reynolds, Esq.  
16 Nevada Bar No. 008631  
17 830 Las Vegas Boulevard South  
18 Las Vegas, Nevada 89101  
19 Ph: (702) 382-4044/Fax: (702) 383-9950  
20 Attorneys for Plaintiff/Counterdefendant

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**MUTUAL RELEASE OF CLAIMS**

This Mutual Release of Claims is made this \_\_\_\_\_ day of \_\_\_\_\_, 2006 by and between GHOLAMREZA ZANDIAN JAZI ("Zandian"), Ray Koroghli ("Koroghi"), Fariborz Fred Sadri ("Sadri"), Wendover Project, LLC ("Wendover"), Nevada Land and Water Resources, LLC ("Nevada Land") and Big Spring Ranch, LLC, ("Big Spring"). For purposes of this agreement, Zandian is hereinafter called Plaintiff and all of the individuals and LLCs are jointly called Defendants.

**RECITALS**

WHEREAS disputes have arisen by and between the Plaintiff and the Defendants resulting in litigation which was commenced in the District Court, Clark County Nevada, given Case No. A511131; and

WHEREAS the matter was thereafter referred to arbitration before Floyd A. Hale by an agreement; and

WHEREAS, in addition to the Complaint, the Defendants filed various Counterclaims against the Plaintiff in the District Court action, all of which claims were heretofore referred to Floyd A. Hale to arbitrate; and

WHEREAS the parties to this Release, Plaintiff and the Defendants, commenced the arbitration process before Floyd A. Hale, which commenced on the 22nd day of August, 2006 and ended on the 8th day of September, 2006; and

WHEREAS on the latter date an order was entered on the record concerning settlement of the claims asserted by the Plaintiff, and the counterclaims asserted by the Defendants, which will be reduced to an order entered in the arbitration proceedings; and

WHEREAS the order provides for the release of certain rights by the parties, one against the other, and the payment of sums by certain of the Defendants, all as set forth in separate instruments, and further set forth in the Arbitration Order; and

WHEREAS these parties desire to settle and resolve all issues, allegations, claims, rights, defenses and obligations and causes of action asserted, or which could have been asserted by the Plaintiff against the Defendants and the Defendants against the Plaintiff;

NOW THEREFORE in consideration of these Recitals and the mutual covenants, promises and conditions hereinafter set forth, these parties agree as follows:

1. In consideration of the mutual covenants of the parties hereto, their heirs, executors, administrators, assigns, representative trustees, beneficiaries, directors, officers, employees, agents and attorneys and assigns to enter to this Mutual Release whereby the Plaintiff releases the Defendants and the Defendants release the Plaintiff from any and all demands, claims, damages, lawsuits, causes of action, costs and expenses of whatever character, known or unknown, and whenever occurring in the past, in the present or which will accrue in the future in any way, which are directly or indirectly related to the demands, claims and causes of action alleged, or which could have been alleged by the parties in the Complaint, the Amended Complaint and the various Counterclaims, or any amendments which could have been filed in the underlying proceedings.

2. The parties recognize that the Plaintiff and that the Defendants each may have claims against the others, of which they are unaware, it is the intention of the parties entering into this Mutual Release that this instrument will terminate the claim of the Plaintiff as against the Defendants and the Defendants against the Plaintiff, and prevent them from asserting the same. To this end, the

parties, and each of them, do waive all rights and benefits conferred upon them by statute or common law of any jurisdiction which has provisions which provides generally as follows:

“a general release does not extend to claims which the creditor does know or suspect in his favor at the time of executing the Release, which, if known by him, must have materially effected his settlement with the Debtor.”

The Plaintiff indemnifies the Defendants and the Defendants indemnify the Plaintiff from any and all claims asserted against any of them as a result of, or in connection with, any action or proceeding brought directly or indirectly on behalf, in the name of anyone claiming standing through the Plaintiff or the Defendants, contrary to the provisions of the Releases as provided for in this agreement.

3. This mutual settlement agreement is a compromise of disputed claims and arises out of, connected with, and relating to the underlying action and is not to be constructed as an admission of liability on the part of any party, all of whom expressly deny liability.

4. The construction, effect and validity of this agreement is governed by the laws of the State of Nevada and shall bind and inure to the benefit of each party and constitutes the entire agreement among the parties with respect to the subject hereto and may not be amended, except in writing, executed by the party to be charged.

5. Each party agrees to do anything necessary, and to execute all instruments necessary proper to effectuate the provisions and intent of this agreement, and each party shall mark cancelled and deliver to the other all evidence of any debt or obligation owed to the other, including Notes, Deeds of Trust or promises to pay, including, but not limited to, that certain Promissory Note

executed by Zandian in favor of Fariborz Fred Sadri and the Star Living Trust for \$333,333 secured by a Deed of Trust on 4,400 acres of property in Washoe County, Nevada.

6. Each party warrants that he has the power, capacity and authority to enter into this Mutual Release.

7. The Plaintiff and the Defendants separately acknowledge that their execution of this Release is freely and voluntarily done, and that all Recitals are true and correct, and they have not assigned or transferred to any person the matters released hereunder.

8. All the terms and conditions herein are severable in the event that any terms held are considered unenforceable by any court of competent jurisdiction. This agreement shall be interpreted as if the unenforceable terms were not contained herein.

9. This mutual agreement shall not create any rights in any person who is not a party hereto.

10. This mutual settlement agreement may be signed in multiple originals, each of which is considered a counterpart of the others, and taken together shall constitute one original.

DATED the day above first written.

---

GHOLAMREZA ZANDIAN JAZI

---

RAY KOROGHLI, individually

---

FARIBORZ FRED SADRI, individually and  
as Trustee of the Star Living Trust

WENDOVER PROJECT, LLC

BY: \_\_\_\_\_

NEVADA LAND & WATER RESOURCES, LLC

BY: \_\_\_\_\_

BIG SPRING RANCH, LLC

BY: \_\_\_\_\_





1 ARB  
2 FLOYD A. HALE, ESQ.  
3 Nevada Bar No. 1873  
4 JAMS  
5 2300 W. Sahara, #900  
6 Las Vegas, NV 89102  
7 Ph: (702) 457-5267  
8 Fax: (702) 437-5267  
9 Arbitrator.

RECEIVED  
MAR 02 2007  
JOHN PETER LEE, LTD.

DISTRICT COURT  
CLARK COUNTY, NEVADA

10 GHOLAMREZA ZANDIAN JAZI, ) Case No. A511131  
11 ) ) Dept. No. XII  
12 Plaintiff, )  
13 vs. )  
14 RAY KOROGHLI, individually, )  
15 FABIRORZ FRED SADRI, individually, )  
16 and as Trustee of the Star Living Trust, )  
17 WENDOVER PROJECT, LLC, a Nevada )  
18 limited liability company; BIG SPRING )  
19 RANCH, LLC, a Nevada limited liability )  
20 company, and NEVADA LAND AND )  
21 WATER RESOURCES, LLC, a Nevada )  
22 limited liability company, )  
23 Defendants. )

ARBITRATOR REPORT AND RECOMMENDATION TO  
DISTRICT COURT

23 This matter was submitted to Arbitration and Arbitration Hearings were conducted for two  
24 days, as well as the submission of voluminous exhibits, depositions and briefs. During the  
25 Arbitration proceeding, the parties agreed to meet with the Arbitrator in an effort to resolve the  
26 dispute. With agreement of counsel, the parties met directly with the Arbitrator and an agreement  
27 for a final conclusion of this matter was read into the record, being recorded by a court reporter.  
28

FLOYD A. HALE  
SPECI  
STER  
2300 W. SAHARA, SUITE 900  
LAS VEGAS, NEVADA 89102  
PHONE (702) 457-5267 Email fhaile@floydahale.com

1 The undersigned then issued an Arbitration Decision based upon the evidence submitted as well  
2 as the agreement of the parties.

3  
4 On January 11, 2007, counsel for the parties conducted a hearing before this Court  
5 regarding confirmation of the Arbitration Award. Counsel for the parties could not reach an  
6 agreement as to what documents needed to be signed to effect the Arbitration Decision. For that  
7 reason, the matter was referred back to the Arbitrator for further proceedings. The actual  
8 reference, contained in page 25, line 6-14 of the January 11, 2007, transcript is as follows:

9  
10 THE COURT: I'm going to resolve your problem. Its real easy. I am  
11 going to refer the matter back to Floyd Hale for further proceedings,  
12 consistent with the 9/8/06 transcript. Those will include getting the  
13 mechanism for the spouses of the parties to sign the documents, getting  
14 a mechanism for the waiver of the release of the rights of first refusal  
15 that exist, entering into the settlement agreement the parties entered  
16 into. If he is unable to reach an agreement among the parties, then I  
17 will have the final word.

18  
19 The District Court has already indicated that wives of the principals will need to sign  
20 documents. The following report and recommendation will reference the parties to the  
21 Arbitration with the understanding that the District Court has already indicated that wives for  
22 those parties will be required to sign all necessary documents.

23  
24 IT IS REPORTED AND RECOMMENDED to the Court that the following documents  
25 will need to be executed by the parties and their wives:

26  
27 4,400 acres of real estate, owned by Poh Rah, LLC: The only members of the Pah Rah,  
28 LLC are the parties to this action: Zandian Jazi; Ray Koroghli and Fred Sadri. These parties will  
be required to sign a Grant Bargain Sale Deed to transfer the 4,400 acres of real estate to Zandian  
Jazi. Fred Sadri will need to execute a full reconveyance of the Deed of Trust and release the  
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 fhaale@floydahale.com

FLOYD A HALE  
SPECI  
STER  
2300 W. SNA  
LAS VEGAS, NEVADA 89102  
PHONE (702) 457-5267 EMAIL fhaile@floydhaile.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 Koraghli may, however, execute the  
16 payment check or draft in whatever representative capacity that they believe is the most  
17 appropriate.  
18

19           Transfer of Wendover Project, LLC Interest: Zandian Jazi has agreed to waive or transfer  
20 any interest that he has, if any, in the Wendover Project, LLC. Mr. Netzorg has argued that it is  
21 incumbent upon Mr. Zandian Jazi to obtain signatures on waivers of rights of first refusal from  
22 all members of the LLC. This was not part of the settlement agreement and the District Court  
23 should be aware that the Defendants contested that Zandian Jazi even owned rights in the  
24 Wendover Project, LLC at the time of the arbitration.  
25  
26

27           It is the Report and Recommendation of the Arbitrator that Zandian Jazi sign a transfer  
28 of all interest that he owns in the Wendover Project, LLC directly to: "Wendover Project, LLC."

FLOYD R. HALE  
SPECIAL COUNSEL  
2300 W. SARAH, S.E. SUITE 900  
LAS VEGAS, NEVADA 89102  
PHONE (702) 457-5267 EMAIL fhaale@floyd hale.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 allocation 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 Big Springs Ranch, LLC: As with the Wendover Project, LLC, Mr. Zandian Jazi will be  
13 required to execute a transfer of interest and waiver of any interest of the Big Springs Ranch,  
14 LLC, directly to: "Big Springs Ranch, LLC." He must also execute a waiver of right of first  
15 refusal that he would have under that LLC. As stated with the Wendover Project, LLC, it is the  
16 duty of the managing members of the Big Springs Ranch, LLC, to make an appropriate  
17 distribution or allocation of this interest. The remaining managing members of the Big Springs  
18 Ranch, LLC must either transfer the property as required by the operating agreement or obtain  
19 whatever waivers of rights of first refusal that are necessary to make a transfer which they believe  
20 are necessary.  
21

22 CONCLUSION:

23 Mr. Netzorg has contested the requirement that the receiving LLC entities are required to  
24 obtain waivers of rights of first refusal. Actually, waivers are not necessary if the receiving  
25 interest is transferred pursuant to the operating agreement. If the managing members want to  
26  
27  
28

1 obtain waivers of rights of first refusal to make a different distribution, they are certainly free to  
2 do so. That should not be the burden of Mr. Zandian Jazi.

3  
4 Mr. Netzorg has also asked for numerous documents regarding a purported transfer of Mr.  
5 Zandian Jazi's shipyard stock. There was absolutely no evidence that any entity related to these  
6 proceedings acknowledged receipt of that stock or issued any credit related to receipt of that  
7 stock. Although that stock was discussed during the Arbitration proceedings, there was no  
8 competent evidence regarding that stock being relevant to the Arbitration proceedings.  
9

10 RESPECTFULLY SUBMITTED this 28<sup>th</sup> day of February, 2007

11 By: 

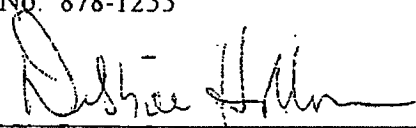
12 FLOYD A. HALE  
13 2300 W. Sahara, #900  
14 Las Vegas, NV 89102  
15 Arbitrator

16 CERTIFICATE OF FACSIMILE AND MAIL

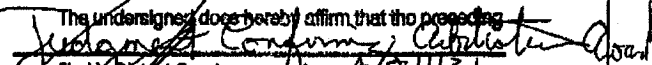
17 I hereby certify that on the 28<sup>th</sup> day of February, 2007, I faxed and mailed a true and  
18 correct copy of the foregoing addressed to:

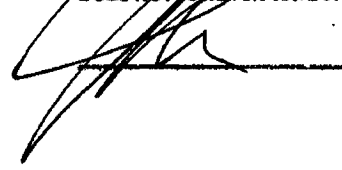
19 John Peter Lee, Esq.  
20 830 Las Vegas Boulevard South  
21 Las Vegas, NV 89101  
22 Attorneys for Plaintiffs  
23 Fax No. 383-9950

24 John Netzorg, Esq.  
25 2810 West Charleston Blvd. #H-81  
26 Las Vegas, NV 89102  
27 Attorneys for Defendants  
28 Fax No. 878-1255

By:   
Employee of Jams

**AFFIRMATION**  
Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding  
  
filed in District Court case number A/S/11/31  
DOES NOT contain the social security number of any person.

 Date 6/8/07

FLOYD A. HALE  
SPECULATOR  
2300 W. SAHARA, S.E., SUITE 900  
LAS VEGAS, NEVADA 89102  
PHONE (702) 457-5267 EMAIL fhale@floydhale.com

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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**RECEIPT OF COPY**

RECEIPT OF COPY of the foregoing NOTICE OF ENTRY OF JUDGMENT  
CONFIRMING ARBITRATION AWARD is hereby acknowledged this 8th day of June, 2007.

JAMS, The Resolution Experts

By: Floyd A. Hale, Esq.  
Floyd A. Hale, Esq.  
2300 West Sahara Avenue #900  
Las Vegas, Nevada 89102

John M. Netzorg, Esq. (C. Dawn)  
John M. Netzorg, Esq.  
2810 West Charleston Boulevard #81  
Las Vegas, Nevada 89102  
Attorneys for Defendants

**AFFIRMATION**  
Pursuant to NRS 239B.030  
The undersigned does hereby affirm that the preceding  
NOE / JUDGMENT  
filed in District Court case number 251131  
DOES NOT contain the social security number of any person.  
[Signature] Date 6/8/07

ORIGINAL

18

1 **ORDER**  
 2 JOHN PETER LEE, LTD.  
 3 JOHN PETER LEE, ESQ.  
 Nevada Bar No. 001768  
 4 MICHAEL A. REYNOLDS, ESQ.  
 Nevada Bar No. 008631  
 5 830 Las Vegas Boulevard South  
 Las Vegas, Nevada 89101  
 (702) 382-4044 Fax: (702) 383-9950  
 Attorneys for Plaintiff/Counterdefendant  
 6 GHOLAMREZA ZANDIAN JAZI

FILED  
 JUL 20 1 47 PM '07

*Cliff Smith*  
 CLERK OF THE COURT

DISTRICT COURT

CLARK COUNTY, NEVADA

10 GHOLAMREZA ZANDIAN JAZI, )  
 11 Plaintiff, )  
 12 v. )  
 13 RAY KOROGHLI, individually, FARIBORZ FRED )  
 14 SADRI, individually, and as Trustee of the Star )  
 Living Trust, WENDOVER PROJECT, LLC, a )  
 Nevada limited liability company; BIG SPRING )  
 15 RANCH, LLC, a Nevada limited liability company, )  
 and NEVADA LAND AND WATER )  
 16 RESOURCES, LLC, a Nevada limited liability )  
 company, )  
 17 Defendants. )

CASE NO.: A511131  
 DEPT. NO.: XI

ORDER ON POST-JUDGMENT MOTIONS

19 RAY KOROGHLI, individually and FARIBORZ )  
 FRED SADRI, individually, )  
 20 Counterclaimants, )  
 21 v. )  
 22 GHOLAMREZA ZANDIAN JAZI, )  
 23 Counterdefendant. )  
 24 \_\_\_\_\_ )  
 WENDOVER PROJECT, LLC, )  
 25 Counterclaimant, )  
 26 v. )  
 27 GHOLAMREZA ZANDIAN JAZI, )  
 28 Counterdefendant. )

JOHN PETER LEE, LTD.  
 ATTORNEYS AT LAW  
 830 LAS VEGAS BLVD. SOUTH  
 LAS VEGAS, NEVADA 89101  
 Telephone (702) 382-4044  
 Telecopier (702) 383-9950

RECEIVED  
 JUL 20 2007  
 CLERK OF THE COURT



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 \_\_\_\_\_ )  
2 GHOLAMREZA ZANDIAN JAZI, )  
3 Counterclaimant, )  
4 v. )  
5 WENDOVER PROJECT, LLC, )  
6 Counterdefendant. )

7 1334.022860-sy


8 **ORDER ON POST-JUDGMENT MOTIONS**

9 Defendants' Motion for Re-hearing and Motion to Amend or Alter Judgment Pursuant to  
10 NRCP 59 (e), or in the Alternative, Motion for New Trial Pursuant to NRCP 59 (a) came before this  
11 Court for hearing on July 17, 2007. Michael A. Reynolds, Esq., and Yvette R. Freedman, Esq., of  
12 the law firm of John Peter Lee, Ltd., appeared on behalf of Plaintiff, Gholamereza Zandian Jazi, and  
13 Steven L. Day, Esq., of Cohen, Johnson and Day, appeared on behalf of all Defendants.

14 The Court having considered the pleadings on file and the arguments of counsel,


15 IT IS HEREBY ORDERED that Defendants' Motions are denied.

16 Dated this 19 day of July, 2007.

17  JK  
18 HONORABLE ELIZABETH GONZALEZ  
19 DISTRICT COURT JUDGE, DEPARTMENT 11

20 RESPECTFULLY SUBMITTED BY:

21 JOHN PETER LEE, LTD.

22  
23 BY:   
24 JOHN PETER LEE, ESQ.  
25 Nevada Bar No. 001768  
26 MICHAEL A. REYNOLDS, ESQ.  
27 Nevada Bar No. 008631  
28 830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
(702) 382-4044 Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant  
GHOLAMREZA ZANDIAN JAZI

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FILED

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*[Signature]*  
CLERK OF THE COURT

1 **NEOJ**  
 2 JOHN PETER LEE, LTD.  
 3 JOHN PETER LEE, ESQ.  
 Nevada Bar No. 001768  
 4 MICHAEL A. REYNOLDS, ESQ.  
 Nevada Bar No. 008631  
 5 830 Las Vegas Boulevard South  
 Las Vegas, Nevada 89101  
 (702) 382-4044 Fax: (702) 383-9950  
 Attorneys for Plaintiff/Counterdefendant  
 6 **GHOLAMREZA ZANDIAN JAZI**

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

10 GHOLAMREZA ZANDIAN JAZI, )  
 11 )  
 Plaintiff, )  
 12 v. )  
 13 RAY KOROGHLI, individually, FARIBORZ FRED )  
 14 SADRI, individually, and as Trustee of the Star )  
 Living Trust, WENDOVER PROJECT, LLC, a )  
 15 Nevada limited liability company; BIG SPRING )  
 RANCH, LLC, a Nevada limited liability company, )  
 16 and NEVADA LAND AND WATER )  
 RESOURCES, LLC, a Nevada limited liability )  
 company, )  
 17 )  
 Defendants. )

CASE NO.: A511131  
DEPT. NO.: XI

**NOTICE OF ENTRY OF ORDER**

19 RAY KOROGHLI, individually and FARIBORZ )  
 20 FRED SADRI, individually, )  
 )  
 Counterclaimants, )  
 21 v. )  
 22 GHOLAMREZA ZANDIAN JAZI, )  
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 Counterdefendant. )  
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 25 WENDOVER PROJECT, LLC, )  
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 Counterclaimant, )  
 27 v. )  
 28 GHOLAMREZA ZANDIAN JAZI, )  
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 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

**RECEIVED**

JUL 23 2007

CLERK OF THE COURT

1 GHOLAMREZA ZANDIAN JAZI, )  
2 Counterclaimant, )  
3 v. )  
4 WENDOVER PROJECT, LLC, )  
5 Counterdefendant. )

6 1334.022860-sy

7 **NOTICE OF ENTRY OF ORDER**

8 PLEASE TAKE NOTICE the Order On Post-Judgment Motions which is attached hereto was  
9 entered on July 20, 2007.

10 Dated this 20 day of July, 2007.

11 JOHN PETER LEE, LTD.

12 BY:   
13 JOHN PETER LEE, ESQ.  
14 Nevada Bar No. 001768  
15 MICHAEL A. REYNOLDS, ESQ.  
16 Nevada Bar No. 008631  
17 830 Las Vegas Boulevard South  
18 Las Vegas, Nevada 89101  
19 Ph: (702) 382-4044/Fax: (702) 383-9950  
20 email: [info@johnpeterlee.com](mailto:info@johnpeterlee.com)

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JOHN PETER LEE, LTD.  
ATTORNEYS AT LAW  
830 LAS VEGAS BLVD. SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

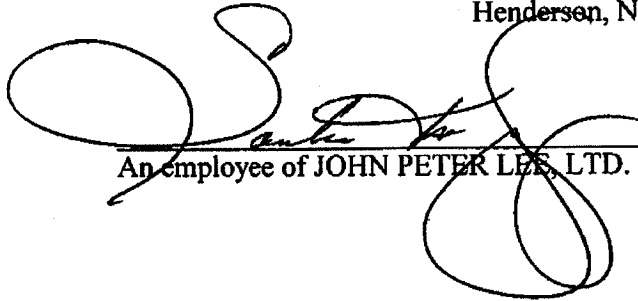
**CERTIFICATE OF MAILING**

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HEREBY CERTIFY that on the 27th day of July, 2007, I served a copy of the foregoing NOTICE OF ENTRY OF ORDER ON POST-JUDGMENT MOTIONS in the above captioned matter by enclosing it in a sealed envelope upon which first class postage was fully prepaid addressed to:

John M. Netzorg, Esq.  
2810 West Charleston Blvd., #H-81  
Las Vegas, Nevada 89102

Steven L. Day  
Cohen, Johnson & Day  
1060 West Wigman Pkwy  
Henderson, Nevada 89074

  
An employee of JOHN PETER LEE, LTD.

**JOHN PETER LEE, LTD.**  
ATTORNEYS AT LAW  
830 LAS VEGAS BLVD. SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

~~CONFIDENTIAL~~

FILED

JUL 20 1 47 PM '07

*Cliff Shaw*  
CLERK OF THE COURT

1 **ORDER**  
2 JOHN PETER LEE, LTD.  
3 JOHN PETER LEE, ESQ.  
4 Nevada Bar No. 001768  
5 MICHAEL A. REYNOLDS, ESQ.  
6 Nevada Bar No. 008631  
7 830 Las Vegas Boulevard South  
8 Las Vegas, Nevada 89101  
9 (702) 382-4044 Fax: (702) 383-9950  
10 *Attorneys for Plaintiff/Counterdefendant*  
11 **GHOLAMREZA ZANDIAN JAZI**

8 **DISTRICT COURT**  
9 **CLARK COUNTY, NEVADA**

10 GHOLAMREZA ZANDIAN JAZI, )  
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CASE NO.: A511131  
DEPT. NO.: XI

10 v. )  
11 )  
12 )  
13 **RAY KOROGHLI, individually, FARIBORZ FRED**)  
14 **SADRI, individually, and as Trustee of the Star**)  
15 **Living Trust, WENDOVER PROJECT, LLC, a**)  
16 **Nevada limited liability company; BIG SPRING**)  
17 **RANCH, LLC, a Nevada limited liability company,**)  
18 **and NEVADA LAND AND WATER**)  
19 **RESOURCES, LLC, a Nevada limited liability**)  
20 **company,**)  
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**ORDER ON POST-JUDGMENT  
MOTIONS**

19 **RAY KOROGHLI, individually and FARIBORZ**)  
20 **FRED SADRI, individually,**)  
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25 **WENDOVER PROJECT, LLC,**)  
26 )  
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27 v. )  
28 **GHOLAMREZA ZANDIAN JAZI,**)  
Counterdefendant.)

**JOHN PETER LEE, LTD.**  
ATTORNEYS AT LAW  
830 LAS VEGAS BLVD. SOUTH  
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1 \_\_\_\_\_ )  
2 GHOLAMREZA ZANDIAN JAZI, )  
3 Counterclaimant, )  
4 v. )  
5 WENDOVER PROJECT, LLC, )  
6 Counterdefendant. )  
7 \_\_\_\_\_ )

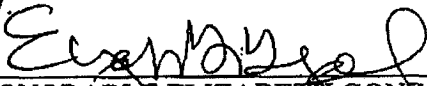
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**ORDER ON POST-JUDGMENT MOTIONS**

9 Defendants' Motion for Re-hearing and Motion to Amend or Alter Judgment Pursuant to  
10 NRCPC 59 (e), or in the Alternative, Motion for New Trial Pursuant to NRCPC 59 (a) came before this  
11 Court for hearing on July 17, 2007. Michael A. Reynolds, Esq., and Yvette R. Freedman, Esq., of  
12 the law firm of John Peter Lee, Ltd., appeared on behalf of Plaintiff, Gholamreza Zandian Jazi, and  
13 Steven L. Day, Esq., of Cohen, Johnson and Day, appeared on behalf of all Defendants.


14 The Court having considered the pleadings on file and the arguments of counsel,  
15 IT IS HEREBY ORDERED that Defendants' Motions are denied.

16 Dated this 19 day of July, 2007.

17  \*  
18 HONORABLE ELIZABETH GONZALEZ  
19 DISTRICT COURT JUDGE, DEPARTMENT 11

20 RESPECTFULLY SUBMITTED BY:

21 JOHN PETER LEE, LTD.

22  
23 BY:   
24 JOHN PETER LEE, ESQ.  
25 Nevada Bar No. 001768  
26 MICHAEL A. REYNOLDS, ESQ.  
27 Nevada Bar No. 008631  
28 830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
(702) 382-4044 Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant  
GHOLAMREZA ZANDIAN JAZI

## CIVIL COURT MINUTES

05-A-511131-C Jazi, Gholamreza Z vs Koroghli, Ray

---

11/28/05 09:00 AM 00 PLTF'S MTN TO DISMISS COMPLAINT OR  
COMPEL ARBITRATION /01

HEARD BY: Mark R. Denton, Judge; Dept. 13

OFFICERS: Sue Burdette, Court Clerk

PARTIES: NO PARTIES PRESENT

John Netzorg, Esq., present.

Mr. Netzorg advised the matter is resolved and there are no other matters to come before the Court today. COURT ORDERED, matter OFF CALENDAR.

CLERK'S NOTE: LATER, it was determined that a Stipulation for arbitration was filed.../sb

---

04/17/06 09:00 AM 00 DEFT'S MTN TO DISMISS COMPLAINT /02

HEARD BY: Mark R. Denton, Judge; Dept. 13

OFFICERS: Sue Burdette, Court Clerk

PARTIES: NO PARTIES PRESENT

COURT finds there are no appearances; finds that counsel has contacted Chambers and indicated the parties are stipulating to arbitration; and ORDERED, matter OFF CALENDAR.

CIVIL COURT MINUTES

05-A-511131-C Jazi, Gholamreza Z

vs Koroghli, Ray

CONTINUED FROM PAGE: 001

12/22/06 ??:?? ?M 00 MINUTE ORDER RE: INCORRECT CASE REASSIGNMENT

HEARD BY: Elizabeth Gonzalez, Judge; Dept. 11

OFFICERS: Willa Pettice, Court Clerk

PARTIES: NO PARTIES PRESENT

The Court stated this is a Business Court case that was transferred from Dept. 13 in error. Judge Denton is to retain this case. COURT ORDERED, matter referred back to Dept. 13 as a Business Court case.

01/11/07 09:00 AM 00 ALL PENDING MOTIONS (1/11/07)

HEARD BY: Elizabeth Gonzalez, Judge; Dept. 11

OFFICERS: Melissa Swinn, Relief Clerk  
Jill Hawkins, Reporter/Recorder

PARTIES:	0001 P1	Jazi, Gholamreza Z	N
	008631	Reynolds, Michael A.	Y
	007699	Fic, Holly	Y
	0002 D1	Koroghli, Ray	N
	001335	Netzorg, John M.	Y

PLAINTIFF/COUNTER DEFENDANT JAZI MOTION FOR CONFIRMATION AND ENTRY OF JUDGMENT ON ARBITRATION AWARD . . . DEFT'S MOTION TO VACATE ARBITRATION AWARD/MOTION TO MODIFY OR CORRECT

Arguments by counsel. COURT ORDERED, both motions DENIED. FURTHER, matter REFERRED back to Floyd Hale to resolve the following issues:

- 1 - Spouses need to sign on documents;
- 2 - Obtain waiver from anyone with the first right of refusal;
- 3 - Complete settlement agreement.

Further, it is this Court's recommendation that escrow be opened if real property is being transferred. Counsel advised all parties present that they can return to this Court to either resolve the issues or to assist in implementing the resolution.



CIVIL COURT MINUTES

05-A-511131-C Jazi, Gholamreza Z vs Koroghli, Ray

CONTINUED FROM PAGE: 002

04/24/07 09:00 AM 00 PLTF'S MTN FOR REFERRAL TO ARBITRATOR/07

HEARD BY: Elizabeth Gonzalez, Judge; Dept. 11

OFFICERS: Willa Pettice, Court Clerk

PARTIES: NO PARTIES PRESENT

COURT ORDERED, Pltf's Motion for Referral to Arbitrator is DENIED.

05/29/07 09:00 AM 00 ZANDIAN'S MTN FOR CONFIRMATION/ENTRY OF JGMNT ON ARBITRATION AWARD AND OST /08

HEARD BY: Elizabeth Gonzalez, Judge; Dept. 11

OFFICERS: Denise Trujillo, Court Clerk  
Debbie Winn, Reporter/Recorder

PARTIES: NO PARTIES PRESENT

At request of both counsel, COURT ORDERED, matter CONTINUED.

CONTINUED TO: 06/05/07 09:00 AM 01

CIVIL COURT MINUTES

05-A-511131-C Jazi, Gholamreza Z

vs Koroghli, Ray

CONTINUED FROM PAGE: 003

06/05/07 09:00 AM 01 ZANDIAN'S MTN FOR CONFIRMATION/ENTRY OF JGMNT ON ARBITRATION AWARD AND OST /08

HEARD BY: Elizabeth Gonzalez, Judge; Dept. 11

OFFICERS: Phyllis Irby/pi, Court Clerk  
Jill Hawkins, Reporter/Recorder

REQ. BY: Jazi Gholamreza Z, Plaintiff

PARTIES:	0001 P1	Jazi, Gholamreza Z	N
	007373	Hatfield, Trevor J.	Y
	008631	Reynolds, Michael A.	Y
	0002 D1	Koroghli, Ray	N
	001335	Netzorg, John M.	Y
	0003 D	Sadri, Fariborz F	N
	001335	Netzorg, John M.	Y
	0005 D	Wendover Project LLC	N
	001335	Netzorg, John M.	Y
	0006 D	Big Spring Ranch LLC	N
	001335	Netzorg, John M.	Y
	0007 D	Nevada Land And Water Resources LLC	N
	001335	Netzorg, John M.	Y
	0008 CO	Wendover Project LLC	N
	001335	Netzorg, John M.	Y

Following arguments of counsel. COURT ORDERED, Zandian's Motion is GRANTED; matter set for status check.

7-24-07 9:00 AM STATUS CHECK: COMPLIANCE

CIVIL COURT MINUTES

05-A-511131-C Jazi, Gholamreza Z vs Koroghli, Ray

CONTINUED FROM PAGE: 004

06/21/07 09:00 AM 00 ALL PENDING MOTIONS (06-21-07)

HEARD BY: Elizabeth Gonzalez, Judge; Dept. 11

OFFICERS: Carol Donahoo, Relief Clerk  
Jill Hawkins, Reporter/Recorder

PARTIES: 0001 P1 Jazi, Gholamreza Z  
007373 Hatfield, Trevor J.

N  
Y

0002 D1 Koroghli, Ray  
001335 Netzorg, John M.

N  
Y

DRFT.'S MOTION FOR STAY OF PROCEEDINGS TO ENFORCE THE JUDGMENT...DEFT.'S  
MOTION FOR REHEARING

Argument on Deft.'s Motion for Stay of Proceedings. COURT ORDERED, Motion  
GRANTED during the period of resolution of post-trial motions only. Court  
will require a bond in the amount of \$10,000 for that limited period;  
however, the Court will reconsider the amount of the bond after resolution  
of the pending motions. COURT FURTHER ORDERED, Deft.'s Motion for Rehearing  
rescheduled to July 17, 2007, at 9:00 a.m.

CIVIL COURT MINUTES

05-A-511131-C Jazi, Gholamreza Z vs Koroghli, Ray  
CONTINUED FROM PAGE: 005

07/17/07 09:00 AM 00 ALL PENDING MOTIONS (07-17-07)

HEARD BY: Elizabeth Gonzalez, Judge; Dept. 11

OFFICERS: Carol Donahoo, Relief Clerk  
Jill Hawkins, Reporter/Recorder

PARTIES: 0001 P1 Jazi, Gholamreza Z N  
008631 Reynolds, Michael A. Y  
0002 D1 Koroghli, Ray N  
003708 Day, Steven L. Y

DEFT.'S MOTION FOR REHEARING PURSUANT TO E.D.C.R. 2.24...DEFT.'S MOTION TO AMEND OR ALTER JUDGMENT PURSUANT TO NRCP 59(e), OR IN THE ALTERNATIVE, MOTION FOR A NEW TRIAL PURSUANT TO NRCP 59(e)

Arguments by counsel on both Motions. COURT ORDERED, Motions DENIED. Colloquy regarding the July 24 Status Check. COURT FURTHER ORDERED status check VACATED and RESET.

08/23/07 9:00 AM STATUS CHECK: COMPLIANCE

CIVIL COURT MINUTES

05-A-511131-C Jazi, Gholamreza Z vs Koroghli, Ray

CONTINUED FROM PAGE: 006

08/07/07 09:00 AM 00 DEFT'S MTN TO STAY OF PROCEEDINGS TO ENFORCE/17

HEARD BY: Elizabeth Gonzalez, Judge; Dept. 11

OFFICERS: Kathy Klein, Court Clerk  
Jill Hawkins, Reporter/Recorder

PARTIES:	0001 P1	Jazi, Gholamreza Z	N
	009898	Freedman, Yvette R.	Y
	0002 D1	Koroghli, Ray	N
	003708	Day, Steven L.	Y

Mr. Day advised no reason to post bond, and if Court set a bond, then should consider the \$10,000.00 as previous. Colloquy regarding lis pendes, pending appeal, and security in the property. Ms. Freedman noted security is not sufficient, this is separate and apart, and could be tied up for years. COURT ORDERED, Deft's Motion to Stay of Proceedings to Enforce Judgement and to Set Supersedeas Bond, GRANTED, BOND SET at \$250,000.00.

# Certification of Copy

State of Nevada }  
County of Clark } SS:

I, Charles J. Short, the duly elected, qualifying and acting Clerk of Clark County, in the State of Nevada, and Ex-Officio Clerk of the District Court, do hereby certify that the foregoing is a true, full and correct copy of the original.

AMENDED NOTICE OF APPEAL; DISTRICT COURT DOCKET ENTRIES;  
JUDGMENT CONFIRMING ARBITRATION AWARD; NOTICE OF ENTRY OF JUDGMENT  
CONFIRMING ARBITRATION AWARD; ORDER ON POST-JUDGMENT MOTIONS; NOTICE OF  
ENTRY OF ORDER; DISTRICT COURT MINUTES;

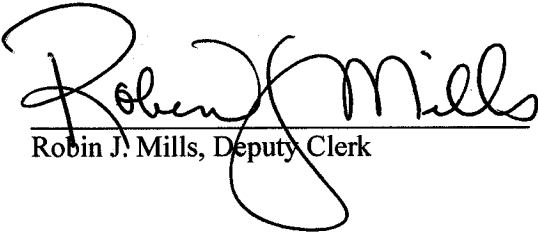
GHOLAMREZA ZANDIAN JAZI, )  
 )  
 Plaintiff(s), )  
 vs. )  
 )  
 RAY KOROGHLI; FARIBORZ FRED SADRI, )  
 individually and as Trustee of the Star Living )  
 Trust; WENDOVER PROJECT, LLC; BIG )  
 SPRING RANCH, LLC; NEVADA LAND )  
 AND WATER RESOURCES, LLC, )  
 )  
 Defendant(s), )

Case No: A511131  
Dept No: XI

now on file and of record in this office.

**IN WITNESS THEREOF**, I have hereunto  
Set my hand and Affixed the seal of the  
Court at my office, Las Vegas, Nevada  
This 17 day of August 2007.

Charles J. Short, Clerk of the Court

  
Robin J. Mills, Deputy Clerk

**SUPREME COURT OF THE STATE OF NEVADA  
OFFICE OF THE CLERK**

GHOLAMREZA ZANDIAN JAZI,  
Appellant/Cross-Respondent,  
vs.

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,  
Respondent/Cross-Appellants.

**Supreme Court No. 49924**

District Court Case No. A511131

**RECEIPT FOR DOCUMENTS**

TO: John Peter Lee Ltd. and Yvette Y. Freedman and John Peter Lee  
Cohen, Johnson & Day and Steven L. Day and James R. Nance  
Charles J. Short, District Court Clerk

You are hereby notified that the Clerk of the Supreme Court has received and/or filed the following:

08/21/07      Filed Certified Copy of Amended Notice of Appeal.

DATE: August 21, 2007

Janette M. Bloom, Clerk of Court

By: 

\_\_\_\_\_  
Deputy Clerk

JOHN PETER LEE, LTD.  
ATTORNEYS AT LAW  
830 LAS VEGAS BLVD. SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

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IN THE SUPREME COURT OF THE STATE OF NEVADA

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,

Appellants,

vs.

GHOLAMREZA ZANDIAN JAZI,

Respondent.

1334.022860 dp

Supreme Court No.:49924

District Court No.: A 511131

**FILED**

**AUG 22 2007**

JANETTE M. BLOOM  
CLERK OF SUPREME COURT  
BY *J. M. Bloom*  
DEPUTY CLERK

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on the 20<sup>th</sup> day of August, 2007, I served a copy of the Response to Appellants' Docketing Statement upon the appropriate parties hereto, by enclosing it in a sealed envelope, deposited in the United States mail, upon which first class postage was fully prepaid addressed to:

Robert F. Saint-Aubin, Esq.  
3753 H. Hughes Pkwy., #200  
Las Vegas, NV 89169  
*Settlement Judge*

There is regular communication by mail between the place of mailing and the place so addressed.

*Diane Paul*  
An Employee of JOHN PETER LEE, LTD.

RECEIVED  
AUG 22 2007  
JANETTE M. BLOOM  
CLERK OF SUPREME COURT  
DEPUTY CLERK



ORIGINAL

FILED

AUG 20 3 58 PM '07

CLERK OF THE COURT

FILED

AUG 23 2007

JANETTE M. BLOOM  
CLERK OF SUPREME COURT  
BY [Signature]  
DEPUTY CLERK

1 NOAS  
2 JOHN PETER LEE, LTD.  
3 JOHN PETER LEE, ESQ.  
4 Nevada Bar No. 001768  
5 MICHAEL A. REYNOLDS, ESQ.  
6 Nevada Bar No. 008631  
7 YVETTE R. FREEDMAN, ESQ.  
8 Nevada Bar No. 009898  
9 830 Las Vegas Boulevard South  
10 Las Vegas, Nevada 89101  
11 (702) 382-4044 Fax: (702) 383-9950  
12 e-mail: [info@johnpeterlee.com](mailto:info@johnpeterlee.com)  
13 Attorneys for Plaintiff/Counterdefendant

DISTRICT COURT

CLARK COUNTY, NEVADA

No. 49924

CASE NO.: A511131  
DEPT. NO.: X1

JOHN PETER LEE, LTD.  
ATTORNEYS AT LAW  
830 LAS VEGAS BLVD. SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

12 GHOLAMREZA ZANDIAN JAZI, )  
13 )  
14 Plaintiff, )  
15 )  
16 v. )  
17 )  
18 RAY KOROGHLI, individually, FARIBORZ FRED )  
19 SADRI, individually, and as Trustee of the Star )  
20 Living Trust, WENDOVER PROJECT, LLC, a )  
21 Nevada limited liability company; BIG SPRING )  
22 RANCH, LLC, a Nevada limited liability company, )  
23 and NEVADA LAND AND WATER )  
24 RESOURCES, LLC, a Nevada limited liability )  
25 company, )  
26 Defendants. )

1334.023317 dp

AMENDED NOTICE OF CROSS-APPEAL

23 Notice is hereby amended and given that Plaintiff Gholamreza Zandian Jazi, hereby appeals  
24 to the Supreme Court of Nevada from the Judgment Confirming Arbitration Award entered in this  
25 action on the 8<sup>th</sup> day of June, 2007, and Order Granting Defendants' Motion for Stay of Proceedings

26 ////  
27 ////  
28 ////

RECEIVED  
AUG 23 2007  
JANETTE M. BLOOM  
CLERK OF SUPREME COURT  
DEPUTY CLERK

RECEIVED  
AUG 20 2007  
CLERK OF THE COURT

07-1871413

1 to Enforce Judgment and Alternatively to Set Supersedeas Bond filed on August 13, 2007.

2 DATED this 20<sup>th</sup> day of August, 2007.

3 JOHN PETER LEE, LTD.

4 BY: 

5 JOHN PETER LEE, ESQ.  
6 Nevada Bar No. 001768  
7 MICHAEL A. REYNOLDS, ESQ.  
8 Nevada Bar No. 008631  
9 YVETTE R. FREEDMAN, ESQ.  
10 Nevada Bar No. 009898  
11 830 Las Vegas Boulevard South  
12 Las Vegas, Nevada 89101  
13 (702) 382-4044 Fax: (702) 383-9950  
14 e-mail: [info@johnpeterlee.com](mailto:info@johnpeterlee.com)  
15 Attorneys for Plaintiff/Counterdefendant


16 JOHN PETER LEE, LTD.  
17 ATTORNEYS AT LAW  
18 830 LAS VEGAS BLVD. SOUTH  
19 LAS VEGAS, NEVADA 89101  
20 Telephone (702) 382-4044  
21 Telecopier (702) 383-9950

12 CERTIFICATE OF MAILING

13 I HEREBY CERTIFY that on the 20<sup>th</sup> day of August, 2007, the foregoing Amended Notice  
14 of Cross-Appeal by enclosing the same in a sealed envelope, deposited in the United States mail,  
15 upon which first class postage was fully prepaid addressed to:

16 COHEN, JOHNSON & DAY  
17 Steven L. Day, Esq.  
18 James R. Nance, Esq.  
19 1060 Wigwam Parkway  
20 Henderson, NV 89074

21 Robert F. Saint-Aubin, Esq.  
22 3753 H. Hughes Pkwy., #200  
23 Las Vegas, NV 89169  
24 *Settlement Judge*

25   
26 An Employee of  
27 JOHN PETER LEE, LTD.  
28

DATE: 08/21/07  
CASE NO. 05-A-511131-C

I N D E X

TIME 9:49 AM  
JUDGE:Gonzalez, Elizabeth

Jazi, Gholamreza Z [E] vs Koroghli, Ray [E]

0001 P1 Gholamreza Z Jazi 001768 Lee, John P.  
NO. 1 John Peter Lee, Ltd  
830 Las Vegas Blvd. S.  
Las Vegas, NV 89101

0002 D1 Ray Koroghli 003708 Day, Steven L.  
NO. 1 Cohen Johnson & Day  
1060 Wigwam Parkway  
Henderson, NV 89074

0003 D Fariborz F Sadri 003708 Day, Steven L.  
NO. 1 Cohen Johnson & Day  
1060 Wigwam Parkway  
Henderson, NV 89074

0004 D Star Living Trust 003708 Day, Steven L.  
NO. 1 Cohen Johnson & Day  
1060 Wigwam Parkway  
Henderson, NV 89074

0005 D Wendover Project LLC 003708 Day, Steven L.  
NO. 1 Cohen Johnson & Day  
1060 Wigwam Parkway  
Henderson, NV 89074

0006 D Big Spring Ranch LLC 003708 Day, Steven L.  
NO. 1 Cohen Johnson & Day  
1060 Wigwam Parkway  
Henderson, NV 89074

0007 D Nevada Land And Water Resources LLC 003708 Day, Steven L.  
NO. 1 Cohen Johnson & Day  
1060 Wigwam Parkway  
Henderson, NV 89074

0008 CO Wendover Project LLC 001335 Netzorg, John M.  
NO. 1 Netzorg & Caschette  
2810 W Charleston Blvd #81  
Las Vegas, NV 89102-1910

0009 DC Gholamrez Z Jazi ?????? ## UNKNOWN ##

NO.	FILED/REC	CODE	REASON/DESCRIPTION	FOR	OC	SCH/PER	C
0001	10/05/05		COMP/COMPLAINT FILED Fee \$148.00	0001			
0002	10/05/05		CONS/CONSENT TO SERVICE BY ELECTONIC MEANS	AL		10/05/05	
0003	10/05/05		IAFD/INITIAL APPEARANCE FEE DISCLOSURE	0001			
0004	10/12/05		SUMM/SUMMONS	0003	SV	10/06/05	
0005	10/12/05		SUMM/SUMMONS	0004	SV	10/06/05	
0006	10/14/05		LISP/NOTICE OF LIS PENDENS	AL			
0007	10/14/05		LISP/NOTICE OF LIS PENDENS	AL		10/14/05	

(Continued to page 2)

WFZ1415

NO.	FILED/REC CODE	REASON/DESCRIPTION	FOR	OC	SCH/PER	C
0008	10/14/05	ERR /ERRATA TO COMPLAINT	0001			
0009	10/21/05	MOT /PLTF'S MTN TO DISMISS COMPLAINT OR COMPEL ARBITRATION /01	AL	MR	11/28/05	
0010	10/26/05	ROC /RECEIPT OF COPY	0001		10/21/05	
0011	10/31/05	REQT/PLAINTIFFS RULE 56 (F) MOTION TO CONTINUE SUMMARY JUDGMENT	AL		11/28/05	
0012	10/31/05	REQT/MOTION TO DISQUALIFY ATTORNEY FOR DEFENDANTS	AL		11/28/05	
0013	11/08/05	COMP/FIRST AMENDED COMPLAINT	0001			
0014	11/16/05	LISP/NOTICE OF LIS PENDENS	0001			
0015	11/23/05	RPLY/REPLY TO OPPOSITION TO MOTION TO DISMISS	0001		11/23/05	
0016	11/23/05	OPPS/OPPOSITION TO MOTION TO DISQUALIFY	0001			
0017	11/28/05	STIP/STIPULATION FOR ARBITRATION	0001			
0018	12/08/05	ANS /DEFENDANTS' RAY KOROCHLI AND FARIBORZ SADRI'S ANSWER AND COUNTERCLAIM	0002		12/08/05	
0019	12/08/05	ANS /DEFENDANTS' RAY KOROGHLI AND FARIBORZ SADRI'S ANSWER AND COUNTERCLAIM	0003		12/08/05	
0020	12/08/05	TRCT/RECEIPT #217853 \$400.00	0002		12/08/05	
0021	12/08/05	IAFD/INITIAL APPEARANCE FEE DISCLOSURE	0002			
0022	12/08/05	DEMD/DEMAND FOR JURY TRIAL	0002			
0023	12/09/05	OBJ /PLAINTIFFS OBJECTION TO DEMAND FOR JURY TRIAL	0001			
0024	12/27/05	RPLY/REPLY TO COUNTERCLAIM	AL			
0025	01/30/06	LISP/NOTICE OF LIS PENDENS	AL		01/30/06	
0026	02/02/06	ORDR/ORDER GRANTING APPLICATION TO EXTEND TIME TO EFFECTUATE SERVICE OF PROCESS	AL		02/02/06	
0027	02/02/06	APPL/APPLICATION TO EXTEND TIME TO EFFECTUATE SERVICE OF PROCESS	0001			
0028	02/03/06	NOTC/NOTICE OF ENTRY OF ORDER GRANTING APPLICATION TO EXTEND TIME TO EFFECTUATE SERVICE OF PROCESS	AL		02/02/06	Y
0029	02/15/06	SERV/ACCEPTANCE OF SERVICE	0005	SV	02/15/06	
0030	02/15/06	SERV/ACCEPTANCE OF SERVICE	0006	SV	02/15/06	
0031	02/15/06	SERV/ACCEPTANCE OF SERVICE	0007	SV	02/15/06	
0032	02/15/06	NOTC/NOTICE OF TAKING THE DEPOSITION OF DEFENDANT COUNTERCLAIMANT RAY KOROGHLI	AL	SH	03/06/06	
0033	02/15/06	NOTC/NOTICE OF TAKING DEPOSITION OF DEFENDANT COUNTERCLAIMANT FARIBORZ FRED SADRI	AL	SH	03/03/06	Y
0034	02/24/06	NOTC/RENOTICE OF TAKING DEPOSITION OF PLAINTIFF DUCES TECUM	AL	SH	03/06/06	
0035	02/24/06	NOTC/NOTICE OF TAKING DEPOSITION OF PLAINTIFF DUCES TECUM	AL	SH	03/02/06	
0036	02/28/06	NOTC/NOTICE OF TAKING THE DEPOSITION OF CRAIG K PERRY ESQ	AL	SH	03/20/06	
0037	03/03/06	SUBP/SUBPOENA	0001	SH	03/20/06	
0038	03/14/06	APPR/APPEARANCE	0001	SV	03/01/06	
0039	03/14/06	APPR/APPEARANCE	0005			
0040	03/14/06	APPR/APPEARANCE	0006			
0041	03/14/06	MOT /DEFT'S MTN TO DISMISS COMPLAINT /02	0007			
			AL	OC	04/17/06	

(Continued to page 3)

NO.	FILED/REC CODE	REASON/DESCRIPTION	FOR	OC	SCH/PER	C
0042	03/14/06	IAFD/INITIAL APPEARANCE FEE DISCLOSURE	0005			
0043	03/16/06	NOTC/NOTICE OF TAKING THE DEPOSITION OF RON LANGLEY	AL	SH	03/31/06	
0044	03/16/06	NOTC/NOTICE OF TAKING THE DEPOSITION OF JOHN R HART	AL	SH	03/31/06	
0045	03/16/06	NOTC/NOTICE OF TAKING THE DEPOSITION OF MATTHEW SWAN CPA	AL	SH	03/30/06	
0046	03/16/06	APPL/APPLICATION FOR ISSUANCE OF COMMISSION TO TAKE DEPOSITION OF RON LANGLEY	0001 0001	SH	03/31/06	Y
OUT OF STATE						
0047	03/16/06	APPL/APPLICATION FOR ISSUANCE OF COMMISSION TO TAKE DEPOSITION OF	0001 0001			Y
JOHN R HART OUT OF STATE						
0048	03/23/06	SUBP/SUBPOENA	0001	SH	03/30/06	
			0001	SV	03/21/06	
0049	03/24/06	CERT/CERTIFICATION OF SERVICE VIA FACSIMILE	0001	SH	04/17/06	
0050	03/24/06	NOTC/NOTICE CONTINUING THE DEPOSITIONS OF JOHN R HART AND RON LANGLEY	AL	SH	03/31/06	
			AL			
0051	03/27/06	OPPS/PLAINTIFFS OPPOSITION TO MOTION TO DISMISS	0002 0002	SH	04/17/06	
0052	03/28/06	NOTC/RENOTICE OF TAKING THE DEPOSITION OF MATTHEW SWAN CPA	AL	SH	04/06/06	
			AL			
0053	04/06/06	NOTC/NOTICE CONTINUING THE DEPOSITION OF MATTHEW SWAN CPA	AL	SH	04/06/06	
			AL			
0054	04/11/06	RSPN/RESPONSE TO REPLY TO OPPOSITION TO MOTION TO DISMISS	0001 0001			
0055	04/13/06	RPLY/REPLY TO OPPOSITION TO MOTION TO DISMISS	0002 0002			
0056	04/25/06	NOTC/RENOTICE OF TAKING THE DEPOSITION OF MATTHEW SWAN CPA	AL	SH	05/01/06	
			AL			
0057	04/27/06	NOTC/NOTICE OF INTENT TO TAKE DEFAULT	*D			
0058	04/28/06	NOTC/NOTICE OF TAKING DEPOSITIONS		SH	05/12/06	
0059	04/28/06	SUBP/SUBPOENA	0001	SH	05/01/06	
			0001	SV	04/26/06	
					05/01/06	
0060	04/28/06	CERT/CERTIFICATION OF SERVICE				
0061	05/01/06	ERR /ERRATA TO NOTICE OF INTENT TOTAKE DEFAULT	AL			
			AL			
0062	05/08/06	ANS /ANSWER OF WENDOVER PROJECT LLC BIG SPRING RANCH LLC AND NEVADA LAND AND WATER RESOURCES LLC TO PLAINTIFFS COMPLAINT	0005 0005			Y
0063	05/08/06	ANS /ANSWER OF WENDOVER PROJECT LLC BIG SPRING RANCH LLC AND NEVADA LAND AND WATER RESOURCES LLC TO PLAINTIFFS COMPLAINT	0006 0006			Y
0064	05/08/06	ANS /ANSWER OF WENDOVER PROJECT LLC BIG SPRING RANCH LLC AND NEVADA LAND AND WATER RESOURCES LLC TO PLAINTIFFS COMPLAINT	0007 0007			Y
0065	05/08/06	NOTC/NOTICE OF CONTINUATION OF DEPOSITIONS	AL	SH	05/12/06	
0066	05/08/06	SUBP/SUBPOENA DUCES TECUM	*D	SH	05/12/06	
			*D	SV	04/27/06	
0067	05/09/06	ANS /REPLY TO COUNTERCLAIM	0009		05/09/06	
0068	05/16/06	NOTC/NOTICE OF TAKING DEPOSITIONS	AL	SH	06/01/06	
0069	05/16/06	APPL/APPLICATION FOR ISSUANCE OF COMMISSION TO TAKE OUT OF STATE DEPOSITION OF	MP MP			Y

(Continued to page 4)

WFZ1417

NO.	FILED/REC CODE	REASON/DESCRIPTION	FOR	OC	SCH/PER	C
ELI ABRISHAMI						
0070	05/16/06	APPL/APPLICATION FOR ISSUANCE OF COMMISSION TO TAKE OUT OF STATE DEPOSITION OF	MP MP			Y
MAXIM C W WEBB						
0071	05/16/06	NOTC/NOTICE OF TAKING DEPOSITIONS	AL	SH	06/08/06	
0072	05/19/06	CERT/CERTIFICATION OF SERVICE			05/16/06	
0073	05/30/06	SUBP/SUBPOENA DUCES TECUM	0002	SH	06/01/06	
			0002	SV	05/18/06	
0074	05/30/06	NOTC/RE-NOTICE OF TAKING DEPOSITIONS	AL	SH	06/01/06	
0075	05/30/06	NOTC/NOTICE OF TAKING DEPOSITION	AL	SH	06/23/06	
0076	05/30/06	SUBP/SUBPOENA DUCES TECUM	0002	SH	06/01/06	
			0002	SV	05/18/06	
0077	05/30/06	APPL/APPLICATION FOR ISSUANCE OF COMMISSION TO TAKE OUT OF STATE DEPOSITION OF	0002 0002			Y
EZRI NAMVAR						
0078	05/30/06	NOTC/NOTICE OF TAKING DEPOSITION	AL	SH	06/13/06	
0079	06/05/06	NOTC/NOTICE OF TAKING THE DEPOSITION OF MARK CUTCHEN	AL AL	SH	06/21/06	
0080	06/07/06	SUBP/SUBPOENA DUCES TECUM-DON PATTALOCK			06/01/06	
0081	06/07/06	CERT/CERTIFICATE OF SERVICE	0001		05/31/06	
0082	06/07/06	SUBP/SUBPOENA DUCES TECUM	0002	SH	06/13/06	
			0002	SV	05/26/06	
0083	06/07/06	PSER/PROOF OF SERVICE OF SUBPOENA DUCES TECUM ON MAXIM C W WEBB	AL AL	SV	05/24/06	
0084	06/07/06	PSER/PROOF OF SERVICE OF SUBPOENA DUCES TECUM ON ELI ABRISHAMI	AL AL	SV	05/27/06	
0085	06/08/06	SUBP/SUBPOENA DUCES TECUM-REZAI GHASSEM		SH	06/13/06	
				SV	06/01/06	
0086	06/08/06	APPL/APPLICATION FOR ISSUANCE OF COMMISSION TO TAKE OUT OF STATE DEPOSITION OF JOHN	AL AL			Y
HART						
0087	06/08/06	NOTC/NOTICE OF TAKING DEPOSITION	AL	SH	06/22/06	
0088	06/08/06	NOTC/RENOTICE OF TAKING DEPOSITION OF ELI ABRISHAMI	AL AL	SH	06/23/06	
0089	06/22/06	DOW /DESIGNATION OF EXPERT WITNESS	*D			
0090	06/22/06	CRTF/CERTIFICATE OF SERVICE	0009		06/13/06	
0091	06/22/06	NOTC/NOTICE OF TAKING DEPOSITION OF THOMAS CLIMO PH D	AL AL	SH	06/29/06	
0092	06/22/06	SUBP/SUBPOENA DUCES TECUM	*D	SH	06/22/06	
			*D	SV	06/09/06	
0093	06/22/06	SUBP/SUBPOENA FOR DEPOSITION	0002 0002	SH	06/23/06	
			0002	SV	06/06/06	
0094	06/22/06	NOTC/NOTICE OF INTENT TO TAKE DEFAULT	AL		06/22/06	
0095	07/03/06	SUBP/SUBPOENA DUCES TECUM		SH	06/29/06	
0096	07/03/06	RPLY/REPLY OF WENDOVER PROJECT LLC TO PLAINTIFFS COUNTERCLAIM TO COUNTERCLAIM	AL AL			
0097	07/05/06	SCCR/PLAINTIFF COUNTERDEFENDANTS SUPPLEMENTAL TO 16.1 PRODUCTION OF DOCUMENTS	0001 0001			
0098	07/13/06	NOTC/RENOTICE OF TAKING DEPOSITION OF THOMAS CLIMO PH D	AL AL	SH	07/28/06	
0099	07/13/06	SUPP/DEFENDANTS SUPPLEMENT TO 16.1 DISCLOSURES				

(Continued to page 5)

WFZ1418

NO.	FILED/REC CODE	REASON/DESCRIPTION	FOR	OC	SCH/PER	C
0100	07/21/06	SUBP/SUBPOENA FOR ARBITRATION	0002	SH	08/22/06	
			0002	SV	07/19/06	
0101	07/21/06	SUBP/SUBPOENA FOR ARBITRATION		SH	08/22/06	
				SV	07/19/06	
0102	07/21/06	SUBP/SUBPOENA FOR ARBITRATION	0001	SH	08/22/06	
0103	07/25/06	SUBP/SUBPOENA FOR ARBITRATION		SH	08/22/06	
				SV	07/20/06	
0104	08/08/06	SCCR/PLAINTIFF COUNTERDEFENDANTS SECOND SUPPLEMENT TO 16.1 PRODUCTION OF DOCUMENTS	AL			Y
			AL			
0105	09/28/06	ATLN/NOTICE OF ATTORNEY LIEN	AL		09/28/06	
0106	12/04/06	REQT/REQUEST FOR BUSINESS COURT	AL			
0107	12/05/06	ASSG/REASSIGNMENT OF JUDGE Denton TO JUDGE Gonzalez				
0108	12/13/06	MOT /PLTF/CNTRDEFT JAZI MTN FOR CONFIRMATION & ENTRY OF JGMNT ON ARBITRATION AWARD/03	AL		01/11/07	
			AL			
0109	12/13/06	ROC /RECEIPT OF COPY OF ZANDIANS MOTION FOR CONFIRMATION AND ENTRY OF JUDGMENT ON	*D		12/13/06	Y
			*D			
ARBITRATION AWARD						
0110	12/16/06	ASSG/Reassign Case From Judge Gonzalez To Judge JOHNSON				
0111	12/18/06	MOT /DEFT'S MTN TO VACATE ARBITRATION AWARD/MTN TO MODIFY OR CORRECT /04	AL		01/11/07	
			AL			
0112	12/18/06	ASSG/REASSIGNMENT OF JUDGE JOHNSON TO JUDGE Gonzalez				
0113	12/22/06	OCAL/MINUTE ORDER RE: INCORRECT CASE REASSIGNMENT	NP		12/22/06	
			NP			
0114	12/22/06	ASSG/REASSIGNMENT OF JUDGE Gonzalez TO JUDGE Denton				
0115	12/22/06	CMMT/PER MINUTES 12/22/06				
0116	12/22/06	PRMT/PEREMPTORY CHALLENGE Denton CASE REASSIGNED TO Halverson				
0117	12/22/06	ASSG/REASSIGNMENT OF JUDGE Halverson TO JUDGE Gonzalez				
0118	12/22/06	CMMT/RE-ASSIGNED TO GONZALEZ (BUS CRT CASE)				
0119	12/22/06	NDR /NOTICE OF DEPARTMENT REASSIGNMENT 001335001768001335001335001768FC			12/22/06	Y
		001335001335001335????????001768001335001335001768001335001335001335001335				
0120	12/21/06	ROC /RECEIPT OF COPY OF MOTION TO VACATE ARBITRATION AWARD OR IN THE ALTERNATIVE TO MODIFY OR CORRECT	0001		12/19/06	Y
			0001			
0121	12/21/06	EXPT/EX PARTE APPLICATION FOR ORDER ORDER SHORTENING TIME AND REQUEST FOR	AL			Y
			AL			
ORAL ARGUMENT						
0122	12/26/06	NOEV/NOTICE OF EXHIBIT(S) IN THE VAULT	AL		12/18/06	
0123	12/26/06	NOEV/NOTICE OF EXHIBIT(S) IN THE VAULT	AL		12/13/06	
0124	12/27/06	CERT/CERTIFICATION OF SERVICE			12/21/06	
0125	12/28/06	OPPS/OPPOSITION TO MOTION TO VACATE ARBITRATION AWARD OR IN THE	AL		01/11/07	Y
			AL			
ALTERNATIVE MOTION TO MODIFY OR CORRECT						
0126	12/29/06	NOEV/PLTF'S OPPTS TO MTN TO VACATE ARB AWARD	AL			
0127	01/05/07	OPPS/OPPOSITION TO MOTION FOR CONFIRMATION AND ENTRY OFJUDGMENT ON ARBITRATINO			01/11/07	Y

(Continued to page 6)

WFZ1419

NO.	FILED/REC CODE	REASON/DESCRIPTION	FOR	OC	SCH/PER	C
AWARD AND REPLY TO OPPOSITION TO MOTION TO VACATE						
0128	01/11/07	MOT /ALL PENDING MOTIONS (1/11/07)	AL		01/11/07	
0129	01/09/07	RPLY/REPLY TO OPPOSITION TO MOTION FOR CONFIRMATION AND ENTRY OF JUDGMENT ON	0001			Y
ARBITRATION AWARD						
0130	01/16/07	TRAN/REPORTER'S TRANSCRIPT OF PROCEEDINGS	AL		01/11/07	
0131	01/19/07	NOEV/NOTICE OF EXHIBIT(S) IN THE VAULT	AL			
0132	01/19/07	ORDR/ORDER ON MOTION TO CONFIRM ARBITRATION AWARD AND MOTION TO VACATE ARBITRATION	AL			Y
AWARD						
0133	01/22/07	NOTC/NOTICE OF ENTRY OF ORDER ON MOTION TO CONFIRM ARBITRATION AWARD AND MOTION TO	AL		01/19/07	Y
VACATE ARBITRATION AWARD						
0134	03/08/07	SUPP/SUPPLEMENT TO NOTICE OF ATTORNEYS LIEN	AL			
0135	03/22/07	MOT /PLTF'S MTN FOR REFERRAL TO ARBITRATOR/07	NP	DN	04/24/07	
0136	04/05/07	OPPS/OPPOSITION TO PLTF'S MOTION FOR REFERRAL TO ARBITRATOR	0001		04/24/07	
0137	03/26/07	RAR /ARBITRATOR REPORT AND RECOMMENDATION TO DISTRICT COURT	AL			
0138	04/16/07	RPLY/REPLY TO OPPOSITION TO PLAINTIFFS MOTION FOR REFERRAL TO ARBITRATOR	0001			
0139	04/24/07	REQT/REQUEST FOR ORAL ARGUMENT ON THE PLAINTIFFS MOTION FOR REFERRAL TO	AL	SH	04/24/07	Y
ARBITRATOR						
0140	04/25/07	OBJ /PLTF'S OBJECTION TO DEFTS REQUEST FOR ORAL ARGUMENT ON PLTF'S MOTIN FOR	*D		04/25/07	Y
REFERRAL TO ARBITRATOR						
0141	05/16/07	MOT /ZANDIAN'S MTN FOR CONFIRMATION/ENTRY OF JGMNT ON ARBITRATION AWARD AND OST /08	AL	GR	06/05/07	
0142	05/16/07	ROC /RECEIPT OF COPY OF ZANDIANS MOTION FOR CONFIRMATION AND ENTRY OF JUDGMENT ON	*D		05/16/07	Y
ARBITRATION AWARD AND ORDER SHORTENING TIME						
0143	05/25/07	OPPS/OPPOSITION TO PLAINTIFFS MOTION FOR CONFIRMATION AND ENTRY OF JUDGMENT ON	0001	SH	06/05/07	Y
ARBITRATION AWARD COUNTER MOTION TO VACATE ARBITRATION AWARD AS AMENDED						
0144	05/31/07	RPLY/REPLY TO OPPOSITION TO MOTION FOR CONFIRMATION AND ENTRY OF JUDGMENT	AL			Y
ON ARBITRATION AWARD						
0145	06/06/07	OCAL/STATUS CHECK: COMPLIANCE (VJ 07-17-07)	AL	VC	07/24/07	
0146	06/08/07	NOTC/NOTICE OF ENTRY OF JUDGMENT CONFIRMING ARBITRATION AWARD	AL		06/08/07	
0147	06/13/07	MOT /DEFT'S MTN TO STAY /10	AL	GR	06/21/07	
0148	06/13/07	HEAR/DEFT'S MTN FOR REHEARING/11	AL	DN	07/17/07	
0149	06/08/07	JMNT/JUDGMENT UPON ARBITRATION AWARD	0003		06/15/07	
0150	06/08/07	JMNT/JUDGMENT UPON ARBITRATION AWARD	0004		06/15/07	
0151	06/15/07	MOT /DEFT'S MTN TO AMEND JUDGMENT/12	AL	DN	07/17/07	
0152	06/18/07	ROC /RECEIPT OF COPY	0001		06/15/07	
0153	06/18/07	ROC /RECEIPT OF COPY	AL		06/15/07	
0154	06/18/07	ORDR/ORDER SHORTENING TIME	*D	SH	06/21/07	
0155	06/19/07	OPPS/OPPOSITION TO MOTION FOR HEARING	*D		06/21/07	
0156	06/19/07	OPPS/OPPOSITION TO MOTION FOR STAY	*D	SH	06/21/07	
0157	06/20/07	RPLY/REPLY TO OPPOSITION TO MOTION FOR STAY	0001	SH	06/21/07	
			0001			

(Continued to page 7)

WFZ1420



NO.	FILED/REC CODE	REASON/DESCRIPTION	FOR	OC	SCH/PER	C
0158	06/25/07	MOT /ALL PENDING MOTIONS (06-21-07)	AL		06/21/07	
0159	06/20/07	ERR /ERRATA TO OPPOSITION TO MOTION FOR STAY	AL			
0160	06/20/07	RPLY/REPLY TO OPPOSITION TO MOTION FOR RE- HEARING	AL	SH	06/21/07	
0161	06/21/07	CRTF/CERTIFICATION OF SERVICE OF ORDER SHORTENING TIME FOR HEARINGS	AL		06/19/07	
0162	06/25/07	OPPS/OPPOSITION TO MOTION TO AMEND OR ALTER JUDGMENT PURSUANT TO NRCP 59E OR IN THE ALTERNATIVE MOTION FOR A NEW TRIAL PURSUANT TO NRCP 59A	AL	SH	07/17/07	Y
0163	06/25/07	ORDR/ORDER RE DEFENDANTS MOTION FOR RE HEARING AND MOTION FOR STAY OF	AL	VC	06/21/07	Y
			AL	SH	07/17/07	
PROCEEDINGS						
0164	06/25/07	CHBD/CASH BOND #01365592 \$10,000.00			06/25/07	
0165	06/27/07	NOTC/NOTICE OF ENTRY OF ORDER	AL		06/25/07	
0166	07/03/07	TRAN/REPORTER'S TRANSCRIPT OF HEARING ON MOTION FOR STAY	AL		06/21/07	
0167	07/03/07	RPLY/REPLY TO OPPOSITION TO MOTION TO AMEND OR ALTER JUDGMENT PURUSANT TO NRCP	0001		07/17/07	Y
			0001			
59(E) OR IN THE ALTERANTIVE MOTION FOR NEW TRIAL PURUSANT TO NRCP 59(A)						
0168	07/13/07	NOTC/NOTICE OF APPEARANCE	AL		07/13/07	
0169	07/13/07	BREF/SUPPLEMENTAL BRIEF IN SUPPORT OF DEFTS MOTION TO AMEND OR ALTER JUDGMENT PURSUANT TO NRCP 59(e) OR IN THE ALTERNATIVE MOTIN FOR NEW TRIAL PURSUANT NRCP 59(a)			07/18/07	Y
0170	07/17/07	MOT /ALL PENDING MOTIONS (07-17-07)	AL		07/17/07	
0171	07/17/07	OCAL/STATUS CHECK: COMPLIANCE	AL		08/23/07	
0172	07/16/07	RPLY/PLAINTIFFS REPLY TO DEFENDANTS SUPPLEMENTAL BRIEF TO MOTION TO ALTER OR AMEND JUDGMENT AND COUNTER MOTION TO STRIKE	*D		07/16/07	Y
			*D			
0173	07/19/07	MOT /NETZORG'S MTN TO WITHDRAW AS COUNSEL /16	NP		08/21/07	
0174	07/20/07	ORDR/ORDER ON POST JUDGMENT MOTIONS	AL	HG	07/17/07	
0175	07/23/07	NOTC/NOTICE OF ENTRY OF ORDER	AL		07/20/07	
0176	07/26/07	NOAS/NOTICE OF APPEAL (SC 49924)	AL	AP	07/26/07	
0177	07/26/07	NOAS/NOTICE OF APPEAL	AL		07/26/07	
0178	07/26/07	NOAS/NOTICE OF APPEAL	AL		07/26/07	
0179	07/26/07	NOAS/NOTICE OF APPEAL	AL		07/26/07	
0180	07/26/07	NOAS/NOTICE OF APPEAL	AL		07/26/07	
0181	07/26/07	STAT/CASE APPEAL STATEMENT	*D			
0182	07/30/07	CRTF/CERTIFICATION OF SERVICE	AL		07/19/07	
0183	08/01/07	MOT /DEFT'S MTN TO STAY OF PROCEEDINGS TO ENFORCE/17	AL	GR	08/07/07	
			AL			
0184	08/02/07	CERT/CERTIFICATE OF MAILING	0008		08/02/07	
0185	08/03/07	OPPS/OPPOSITION TO MOTION FOR STAY OF PROCEEDINGS TO ENFORCE JUDGMENT AND TO SET SUPERSEDEAS BOND ORDER SHORTENING TIME	*D	SH	08/07/07	Y
			*D			
0186	08/06/07	ROC /RECEIPT OF COPY	0001		08/02/07	
0187	08/06/07	ROC /RECEIPT OF COPY OF OPPOSITION TO MOTION FOR STAY OF PROCEEDINGS TO ENFORCE JUDGMENT AND TO SET SUPERSEDEAS BOND ORDER SHORTENING TIME	*D		08/07/07	Y
			*D			
0188	07/31/07	AMEN/AMENDED CASE APPEAL STATEMENT	AL		07/31/07	
0189	07/31/07	BOND/NON RESIDENT COST BOND NO 75-0009 - \$500.00	0001			
			0001			

(Continued to page 8)

WFZ1421

NO.	FILED/REC CODE	REASON/DESCRIPTION	FOR	OC	SCH/PER	C
0190	08/08/07	NOTC/FILING OF ORIGINAL COST BOND				*D
0191	08/09/07	BOND/NOTICE OF FILING OF SUPERSEDEAS BOND - NO 1000755588 - \$250,000.00				0001 0001
0192	08/09/07	NOAS/NOTICE OF CROSS-APPEAL (SC 49924)				0001 AP 08/09/07
0193	08/09/07	BOND/COST BOND ON CROSS APPEAL - BOND NO NV41238 - \$250.00				0001 0001
0194	08/09/07	STAT/CASE CROSS APPEAL STATEMENT				0001 AP 08/09/07
0195	08/10/07	NOAS/NOTICE OF APPEAL				AL 08/10/07
0196	08/13/07	TRAN/REPORTER'S TRANSCRIPT OF PROCEEDINGS DEFTS MOTION TO AMEND JUDGMENT				AL 07/17/07 Y AL
MOTION FOR REHEARING						
0197	08/13/07	ORDR/ORDER				AL HG 08/07/07
0198	08/14/07	NOTC/NOTICE OF FILING OF NON RESIDENT BONDS				AL 08/14/07
0199	08/14/07	NOTC/NOTICE OF ENTRY OF ORDER				AL 08/13/07

16

**ORIGINAL**

**FILED**

**JUN 8 10 50 AM '07**

*Cliff*  
CLERK OF THE COURT

1 JUDGE  
JOHN PETER LEE, LTD.  
2 JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
3 MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
4 830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
5 (702) 382-4044 Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant  
6

**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  
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LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

**RECEIVED**  
JUN 08 2007  
CLERK OF THE COURT

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ATTORNEYS AT LAW  
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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.

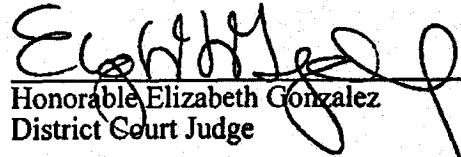
23 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all relief granted in the  
24 Implementation Award dated the 29th day of November, 2006, a copy of which is attached hereto  
25 as Exhibit "3" is granted by this Court.

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.

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IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this Court retains jurisdiction to implement this Judgment.

Dated this 7 day of June, 2007.

  
Honorable Elizabeth Gonzalez  
District Court Judge

SUBMITTED BY:

JOHN PETER LEE, LTD.

BY: 

JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
MICHAEL A. REYNOLDS, ESQ.  
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Attorneys for Plaintiff/Counterdefendant

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RECEIVED  
SEP 22 2008

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4 JAMS  
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6 Las Vegas, NV 89102  
7 Ph: (702) 457-5267  
8 Fax: (702) 437-5267  
9 Arbitrator

DISTRICT COURT

CLARK COUNTY, NEVADA

10 GHOLAMREZA ZANDIAN JAZI, ) Case No. A511131  
11 ) Dept. No. XII  
12 Plaintiff, )  
13 vs. )  
14 RAY KOROGHLI, individually, )  
15 FABIRORZ FRED SADRI, individually, )  
16 and as Trustee of the Star Living Trust, )  
17 WENDOVER PROJECT, LLC, a Nevada )  
18 limited liability company; BIG SPRING )  
19 RANCH, LLC, a Nevada limited liability )  
20 company, and NEVADA LAND AND )  
21 WATER RESOURCES, LLC, a Nevada )  
22 limited liability company, )  
23 Defendants. )

ARBITRATION DECISION

24 Arbitration Hearings in this matter were conducted for two full days. The parties  
25 submitted voluminous exhibits, depositions and briefs to the Arbitrator. Having reviewed the  
26 documentation submitted and having heard the testimony and representations of the parties, the  
27 following Arbitration Decision is entered:

- 28 1. The entire interest in the Pah Rah, LLC, property will be transferred to Gholamreza

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1 Zandian Jazi, free and clear of all encumbrances, including the promissory note secured by Deed  
2 of Trust issued for the benefit of Fariborz Fred Sadri; any obligation owed to Jeff Codega, related  
3 to work that was performed as to the Pah Rah real estate will be the obligation of Gholamreza  
4 Zandian Jazi;  
5

6 2. The 320 acres referenced in the briefs and this lawsuit will be transferred free and clear  
7 to Gholamreza Zandian Jazi without any obligation to the other litigants or parties to this  
8 Arbitration or to any other party who may profess to have an interest in the 320 acres that are  
9 bound by this lawsuit and Arbitration;  
10

11 3. Fariborz Fred Sadri and Ray Koroghli will, within 30 days from the service of this  
12 Arbitration Decision, pay Gholamreza Zandian Jazi \$250,000.00 in return for Gholamreza  
13 Zandian Jazi waiving any claims or any rights as to the Big Springs Ranch, LLC or any of its  
14 assets;  
15

16 4. That Gholamreza Zandian Jazi will transfer any interest in the Wendover project, LLC,  
17 including all assets and real estate to Fariborz Fred Sadri and Ray Koroghli;

18 5. All of the entities and properties that are the subject of this Arbitration and lawsuit,  
19 including Pah Rah, LLC, the owners of the 300 acres referenced above, the Big Springs Ranch,  
20 LLC, and the Wendover purchase or Wendover Project, LLC, referenced in this lawsuit and  
21 Arbitration waive any claims to reimbursement or participation in any consulting fees previously  
22 paid to Gholamreza Zandian Jazi from the seller of the real estate to those entities;  
23

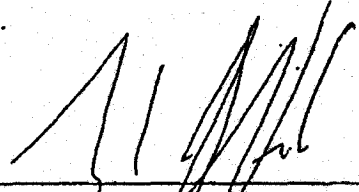
24 6. That the parties, through counsel, will prepare all necessary documents to effect the  
25 transfers of the real estate assets and LLC entities and the parties to this lawsuit and Arbitration  
26 will execute all necessary documents to effect this Arbitration Order, including a mutual Release  
27 to be executed by all parties.  
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7. That each party pay their own fees and costs incurred herein.

DATED this 20<sup>th</sup> day of September, 2006.

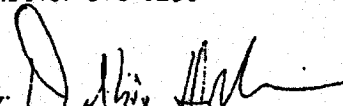
By:   
FLOYD HALE, Arbitrator  
2300 West Sahara Avenue, #900  
Las Vegas, NV 89102

CERTIFICATE OF FACSIMILE AND MAIL

I hereby certify that on the 21 day of September, 2006, I faxed and mailed a true and correct copy of the foregoing addressed to:

John Peter Lee, Esq.  
830 Las Vegas Boulevard South  
Las Vegas, NV 89101  
Attorneys for Plaintiffs  
Fax No. 383-9950

John Netzorg, Esq.  
2810 West Charleston Blvd. #H-81  
Las Vegas, NV 89102  
Attorneys for Defendants  
Fax No. 878-1255

By:   
Employee of Jams

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 9 Arbitrator

DISTRICT COURT

CLARK COUNTY, NEVADA

10 GHOLAMREZA ZANDIAN JAZI, ) Case No. A511131  
 11 ) Dept. No. XII  
 12 Plaintiff, )  
 13 vs. )  
 14 RAY KOROGHLI, individually, )  
 15 FABIRORZ FRED SADRI, individually, )  
 16 and as Trustee of the Star Living Trust, )  
 17 WENDOVER PROJECT, LLC, a Nevada )  
 18 limited liability company; BIG SPRING )  
 19 RANCH, LLC, a Nevada limited liability )  
 20 company, and NEVADA LAND AND )  
 21 WATER RESOURCES, LLC, a Nevada )  
 22 limited liability company, )  
 23 Defendants. )

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ARBITRATION DECISION

24 On October 11, 2006, the Arbitrator received the Defendant's **MOTION TO CHANGE**  
 25 **AWARD BY ARBITRATOR PURSUANT TO NRS 38.237.** The Motion requests that  
 26 Zandian Jazi: Execute documents necessary to have the property transferred as required by the  
 27 Arbitration Decision; issue guarantees that he has not made transfers to third parties; assign shares  
 28 of shipyard stock; warrant and verify that he is in a position to execute documents required by the

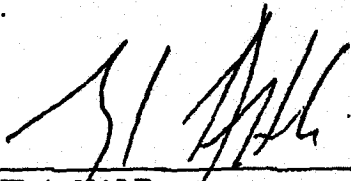
1 Arbitration Decision and verify other factual issues that were the subject of the Arbitration  
2 Agreement.

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 11<sup>th</sup> day of October, 2006.

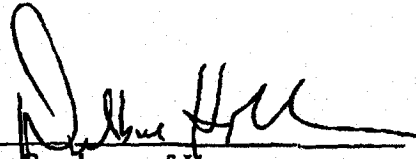
14 By:   
15 FLOYD A. HALE  
16 2300 W. Sahara, #900  
17 Las Vegas, NV 89102  
18 Arbitrator

19 CERTIFICATE OF FACSIMILE

20 I hereby certify that on the 11<sup>th</sup> day of October, 2006, I faxed and mailed a true and  
21 correct copy of the foregoing addressed to:

22 John Peter Lec, Esq.  
23 830 Las Vegas Boulevard South  
24 Las Vegas, NV 89101  
25 Attorneys for Plaintiffs  
26 Fax No. 383-9950

John Netzorg, Esq.  
2810 West Charleston Blvd. #H-81  
Las Vegas, NV 89102  
Attorneys for Defendants  
Fax No. 878-1255

27 By:   
28 Employee of James

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1 AWD  
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8 Las Vegas, Nevada 89101  
9 (702) 382-4044 Fax: (702) 383-9950  
10 Attorneys for Plaintiff/Counterdefendant  
11 GHOLAMREZA ZANDIAN JAZI

RECEIVED  
NOV 30 2006  
JOHN PETER LEE, LTD.

DISTRICT COURT

CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDIAN JAZI, )  
10 Plaintiff, )  
11 v. )  
12 RAY KOROGHLI, individually, FARIBORZ FRED )  
13 SADRI, individually, and as Trustee of the Star )  
14 Living Trust, WENDOVER PROJECT, LLC, a )  
15 Nevada limited liability company; BIG SPRING )  
16 RANCH, LLC, a Nevada limited liability company, )  
17 and NEVADA LAND AND WATER )  
18 RESOURCES, LLC, a Nevada limited liability )  
19 company, )  
20 Defendants. )

CASE NO.: A511131  
DEPT. NO.: XIII

BEFORE ARBITRATOR  
FLOYD A. HALE

IMPLEMENTATION AWARD

18 RAY KOROGHLI, individually and FARIBORZ )  
19 FRED SADRI, individually, )  
20 Counterclaimants, )  
21 v. )  
22 GHOLAMREZA ZANDIAN JAZI, )  
23 Counterdefendant. )  
24 WENDOVER PROJECT, LLC, )  
25 Counterclaimant, )  
26 v. )  
27 GHOLAMREZA ZANDIAN JAZI, )  
28 Counterdefendant. )

JOHN PETER LEE, LTD.  
ATTORNEYS AT LAW  
830 LAS VEGAS BLVD. SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telexcopier (702) 383-9953

1 GHOLAMREZA ZANDIAN JAZI,  
2 Counterclaimant,  
3 v.  
4 WENDOVER PROJECT, LLC,  
5 Counterdefendant.

6 1334.022860-sy

7 **IMPLEMENTATION AWARD**

8 On September 20, 2006, an Arbitration Decision was issued in this dispute. Plaintiff  
9 GHOLAMREZA ZANDIAN JAZI filed his Motion to Enforce Arbitration Decision on September  
10 25, 2006. On October 24, 2006, Plaintiff filed his Motion to Implement Arbitration Award. On  
11 October 26, 2006, Plaintiff filed his Amendment to Motion to Implement Arbitration Award and  
12 Request for Expedited Hearing. On October 31, 2006, Defendants Sadri and Koroghli filed their  
13 Opposition to Motion to Implement Arbitration Award. Plaintiff filed his Reply Re: Motion to  
14 Implement Arbitration Award on November 2, 2006.

15 After considering the papers filed by both parties including draft transfer documents;  
16 **THE FOLLOWING IMPLEMENTATION AWARD IS ENTERED:**

- 17 1. Defendants shall pay to John Peter Lee, Ltd., the sum of \$250,000 within five (5)  
18 days.
- 19 2. Defendants are to execute and deliver to Plaintiff's Counsel within ten days of this  
20 Award a Quitclaim Deed of the 320 acre parcel provided as Exhibit "1" by Plaintiff  
21 on the 2nd day of November, 2006.
- 22 3. Defendants are to execute and deliver to Plaintiff's counsel within ten days of this  
23 Award the Grant, Bargain and Sale Deed of the 320 acre parcel provided by Plaintiff  
24 as Exhibit "2" on the 2<sup>nd</sup> of November, 2006.
- 25 4. Defendants are to execute and deliver to Plaintiff's counsel within ten days of this  
26 Award the Quitclaim Deed of the 320 acre parcel provided by Plaintiff as Exhibit "3"  
27 on November 2, 2006.
- 28 5. Defendants are to execute and deliver to Plaintiff's counsel within ten days of this

**JOHN PETER LEE, LTD.**  
ATTORNEY AT LAW  
830 LAS VEGAS BLVD. SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9954

- 1 Award the Grant, Bargain and Sale Deed of the Pah-Rah parcel provided by Plaintiff
- 2 as Exhibit "4" on November 2, 2006.
- 3 6. Mr. Sadri is to execute and deliver to Plaintiff's counsel within ten days of this
- 4 Award the Request for Full Reconveyance concerning the \$333,000 Note provided
- 5 by Plaintiff as Exhibit "5" on November 2, 2006.
- 6 7. Mr. Zandian is to execute and deliver to Defendants' counsel within ten days of this
- 7 Award the Quitclaim Deed of the Wendover parcel provided by Plaintiff as Exhibit
- 8 "6" on November 2, 2006.
- 9 8. Mr. Zandian is to execute and deliver to Defendants' counsel within ten days of this
- 10 Award the Assignment of Interest in Wendover Project, LLC, provided by Plaintiff
- 11 as Exhibit "7" on November 2, 2006.
- 12 9. Mr. Zandian is to execute and deliver to Defendants' counsel within ten days of this
- 13 Award the Quitclaim Deed of the Big Spring Ranch parcel provided by Plaintiff as
- 14 Exhibit "8" on November 2, 2006.
- 15 10. Mr. Zandian is to execute and deliver to Defendant's counsel within ten days of this
- 16 Award the Assignment of Interest in Big Spring Ranch, LLC., provided by Plaintiff
- 17 as Exhibit "9" on November 2, 2006.
- 18 11. Mr. Zandian is to execute and deliver to Defendants' counsel within ten days of this
- 19 Award the Assignment of Interest in Nevada Land and Water Resources, LLC.,
- 20 provided by Plaintiff as Exhibit "10" on November 11, 2006.
- 21 12. Mr. Zandian is to record and deliver to Defendants' counsel within ten days of this
- 22 Award the four (4) Releases of Lis Pendens provided by Plaintiff as Exhibit "11" on
- 23 November 2, 2006.
- 24 13. Mr. Zandian is to execute, file and deliver to Defendants' counsel within ten days of
- 25 this Award the Certificate of Resignation concerning Wendover Project, LLC.,
- 26 provided by Plaintiff as Exhibit "12" on November 2, 2006.
- 27 14. Mr. Zandian is to execute, file and deliver to Defendants' counsel within ten days
- 28 of this Award the Certificate of Resignation concerning Nevada Land and Water



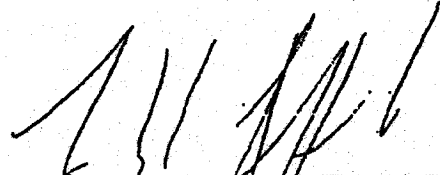
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Resources, LLC, provided as Exhibit "13" on November 2, 2006.

15. Mr. Zandian is to execute, file and deliver to Defendants' counsel within ten days of this Award the Certificate of Resignation concerning Big Spring Ranch, LLC., provided by Plaintiff as Exhibit "14" on November 2, 2006.

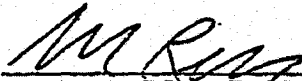
16. All parties are to sign the Mutual Release of Claims provided by Plaintiff as Exhibit "16" on November 2, 2006, and deliver a Counterpart to the other party's counsel within ten (10) from this Award.

Dated this 29<sup>th</sup> day of November, 2006.

  
\_\_\_\_\_  
FLOYD A. HALE, ARBITRATOR

Respectfully submitted

JOHN PETER LEE, LTD.

  
\_\_\_\_\_  
JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
(702) 382-4044 Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant

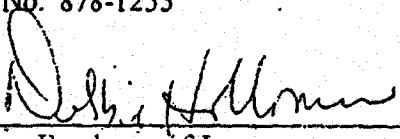
JOHN PETER LEE, LTD.  
ATTORNEYS AT LAW  
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LAS VEGAS, NEVADA 89101  
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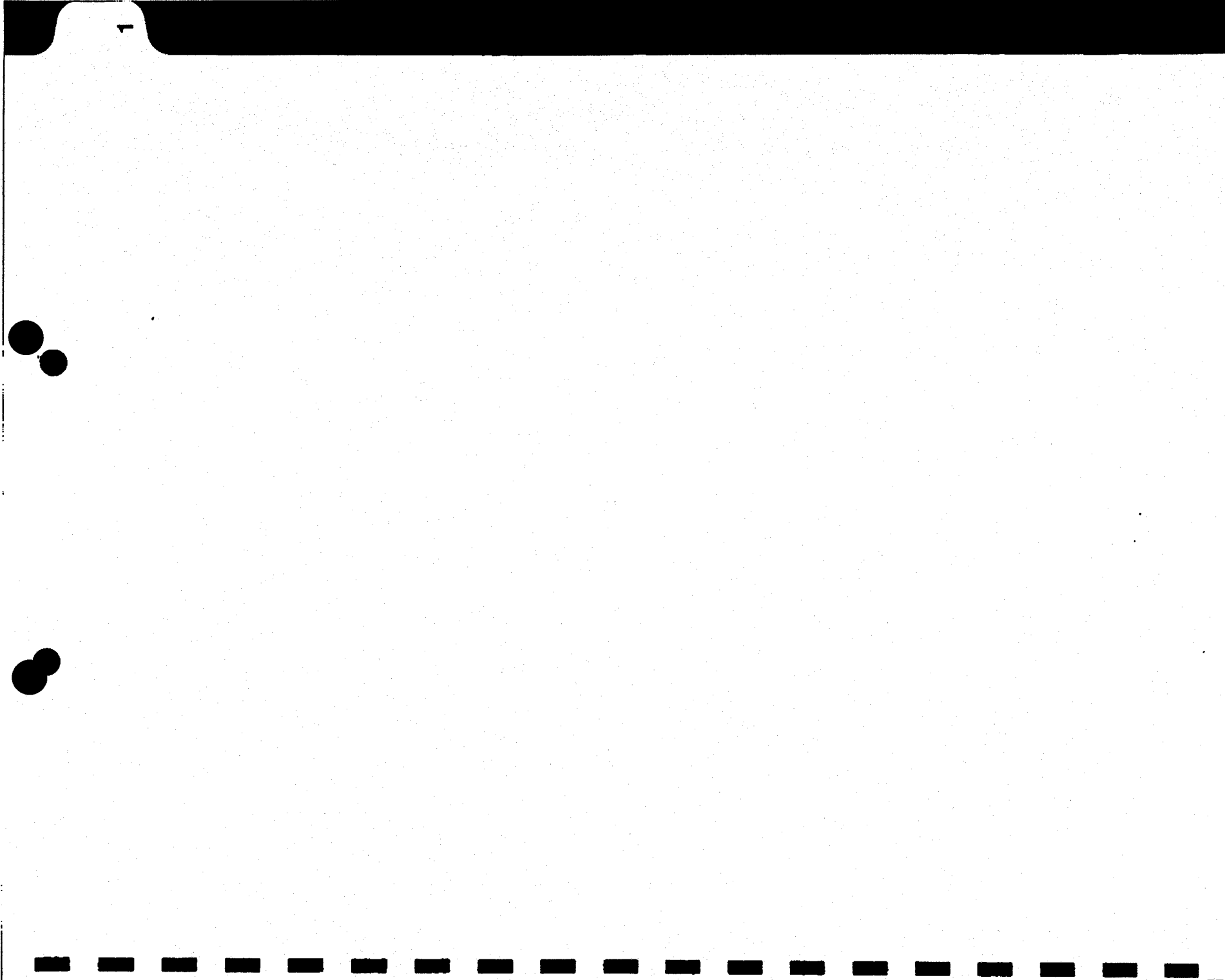
CERTIFICATE OF FACSIMILE AND MAILING

I hereby certify that on the 29th day of November 2006, I faxed and mailed a true and correct copy of the foregoing Implementation Award addressed to:

John Peter Lee, Esq.  
830 Las Vegas Boulevard South  
Las Vegas, NV 89101  
Attorneys for Plaintiffs  
Fax No. 383-9950

John Netzorg, Esq.  
2810 West Charleston Blvd. #H-81  
Las Vegas, NV 89102  
Attorneys for Defendants  
Fax No. 878-1255

By:   
Employee of Jams



APN: 076-100-19

WHEN RECORDED, RETURN TO  
JOHN PETER LEE, LTD.  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101

GRANTEE/MAIL TAX STATEMENTS TO:  
JOHN PETER LEE, LTD.  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101

320 acre parcel

**QUITCLAIM DEED**

By this instrument dated this \_\_\_\_ day of \_\_\_\_\_, 2006, for a valuable consideration, Ray Koroghli, individually, and Fariborz Fred Sadri, individually and as Trustee of the Star Living Trust, do hereby remise, release and forever quitclaim to Gholamreza Zandian Jazi, the following described real property in the State of Nevada, County of Washoe:

Set forth in Exhibit A attached and incorporated herein by this reference

\_\_\_\_\_  
RAY KOROGHLI, individually

\_\_\_\_\_  
FARIBORZ FRED SADRI, individually

\_\_\_\_\_  
FARIBORZ FRED SADRI, as Trustee of the  
Star Living Trust

STATE OF NEVADA        )  
                                  ) SS.:  
COUNTY OF CLARK        )

On \_\_\_\_\_, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Ray Koroghli, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEVADA        )  
                                  ) SS.:  
COUNTY OF CLARK        )

On \_\_\_\_\_, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Fariborz Fred Sadri, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEVADA        )  
                                  ) SS.:  
COUNTY OF CLARK        )

On \_\_\_\_\_, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Fariborz Fred Sadri, Trustee of the Star Living Trust, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

County Home => Assessor's Office => Property Assessment Data => Parcel QuickInfo

WASHOE COUNTY QUICK INFO (Summary data may not be complete representation of property)				10/18/2006	
<b>Owner Information &amp; Legal Description</b>			<b>Building Information</b>		
APN	076-100-19		Property Name:		
<a href="#">Parcel Map   Map Warehouse</a>			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
Mail Address	P O BOX 81624		Bedrooms	0	
	LAS VEGAS NV 89180-1624		Full Baths	0	Finished Bsmt 0
Owner 2			Half Baths	0	Unfin Bsmt 0
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	Gar Conv Sq Foot 0	
Prior Doc	02623847 11/30/2001		Sec Heat Type	Total Gar Area 0	
Legal Desc	34-1-1-2		Ext Walls	Gar Type	
Subdivision	34-1-1-2		Sec Ext Walls	Det Garage 0	
	Lot	Block	Sub Map#	Roof Cover	Sub Floor
				%Incomplete	Frame
	Record of Survey Map		Parcel Map#	Obso/Bldg Adj	Units/Bldg 0
Section 34	Township 21	Range 21	SPC	Construction Mod	Units/Parcel 0
Tax Dist	4400	Add'l Tax Info	Prior APN	Last Activity	CEM 04/08/1996
					Last Permit

Land Information											
Land Use	012	Zoning	GR	Sewer	NONE	Value Year	2007	Reason	Reappraisal	Factor Dist	586R
Size	320 AC	Water	NONE	Street	NONE			Reapp Years	2002-2007		

Valuation Information			2005/2006 FV		2006/2007 FV		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

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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99052

**.: return to original page .:**





APN: 076-100-19

WHEN RECORDED, RETURN TO

JOHN PETER LEE, LTD.  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101

GRANTEE/MAIL TAX STATEMENTS TO:

JOHN PETER LEE, LTD.  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101

320 acre parcel

**GRANT, BARGAIN AND SALE DEED**

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between Big Spring Ranch, LLC, as Grantor, and Gholamreza Zandian Jazi, as Grantee:

**WITNESSETH**

That Grantor, in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States, and good and valuable consideration, paid to Grantor by Grantee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain and sell to Grantee and to Grantee's successors and assigns, all those certain lots, pieces, or parcels of land situated in the County of Washoe, State of Nevada, and more particularly described as follows:

Set forth in Exhibit A attached and incorporated herein by this reference

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof.

SUBJECT TO rights, reservations and restrictions of record.

TO HAVE AND TO HOLD all and singular the premises, together with the appurtenances, unto Grantee and to Grantee's successors and assigns forever.

IN WITNESS WHEREOF, Grantor have executed this conveyance the day and year first above written.

BIG SPRING RANCH, LLC

BY: \_\_\_\_\_  
RAY KOROGHLI, Member/Manager

BY: \_\_\_\_\_  
FARIBORZ FRED SADRI, Member/Manager

STATE OF NEVADA        )  
                                  ) SS.:  
COUNTY OF CLARK     )

On \_\_\_\_\_, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Ray Koroghli, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEVADA        )  
                                  ) SS.:  
COUNTY OF CLARK     )

On \_\_\_\_\_, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Fariborz Fred Sadri, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

County Home => Assessor's Office => Property Assessment Data => Parcel QuickInfo

WASHOE COUNTY QUICK INFO (Summary data may not be complete representation of property)										10/18/2006													
<b>Owner Information &amp; Legal Description</b>					<b>Building Information</b>																		
APN 076-100-19					Property Name:																		
<u>Parcel Map   Map Warehouse</u>					Quality		Bldg Type																
Card 1 of 1					Stories		Square Feet 0																
Situs		SPANISH SPRINGS RD			Year Built		0																
Owner 1		BIG SPRING RANCH LLC			W.A.Y.		0																
Mail Address		P O BOX 81624			Bedrooms		0																
		LAS VEGAS NV 89180-1624			Full Baths		0																
Owner 2					Half Baths		0																
Owner 3					Fixtures		0																
Rec Doc No		02957442		Rec Date		11/21/2003		Fireplaces				0											
Prior Owner		GRAHAM,EARL L & JONI			Heat Type		Total Gar Area					0											
Prior Doc		02623847 11/30/2001			Sec Heat Type		Gar 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					Frame											
		Lot Block		Sub Map#		%Incomplete		0															
		Record of Survey Map		Parcel Map#		Obso/Bldg Adj		0															
Section 34		Township 21		Range 21		Construction Mod		0															
Tax Dist		4400		Add'l Tax Info		Prior APN		Last Activity		CEM 04/08/1996			Last Permit										
<b>Land Information</b>																							
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									
<b>Valuation Information</b>			<b>2005/2006 FV</b>		<b>2006/2007 FV</b>		<b>Sales/Transfer Information/Recorded Document</b>																
Taxable Land Value			78,304		86,917		V-Code		LUC		Doc Date		Value		Grantor								
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Taxable Total			78,304		86,917		3NTT		012		11/30/2001		0		GRAHAM,EARL L & JONI								
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										

Assessed Personal Prop		0	assessment purposes only. Zoning information should be verified with the appropriate planning agency.
Total Assessed	27,406	30,421	
Supplemental New Const	0	0	

We are currently experiencing some problems with our photo and sketch database which can cause the wrong sketch or photo to display, please review any sketches and photos carefully.

Sketch Is Not Available On-Line.	Property Photo Is Not Available On-Line.
----------------------------------	--

99052

.: return to original page .:



APN: 076-100-19

WHEN RECORDED, RETURN TO  
JOHN PETER LEE, LTD.  
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320 acre parcel

**QUITCLAIM DEED**

By this instrument dated this \_\_\_\_ day of \_\_\_\_\_, 2006, for a valuable consideration,  
Big Spring Ranch, LLC does hereby remise, release and forever quitclaim to Gholamreza Zandian  
Jazi, the following described real property in the State of Nevada, County of Washoe:

Set forth in Exhibit A attached and incorporated  
herein by this reference

BIG SPRING RANCH, LLC

BY: \_\_\_\_\_  
RAY KOROGHLI

BY: \_\_\_\_\_  
FARIBORZ FRED SADRI

STATE OF NEVADA        )  
                                  ) SS.:  
COUNTY OF CLARK     )

On the \_\_\_\_ day of \_\_\_\_\_, 2006, before me the undersigned, a Notary Public  
in and for said County and State, personally appeared Ray Koroghli, known to me to be the person  
whose name is subscribed to the within instrument, and acknowledged to me that he executed the  
same.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEVADA        )  
                                  ) SS.:  
COUNTY OF CLARK        )

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\_\_\_\_\_  
NOTARY PUBLIC

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WASHOE COUNTY QUICK INFO (Summary data may not be complete representation of property)				10/18/2006	
<b>Owner Information &amp; Legal Description</b>			<b>Building Information</b>		
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
Mail Address	P O BOX 81624		Bedrooms	0	
	LAS VEGAS NV 89180-1624		Full Baths	0	Finished Bsmt 0
Owner 2			Half Baths	0	Unfin Bsmt 0
Owner 3			Fixtures	0	Bsmt Type
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Prior Owner	GRAHAM,EARL L & JONI		Heat Type	Total Gar Area 0	
Prior Doc	02623847 11/30/2001		Sec Heat Type	Gar Type	
Legal Desc	34-1-1-2		Ext Walls	Det Garage 0	
Subdivision	34-1-1-2		Sec Ext Walls	Bsmt Gar Door 0	
	Lot	Block	Sub Map#	Roof Cover	Sub Floor
				%Incomplete	0
	Record of Survey Map		Parcel Map#	Obso/Bldg Adj	0
	Section 34	Township 21	Range 21	Construction Mod	0
			SPC	Last Activity	CEM 04/08/1996
Tax Dist	4400	Add'l Tax Info	Prior APN	Last Permit	

Land Information											
Land Use	012	Zoning	GR	Sewer	NONE	Value Year	2007	Reason	Reappraisal	Factor Dist	586R
Size	320 Ac	Water	NONE	Street	NONE			Reapp Years	2002-2007		

Valuation Information			2005/2006 FV	2006/2007 FV	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	LANDON,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	

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Assessed Personal Prop		0	assessment purposes only. Zoning information should be verified with the appropriate planning agency.
Total Assessed	27,406	30,421	
Supplemental New Const	0	0	
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Sketch Is Not Available On-Line.		Property Photo Is Not Available On-Line.	

99052

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APN: 079-150-09, 079-150-10, 07-150-13  
084-040-02, 084-040-04, 084-040-06  
084-040-10, 084-130-07, -84-140-17

WHEN RECORDED, RETURN TO

JOHN PETER LEE, LTD.  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101

GRANTEE/MAIL TAX STATEMENTS TO:

JOHN PETER LEE, LTD.  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101

Pah Rah parcel

**GRANT, BARGAIN AND SALE DEED**

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between Ray Koroghli, individually, and Fariborz Fred Sadri, individually and as Trustee of the Star Living Trust, as Grantors, and Gholamreza Zandian Jazi, as Grantee:

**WITNESSETH**

That Grantors, in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States, and good and valuable consideration, paid to Grantors by Grantee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain and sell to Grantee and to Grantee's successors and assigns, all those certain lots, pieces, or parcels of land situated in the County of Washoe, State of Nevada, and more particularly described as follows:

Set forth in Exhibit A attached and incorporated herein by this reference

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof.

SUBJECT TO rights, reservations and restrictions of record.

TO HAVE AND TO HOLD all and singular the premises, together with the appurtenances, unto Grantee and to Grantee's successors and assigns forever.

IN WITNESS WHEREOF, Grantors have executed this conveyance the day and year first above written.

\_\_\_\_\_  
RAY KOROGHLI, individually

\_\_\_\_\_  
FARIBORZ FRED SADRI, individually

\_\_\_\_\_  
FARIBORZ FRED SADRI, as Trustee of the  
Star Living Trust

STATE OF NEVADA     )  
                                  ) SS.:  
COUNTY OF CLARK    )

On \_\_\_\_\_, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Ray Koroghli, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEVADA     )  
                                  ) SS.:  
COUNTY OF CLARK    )

On \_\_\_\_\_, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Fariborz Fred Sadri, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEVADA     )  
                                  ) SS.:  
COUNTY OF CLARK    )

On \_\_\_\_\_, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Fariborz Fred Sadri, Trustee of the Star Living Trust, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

APN: 079-150-09, 079-150-10, 07-150-13  
084-040-02, 084-040-04, 084-040-06,  
084-040-10, 084-130-07, 084-140-17

RPTT \$1,500.00 130277-TX

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Star Living Trust  
950 Seven Hills Drive, Ste 1026  
Henderson, NV 89032

2827 S. MONTE CRISTO  
LAS VEGAS, NV 89117

MAIL TO STATEMENT TO ABOVE  
25269-082

00130277 GRANT, BARGAIN AND SALE DEED

DOC # 2900592  
06/08/2003 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



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 SFP Minerals Corporation, a Delaware corporation, as lessee, to the degree or the extent that the same applies and is enforceable against the property described in this Grant, Bargain and Sale Deed, if at all.

GRANTOR has executed this Grant, Bargain and Sale Deed the day and year first above written.

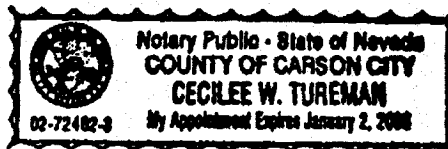
NEVADA LAND AND RESOURCE COMPANY, LLC, A  
DELAWARE LIMITED LIABILITY COMPANY

By: *Dorothy A. Timian-Palmer*  
Dorothy A. Timian-Palmer  
Chief Operating Officer

STATE OF NEVADA )  
 ) ss.  
COUNTY OF CARSON CITY )

This instrument was acknowledged before me on August 1, 2003, by Dorothy A. Timian-Palmer its Chief Operating Officer of and for Nevada Land and Resource Company, LLC, a Delaware limited liability company.

*Cecilee W. Tureman*  
Notary Public



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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

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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.

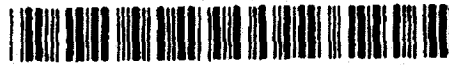
**PARCEL D:**  
A.P.N. 084-040-02

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



2996592  
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

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08/08/2003  
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any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL I:**

A.P.N. 084-140-17

The Northeast  $\frac{1}{4}$  of Section 15, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.



**REQUEST FOR FULL RECONVEYANCE**

TO: Western Title Company, Inc., Trustee

The undersigned is the legal owner and holder of the Note or Notes, and of all other indebtedness secured by the attached Deed of Trust. Said Note or Notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed to cancel said note or notes above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the Deed of Trust, and to reconvey, without warranty, to Gholamreza Zandian Jazi all the estate now held by you under the same.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Fariborz Fred Sadri

STAR LIVING TRUST

BY: \_\_\_\_\_  
Fariborz Fred Sadri, Trustee

Pah Rah parcel

APN: 079-150-09,10,13 084-040-02,04,06,10 084-130-07

DOC # 2900594

05/08/2003 03:48P Fee:48.00

BK1

Requested By

WESTERN TITLE COMPANY INC

Washoe County Recorder

Kathryn L. Burke - Recorder

Pg 1 of 18 RPT 0.00

RECORDING REQUESTED BY:  
Western Title Company, Inc.

WHEN RECORDED MAIL TO:

Name STAR LIVING TRUST, FRED SADRI  
Street 2827 S. MONTE CRISTO  
City,State LAS VEGAS, NV 89117  
Zip  
Order No. 00025269-501-DBR - Accommodation



(SPACE ABOVE THIS LINE FOR RECORDERS USE)

**DEED OF TRUST WITH ASSIGNMENT OF RENTS**

This DEED OF TRUST, made on July 31, 2003, between REZA ZANDIAN, a married man as his sole and separate property, TRUSTOR, whose address is 9550 W. Sahara Ave., Apt 2148  
Las Vegas 89117 NV 89117 Western Title Company, Inc.,  
a Nevada Corporation, TRUSTEE, and FARIBORZ SADRI, TRUSTEE OF THE STAR LIVING TRUST, DATED APRIL 14, 1997, BENEFICIARY.

WITNESSETH: That Trustor grants to Trustee in Trust, with Power of Sale, that property in the City of N/A, County of Washoe, Nevada, described as:

SEE ATTACHED FOR LEGAL DESCRIPTION

In the event the herein described property or any part thereof, or any interest therein is sold, agreed to be sold, conveyed or alienated by the trustor, or by the operation of law or otherwise, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, at the option of the holder hereof and without demand or notice shall immediately become due and payable.

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the Purpose of Securing (1) payment of the sum of \$333,996.56 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof; (2) the performance of each agreement of Trustor incorporated by reference or contained herein or reciting it is so secured; (3) Payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each

and all of the terms and provisions set forth in subdivision A and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the Fictitious Deed of trust recorded in the office of



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.	COUNTY	BOOK	PAGE	DOC. NO.
Churchill	39	363	115384	Lincoln			45902
Clark	Mortgages 850 Off. Rec.		682747	Lyon	37 Off. Rec.	341	100661
Douglas	57 Off. Rec.	115	40050	Mineral	11 Off. Rec.	129	89073
Elko	192 Off. Rec.	652	35747	Nye	105 Off. Rec.	107	04823
Esmeralda	3-X Deeds	195	35922	Ormsby	72 Deeds	537	32867
Eureka	22 Off. Rec.	138	45941	Pershing	11 Off. Rec.	249	66107
Humboldt	28 Off. Rec.	124	131075	Storey	"S" Off. Rec.	206	31506
Lander	24 Off. Rec.	168	50782	Washoe	300 Off. Rec.	517	107192
				White Pine	295 R.E. Records	258	

shall insure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B (identical in all counties, and printed on the reverse side hereof) are by the within reference thereto, incorporated herein and made a part of Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed a reasonable amount.



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08/06/2003  
3 of 18

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at this address herein before set forth.

STATE OF NEVADA

COUNTY OF CLARK

This instrument was acknowledged before me on

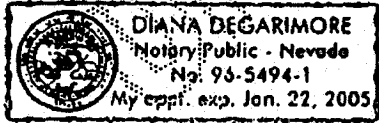
AUGUST 5<sup>th</sup>, 2003

by REZA ZANDIAN

REZA ZANDIAN

*Diana DeGarimore*

Notary Public







**DO NOT RECORD**

**A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES,**

- (1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property, or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
- (2) Trustor covenants to keep all buildings that may now or at any time be on said property during the continuance of this trust in good repair and insured against loss by fire, with extended coverage endorsement, in a company or companies authorized to issue such insurance in the State of Nevada, and as may be approved by Beneficiary, for such sum or sums as shall equal the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust and shall be payable to Beneficiary to the amount of the unsatisfied obligation to Beneficiary hereby secured, and to deliver the policy to Beneficiary, or to collection agent of Beneficiary, and in default hereof, Beneficiary may procure such insurance and/or make such repairs, and expend for either of such purposes such SLDN 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 as to property or any part thereof, which appear to be prior or superior hereto, and all costs, fees and expenses of this trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor, and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof; Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

- (5) To pay immediately, and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at ten percent per annum.
- (6) At Beneficiary's option, Trustor will pay a "late charge", as indicated in the Promissory Note to cover the extra expense involved in handling delinquent payments; of such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

**B. IT IS MUTUALLY AGREED**

- (1) That any award of damages in connection with any condemnation for public use or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
- (2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
- (3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement of any agreement subordinating the lien or charge hereof.
- (4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose, and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto".
- (5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by a agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby Secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due, and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- (6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be recorded. Beneficiary also shall deposit with Trustee this Deed of Trust, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law for the sale of real property under writ of execution, Trustee, without demand on Trustor, shall sell said property or any part thereof at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. In the event that any indebtedness secured hereby shall not have been fully satisfied by said sale, Trustee may give notice of sale of any property not previously notified 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.



- (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 here under, which instrument, executed and acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where, or document or file number under which, this Deed of Trust is recorded, and the name and address of the new Trustee. If notice of default shall have been recorded, this power of substitution cannot be exercised until after the costs, fees and expenses of the then acting Trustee shall have been paid to such Trustee, who shall endorse receipt thereof upon such instrument of substitution. The procedure herein provided for substitution of Trustee shall be exclusive of all other provisions for substitution, statutory or otherwise.
- (8) The following covenants: Nos. 1, 3, 4, (interest 10%) 5, 6, 8 and 9 of Nevada Revised Statutes 107.030, when not inconsistent with other covenants and provisions herein contained, are hereby adopted and made a part of this Deed of Trust.
- (9) The rights and remedies hereby granted shall not exclude any other rights or remedies granted by law, and all rights and remedies granted hereunder or permitted by law shall be concurrent and cumulative. A violation of any of the Covenants herein expressly set forth shall have the same effect as the violation of any covenant herein adopted by reference.
- (10) It is expressly agreed that the trust created hereby is irrevocable by Trustor.
- (11) That this Deed of Trust applies to, insures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledges, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
- (12) That Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.
- (13) Trustor agrees to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provisions of the covenants herein above adopted by reference.

The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address herein before set forth.

**DO NOT RECORD  
TO TRUSTEE**

**REQUEST FOR FULL RECONVEYANCE**

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.**



**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



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



2900594  
89/86/2883  
8 of 18

use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded February 22, 1991 in Book 3216, Page 526 as Document No. 1461483 of Official Records.

**PARCEL E:**  
A.P.N. 084-040-04

Section 3, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL F:**  
A.P.N. 084-040-06

Section 1, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection



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



2300594  
08/06/2003  
10 of 10

any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL I:**  
A.P.N. 084-140-17

The Northeast  $\frac{1}{4}$  of Section 15, Township 20 North, Range 23 East, M.D.B.&M.

**EXCEPTING THEREFROM** all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

**FURTHER EXCEPTING** and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.





APN: 010-510-001; 010-520-001; 010-730-001;  
010-740-0BG; 010-740-110; 010-740-111;  
010-740-113; 010-740-202

WHEN RECORDED, RETURN TO

GRANTEE/MAIL TAX STATEMENTS TO:

Wendover Parcel

**QUITCLAIM DEED**

By this instrument dated this \_\_\_\_ day of \_\_\_\_\_, 2006, for a valuable consideration, Gholamreza Zandian Jazi does hereby remise, release and forever quitclaim to Ray Koroghli, individually and Fariborz Fred Sadri, individually, and as Trustee of the Star Living Trust, the following described real property in the State of Nevada, County of Elko:

Set forth in Exhibit A attached and incorporated herein by this reference

\_\_\_\_\_  
GHOLAMREZA ZANDIAN JAZI

STATE OF NEVADA        )  
                                  ) SS.:  
COUNTY OF CLARK        )

On \_\_\_\_\_, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Gholamreza Zandian Jazi, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

5 41 02 512362  
FEE FILED  
REQUEST OF

2003 DEC 30 PM 4:09

Stewart Title Co.  
JERRY D. MACY  
ELKO CO. RECORDER

When recorded, return to:  
JAMES R. CAVILIA, ESQ.  
ALLISON, MacKENZIE, RUSSELL,  
PA VLAKIS, WRIGHT & FAGAN, LTD.  
402 North Division Street  
P.O. Box 646  
Carson City, NV 89702

0301167

A.P.N: Nos.: 010-510-001; 010-520-001; 010-730-001; 010-740-0BG; 010-740-110;  
010-740-111; 010-740-113; 010-740-202

GRANT, BARGAIN, AND SALE DEED

THIS INDENTURE, made this 29<sup>th</sup> day of December, 2003, by and between BIG SPRINGS LAND & RESOURCE COMPANY, LLC, a Nevada limited liability company ("BIG SPRINGS"), Grantor, and WENDOVER PROJECT, L.L.C., a Nevada limited liability company, as to an undivided 91.67% and THE STAR LIVING TRUST, Fariborz Sadri, Trustee, as to an undivided 8.33%, Grantee.

WITNESSETH:

That the Grantor, in consideration of the sum of TEN DOLLARS (\$10.00), lawful money of the United States, and other good and valuable consideration to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain and sell to the Grantee, and to its successors and assigns forever, all those certain lots, pieces or parcels of land situate, lying and being in Elko County, Nevada, and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions,

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.

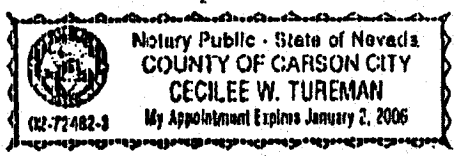
Big Springs Land & Resource Company,  
a Nevada limited liability company

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

3 72540

Exhibit "A"  
Big Horn Ranch Wendover Property Legal Descriptions

TWP	RNG	SEC	ALMOST 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	06	Lots 4, 6, 7, 10, 12, 13, SW/4 NW/4	164.82
33N	69E	01	S/2	320.00
33N	69E	12	All	640.00
33N	69E	25	All	640.00
33N	69E	35	N/2, N/2 S/2	640.00
33N	69E	36	N/2, N/2 SW/4 SE/4, SE/4 SW/4	600.00
33N	70E	08	Lots 7, 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	73.00
33N	70E	21	Lot 2	13.21
33N	70E	29	Lots 3, 5, 8, NW/4 NW/4	73.14
33N	70E	29	Lot 2	16.01
33N	70E	30	Lots 2, 3, NE/4, W/2, W/2 SE/4	612.56
33N	70E	31	Lots 2, 4, 5, 8, 10, 11, NW/4, W/2 SW/4	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)	3.87
33N	70E	*	Parts of 9, 10 and 16 (Parcel 4 of recorded parcel map #485646)	65.31

\* These parcels cover more than one section

6,457.24

3 72541

100762

WFZ1480

Exhibit "A"  
Big Springs Ranch Wendover Property Legal Descriptions

T14N	R10E	SEC	ALLOT/DY PARTS	ACREAGE
32N	69E	01	Lots 1-3, S/2 N/2, S/2	150.34
32N	69E	02	S/2 N/2, S/2	160.00
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	640.00
33N	69E	36	N/2, N/2 SW/4, SE/4, SE/4 SW/4	480.00
33N	70E	00	Lots 2-5, 9 and 11	600.00
33N	70E	15	Lots 12, 13, 15, 18, 20, 23, 25, and 28-30, NE/4 SW/4, SE/4 NW/4, E/2 SE/4 SE/4 NW/4, NW/4 SE/4 SE/4 NW/4	35.00
33N	70E	17	S/2 S/2	160.00
33N	70E	19	All	640.00
33N	70E	20	Lots 2, 3, 6, 11, NW/4 NE/4, N/2 SW/4 NE/4, SE/4 SW/4 NE/4, N/2 SW/4 SW/4 NE/4, NW/4, N/2 SW/4, SW/4 SW/4	416.67
33N	70E	20	Lots 8, 9 and S/2 SW/4 SW/4 NE/4	73.00
33N	70E	21	Lot 2	13.21
33N	70E	29	Lots 3, 5, 8, NW/4 NW/4	73.11
33N	70E	29	Lot 2	16.01
33N	70E	30	Lots 2, 3, NE/4, W/2, W/2 SE/4	612.50
33N	70E	31	Lots 2, 4, 5, 8, 10, 11, NW/4, W/2 SW/4	372.01
33N	70E	*	Plns of 9 and 10 (Parcel 2 of recorded parcel map #485646)	4.21
33N	70E	*	Plns of 9 and 10 (Parcel 1 of recorded parcel map #485646)	3.87
33N	70E	*	Plns of 9, 10 and 16 (Parcel 4 of recorded parcel map #485646)	65.51

\* These parcels cover more than one section

6,457.24

3 72542

100763

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, 6, 7, 10, 12 and 13; SW1/4NW1/4;

TOWNSHIP 33 NORTH, RANGE 70 EAST, M.D.B.&M.

Section 8: Lots 2, 3, 4, 5, 6, 9 and 11;  
Section 9: SE1/4SE1/4; N1/2SW1/4SW1/4SE1/4; E1/2SW1/4SE1/4;  
Section 10: Lot 4;  
Section 15: Lots 12, 13, 15, 18, 20, 23, 24, 25, 26,  
28, 29 and 30; NE1/4SW1/4SE1/4NW1/4;  
E1/2SE1/4SE1/4NW1/4; NW1/4SE1/4SE1/4NW1/4;  
Section 16: N1/2NE1/4NE1/4NE1/4;  
Section 17: S1/2S1/2;  
Section 19: All;  
Section 20: Lots 2, 3, 6 and 11; NW1/4NE1/4; N1/2SW1/4NE1/4;  
SE1/4SW1/4NE1/4; N1/2SW1/4SW1/4NE1/4; NW1/4;  
N1/2SW1/4; SW1/4SW1/4;  
Section 21: Lot 2;  
Section 29: Lots 3, 5 and 8; NW1/4NW1/4;  
Section 30: Lots 2 and 3; NE1/4; W1/2; W1/2SE1/4;  
Section 31: Lots 2, 4, 5, 8, 10 and 11; NW1/4; W1/2SW1/4;

EXCEPTING FROM Sections 9, 10 and 16, Parcels 1, 2, 3 and 4 as  
shown on Parcel Map for Big Springs Land & Resource Co., filed  
in the Office of the Elko County Recorder on July 16, 2002 as  
Continued on next page

-1-

3 72543

SCHEDULE A  
CLTA PRELIMINARY REPORT  
(12/92)

STEWART TITLE  
Guaranty Company

100764

WFZ1482

Order No. 03011167

File Number 485646.

PARCEL 2:

Parcel 1, 2 and 4 as shown on that certain Parcel Map for Big Springs Land & Resource Co. filed in the office of the County Recorder of Elko County, State of Nevada, on July 16, 2002, as File No. 485646, being a portion of Sections 9, 10 and 16, Township 33 North, Range 70 East, M.D.B.&M..

EXCEPTING FROM Parcels 1 and 2 all the oil and gas and geothermal resources in the lands so patented as reserved by the UNITED STATES OF AMERICA in Patent recorded May 26, 1999 in Book 1100, Page 615, Official Records, Elko County, Nevada.

FURTHER EXCEPTING FROM Parcels 1 and 2 those portions lying within the railroad right-of-ways.

PARCEL 3:

TOWNSHIP 33 NORTH, RANGE 70 EAST, M.D.B.&M.

Section 20: Lots 8 and 9; S1/2SW1/4SW1/4NE1/4;

Section 29: Lot 2;

EXCEPTING THEREFROM all the oil and gas and geothermal resources in the lands so patented as reserved by the UNITED STATES OF AMERICA in Patent recorded August 15, 2003 in Book 3, Page 45700, Official Records, Elko County, Nevada.





ASSIGNMENT OF INTEREST IN WENDOVER PROJECT, LLC

The undersigned Assignor, GHOLAMREZA ZANDIAN JAZI, currently holds an interest in WENDOVER PROJECT, LLC, a Nevada limited liability company, consisting of a membership, as well as a management right, and, in consideration of value received, GHOLAMREZA ZANDIAN JAZI herewith transfers and assigns to RAY KOROGHLI, individually, and FARIBORZ FRED SADRI, individually, and as Trustee of the Star Living Trust, all of the Assignor's right as Member or Manager in WENDOVER PROJECT, LLC, a Nevada LLC effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

The Assignor represents that the interest herewith assigned has not been transferred, assigned, encumbered, the subject of any agreement, or security interest and that he holds the full and complete rights, the subject of this Assignment. The Assignor irrevocably appoints the Assignee as the Attorney in Fact to transfer such interests on the books and records of WENDOVER PROJECT, LLC, a Nevada LLC, the Assignor agrees to separately execute a resignation as a Member and Manager of WENDOVER PROJECT, LLC, a Nevada LLC.

The undersigned executes this Assignment on the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
GHOLAMREZA ZANDIAN JAZI



APN: 009-530-001; 009-540-001; 009-550-001; 009-560-004  
009-570-011; 010-090-001; 010-090-003; 010-110-001  
010-120-001; 010-130-001; 010-320-001

WHEN RECORDED, RETURN TO

GRANTEE/MAIL TAX STATEMENTS TO:

Big Spring Ranch Parcel

**QUITCLAIM DEED**

By this instrument dated this \_\_\_\_ day of \_\_\_\_\_, 2006, for a valuable consideration, Gholamreza Zandian Jazi does hereby remise, release and forever quitclaim to Ray Koroghli, individually and Fariborz Fred Sadri, individually, and as Trustee of the Star Living Trust, the following described real property in the State of Nevada, County of Elko:

Set forth in Exhibit A attached and incorporated herein by this reference

\_\_\_\_\_  
GHOLAMREZA ZANDIAN JAZI

STATE OF NEVADA        )  
                                  ) SS.:  
COUNTY OF CLARK     )

On \_\_\_\_\_, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Gholamreza Zandian Jazi, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

512358

FEE \$52 FILE # \_\_\_\_\_  
RECORDED

2003 DEC 30 PM 4:08

Stewart Title Co.

JERRY D. 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 29<sup>th</sup> day of December, 2003, by and  
between BIG SPRINGS LAND & RESOURCE COMPANY, LLC, a Nevada limited liability  
company ("BIG SPRINGS"), Grantor, and BIG SPRING RANCH, L.L.C., a Nevada limited  
liability company, as to an undivided 75% interest and THE STAR LIVING TRUST as to an  
undivided 25% interest, Grantee.

WITNESSETH:

That the Grantor, in consideration of the sum of TEN DOLLARS (\$10.00), lawful  
money of the United States, and other good and valuable consideration to it in hand paid by the  
Grantee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain and  
sell to the Grantee, and to its successors and assigns forever, all those certain lots, pieces or  
parcels of land situate, lying and being in Elko County, Nevada, and more particularly described  
in Exhibit "A" attached hereto and incorporated herein by reference.

3 72491

100766

WFZ1488

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, including but not limited to any right title and interest in any and all grazing rights or allotments appurtenant thereto.

TO HAVE AND TO HOLD all and singular the premises, together with the appurtenances, unto the said Grantee and to its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has executed this conveyance the day and year first above written.

Big Springs Land & Resource Company,  
a Nevada limited liability company

By: Vidler Water Company, Inc., a  
Delaware corporation  
Its Manager

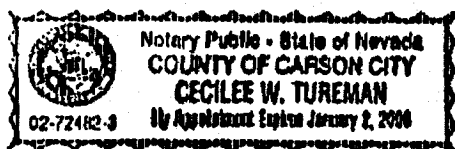
By: *Dorothy A. Timian-Palmer*  
DOROTHY A. TIMIAN-PALMER  
Chief Operating Officer/Director

STATE OF NEVADA        )  
                                  : ss.  
CARSON CITY            )

On December 29, 2003, DOROTHY A. TIMIAN-PALMER, personally appeared before me, a notary public, personally known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that she is the Chief Operating Officer and a Director of Vidler Water Company, a Delaware corporation, and who acknowledged to me that she executed the foregoing GRANT, BARGAIN AND SALE DEED on behalf of said corporation.

*Cecile W. Tureman*

NOTARY PUBLIC



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# EXHIBIT A

County	APN #	Twn	Rng	Sec	Aliquot Parts	Acres
Elko	009-530-001	34N	66E	1	All except 0.23 Ac conv to WPR Co.	640.37
Elko	009-530-001	34N	66E	11	All	640.00
Elko	010-090-001	34N	67E	5	All	638.08
Elko	010-090-001	34N	67E	7	E/2 and ptn of W/2 east of the Nevada Northern Railroad as now constructed	366.98

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**EXHIBIT "A"**  
**Big Springs Ranch Legal Descriptions**

County	APN #	Twn	Rng	Sec	Allotment 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 4.50 Ac to Beaumont in SE/4 SW/4, SW/4 SE/4	235.50
Elko	009-550-001	36N	66E	33	All	640.00
Elko	009-550-001	36N	66E	34	All	640.00
Elko	009-550-001	36N	66E	35	All	640.00
Elko	009-560-004	37N	66E	25	All less 15.22 Ac St Rt 30 ROW	624.78
Elko	009-560-004	37N	66E	27	SE/4 SE/4	40.00
Elko	009-560-004	37N	66E	35	All	625.34
Elko	009-570-011	38N	66E	23	Pin 200' south of the CPRR centerline	568.06
Elko	009-570-011	38N	66E	25	Pin 200' south of the CPRR centerline except 6.44 Ac in N/2 for Wyo tract	591.44
Elko	010-090-001	34N	67E	1	All	638.80
Elko	010-090-001	34N	67E	3	All	638.04
Elko	010-090-001	34N	67E	9	All	640.00
Elko	010-090-001	34N	67E	11	All	640.00



County	APN #	Twn	Rng	Sec	Aliquot Parts	Acres
Elko	010-090-001	34N	67E	13	All	640.00
Elko	010-090-001	34N	67E	15	All	640.00
Elko	010-090-001	34N	67E	17	All	640.00
Elko	010-090-001	34N	67E	19	NE/4, E/2 NW/4, Lots 1 and 2 (N/2) except 4.83 Ac conv to Nevada Northern Railroad Co.	306.35
Elko	010-090-001	34N	67E	21	N/2	320.00
Elko	010-090-001	34N	67E	22	All	640.00
Elko	010-090-001	34N	67E	23	N/2	320.00
Elko	010-090-003	34N	67E	7	Ptn of the E/2 W/2 west of the NNRR RW	46.98
Elko	010-110-001	36N	67E	7	All except 12.70 Ac conv to Northern Nevada Railroad Co.	619.98
Elko	010-110-001	36N	67E	19	All except 12.05 Ac conv to Northern Nevada Railroad Co. except ptn conv to State of NV for Hwy	608.15
Elko	010-110-001	36N	67E	31	All except 12.14 Ac conv to Northern Nevada Railroad Co.	627.26
Elko	010-120-001	37N	67E	1	Ptn 200' south of the CPRRR centerline less 12.76 Ac to SR-30 RAW	589.64
Elko	010-120-001	37N	67E	5	Ptn 200' south of the CPRRR centerline	604.67
Elko	010-120-001	37N	67E	9	NW/4, S/2 less 6.70 Ac conv to Northern Nevada Railroad Co. and 15.10 Ac to SR-30 RAW	458.20
Elko	010-120-001	37N	67E	11	Ptn 200' south of the CPRRR centerline less 11.07 Ac to SR-30 RAW	611.42
Elko	010-120-001	37N	67E	17	All less 16.33 Ac to SR-30 RAW	623.67
Elko	010-120-001	37N	67E	19	All	628.68
Elko	010-130-001	38N	67E	31	Ptn 200' south of the CPRRR centerline	594.40
Elko	010-320-001	35N	68E	7	All except 21.28 Ac conv to Western Pacific Railroad Co. less 45.33 to I-80 RAW	614.35
Elko	010-320-001	35N	68E	17	All north of the WPRR centerline, and all south of the WPRR centerline less 6.89 Ac to I-80 RAW	521.98
<b>Total Acres:</b>						<b>35,254.34</b>

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Order No.: 03012789

### LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada, County of ELKO COUNTY, described as follows:

**PARCEL 1:**

TOWNSHIP 34 NORTH, RANGE 67 EAST, M.D.B.&M.

Section 1: All;  
Section 3: All;  
Section 9: All;  
Section 11: All;  
Section 13: All;  
Section 15: All;  
Section 17: All;  
Section 19: Lots 1 and 2, E1/2NW1/4; NE1/4;

EXCEPTING THEREFROM all that portion of said land as conveyed to Nevada Northern Railway Company in Deed recorded February 7, 1906 in Book 28, Page 617, Deed Records, Elko County, Nevada.

Section 21: N1/2;  
Section 22: All;  
Section 23: N1/2;

EXCEPTING FROM Section 22, TOWNSHIP 34 NORTH, RANGE 67 EAST, M.D.B.&M., all the coal and other valuable minerals in the lands so granted as reserved by The United States of America in Patent recorded June 28, 1946 in Book 8, Page 413, Patent Records, Elko County, Nevada.

FURTHER EXCEPTING FROM all of Parcel 1 all right, title and interest to coal, oil, gas and other minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Russell Wilkins, et ux, et al, in Deed recorded December 10, 1946 in Book 55, Page 63, Deed Records, Elko, Nevada.

FURTHER EXCEPTING FROM Section 22, TOWNSHIP 34 NORTH, RANGE 67 EAST, M.D.B.&M., an undivided 1/2 interest in and to all gas, oil, petroleum, minerals and/or mineral rights, lying in and under said land, as reserved by Theodore E. Smith and Pearl Smith, his wife, in Deed recorded August 15, 1958 in Book 74, Page 181, Deed Records, Elko County.

**PARCEL 2:**

Continued on next page

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SCHEDULE A  
CLTA PRELIMINARY REPORT  
(12/92)

STEWART TITLE  
Guaranty Company

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WFZ1494

Order No. 03012789

TOWNSHIP 35 NORTH, RANGE 66 EAST, M.D.B.&M.

Section 1: All;  
Section 3: All;  
Section 9: All;  
Section 11: All;  
Section 13: All;  
Section 15: All;  
Section 21: All;  
Section 23: All;  
Section 25: All;  
Section 27: S1/2;  
Section 33: All;  
Section 35: All;

EXCEPTING THEREFROM Parcel 2 all petroleum, oil, natural gas, and products derived therefrom, lying in and under said land or that may be produced therefrom, as reserved by Southern Pacific Land Company in Deed recorded August 1, 1949 in Book 57, Page 126, Deed Records, Elko County, Nevada.

PARCEL 3:

TOWNSHIP 35 NORTH, RANGE 68 EAST, M.D.B.&M.

Section 7: All;

EXCEPTING THEREFROM all that portion of said land as conveyed to Western Pacific Railway Company in Deed recorded February 19, 1909 in Book 31, Page 71, Deed Records, Elko County, Nevada.

Section 17: All that portion lying northerly of a line parallel with and one hundred (100) feet northerly of the center center line of Western Pacific Railway Company's railroad known as Arnold "L-1" or "3 $\frac{1}{2}$ " 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 $\frac{1}{2}$ " line, which railroad rights of way were conveyed to Western Pacific Railway Company by Deed No. 126-F, dated November 27, 1908, and recorded February 19, 1909 in Book 31, Page 71, and Deed No. 188-F, dated June 30, 1910, and recorded September 10, 1910 in Book 32, Page 319, Deed Records, Elko County, Nevada.

Continued on next page

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Order No. 03012789

EXCEPTING FROM Parcel 3 all that portion of said land as conveyed to the State of Nevada, acting by and through its Department of Highways in Deed recorded September 7, 1973 in Book 184, Page 44 and recorded June 24, 1976 in Book 230, Page 377, Official Records, Elko County, Nevada, portions of which have been relinquished by Resolution Relinquishing portion of Highway Right of Way recorded October 11, 1985 in Book 504, Page 308, Official Records, Elko County, Nevada.

FURTHER EXCEPTING FROM Parcel 3 all right, title and interest to coal, oil, gas and other minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Russell Wilkins, et ux, et al, in Deed recorded December 10, 1946 in Book 55, Page 63, Deed Records, Elko County, Nevada.

PARCEL 4:

TOWNSHIP 38 NORTH, RANGE 67 EAST, M.D.B.&M.

Section 31: All that portion lying southwesterly of a line two hundred (200) feet southwesterly and parallel with the center line of Central Pacific Railway Company's railroad as now constructed ;

EXCEPTING FROM Parcel 4 all right, title and interest to coal, oil, gas and other minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Russell Wilkins, et ux, et al, in Deed recorded December 10, 1946 in Book 55, Page 63, Deed Records, Elko County, Nevada.

PARCEL 5:

TOWNSHIP 36 NORTH, RANGE 67 EAST, M.D.B.&M.

Section 7: All;  
Section 19: All;  
Section 31: All;

EXCEPTING FROM Parcel 5 all that portion of said land as conveyed to Nevada Northern Railway Company in Deed recorded February 7, 1906 in Book 28, Page 617, Deed Records, Elko County, Nevada.

FURTHER EXCEPTING FROM Section 19 all that portion of said land as conveyed to the State of Nevada, acting by and through its  
Continued on next page

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

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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

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Order No. 03012789

TOWNSHIP 35 NORTH, RANGE 66 EAST, M.D.B.&M.

Section 2: Lots 3 and 4; S1/2NW1/4; SW1/4;  
Section 10: E1/2E1/2;  
Section 14: W1/2W1/2;  
Section 22: NE1/4; SE1/4NW1/4; N1/2SE1/4; SW1/4SE1/4; SE1/4SW1/4;  
Section 27: N1/2;  
Section 28: SE1/4; SE1/4NE1/4;

EXCEPTING FROM Parcel 11 all right, title and interest to coal, oil, gas and other minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Russell Wilkins, et ux, et al, in Deed Recorded December 10, 1946 in Book 55, Page 63, Deed Records, Elko County, Nevada.

PARCEL 12:

TOWNSHIP 36 NORTH, RANGE 66 EAST, M.D.B.&M.

Section 21: E1/2;  
Section 22: W1/2NW1/4; S1/2;  
Section 26: W1/2W1/2;  
Section 27: All;  
Section 28: E1/2E1/2; W1/2SE1/4;

EXCEPTING AND RESERVING THEREFROM the following described land:

Beginning at a point from which the Southwest Corner of Section 28, TOWNSHIP 36 NORTH, RANGE 66 EAST, M.D.B.&M., bears South 84°52' West, 2,519.9 feet distant;

THENCE North 25°20' East, 486.81 feet;

THENCE South 64°40' East, 303.07 feet;

THENCE South 25°21' West, 140.51 feet;

THENCE South 64°40' East, 140.00 feet;

THENCE South 25°20' West, 346.30 feet;

THENCE North 64°40' West, 443.07 feet;

Section 33: All;  
Section 34: All;

Continued on next page

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WFZ1500



Order No. 03012789

EXCEPTING FROM Parcel 12 all right, title and interest to coal, oil, gas and other minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Russell Wilkins, et ux, et al, in Deed recorded December 10, 1946 in Book 55, Page 63, Deed Records, Elko County, Nevada.

PARCEL 13:

TOWNSHIP 35 NORTH, RANGE 66 EAST, M.D.B.&M.

Section 34: W1/2;

EXCEPTING FROM Section 13 all minerals, mineral rights, gas, oil, coal and other hydrocarbons, in, under or upon said property or that may in any way be produced therefrom as reserved by W.J. Thomas and Grace E. Thomas, his wife, in Deed recorded January 23, 1959 in Book 75, Page 376, Deed Records, Elko County, Nevada.

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FEE 17 FEE REQUEST

2003 DEC 30 PM 4:08

Stewart Title Co.  
JERRY W. HENNING  
ELKO COUNTY CLERK

When recorded, return to:  
JAMES R. CAVILIA, ESQ.  
ALLISON, MacKENZIE, RUSSELL,  
PA VLAKIS, WRIGHT & FAGAN, LTD.  
402 North Division Street  
P.O. Box 646  
Carson City, NV 89702

A.P.N: Nos.: 009-530-001; 010-090-001

03012789

GRANT, BARGAIN, AND SALE DEED

THIS INDENTURE, made this 31<sup>st</sup> day of December, 2003, by and between NEVADA LAND AND RESOURCE COMPANY, LLC, a Delaware limited liability company ("NLRC"), Grantor, and BIG SPRING RANCH, L.L.C., a Nevada limited liability company, as to an undivided 75% interest and 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,

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remainder and remainders, rents, issues and profits thereof, including but not limited to any right title and interest in any and all grazing rights or allotments appurtenant thereto.

TO HAVE AND TO HOLD all and singular the premises, together with the appurtenances, unto the said Grantee and to its successors and assigns forever.

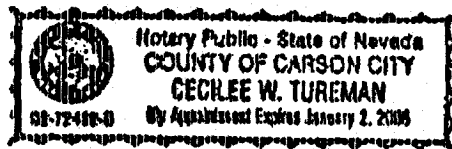
IN WITNESS WHEREOF, the Grantor has executed this conveyance the day and year first above written.

Nevada Land and Resource Company, LLC  
a Delaware limited liability company

By: *Dorothy A. Timian-Palmer*  
DOROTHY A. TIMIAN-PALMER  
Chief Operating Officer/Director

STATE OF NEVADA        )  
  : ss.  
CARSON CITY            )

On December 29, 2003, DOROTHY A. TIMIAN-PALMER, personally appeared before me, a notary public, personally known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that she is the Chief Operating Officer and a Director of Nevada Land and Resource Company, a Delaware limited liability company, and who acknowledged to me that she executed the foregoing GRANT, BARGAIN AND SALE DEED on behalf of said corporation.



*Ceclee W. Tureman*  
NOTARY PUBLIC

# EXHIBIT A

County	APN #	Twp	Rng	Sec	Aliquot Parts	Acres:
Elko	009-530-001	34N	66E	1	All except 0.23 Ac conv to WPK Co.	640.37
Elko	009-530-001	34N	66E	11	All	640.00
Elko	010-090-001	34N	67E	5	All	638.08
Elko	010-090-001	34N	67E	7	E/2 and pt of W/2 east of the Nevada Northern Railroad as now constructed	366.98

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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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ASSIGNMENT OF INTEREST IN BIG SPRING RANCH, LLC

The undersigned Assignor, GHOLAMREZA ZANDIAN JAZI, currently holds an interest in BIG SPRING RANCH, LLC, a Nevada limited liability company, consisting of a membership, as well as a management right, and, in consideration of value received, GHOLAMREZA ZANDIAN JAZI herewith transfers and assigns to RAY KOROGHLI, individually, and FARIBORZ FRED SADRI, individually, and as Trustee of the Star Living Trust, all of the Assignor's right as Member or Manager in BIG SPRING RANCH, a Nevada LLC effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

The Assignor represents that the interest herewith assigned has not been transferred, assigned, encumbered, the subject of any agreement, or security interest and that he holds the full and complete rights, the subject of this Assignment. The Assignor irrevocably appoints the Assignee as the Attorney in Fact to transfer such interests on the books and records of BIG SPRING RANCH, LLC, a Nevada LLC, the Assignor agrees to separately execute a resignation as a Member and Manager of BIG SPRING RANCH, LLC, a Nevada LLC.

The undersigned executes this Assignment on the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
GHOLAMREZA ZANDIAN JAZI





**ASSIGNMENT OF INTEREST IN**  
**NEVADA LAND & WATER RESOURCES, LLC**

The undersigned Assignor, GHOLAMREZA ZANDIAN JAZI, currently holds an interest in NEVADA LAND & WATER RESOURCES, LLC, a Nevada limited liability company, consisting of a membership, as well as a management right, and, in consideration of value received, GHOLAMREZA ZANDIAN JAZI herewith transfers and assigns to RAY KOROGHLI, individually, and FARIBORZ FRED SADRI, individually, and as Trustee of the Star Living Trust, all of the Assignor's right as Member or Manager in NEVADA LAND & WATER RESOURCES, LLC, a Nevada LLC effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

The Assignor represents that the interest herewith assigned has not been transferred, assigned, encumbered, the subject of any agreement, or security interest and that he holds the full and complete rights, the subject of this Assignment. The Assignor irrevocably appoints the Assignee as the Attorney in Fact to transfer such interests on the books and records of NEVADA LAND & WATER, LLC, a Nevada LLC, the Assignor agrees to separately execute a resignation as a Member and Manager of NEVADA LAND & WATER RESOURCES, LLC, a Nevada LLC.

The undersigned executes this Assignment on the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
GHOLAMREZA ZANDIAN JAZI



JOHN PETER LEE, L.P.D.  
ATTORNEYS AT LAW  
830 LAS VEGAS BOULEVARD SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

1 RELS  
JOHN PETER LEE, LTD.  
2 JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
3 MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
4 830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
5 (702) 382-4044 Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant  
6

7 DISTRICT COURT

8 CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDIAN JAZI,  
10 Plaintiff,

CASE NO.: A511131  
DEPT. NO.: XIII

11 v.

12 RAY KOROGHLI, individually, FARIBORZ FRED  
SADRI, individually, and as Trustee of the Star  
13 Living Trust, WENDOVER PROJECT, LLC, a  
Nevada limited liability company; BIG SPRING  
14 RANCH, LLC, a Nevada limited liability company,  
and NEVADA LAND AND WATER  
15 RESOURCES, LLC, a Nevada limited liability  
company,  
16

RELEASE OF LIS PENDENS

17 Defendants.

18 RAY KOROGHLI, individually and FARIBORZ  
FRED SADRI, individually,  
19

20 Counterclaimants,

DATE: N/A  
TIME: N/A

21 v.

22 GHOLAMREZ ZANDIAN JAZI,  
23

Counterdefendant.

24 WENDOVER PROJECT, LLC,  
25

Counterclaimant,

26 v.

27 GHOLAMREZ ZANDIAN JAZI,  
28

Counterdefendant.

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GHOLAMREZ ZANDIAN JAZI,  
Counterclaimant,  
v.  
WENDOVER PROJECT, LLC,  
Counterdefendant,

1334.022860-JLR

NOTICE is hereby given that the undersigned did, on the 30th day of January, 2006 file a Notice of Lis Pendens with the above-referenced Court, a copy of which was recorded with the Elko County Recorder as Document Number 548113 on February 2, 2006.

NOW THEREFORE, for valuable consideration, the undersigned does by these presents release, satisfy and discharge said Lis Pendens.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

JOHN PETER LEE, LTD.

BY: \_\_\_\_\_  
John Peter Lee, Esq.  
Nevada Bar No. 001768  
Michael A. Reynolds, Esq.  
Nevada Bar No. 008631  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
Ph: (702) 382-4044/Fax: (702) 383-9950  
Attorneys for Plaintiffs

**JOHN PETER LEE, LTD.**  
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1 RELS  
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2 JOHN PETER LEE, ESQ.  
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3 MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
4 830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
5 (702) 382-4044 Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant  
6

7 DISTRICT COURT

8 CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDIAN JAZI,

10 Plaintiff,

11 v.

12 RAY KOROGHLI, individually, FARIBORZ FRED  
SADRI, individually, and as Trustee of the Star  
13 Living Trust, WENDOVER PROJECT, LLC, a  
Nevada limited liability company; BIG SPRING  
14 RANCH, LLC, a Nevada limited liability company,  
and NEVADA LAND AND WATER  
15 RESOURCES, LLC, a Nevada limited liability  
company,

16 Defendants.  
17

18 RAY KOROGHLI, individually and FARIBORZ  
FRED SADRI, individually,

19 Counterclaimants,  
20

21 v.

22 GHOLAMREZ ZANDIAN JAZI,

23 Counterdefendant.  
24

25 WENDOVER PROJECT, LLC,

26 Counterclaimant,  
27

28 v.

GHOLAMREZ ZANDIAN JAZI,

Counterdefendant.

CASE NO.: A511131  
DEPT. NO.: XIII

RELEASE OF LIS PENDENS

DATE: N/A  
TIME: N/A

JOHN PETER LEE, LTD.  
ATTORNEYS AT LAW  
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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 Elko  
9 County Recorder as Document Number 542563 on October 25, 2005.

10 NOW THEREFORE, for valuable consideration, the undersigned does by these presents  
11 release, satisfy and discharge said Lis Pendens.

12 DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

13 JOHN PETER LEE, LTD.

14 BY: \_\_\_\_\_

15 John Peter Lee, Esq.  
16 Nevada Bar No. 001768  
17 Michael A. Reynolds, Esq.  
18 Nevada Bar No. 008631  
19 830 Las Vegas Boulevard South  
20 Las Vegas, Nevada 89101  
21 Ph: (702) 382-4044/Fax: (702) 383-9950  
22 Attorneys for Plaintiffs  
23  
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**JOHN PETER LEE, LTD.**  
ATTORNEYS AT LAW  
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LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

1 RELS  
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2 JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
3 MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
4 830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
5 (702) 382-4044 Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant  
6

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**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

9 GHOLAMREZA ZANDIAN JAZI,  
10  
11 Plaintiff,

CASE NO.: A511131  
DEPT. NO.: XIII

11 v.

12 RAY KOROGHLI, individually, FARIBORZ FRED  
SADRI, individually, and as Trustee of the Star  
Living Trust, WENDOVER PROJECT, LLC, a  
13 Nevada limited liability company; BIG SPRING  
RANCH, LLC, a Nevada limited liability company,  
14 and NEVADA LAND AND WATER  
RESOURCES, LLC, a Nevada limited liability  
15 company,

**RELEASE OF LIS PENDENS**

16  
17 Defendants.

18 RAY KOROGHLI, individually and FARIBORZ  
FRED SADRI, individually,

19  
20 Counterclaimants,

DATE: N/A  
TIME: N/A

21 v.

22 GHOLAMREZ ZANDIAN JAZI,

23  
24 Counterdefendant.

25 WENDOVER PROJECT, LLC,

26  
27 Counterclaimant,

28 v.

GHOLAMREZ ZANDIAN JAZI,

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  
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  
15 BY: \_\_\_\_\_  
16 John Peter Lee, Esq.  
17 Nevada Bar No. 001768  
18 Michael A. Reynolds, Esq.  
19 Nevada Bar No. 008631  
20 830 Las Vegas Boulevard South  
21 Las Vegas, Nevada 89101  
22 Ph: (702) 382-4044/Fax: (702) 383-9950  
23 Attorneys for Plaintiffs  
24  
25  
26  
27  
28

JOHN PETER LEE, LTD.  
ATTORNEYS AT LAW  
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LAS VEGAS, NEVADA 89101  
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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 )  
14 Nevada limited liability company; BIG SPRING )  
RANCH, LLC, a Nevada limited liability company, )  
15 and NEVADA LAND AND WATER )  
RESOURCES, LLC, a Nevada limited liability )  
16 company, )  
17 Defendants.

RELEASE OF LIS PENDENS

18 RAY KOROGHLI, individually and FARIBORZ )  
FRED SADRI, individually, )  
19 Counterclaimants, )  
20

DATE: N/A  
TIME: N/A

21 v.  
22 GHOLAMREZ ZANDIAN JAZI, )  
23 Counterdefendant. )

24 WENDOVER PROJECT, LLC, )  
25 Counterclaimant, )

26 v.  
27 GHOLAMREZ ZANDIAN JAZI, )  
28 Counterdefendant. )

**JOHN PETER LEE, L.L.D.**  
ATTORNEYS AT LAW  
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GHOLAMREZ ZANDIAN JAZI,  
Counterclaimant,  
v.  
WENDOVER PROJECT, LLC,  
Counterdefendant,

1334.022860-JLR

NOTICE is hereby given that the undersigned did, on the 16th day of November, 2005 file a Notice of Lis Pendens with the above-referenced Court, a copy of which was recorded with the Clark County Recorder in Book/Instrument 20051116-0004202 on November 16, 2005.

NOW THEREFORE, for valuable consideration, the undersigned does by these presents release, satisfy and discharge said Lis Pendens.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

JOHN PETER LEE, LTD.

BY: \_\_\_\_\_  
John Peter Lee, Esq.  
Nevada Bar No. 001768  
Michael A. Reynolds, Esq.  
Nevada Bar No. 008631  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
Ph: (702) 382-4044/Fax: (702) 383-9950  
Attorneys for Plaintiffs





**DEAN HELLER**  
 Secretary of State  
 202 North Carson Street  
 Carson City, Nevada 89701-4201  
 (775) 684 5700  
 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.*

Nevada Secretary of State Resignation of Officer 2503  
 Revised on: 02/03/05





DEAN HELLER  
 Secretary of State  
 202 North Carson Street  
 Carson City, Nevada 89701-4201  
 (775) 684 5708  
 Website: secretaryofstate.biz

Certificate of Resignation of Officer,  
 Director, Manager, Member, General  
 Partner, Trustee or Subscriber

ABOVE SPACE IS FOR OFFICE USE ONLY

Certificate of Resignation of  
 Officer, Director, Manager, Member,  
 General Partner, Trustee or Subscriber

1. The name and title(s) of person that desires to resign:

GHOLAMREZA ZANDIAN JAZI

(Name)

Manager

(Title(s))

2. The name and file number of the entity for which resignation is being made:

NEVADA LAND & WATER RESOURCES, L.L.C.

(Name of Entity)

(File Number)

3. Signature: \_\_\_\_\_

4. Fee: \$75.00 per form. Resignation of one person from one entity per form.

*This form must be accompanied by appropriate fees.*

Nevada Secretary of State Resignation of Officer 2303  
 Revised on: 02/03/06





**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.*

Nevada Secretary of State Resignation of Officer 2003  
 Revised on: 02/03/06





1 RCPT  
JOHN PETER LEE, LTD.  
2 JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
3 MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
4 830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
5 (702) 382-4044 Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant  
6

7 DISTRICT COURT

8 CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDIAN JAZI,

10 Plaintiff,

11 v.

12 RAY KOROGHLI, individually, FARIBORZ FRED  
SADRI, individually, and as Trustee of the Star  
13 Living Trust, WENDOVER PROJECT, LLC, a  
Nevada limited liability company; BIG SPRING  
14 RANCH, LLC, a Nevada limited liability company,  
and NEVADA LAND AND WATER  
15 RESOURCES, LLC, a Nevada limited liability  
company,

16 Defendants.  
17

18 RAY KOROGHLI, individually and FARIBORZ  
FRED SADRI, individually,

19 Counterclaimants,  
20

21 v.

22 GHOLAMREZ ZANDIAN JAZI,

23 Counterdefendant.  
24

25 WENDOVER PROJECT, LLC,

26 Counterclaimant,  
27

28 v.

GHOLAMREZ ZANDIAN JAZI,

Counterdefendant.

CASE NO.: A511131  
DEPT. NO.: XIII

RECEIPT

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  
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1 GHOLAMREZ ZANDIAN JAZI,  
2 Counterclaimant,  
3 v.  
4 WENDOVER PROJECT, LLC,  
5 Counterdefendant,

6 1334.022860-JLR

7 RECEIPT of \$250,000 made payable to John Peter Lee, Ltd., in compliance and in  
8 conformity with the Award of Floyd Hale, Arbitrator dated September 20, 2006 is acknowledged this  
9 \_\_\_ day of \_\_\_\_\_, 2006.

10 JOHN PETER LEE, LTD.

11  
12 BY: \_\_\_\_\_  
13 John Peter Lee, Esq.  
14 Nevada Bar No. 001768  
15 Michael A. Reynolds, Esq.  
16 Nevada Bar No. 008631  
17 830 Las Vegas Boulevard South  
18 Las Vegas, Nevada 89101  
19 Ph: (702) 382-4044/Fax: (702) 383-9950  
20 Attorneys for Plaintiff/Counterdefendant

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ATTORNEYS AT LAW  
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LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950



**MUTUAL RELEASE OF CLAIMS**

This Mutual Release of Claims is made this \_\_\_\_\_ day of \_\_\_\_\_, 2006 by and between GHOLAMREZA ZANDIAN JAZI ("Zandian"), Ray Koroghli ("Koroghi"), Fariborz Fred Sadri ("Sadri"), Wendover Project, LLC ("Wendover"), Nevada Land and Water Resources, LLC ("Nevada Land") and Big Spring Ranch, LLC, ("Big Spring"). For purposes of this agreement, Zandian is hereinafter called Plaintiff and all of the individuals and LLCs are jointly called Defendants.

**RECITALS**

WHEREAS disputes have arisen by and between the Plaintiff and the Defendants resulting in litigation which was commenced in the District Court, Clark County Nevada, given Case No. A511131; and

WHEREAS the matter was thereafter referred to arbitration before Floyd A. Hale by an agreement; and

WHEREAS, in addition to the Complaint, the Defendants filed various Counterclaims against the Plaintiff in the District Court action, all of which claims were heretofore referred to Floyd A. Hale to arbitrate; and

WHEREAS the parties to this Release, Plaintiff and the Defendants, commenced the arbitration process before Floyd A. Hale, which commenced on the 22nd day of August, 2006 and ended on the 8th day of September, 2006; and

WHEREAS on the latter date an order was entered on the record concerning settlement of the claims asserted by the Plaintiff, and the counterclaims asserted by the Defendants, which will be reduced to an order entered in the arbitration proceedings; and

WHEREAS the order provides for the release of certain rights by the parties, one against the other, and the payment of sums by certain of the Defendants, all as set forth in separate instruments, and further set forth in the Arbitration Order; and

WHEREAS these parties desire to settle and resolve all issues, allegations, claims, rights, defenses and obligations and causes of action asserted, or which could have been asserted by the Plaintiff against the Defendants and the Defendants against the Plaintiff;

NOW THEREFORE in consideration of these Recitals and the mutual covenants, promises and conditions hereinafter set forth, these parties agree as follows:

1. In consideration of the mutual covenants of the parties hereto, their heirs, executors, administrators, assigns, representative trustees, beneficiaries, directors, officers, employees, agents and attorneys and assigns to enter to this Mutual Release whereby the Plaintiff releases the Defendants and the Defendants release the Plaintiff from any and all demands, claims, damages, lawsuits, causes of action, costs and expenses of whatever character, known or unknown, and whenever occurring in the past, in the present or which will accrue in the future in any way, which are directly or indirectly related to the demands, claims and causes of action alleged, or which could have been alleged by the parties in the Complaint, the Amended Complaint and the various Counterclaims, or any amendments which could have been filed in the underlying proceedings.

2. The parties recognize that the Plaintiff and that the Defendants each may have claims against the others, of which they are unaware, it is the intention of the parties entering into this Mutual Release that this instrument will terminate the claim of the Plaintiff as against the Defendants and the Defendants against the Plaintiff, and prevent them from asserting the same. To this end, the

parties, and each of them, do waive all rights and benefits conferred upon them by statute or common law of any jurisdiction which has provisions which provides generally as follows:

“a general release does not extend to claims which the creditor does know or suspect in his favor at the time of executing the Release, which, if known by him, must have materially effected his settlement with the Debtor.”

The Plaintiff indemnifies the Defendants and the Defendants indemnify the Plaintiff from any and all claims asserted against any of them as a result of, or in connection with, any action or proceeding brought directly or indirectly on behalf, in the name of anyone claiming standing through the Plaintiff or the Defendants, contrary to the provisions of the Releases as provided for in this agreement.

3. This mutual settlement agreement is a compromise of disputed claims and arises out of, connected with, and relating to the underlying action and is not to be constructed as an admission of liability on the part of any party, all of whom expressly deny liability.

4. The construction, effect and validity of this agreement is governed by the laws of the State of Nevada and shall bind and inure to the benefit of each party and constitutes the entire agreement among the parties with respect to the subject hereto and may not be amended, except in writing, executed by the party to be charged.

5. Each party agrees to do anything necessary, and to execute all instruments necessary proper to effectuate the provisions and intent of this agreement, and each party shall mark cancelled and deliver to the other all evidence of any debt or obligation owed to the other, including Notes, Deeds of Trust or promises to pay, including, but not limited to, that certain Promissory Note

executed by Zandian in favor of Fariborz Fred Sadri and the Star Living Trust for \$333,333 secured by a Deed of Trust on 4,400 acres of property in Washoe County, Nevada.

6. Each party warrants that he has the power, capacity and authority to enter into this Mutual Release.

7. The Plaintiff and the Defendants separately acknowledge that their execution of this Release is freely and voluntarily done, and that all Recitals are true and correct, and they have not assigned or transferred to any person the matters released hereunder.

8. All the terms and conditions herein are severable in the event that any terms held are considered unenforceable by any court of competent jurisdiction. This agreement shall be interpreted as if the unenforceable terms were not contained herein.

9. This mutual agreement shall not create any rights in any person who is not a party hereto.

10. This mutual settlement agreement may be signed in multiple originals, each of which is considered a counterpart of the others, and taken together shall constitute one original.

DATED the day above first written.

---

GHOLAMREZA ZANDIAN JAZI

---

RAY KOROGHLI, individually

---

FARIBORZ FRED SADRI, individually and  
as Trustee of the Star Living Trust



WENDOVER PROJECT, LLC

BY: \_\_\_\_\_

NEVADA LAND & WATER RESOURCES, LLC

BY: \_\_\_\_\_

BIG SPRING RANCH, LLC

BY: \_\_\_\_\_



1 ARB  
2 FLOYD A. HALE, ESQ.  
3 Nevada Bar No. 1873  
4 JAMS  
5 2300 W. Sahara, #900  
6 Las Vegas, NV 89102  
7 Ph: (702) 457-5267  
8 Fax: (702) 437-5267  
9 Arbitrator.

RECEIVED  
MAR 02 2007

JOHN PETER LEE, LTD.

DISTRICT COURT

CLARK COUNTY, NEVADA

10 GHOLAMREZA ZANDIAN JAZI, ) Case No. A511131  
11 ) Dept. No. XII  
12 Plaintiff, )  
13 vs. )  
14 RAY KOROGHLI, individually, )  
15 FABIRORZ FRED SADRI, individually, )  
16 and as Trustee of the Star Living Trust, )  
17 WENDOVER PROJECT, LLC, a Nevada )  
18 limited liability company; BIG SPRING )  
19 RANCH, LLC, a Nevada limited liability )  
20 company, and NEVADA LAND AND )  
21 WATER RESOURCES, LLC, a Nevada )  
22 limited liability company, )  
23 Defendants. )

ARBITRATOR REPORT AND RECOMMENDATION TO  
DISTRICT COURT

23 This matter was submitted to Arbitration and Arbitration Hearings were conducted for two  
24 days, as well as the submission of voluminous exhibits, depositions and briefs. During the  
25 Arbitration proceeding, the parties agreed to meet with the Arbitrator in an effort to resolve the  
26 dispute. With agreement of counsel, the parties met directly with the Arbitrator and an agreement  
27 for a final conclusion of this matter was read into the record, being recorded by a court reporter.  
28

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1 The undersigned then issued an Arbitration Decision based upon the evidence submitted as well  
2 as the agreement of the parties.

3  
4 On January 11, 2007, counsel for the parties conducted a hearing before this Court  
5 regarding confirmation of the Arbitration Award. Counsel for the parties could not reach an  
6 agreement as to what documents needed to be signed to effect the Arbitration Decision. For that  
7 reason, the matter was referred back to the Arbitrator for further proceedings. The actual  
8 reference, contained in page 25, line 6-14 of the January 11, 2007, transcript is as follows:  
9

10 THE COURT: I'm going to resolve your problem. Its real easy. I am  
11 going to refer the matter back to Floyd Hale for further proceedings,  
12 consistent with the 9/8/06 transcript. Those will include getting the  
13 mechanism for the spouses of the parties to sign the documents, getting  
14 a mechanism for the waiver of the release of the rights of first refusal  
15 that exist, entering into the settlement agreement the parties entered  
16 into. If he is unable to reach an agreement among the parties, then I  
17 will have the final word.

18 The District Court has already indicated that wives of the principals will need to sign  
19 documents. The following report and recommendation will reference the parties to the  
20 Arbitration with the understanding that the District Court has already indicated that wives for  
21 those parties will be required to sign all necessary documents.

22 IT IS REPORTED AND RECOMMENDED to the Court that the following documents  
23 will need to be executed by the parties and their wives:

24 4,400 acres of real estate, owned by Poh Rah, LLC: The only members of the Pah Rah,  
25 LLC are the parties to this action: Zandian Jazi; Ray Koroghli and Fred Sadri. These parties will  
26 be required to sign a Grant Bargain Sale Deed to transfer the 4,400 acres of real estate to Zandian  
27 Jazi. Fred Sadri will need to execute a full reconveyance of the Deed of Trust and release the  
28 Promissory Note which was secured by the Deed of Trust as to this property. The parties will also

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1 have to sign a waiver of any right of first refusal to this property.  
2           320 acres owned by Big Springs Ranch, LLC. The only members of the Big Springs  
3 Ranch LLC, are the parties to this action and Mr. Abrishami. If Mr. Zandian Jazi can obtain the  
4 signature of Mr. Abrishami on a Deed to transfer this property, then the parties to this action must  
5 all execute a Grant Bargain Sale Deed transferring this real estate to Zandian Jazi. If Mr. Jandian  
6 Jazi is unable to obtain the signature of Mr. Abrishami, then Mr. Sadri and Mr. Koroghli are  
7 required to sign a Quit Claim Deed from Big Springs Ranch, LLC to Zandian Jazi to sign waivers  
8 of rights of first refusal.  
9

10           \$250,000.00 Payment to Zandian Jazi: There has been a dispute as to what entity is  
11 responsible for making this payment. During the Arbitration Proceedings, as well as during prior  
12 meetings with the parties, it was represented to the Arbitrator that Mr. Sadri and Mr. Koroghli  
13 would make this payment. It is Recommended that either Mr. Sadri or Mr. Koroghli, or both, are  
14 individually responsible for this payment. Sadri and Koroghli may, however, execute the  
15 payment check or draft in whatever representative capacity that they believe is the most  
16 appropriate.  
17

18           Transfer of Wendover Project, LLC Interest: Zandian Jazi has agreed to waive or transfer  
19 any interest that he has, if any, in the Wendover Project, LLC. Mr. Netzorg has argued that it is  
20 incumbent upon Mr. Zandian Jazi to obtain signatures on waivers of rights of first refusal from  
21 all members of the LLC. This was not part of the settlement agreement and the District Court  
22 should be aware that the Defendants contested that Zandian Jazi even owned rights in the  
23 Wendover Project, LLC at the time of the arbitration.  
24

25           It is the Report and Recommendation of the Arbitrator that Zandian Jazi sign a transfer  
26 of all interest that he owns in the Wendover Project, LLC directly to: "Wendover Project, LLC."  
27  
28

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1 Zandian Jazi must also sign a waiver of any right of first refusal that he has as to that LLC.  
2  
3 The remaining managing members of the Wendover Project LLC are responsible for  
4 determining the appropriate allocation of the Zandian Jazi interest. If they believe that it is  
5 necessary to obtain waivers of rights of first refusal to make that allocation of interest, then it is  
6 their responsibility to do so. Before distributing Mr. Zandian Jazi's interest, the managing  
7 members of the LLC should either distribute that interest in accordance with the operating  
8 agreements or, alternatively, obtain whatever signatures that the managing members determine  
9 are necessary to make a different distribution or allocation of that interest. It would seem unfair  
10 to place this burden on the transferring party who is merely transferring his interest to the entire  
11 Wendover Project, LLC.  
12

13 Big Springs Ranch, LLC: As with the Wendover Project, LLC, Mr. Zandian Jazi will be  
14 required to execute a transfer of interest and waiver of any interest of the Big Springs Ranch,  
15 LLC, directly to: "Big Springs Ranch, LLC." He must also execute a waiver of right of first  
16 refusal that he would have under that LLC. As stated with the Wendover Project, LLC, it is the  
17 duty of the managing members of the Big Springs Ranch, LLC, to make an appropriate  
18 distribution or allocation of this interest. The remaining managing members of the Big Springs  
19 Ranch, LLC must either transfer the property as required by the operating agreement or obtain  
20 whatever waivers of rights of first refusal that are necessary to make a transfer which they believe  
21 are necessary.  
22  
23

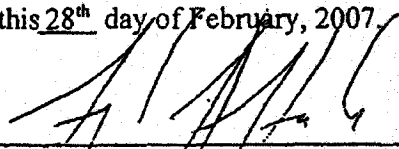
24 CONCLUSION:

25 Mr. Netzorg has contested the requirement that the receiving LLC entities are required to  
26 obtain waivers of rights of first refusal. Actually, waivers are not necessary if the receiving  
27 interest is transferred pursuant to the operating agreement. If the managing members want to  
28

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1 obtain waivers of rights of first refusal to make a different distribution, they are certainly free to  
2 do so. That should not be the burden of Mr. Zandian Jazi.  
3  
4 Mr. Netzorg has also asked for numerous documents regarding a purported transfer of Mr.  
5 Zandian Jazi's shipyard stock. There was absolutely no evidence that any entity related to these  
6 proceedings acknowledged receipt of that stock or issued any credit related to receipt of that  
7 stock. Although that stock was discussed during the Arbitration proceedings, there was no  
8 competent evidence regarding that stock being relevant to the Arbitration proceedings.  
9

10 RESPECTFULLY SUBMITTED this 28<sup>th</sup> day of February, 2007.

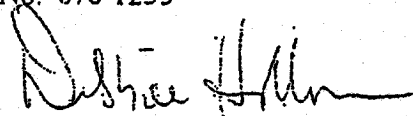
11 By:   
12 FLOYD A. HALE  
13 2300 W. Sahara, #900  
14 Las Vegas, NV 89102  
15 Arbitrator

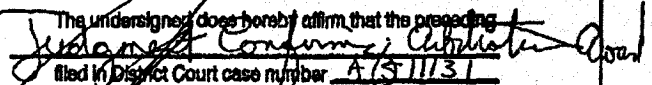
16 CERTIFICATE OF FACSIMILE AND MAIL

17 I hereby certify that on the 28<sup>th</sup> day of February, 2007, I faxed and mailed a true and  
18 correct copy of the foregoing addressed to:

19 John Peter Lee, Esq.  
20 830 Las Vegas Boulevard South  
21 Las Vegas, NV 89101  
22 Attorneys for Plaintiffs  
23 Fax No. 383-9950

24 John Netzorg, Esq.  
25 2810 West Charleston Blvd. #H-81  
26 Las Vegas, NV 89102  
27 Attorneys for Defendants  
28 Fax No. 878-1255

By:   
Employee of Jams

**AFFIRMATION**  
Pursuant to NRS 239B.030  
The undersigned does hereby affirm that the preceding  
  
filed in District Court case number A511131  
DOES NOT contain the social security number of any person.  
Date 6/8/07

ORIGINAL

17

1 NOEJ  
 2 JOHN PETER LEE, LTD.  
 3 JOHN PETER LEE, ESQ.  
 Nevada Bar No. 001768  
 4 MICHAEL A. REYNOLDS, ESQ.  
 Nevada Bar No. 008631  
 5 830 Las Vegas Boulevard South  
 Las Vegas, Nevada 89101  
 (702) 382-4044 Fax: (702) 383-9950  
 Attorneys for Plaintiff/Counterdefendant

FILED

JUN 8 4 27 PM '07

*Cliff SRS*  
CLERK OF THE COURT

DISTRICT COURT

CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDIAN JAZI, )  
 10 Plaintiff, )  
 11 v. )  
 12 RAY KOROGHLI, individually, FARIBORZ FRED )  
 SADRI, individually, and as Trustee of the Star )  
 13 Living Trust, WENDOVER PROJECT, LLC, a )  
 Nevada limited liability company; BIG SPRING )  
 14 RANCH, LLC, a Nevada limited liability company, )  
 and NEVADA LAND AND WATER )  
 15 RESOURCES, LLC, a Nevada limited liability )  
 company, )  
 16 Defendants.

CASE NO.: A511131  
DEPT. NO.: XI

NOTICE OF ENTRY OF  
JUDGMENT CONFIRMING  
ARBITRATION AWARD

18 RAY KOROGHLI, individually and FARIBORZ )  
 FRED SADRI, individually, )  
 19 Counterclaimants, )  
 20 v. )  
 GHOLAMREZ ZANDIAN JAZI, )  
 Counterdefendant.

DATE: 6-5-07  
TIME: 9:00 a.m.

24 WENDOVER PROJECT, LLC, )  
 Counterclaimant, )  
 25 v. )  
 26 GHOLAMREZ ZANDIAN JAZI, )  
 Counterdefendant.

JOHN PETER LEE, LTD.  
 ATTORNEYS AT LAW  
 830 LAS VEGAS BOULEVARD SOUTH  
 LAS VEGAS, NEVADA 89101  
 Telephone (702) 382-4044  
 Telecopier (702) 383-9950

CLERK OF THE COURT

JUN 8 2007

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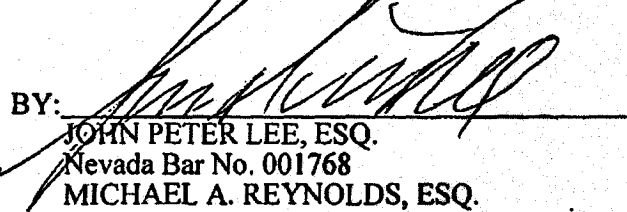
1 GHOLAMREZ ZANDIAN JAZI,  
2 Counterclaimant,  
3 v.  
4 WENDOVER PROJECT, LLC,  
5 Counterdefendant,

6 1334.022860-JLR

7 PLEASE TAKE NOTICE that an JUDGMENT CONFIRMING ARBITRATION was filed  
8 in the above matter on the 8th day of June, 2007. A copy of said JUDGMENT is attached hereto.

9 DATED this 8th day of June, 2007.

10 JOHN PETER LEE, LTD.

11  
12 BY: 

13 JOHN PETER LEE, ESQ.  
14 Nevada Bar No. 001768  
15 MICHAEL A. REYNOLDS, ESQ.  
16 Nevada Bar No. 008631  
17 830 Las Vegas Boulevard South  
18 Las Vegas, Nevada 89101  
19 Ph: (702) 382-4044/Fax: (702) 383-9950  
20 Attorneys for Plaintiff/Counterdefendant  
21 Gholamreza Zandian Jazi

22  
23  
24  
25  
26  
27  
28  
JOHN PETER LEE, LTD.  
ATTORNEYS AT LAW  
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Telephone (702) 382-4044  
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1 JUDGE  
JOHN PETER LEE, LTD.  
2 JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
3 MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
4 830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
5 (702) 382-4044 Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant  
6

FILED  
JUN 8 10 50 AM '07  
*Clark*  
CLERK OF THE COURT

7 DISTRICT COURT  
8 CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDIAN JAZI,  
10 Plaintiff,  
11 v.  
12 RAY KOROGHLI, individually, FARIBORZ FRED  
13 SADRI, individually, and as Trustee of the Star  
14 Living Trust, WENDOVER PROJECT, LLC, a  
15 Nevada limited liability company; BIG SPRING  
RANCH, LLC, a Nevada limited liability company,  
and NEVADA LAND AND WATER  
16 RESOURCES, LLC, a Nevada limited liability  
company,  
17 Defendants.

CASE NO.: A511131  
DEPT. NO.: XI

JUDGMENT CONFIRMING  
ARBITRATION AWARD

18 RAY KOROGHLI, individually and FARIBORZ  
19 FRED SADRI, individually,  
20 Counterclaimants,  
21 v.  
22 GHOLAMREZA ZANDIAN JAZI,  
23 Counterdefendant.

DATE: 6-5-07  
TIME: 9:00 a.m.

24 WENDOVER PROJECT, LLC,  
25 Counterclaimant,  
26 v.  
27 GHOLAMREZA ZANDIAN JAZI,  
28 Counterdefendant.

**JOHN PETER LEE, LTD.**  
ATTORNEYS AT LAW  
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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.

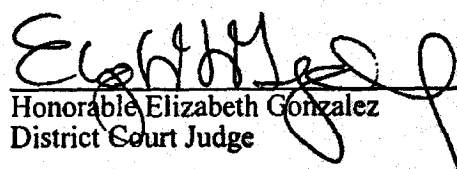
23 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all relief granted in the  
24 Implementation Award dated the 29th day of November, 2006, a copy of which is attached hereto  
25 as Exhibit "3" is granted by this Court.

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.

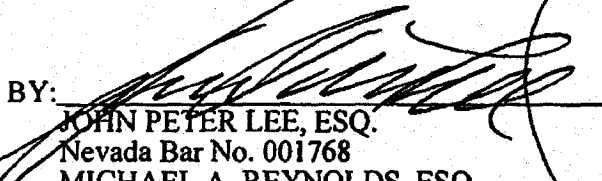
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IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this Court retains jurisdiction to implement this Judgment.

Dated this 7 day of June, 2007.

  
Honorable Elizabeth Gonzalez  
District Court Judge

SUBMITTED BY:  
JOHN PETER LEE, LTD.

BY:   
JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
Ph: (702) 382-4044/Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant

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RECEIVED  
SEP 22 2006  
JOHN PETER LEE, LTD.

1 ARB  
2 FLOYD A. HALE, ESQ.  
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4 JAMS  
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6 Las Vegas, NV 89102  
7 Ph: (702) 457-5267  
8 Fax: (702) 437-5267  
9 Arbitrator

DISTRICT COURT

CLARK COUNTY, NEVADA

10 GHOLAMREZA ZANDIAN JAZI, ) Case No. A511131  
11 ) Dept. No. XII  
12 Plaintiff, )  
13 vs. )  
14 RAY KOROGHLI, individually, )  
15 FABIRORZ FRED SADRI, individually, )  
16 and as Trustee of the Star Living Trust, )  
17 WENDOVER PROJECT, LLC, a Nevada )  
18 limited liability company; BIG SPRING )  
19 RANCH, LLC, a Nevada limited liability )  
20 company, and NEVADA LAND AND )  
21 WATER RESOURCES, LLC, a Nevada )  
22 limited liability company, )  
23 Defendants. )

ARBITRATION DECISION

22 Arbitration Hearings in this matter were conducted for two full days. The parties  
23 submitted voluminous exhibits, depositions and briefs to the Arbitrator. Having reviewed the  
24 documentation submitted and having heard the testimony and representations of the parties, the  
25 following Arbitration Decision is entered:  
26

27 1. The entire interest in the Pah Rah, LLC, property will be transferred to Gholamreza  
28

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EMAIL flutia@flutia.com

1 Zandian Jazi, free and clear of all encumbrances, including the promissory note secured by Deed  
2 of Trust issued for the benefit of Fariborz Fred Sadri; any obligation owed to Jeff Codega, related  
3 to work that was performed as to the Pah Rah real estate will be the obligation of Gholamreza  
4 Zandian Jazi;  
5

6 2. The 320 acres referenced in the briefs and this lawsuit will be transferred free and clear  
7 to Gholamreza Zandian Jazi without any obligation to the other litigants or parties to this  
8 Arbitration or to any other party who may profess to have an interest in the 320 acres that are  
9 bound by this lawsuit and Arbitration;  
10

11 3. Fariborz Fred Sadri and Ray Koroghli will, within 30 days from the service of this  
12 Arbitration Decision, pay Gholamreza Zandian Jazi \$250,000.00 in return for Gholamreza  
13 Zandian Jazi waiving any claims or any rights as to the Big Springs Ranch, LLC or any of its  
14 assets;  
15

16 4. That Gholamreza Zandian Jazi will transfer any interest in the Wendover project, LLC,  
17 including all assets and real estate to Fariborz Fred Sadri and Ray Koroghli;

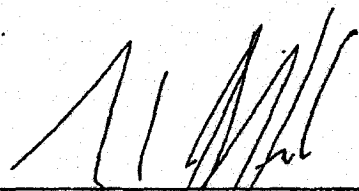
18 5. All of the entities and properties that are the subject of this Arbitration and lawsuit,  
19 including Pah Rah, LLC, the owners of the 300 acres referenced above, the Big Springs Ranch,  
20 LLC, and the Wendover purchase or Wendover Project, LLC, referenced in this lawsuit and  
21 Arbitration waive any claims to reimbursement or participation in any consulting fees previously  
22 paid to Gholamreza Zandian Jazi from the seller of the real estate to those entities;  
23

24 6. That the parties, through counsel, will prepare all necessary documents to effect the  
25 transfers of the real estate assets and LLC entities and the parties to this lawsuit and Arbitration  
26 will execute all necessary documents to effect this Arbitration Order, including a mutual Release  
27 to be executed by all parties.  
28

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7. That each party pay their own fees and costs incurred herein.

DATED this 20<sup>th</sup> day of September, 2006.

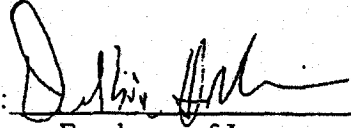
By:   
FLOYD HALE, Arbitrator  
2300 West Sahara Avenue, #900  
Las Vegas, NV 89102

CERTIFICATE OF FACSIMILE AND MAIL

I hereby certify that on the 21 day of September, 2006, I faxed and mailed a true and correct copy of the foregoing addressed to:

John Peter Lee, Esq.  
830 Las Vegas Boulevard South  
Las Vegas, NV 89101  
Attorneys for Plaintiffs  
Fax No. 383-9950

John Netzorg, Esq.  
2810 West Charleston Blvd. #H-81  
Las Vegas, NV 89102  
Attorneys for Defendants  
Fax No. 878-1255

By:   
Employee of Jams

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1 ARB  
2 FLOYD A. HALE, ESQ.  
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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

9  
10 GHOLAMREZA ZANDIAN JAZI, ) Case No. A511131  
11 ) Dept. No. XII  
12 Plaintiff, )  
13 vs. )  
14 RAY KOROGHLI, individually, )  
15 FABIRORZ FRED SADRI, individually, )  
16 and as Trustee of the Star Living Trust, )  
17 WENDOVER PROJECT, LLC, a Nevada )  
18 limited liability company; BIG SPRING )  
19 RANCH, LLC, a Nevada limited liability )  
20 company, and NEVADA LAND AND )  
21 WATER RESOURCES, LLC, a Nevada )  
22 limited liability company, )  
23 Defendants. )

21 ARBITRATION DECISION

22 On October 11, 2006, the Arbitrator received the Defendant's **MOTION TO CHANGE**  
23 **AWARD BY ARBITRATOR PURSUANT TO NRS 38.237.** The Motion requests that  
24 Zandian Jazi: Execute documents necessary to have the property transferred as required by the  
25 Arbitration Decision; issue guarantees that he has not made transfers to third parties; assign shares  
26 of shipyard stock; warrant and verify that he is in a position to execute documents required by the  
27  
28

FLOYD A. HALE  
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LAS VEGAS, NV 89102  
PHONE: (702) 457-5267 email: fha@floydahale.com

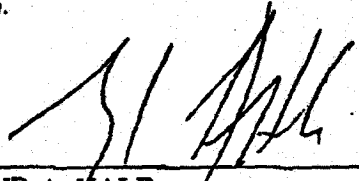
1 Arbitration Decision and verify other factual issues that were the subject of the Arbitration  
2 Agreement.

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 11<sup>th</sup> day of October, 2006.

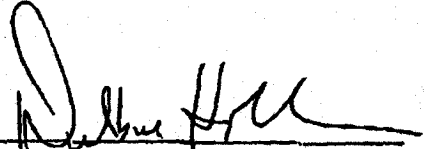
14  
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16 By:   
17 FLOYD A. HALE  
18 2300 W. Sahara, #900  
19 Las Vegas, NV 89102  
20 Arbitrator

21 CERTIFICATE OF FACSIMILE

22 I hereby certify that on the 11<sup>th</sup> day of October, 2006, I faxed and mailed a true and  
23 correct copy of the foregoing addressed to:

24 John Peter Lec, Esq.  
25 830 Las Vegas Boulevard South  
26 Las Vegas, NV 89101  
27 Attorneys for Plaintiffs  
28 Fax No. 383-9950

John Netzorg, Esq.  
2810 West Charleston Blvd. #H-81  
Las Vegas, NV 89102  
Attorneys for Defendants  
Fax No. 878-1255

26  
27 By:   
28 Employee of Jams

FLOYD A. HALE  
SPEC. MASTER  
2300 W. SAHARA, SUITE 900  
LAS VEGAS, NV 89102  
PHONE (702) 457-8287 EMAIL: fhaale@floydahale.com



1 AWD  
 2 JOHN PETER LEE, LTD.  
 3 JOHN PETER LEE, ESQ.  
 Nevada Bar No. 001768  
 4 MICHAEL A. REYNOLDS, ESQ.  
 Nevada Bar No. 008631  
 5 830 Las Vegas Boulevard South  
 Las Vegas, Nevada 89101  
 6 (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

9 GHOLAMREZA ZANDIAN JAZI, )  
 10 Plaintiff, )  
 11 v. )  
 12 RAY KOROGHLI, individually, FARIBORZ FRED )  
 SADRI, individually, and as Trustee of the Star )  
 13 Living Trust, WENDOVER PROJECT, LLC, a )  
 Nevada limited liability company; BIG SPRING )  
 14 RANCH, LLC, a Nevada limited liability company, )  
 and NEVADA LAND AND WATER )  
 15 RESOURCES, LLC, a Nevada limited liability )  
 company, )  
 16 Defendants.

CASE NO.: A511131  
 DEPT. NO.: XIII

BEFORE ARBITRATOR  
FLOYD A. HALE

IMPLEMENTATION AWARD

18 RAY KOROGHLI, individually and FARIBORZ )  
 FRED SADRI, individually, )  
 19 Counterclaimants, )  
 20 v. )  
 21 GHOLAMREZA ZANDIAN JAZI, )  
 22 Counterdefendant. )

24 WENDOVER PROJECT, LLC, )  
 25 Counterclaimant, )

26 v. )  
 27 GHOLAMREZA ZANDIAN JAZI, )  
 28 Counterdefendant. )

JOHN PETER LEE, LTD.  
 ATTORNEYS AT LAW  
 830 LAS VEGAS BLVD. SOUTH  
 LAS VEGAS, NEVADA 89101  
 Telephone (702) 382-4044  
 Telecopier (702) 383-9951

JOHN PETER LEE, LTD.  
ATTORNEY AT LAW  
830 LAS VEGAS BLVD. SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9923

1 GHOLAMREZA ZANDIAN JAZI,  
2 Counterclaimant,  
3 v.  
4 WENDOVER PROJECT, LLC,  
5 Counterdefendant.

6 1334.022860-sy

7 **IMPLEMENTATION AWARD**

8 On September 20, 2006, an Arbitration Decision was issued in this dispute. Plaintiff  
9 GHOLAMREZA ZANDIAN JAZI filed his Motion to Enforce Arbitration Decision on September  
10 25, 2006. On October 24, 2006, Plaintiff filed his Motion to Implement Arbitration Award. On  
11 October 26, 2006, Plaintiff filed his Amendment to Motion to Implement Arbitration Award and  
12 Request for Expedited Hearing. On October 31, 2006, Defendants Sadri and Koroghli filed their  
13 Opposition to Motion to Implement Arbitration Award. Plaintiff filed his Reply Re: Motion to  
14 Implement Arbitration Award on November 2, 2006.

15 After considering the papers filed by both parties including draft transfer documents;

16 **THE FOLLOWING IMPLEMENTATION AWARD IS ENTERED:**

- 17 1. Defendants shall pay to John Peter Lee, Ltd., the sum of \$250,000 within five (5)  
18 days.
- 19 2. Defendants are to execute and deliver to Plaintiff's Counsel within ten days of this  
20 Award a Quitclaim Deed of the 320 acre parcel provided as Exhibit "1" by Plaintiff  
21 on the 2nd day of November, 2006.
- 22 3. Defendants are to execute and deliver to Plaintiff's counsel within ten days of this  
23 Award the Grant, Bargain and Sale Deed of the 320 acre parcel provided by Plaintiff  
24 as Exhibit "2" on the 2<sup>nd</sup> of November, 2006.
- 25 4. Defendants are to execute and deliver to Plaintiff's counsel within ten days of this  
26 Award the Quitclaim Deed of the 320 acre parcel provided by Plaintiff as Exhibit "3"  
27 on November 2, 2006.
- 28 5. Defendants are to execute and deliver to Plaintiff's counsel within ten days of this

JOHN PETER LEE, LTD.  
ATTORNEYS AT LAW  
830 LAS VEGAS BLVD. SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9953

- 1 Award the Grant, Bargain and Sale Deed of the Pah-Rah parcel provided by Plaintiff
- 2 as Exhibit "4" on November 2, 2006.
- 3 6. Mr. Sadri is to execute and deliver to Plaintiff's counsel within ten days of this
- 4 Award the Request for Full Reconveyance concerning the \$333,000 Note provided
- 5 by Plaintiff as Exhibit "5" on November 2, 2006.
- 6 7. Mr. Zandian is to execute and deliver to Defendants' counsel within ten days of this
- 7 Award the Quitclaim Deed of the Wendover parcel provided by Plaintiff as Exhibit
- 8 "6" on November 2, 2006.
- 9 8. Mr. Zandian is to execute and deliver to Defendants' counsel within ten days of this
- 10 Award the Assignment of Interest in Wendover Project, LLC, provided by Plaintiff
- 11 as Exhibit "7" on November 2, 2006.
- 12 9. Mr. Zandian is to execute and deliver to Defendants' counsel within ten days of this
- 13 Award the Quitclaim Deed of the Big Spring Ranch parcel provided by Plaintiff as
- 14 Exhibit "8" on November 2, 2006.
- 15 10. Mr. Zandian is to execute and deliver to Defendant's counsel within ten days of this
- 16 Award the Assignment of Interest in Big Spring Ranch, LLC., provided by Plaintiff
- 17 as Exhibit "9" on November 2, 2006.
- 18 11. Mr. Zandian is to execute and deliver to Defendants' counsel within ten days of this
- 19 Award the Assignment of Interest in Nevada Land and Water Resources, LLC.,
- 20 provided by Plaintiff as Exhibit "10" on November 11, 2006.
- 21 12. Mr. Zandian is to record and deliver to Defendants' counsel within ten days of this
- 22 Award the four (4) Releases of Lis Pendens provided by Plaintiff as Exhibit "11" on
- 23 November 2, 2006.
- 24 13. Mr. Zandian is to execute, file and deliver to Defendants' counsel within ten days of
- 25 this Award the Certificate of Resignation concerning Wendover Project, LLC.,
- 26 provided by Plaintiff as Exhibit "12" on November 2, 2006.
- 27 14. Mr. Zandian is to execute, file and deliver to Defendants' counsel within ten days
- 28 of this Award the Certificate of Resignation concerning Nevada Land and Water

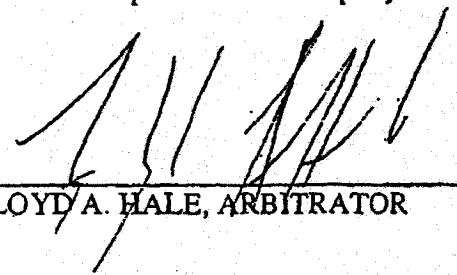
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Resources, LLC, provided as Exhibit "13" on November 2, 2006.

15. Mr. Zandian is to execute, file and deliver to Defendants' counsel within ten days of this Award the Certificate of Resignation concerning Big Spring Ranch, LLC., provided by Plaintiff as Exhibit "14" on November 2, 2006.

16. All parties are to sign the Mutual Release of Claims provided by Plaintiff as Exhibit "16" on November 2, 2006, and deliver a Counterpart to the other party's counsel within ten (10) from this Award.

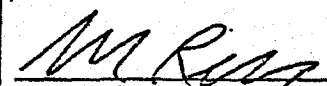
Dated this 29<sup>th</sup> day of November, 2006.



FLOYD A. HALE, ARBITRATOR

Respectfully submitted

JOHN PETER LEE, LTD.

  
JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
(702) 382-4044 Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant

JOHN PETER LEE, LTD.  
ATTORNEYS AT LAW  
830 LAS 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



APN: 076-100-19

WHEN RECORDED, RETURN TO  
JOHN PETER LEE, LTD.  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101

GRANTEE/MAIL TAX STATEMENTS TO:  
JOHN PETER LEE, LTD.  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101

320 acre parcel

**QUITCLAIM DEED**

By this instrument dated this \_\_\_\_ day of \_\_\_\_\_, 2006, for a valuable consideration, Ray Koroghli, individually, and Fariborz Fred Sadri, individually and as Trustee of the Star Living Trust, do hereby remise, release and forever quitclaim to Gholamreza Zandian Jazi, the following described real property in the State of Nevada, County of Washoe:

Set forth in Exhibit A attached and incorporated herein by this reference

\_\_\_\_\_  
RAY KOROGHLI, individually

\_\_\_\_\_  
FARIBORZ FRED SADRI, individually

\_\_\_\_\_  
FARIBORZ FRED SADRI, as Trustee of the  
Star Living Trust

STATE OF NEVADA        )  
                                  ) SS.:  
COUNTY OF CLARK        )

On \_\_\_\_\_, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Ray Koroghli, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEVADA        )  
                                  ) SS.:  
COUNTY OF CLARK        )

On \_\_\_\_\_, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Fariborz Fred Sadri, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEVADA        )  
                                  ) SS.:  
COUNTY OF CLARK        )

On \_\_\_\_\_, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Fariborz Fred Sadri, Trustee of the Star Living Trust, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

County Home => Assessor's Office => Property Assessment Data => Parcel QuickInfo

WASHOE COUNTY QUICK INFO (Summary data may not be complete representation of property)				10/18/2006	
<b>Owner Information &amp; Legal Description</b>			<b>Building Information</b>		
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
Mail Address	P O BOX 81624		Bedrooms	0	
	LAS VEGAS NV 89180-1624		Full Baths	0	Finished Bsmt 0
Owner 2			Half Baths	0	Unfin Bsmt 0
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		Gar Conv Sq Foot 0
Prior Doc	02623847 11/30/2001		Sec Heat Type		Total Gar Area 0
Legal Desc	34-1-1-2		Ext Walls		Gar Type
Subdivision	34-1-1-2		Sec Ext Walls		Det Garage 0
	Lot	Block	Sub Map#	Roof Cover	Sub Floor
				%Incomplete	0
	Record of Survey Map		Parcel Map#	Obso/Bldg Adj	0
	Section 34	Township 21	Range 21	Construction Mod	0
			SPC	Last Activity	CEM 04/08/1996
Tax Dist	4400	Add'l Tax Info	Prior APN		Last Permit

Land Information											
Land Use	012	Zoning	GR	Sewer	NONE	Value Year	2007	Reason	Reappraisal	Factor Dist	586R
Size	320 AC	Water	NONE	Street	NONE			Reapp Years	2002-2007		

Valuation Information			2005/2006 FV		2006/2007 FV		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

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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99052

**.: return to original page :.**



APN: 076-100-19

WHEN RECORDED, RETURN TO

JOHN PETER LEE, LTD.  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101

GRANTEE/MAIL TAX STATEMENTS TO:

JOHN PETER LEE, LTD.  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101

320 acre parcel

**GRANT, BARGAIN AND SALE DEED**

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between Big Spring Ranch, LLC, as Grantor, and Gholamreza Zandian Jazi, as Grantee:

**WITNESSETH**

That Grantor, in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States, and good and valuable consideration, paid to Grantor by Grantee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain and sell to Grantee and to Grantee's successors and assigns, all those certain lots, pieces, or parcels of land situated in the County of Washoe, State of Nevada, and more particularly described as follows:

Set forth in Exhibit A attached and incorporated herein by this reference

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof.

SUBJECT TO rights, reservations and restrictions of record.

TO HAVE AND TO HOLD all and singular the premises, together with the appurtenances, unto Grantee and to Grantee's successors and assigns forever.



IN WITNESS WHEREOF, Grantor have executed this conveyance the day and year first above written.

BIG SPRING RANCH, LLC

BY: \_\_\_\_\_  
RAY KOROGHLI, Member/Manager

BY: \_\_\_\_\_  
FARIBORZ FRED SADRI, Member/Manager

STATE OF NEVADA        )  
                                  ) SS.:  
COUNTY OF CLARK     )

On \_\_\_\_\_, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Ray Koroghli, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEVADA        )  
                                  ) SS.:  
COUNTY OF CLARK     )

On \_\_\_\_\_, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Fariborz Fred Sadri, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

County Home => Assessor's Office => Property Assessment Data => Parcel QuickInfo

WASHOE COUNTY QUICK INFO (Summary data may not be complete representation of property)				10/18/2006	
<b>Owner Information &amp; Legal Description</b>			<b>Building Information</b>		
APN	076-100-19		Property Name:		
<b>Parcel Map   Map Warehouse</b>			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
Mail Address	P O BOX 81624		Bedrooms	0	
	LAS VEGAS NV 89180-1624		Full Baths	0	Finished Bsmt 0
Owner 2			Half Baths	0	Unfin Bsmt 0
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 0	
Prior Doc	02623847 11/30/2001		Sec Heat Type	Gar Type	
Legal Desc	34-1-1-2		Ext Walls	Det Garage 0	
Subdivision	34-1-1-2		Sec Ext Walls	Bsmt Gar Door 0	
	Lot	Block	Sub Map#	Roof Cover	Sub Floor
	Record of Survey Map	Parcel Map#		%Incomplete	0
	Section 34	Township 21	Range 21	Obso/Bldg Adj	0
			SPC	Construction Mod	0
Tax Dist	4400	Add'l Tax Info	Prior APN	Last Activity	CEM 04/08/1996
					Last Permit

Land Information											
Land Use	012	Zoning	GR	Sewer	NONE	Value Year	2007	Reason	Reappraisal	Factor Dist	586R
Size	320 Ac	Water	NONE	Street	NONE			Reapp Years	2002-2007		

Valuation Information		2005/2006 FV	2006/2007 FV	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

Assessed Personal Prop		0	assessment purposes only. Zoning information should be verified with the appropriate planning agency.
Total Assessed	27,406	30,421	
Supplemental New Const	0	0	
We are currently experiencing some problems with our photo and sketch database which can cause the wrong sketch or photo to display, please review any sketches and photos carefully.			
Sketch Is Not Available On-Line.		Property Photo Is Not Available On-Line.	

99052

**:: return to original page ::**



APN: 076-100-19

WHEN RECORDED, RETURN TO  
JOHN PETER LEE, LTD.  
830 Las Vegas Boulevard South.  
Las Vegas, Nevada 89101

GRANTEE/MAIL TAX STATEMENTS TO:  
JOHN PETER LEE, LTD.  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101

320 acre parcel

**QUITCLAIM DEED**

By this instrument dated this \_\_\_\_ day of \_\_\_\_\_, 2006, for a valuable consideration,  
Big Spring Ranch, LLC does hereby remise, release and forever quitclaim to Gholamreza Zandian  
Jazi, the following described real property in the State of Nevada, County of Washoe:

Set forth in Exhibit A attached and incorporated  
herein by this reference

BIG SPRING RANCH, LLC

BY: \_\_\_\_\_  
RAY KOROGHLI

BY: \_\_\_\_\_  
FARIBORZ FRED SADRI

STATE OF NEVADA        )  
                                  ) SS.:  
COUNTY OF CLARK     )

On the \_\_\_\_ day of \_\_\_\_\_, 2006, before me the undersigned, a Notary Public  
in and for said County and State, personally appeared Ray Koroghli, known to me to be the person  
whose name is subscribed to the within instrument, and acknowledged to me that he executed the  
same.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEVADA        )  
                                  ) SS.:  
COUNTY OF CLARK        )

On the \_\_\_\_ day of \_\_\_\_\_, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Fariborz Fred Sadri, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

County Home => Assessor's Office => Property Assessment Data => Parcel QuickInfo

WASHOE COUNTY QUICK INFO (Summary data may not be complete representation of property)										10/18/2006						
<b>Owner Information &amp; Legal Description</b>					<b>Building Information</b>											
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									
Owner 1		BIG SPRING RANCH LLC			W.A.Y.		0									
Mail Address		P O BOX 81624			Bedrooms		0									
		LAS VEGAS NV 89180-1624			Full Baths		0									
Owner 2					Half Baths		0									
Owner 3					Fixtures		0									
Rec Doc No		02957442		Rec Date		11/21/2003		Fireplaces				0				
Prior Owner		GRAHAM,EARL L & JONI			Heat Type											
Prior Doc		02623847 11/30/2001			Sec Heat Type											
Legal Desc		34-1-1-2			Ext Walls											
Subdivision		34-1-1-2			Sec Ext Walls											
		Lot Block		Sub Map#		Roof Cover										
		Record of Survey Map		Parcel Map#		%Incomplete		0								
Section 34		Township 21		Range 21		Obso/Bldg Adj		0								
				SPC		Construction Mod		0								
Tax Dist		4400 Add'l Tax Info		Prior APN		Last Activity		CEM 04/08/1996								
<b>Land Information</b>																
Land Use		012		Zoning		GR		Sewer		NONE						
Size		320 Ac		Water		NONE		Street		NONE						
Value Year		2007		Reason		Reappraisal		Factor Dist		586R						
Reapp Years		2002-2007														
<b>Valuation Information</b>			<b>2005/2006 FV</b>		<b>2006/2007 FV</b>		<b>Sales/Transfer Information/Recorded Document</b>									
Taxable Land Value			78,304		86,917		V-Code		LUC		Doc Date		Value		Grantor	
Txble Improvement Value			0		0		ISVR		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																

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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99052

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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 89032

2827 S. MONTA CRISTO  
LAS VEGAS, NV 89117

Mail Tax Statement to Above  
25269-DARL  
00130277 GRANT, BARGAIN AND SALE DEED



THIS GRANT, BARGAIN AND SALE DEED is made this 1st day of AUGUST 2003 by and between NEVADA LAND AND RESOURCE COMPANY, LLC, a Delaware limited liability company, whose address is 704 W. Nye Lane, Suite 201, Carson City, Nevada, 89703 (referred to as "GRANTOR") and FRED SADRI TRUSTEE OF THE STAR LIVING TRUST, DATED APRIL 14, 1997, AS TO AN UNDIVIDED 1/3 INTEREST, RAY KOROGHLI, AN UNMARRIED MAN, AS TO AN UNDIVIDED 1/3 INTEREST AND REZA ZANDIAN, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, AS TO AN UNDIVIDED 1/3 INTEREST, AS TENANTS IN COMMON, (referred to as "GRANTEE").

GRANTOR, in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States, and other good and valuable consideration to GRANTOR paid by the GRANTEE, the receipt of which GRANTOR acknowledges, by these presents grants, bargains and sells to GRANTEE, and to GRANTEE's successors and assigns forever, all right, title and interest in and to that certain real property situated in Washoe County, State of Nevada, and more particularly described on Exhibit A, except the easement and mineral estate and interest reserved to GRANTOR.

Together with all and singular the tenements, hereditaments and appurtenances belonging, or in anywise appertaining, to the real property, and the reversion and reversions, remainder and remainders, rents, issues and profits of the real property;

To have and to hold the real property above described with the appurtenances, unto GRANTEE, and to GRANTEE's heirs, and successors and assigns forever.

GRANTOR reserves to itself and its successors and assigns a 20 foot wide access easement over, through, within, under, across and along the East and South boundaries of Section 3, Township 20 North, Range 23 East.

GRANTOR reserves to itself the exclusive right and privilege to enter on the property for the purposes of exploration and prospecting for the development, extraction, mining, production, removal and sale of all minerals, mineral substances, metals, ore-bearing materials, coal, oil, gas, other hydrocarbons, geothermal steam, liquids or brines, heat, other geothermal resources and rocks of every kind, except sand and gravel. The mineral estate and rights reserved to Grantor include all of the right, title and interest to minerals in, on or under the property, including, but not limited to, the surface and subsurface of the property, all minerals, mineral elements and compounds and ores, together with all easements and rights-of-way reserved or granted in, on or under the property, together with any and all lodes, veins and mineral deposits extending from or into or contained in the

100700



property. The term "minerals" shall include all mineral elements and compounds, including by way of example and not by limitation, all barite, copper, gold, iron, silver and other metals, whether the same are presently known to exist on the property or are subsequently discovered on the property, and regardless of the method of extraction, mining or processing of the same (whether open pit or strip mining, underground mining, surface or subsurface leaching) whether presently or subsequently employed, invented, or developed. Grantor reserves to itself the rights of egress and ingress to and from the property for any and all purposes related to the mineral estate reserved to Grantor. Grantor shall conduct all of its activities in accordance with all applicable laws, regulations, and ordinances, and shall defend, indemnify and hold Grantee from and against all actions, claims, damages and losses resulting from Grantor's exercise of the rights appurtenant to its reserved mineral estate. Grantor shall compensate Grantee for surface damages resulting from Grantor's activities related to Grantor's reserved mineral estate. If Grantee and Grantor are unable to mutually determine the damages resulting to the surface, such damages shall be determined by a mutually acceptable independent appraiser who shall determine the fair market value of the surface damaged as a result of Grantor's activities.

GRANTOR makes no representation or warranty concerning the effect of those Minerals Leases, by and between Southern Pacific Land Company, a California corporation, as lessor, and SFP Minerals Corporation, a Delaware corporation, as lessee, to the degree or the extent that the same applies and is enforceable against the property described in this Grant, Bargain and Sale Deed, if at all.

GRANTOR has executed this Grant, Bargain and Sale Deed the day and year first above written.

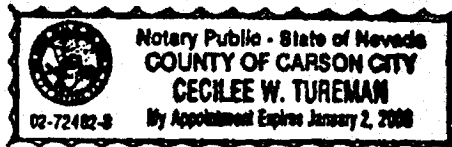
NEVADA LAND AND RESOURCE COMPANY, LLC, A  
DELAWARE LIMITED LIABILITY COMPANY

By: *Dorothy A. Timian-Palmer*  
Dorothy A. Timian-Palmer  
Chief Operating Officer

STATE OF NEVADA            )  
  ) ss.  
COUNTY OF CARSON CITY    )

This instrument was acknowledged before me on August 1, 2003, by Dorothy A. Timian-Palmer its Chief Operating Officer of and for Nevada Land and Resource Company, LLC, a Delaware limited liability company.

*Cecilee W. Tureman*  
Notary Public



100701



**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



any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded February 22, 1991 in Book 3216, Page 526 as Document No. 1461483 of Official Records.

**PARCEL C:**  
A.P.N. 079-150-13

The Northeast  $\frac{1}{4}$ ; South  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$ ; South  $\frac{1}{2}$  of Section 27,  
Township 21 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 09, 1990 in Book 3019, Page 756 as Document No. 1373452 of Official Records.

**PARCEL D:**  
A.P.N. 084-040-02

Section 5, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such



use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded February 22, 1991 in Book 3216, Page 526 as Document No. 1461483 of Official Records.

**PARCEL E:**

A.P.N. 084-040-04

Section 3, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL F:**

A.P.N. 084-040-06

Section 1, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection





therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL G:**  
A.P.N. 084-040-10

The North  $\frac{1}{2}$  and the North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the North  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ , all in Section 11, Township 20 North, Range 23 East, M.D.B.&M.

ALSO EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL H:**  
A.P.N. 084-130-07

The Northwest  $\frac{1}{4}$  and the North  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  and Government Lot 1 in the Southwest  $\frac{1}{4}$  of Section 15, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with



2900592  
08/06/2003  
7 of 7

any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL I:**

A.P.N. 084-140-17

The Northeast  $\frac{1}{4}$  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.

100706

WFZ1582



**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

DOC # 2900594

08/08/2003 03:48P Fee:48.00

BK1

Requested By

WESTERN TITLE COMPANY INC

Washoe County Recorder

Kathryn L. Burke - Recorder

Pg 1 of 10 RPTT 0.00

RECORDING REQUESTED BY:

Western Title Company, Inc.

WHEN RECORDED MAIL TO:

Name STAR LIVING TRUST, FRED SADRI  
Street 2827 S. MONTE CRISTO  
City,State LAS VEGAS, NV 89117  
Zip  
Order No. 00025269-501-DBR



(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



each County Recorder in the State of Nevada on January 30, 1968, in the book and at the page thereof, or under the document or file number, noted below opposite the name of such county, namely: COUNTY

	BOOK	PAGE	DOC. NO.	COUNTY	BOOK	PAGE	DOC. NO.
Churchill	39	363	115384	Lincoln			45902
Clark	Mortgages 850 Off. Rec.		682747	Lyon	37 Off. Rec.	341	100661
Douglas	57 Off. Rec.	115	40050	Mineral	11 Off. Rec.	129	89073
Elko	192 Off. Rec.	652	35747	Nye	105 Off. Rec.	107	04823
Esmeralda	3-X Deeds	195	35922	Ormsby	72 Deeds	537	32867
Eureka	22 Off. Rec.	138	45941	Pershing	11 Off. Rec.	249	66107
Humboldt	28 Off. Rec.	124	131075	Storey	"S" Off. Rec.	206	31506
Lander	24 Off. Rec.	168	50782	Washoe	300 Off. Rec.	517	107192
				White Pine	295 R.E. Records	258	

shall insure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B (identical in all counties, and printed on the reverse side hereof) are by the within reference thereto, incorporated herein and made a part of Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed a reasonable amount.



The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at this address herein before set forth.

STATE OF NEVADA

COUNTY OF CLARK

} ss

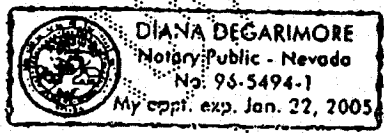
This instrument was acknowledged before me on

AUGUST 5<sup>th</sup>, 2003

by REZA ZANDIAN

REZA ZANDIAN

Diana DeGarimore  
Notary Public



COPIED  
COPIED



**DO NOT RECORD**

**A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES,**

- (1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property, or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
- (2) Trustor covenants to keep all buildings that may now or at any time be on said property during the continuance of this trust in good repair and insured against loss by fire, with extended coverage endorsement, in a company or companies authorized to issue such insurance in the State of Nevada, and as may be approved by Beneficiary, for such sum or sums as shall equal the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust and shall be payable to Beneficiary to the amount of the unpaid obligation to Beneficiary hereby secured, and to deliver the policy to Beneficiary, or to collection agent of Beneficiary, and in default hereof, Beneficiary may procure such insurance and/or make such repairs, and expend for either of such purposes such SLM or sums as Beneficiary shall deem proper.
- (3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
- (4) To pay at least ten days before delinquency all taxes and assessments 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 or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

- (5) To pay immediately, and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at ten percent per annum.
- (6) At Beneficiary's option, Trustor will pay a "late charge" as indicated in the Promissory Note to cover the extra expense involved in handling delinquent payments; of such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

**B. IT IS MUTUALLY AGREED**

- (1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
- (2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
- (3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement of any agreement subordinating the lien or charge hereof.
- (4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose, and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto".
- (5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by a agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby Secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due, and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- (6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be recorded. Beneficiary also shall deposit with Trustee this Deed of Trust, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recording of said notice of default, and notice of sale having been given as then required by law for the sale of real property under writ of execution, Trustee, without demand on Trustor, shall sell said property or any part thereof at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. In the event that any indebtedness secured hereby shall not have been fully satisfied by said sale, Trustee may give notice of sale of any property not previously noticed for sale in the manner set forth above and sell the same in the manner set forth above.

Trustee shall deliver to any purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee, including a reasonable fee for the attorney of Trustee, and of this trust, including cost evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at ten percent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.





- (7) That Beneficiary, or his assignee, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed and acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where, or document or file number under which, this Deed of Trust is recorded, and the name and address of the new Trustee. If notice of default shall have been recorded, this power of substitution cannot be exercised until after the costs, fees and expenses of the then acting Trustee shall have been paid to such Trustee, who shall endorse receipt thereof upon such instrument of substitution. The procedure herein provided for substitution of Trustee shall be exclusive of all other provisions for substitution, statutory or otherwise.
- (8) The following covenants: Nos. 1, 3, 4, (interest 10%) 5, 6, 8 and 9 of Nevada Revised Statutes 107.030, when not inconsistent with other covenants and provisions herein contained, are hereby adopted and made a part of this Deed of Trust.
- (9) The rights and remedies hereby granted shall not exclude any other rights or remedies granted by law, and all rights and remedies granted hereunder or permitted by law shall be concurrent and cumulative. A violation of any of the covenants herein expressly set forth shall have the same effect as the violation of any covenant herein adopted by reference.
- (10) It is expressly agreed that the trust created hereby is irrevocable by Trustor.
- (11) That this Deed of Trust applies to, insures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledges, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
- (12) That Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.
- (13) Trustor agrees to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provisions of the covenants herein above adopted by reference.

The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address herein before set forth.

**DO NOT RECORD**  
**REQUEST FOR FULL RECONVEYANCE**  
**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.



**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



any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded February 22, 1991 in Book 3216, Page 526 as Document No. 1461483 of Official Records.

**PARCEL C:**  
A.P.N. 079-150-13

The Northeast  $\frac{1}{4}$ ; South  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$ ; South  $\frac{1}{2}$  of Section 27,  
Township 21 North, Range 23 East, M.D.B. & M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 09, 1990 in Book 3019, Page 756 as Document No. 1373452 of Official Records.

**PARCEL D:**  
A.P.N. 084-040-02

Section 5, Township 20 North, Range 23 East, M.D.B. & M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such



use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded February 22, 1991 in Book 3216, Page 526 as Document No. 1461483 of Official Records.

**PARCEL E:**  
A.P.N. 084-040-04

Section 3, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL F:**  
A.P.N. 084-040-06

Section 1, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection



therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL G:**  
A.P.N. 084-040-10

The North 1/2 and the North 1/2 of the Northwest 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4 and the North 1/2 of the Northeast 1/4 of the Southwest 1/4 and the North 1/2 of the Northwest 1/4 of the Southeast 1/4, all in Section 11, Township 20 North, Range 23 East, M.D.B.&M.

ALSO EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL H:**  
A.P.N. 084-130-07

The Northwest 1/4 and the North 1/2 of the Southwest 1/4 and Government Lot 1 in the Southwest 1/4 of Section 15, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with



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.



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



5 4 32 512362  
FEE FILED  
REQUEST OF

2003 DEC 30 PM 4:09

Stewart Title Co.

JERRY D. W. FIELDS  
ELKO CO. REGISTER

When recorded, return to:  
JAMES R. CAVILIA, ESQ.  
ALLISON, MacKENZIE, RUSSELL,  
PAVLAKIS, WRIGHT & FAGAN, LTD.  
402 North Division Street  
P.O. Box 646  
Carson City, NV 89702

0301167

A.P.N: Nos.: 010-510-001; 010-520-001; 010-730-001; 010-740-0BG; 010-740-110;  
010-740-111; 010-740-113; 010-740-202

GRANT, BARGAIN, AND SALE DEED

THIS INDENTURE, made this 29<sup>th</sup> day of December, 2003, by and between BIG SPRINGS LAND & RESOURCE COMPANY, LLC, a Nevada limited liability company ("BIG SPRINGS"), Grantor, and WENDOVER PROJECT, L.L.C., a Nevada limited liability company, as to an undivided 91.67% and THE STAR LIVING TRUST, Fariborz Sadri, Trustee, as to an undivided 8.33%, Grantee.

WITNESSETH:

That the Grantor, in consideration of the sum of TEN DOLLARS (\$10.00), lawful money of the United States, and other good and valuable consideration to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain and sell to the Grantee, and to its successors and assigns forever, all those certain lots, pieces or parcels of land situate, lying and being in Elko County, Nevada, and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions,

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.

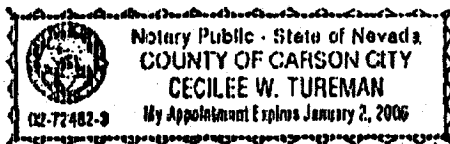
Big Springs Land & Resource Company,  
a Nevada limited liability company

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"  
 Biggs Ranch Wenchover Property Legal Descriptions

TWP	RANG	SEC	ALLOTMENT PARTS	ACREAGE
32N	69E	01	Lots 1-3, S/2 N/2, S/2	600.34
32N	69E	02	S/2 N/2, S/2	480.00
32N	70E	08	Lots 4, 6, 7, 10, 12, 13, SW/4 NW/4	164.52
32N	69E	01	S/2	320.00
32N	69E	12	All	640.00
32N	69E	25	All	640.00
32N	69E	35	N/2, N/2 S/2	480.00
32N	69E	36	N/2, N/2 SW/4, SE/4, SE/4 SW/4	480.00
32N	70E	08	Lots 2-8, 9 and 11	600.00
32N	70E	15	Lots 12, 13, 15, 18, 20, 23-25, and 28-30, NE/4 SW/4 SE/4 NW/4, E/2 SE/4 SE/4 NW/4, NW/4 SE/4 SE/4 NW/4	35.00
32N	70E	17	S/2 S/2	46.23
32N	70E	19	All	160.00
32N	70E	20	Lots 2, 3, 8, 11, NW/4 NE/4, N/2 SW/4 NE/4, SE/4 SW/4 NE/4, N/2 SW/4 SW/4 NE/4, NW/4, N/2 SW/4, SW/4 SW/4	640.00
32N	70E	20	Lots 8, 9 and S/2 SW/4 SW/4 NE/4	416.64
32N	70E	21	Lot 2	73.00
32N	70E	29	Lots 3, 5, 8, NW/4 NW/4	13.21
32N	70E	29	Lot 2	73.14
32N	70E	30	Lots 2, 3, NE/4, W/2, W/2 SE/4	16.81
32N	70E	31	Lots 2, 4, 5, 8, 10, 11, NW/4, W/2 SW/4	612.56
32N	70E		Parts of 9 and 10 (Parcel 2 of recorded parcel map #485646)	372.91
32N	70E		Parts of 9 and 10 (Parcel 1 of recorded parcel map #485646)	4.24
32N	70E		Parts of 9, 10 and 16 (Parcel 4 of recorded parcel map #485646)	3.87
32N	70E			65.31

\* These parcels cover more than one section

6,457.34

3 72541

100762

WFZT599

EXHIBIT "A"  
Big Springs Ranch Wendover Property Legal Descriptions

T15N	RNG	SEC	ALIGNED 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	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	00	Lots 2-5, 9 and 11	35.00
33N	70E	15	Lots 12, 13, 15, 18, 20, 23-24, and 28-30, NE/4 SW/4 SE/4 NW/4, E/2 SE/4 SE/4 NW/4, NW/4 SE/4 SE/4 NW/4	46.23
33N	70E	17	S/2 S/2	160.00
33N	70E	19	All	640.00
33N	70E	20	Lots 2, 3, 6, 11, NW/4 NE/4, N/2 SW/4 NE/4, SE/4 SW/4 NE/4, N/2 SW/4 SW/4 NE/4, NW/4, N/2 SW/4, SW/4 SW/4	416.61
33N	70E	20	Lots 8, 9 and S/2 SW/4 SW/4 NE/4	73.00
33N	70E	21	Lot 2	13.21
33N	70E	29	Lots 3, 5, 8, NW/4 NW/4	73.16
33N	70E	29	Lot 2	16.01
33N	70E	30	Lots 2, 3, NE/4, W/2, W/2 SE/4	612.56
33N	70E	31	Lots 2, 4, 5, 8, 10, 11, NW/4, W/2 SW/4	372.91
33N	70E	-	Plns of 9 and 10 (Parcel 2 of recorded parcel map #485646)	4.20
33N	70E	-	Plns of 9 and 10 (Parcel 1 of recorded parcel map #485646)	3.87
33N	70E	-	Plns of 9, 10 and 16 (Parcel 4 of recorded parcel map #485646)	65.31

\* These parcels cover more than one section

5,457.24

3 72542

100763

Order No.: 03011167

### LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada,  
County of ELKO COUNTY, described as follows:

**PARCEL 1:**

TOWNSHIP 32 NORTH, RANGE 69 EAST, M.D.B.&M.

Section 1: Lots 1, 2 and 3; S1/2NW1/2; S1/2;  
Section 2: S1/2NW1/2; S1/2;

TOWNSHIP 33 NORTH, RANGE 69 EAST, M.D.B.&M.

Section 1: S1/2;  
Section 12: All;  
Section 25: All;  
Section 35: N1/2; N1/2S1/2;  
Section 36: N1/2; N1/2SW1/4; SE1/4; SE1/4SW1/4;

TOWNSHIP 32 NORTH, RANGE 70 EAST, M.D.B.&M.

Section 6: Lots 4, 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-

SCHEDULE A  
CLTA PRELIMINARY REPORT  
(12/93)

3 72543  
STEWART TITLE  
Guaranty Company

100764

WFZ1601

Order No. 03011167

File Number 485646.

PARCEL 2:

Parcel 1, 2 and 4 as shown on that certain Parcel Map for Big Springs Land & Resource Co. filed in the office of the County Recorder of Elko County, State of Nevada, on July 16, 2002, as File No. 485646, being a portion of Sections 9, 10 and 16, Township 33 North, Range 70 East, M.D.B.&M..

EXCEPTING FROM Parcels 1 and 2 all the oil and gas and geothermal resources in the lands so patented as reserved by the UNITED STATES OF AMERICA in Patent recorded May 26, 1999 in Book 1100, Page 615, Official Records, Elko County, Nevada.

FURTHER EXCEPTING FROM Parcels 1 and 2 those portions lying within the railroad right-of-ways.

PARCEL 3:

TOWNSHIP 33 NORTH, RANGE 70 EAST, M.D.B.&M.

Section 20: Lots 8 and 9; S1/2SW1/4SW1/4NE1/4;

Section 29: Lot 2;

EXCEPTING THEREFROM all the oil and gas and geothermal resources in the lands so patented as reserved by the UNITED STATES OF AMERICA in Patent recorded August 15, 2003 in Book 3, Page 45700, Official Records, Elko County, Nevada.



ASSIGNMENT OF INTEREST IN WENDOVER PROJECT, LLC

The undersigned Assignor, GHOLAMREZA ZANDIAN JAZI, currently holds an interest in WENDOVER PROJECT, LLC, a Nevada limited liability company, consisting of a membership, as well as a management right, and, in consideration of value received, GHOLAMREZA ZANDIAN JAZI herewith transfers and assigns to RAY KOROGHLI, individually, and FARIBORZ FRED SADRI, individually, and as Trustee of the Star Living Trust, all of the Assignor's right as Member or Manager in WENDOVER PROJECT, LLC, a Nevada LLC effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

The Assignor represents that the interest herewith assigned has not been transferred, assigned, encumbered, the subject of any agreement, or security interest and that he holds the full and complete rights, the subject of this Assignment. The Assignor irrevocably appoints the Assignee as the Attorney in Fact to transfer such interests on the books and records of WENDOVER PROJECT, LLC, a Nevada LLC, the Assignor agrees to separately execute a resignation as a Member and Manager of WENDOVER PROJECT, LLC, a Nevada LLC.

The undersigned executes this Assignment on the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
GHOLAMREZA ZANDIAN JAZI





APN: 009-530-001; 009-540-001; 009-550-001; 009-560-004  
009-570-011; 010-090-001; 010-090-003; 010-110-001  
010-120-001; 010-130-001; 010-320-001

WHEN RECORDED, RETURN TO

GRANTEE/MAIL TAX STATEMENTS TO:

Big Spring Ranch Parcel

**QUITCLAIM DEED**

By this instrument dated this \_\_\_\_ day of \_\_\_\_\_, 2006, for a valuable consideration, Gholamreza Zandian Jazi does hereby remise, release and forever quitclaim to Ray Koroghli, individually and Fariborz Fred Sadri, individually, and as Trustee of the Star Living Trust, the following described real property in the State of Nevada, County of Elko:

Set forth in Exhibit A attached and incorporated herein by this reference

\_\_\_\_\_  
GHOLAMREZA ZANDIAN JAZI

STATE OF NEVADA            )  
  ) SS.:  
COUNTY OF CLARK         )

On \_\_\_\_\_, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Gholamreza Zandian Jazi, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

512358

FEE \$50 FILE#  
PROPERTY OF

2003 DEC 30 PM 4:08

Stewart Title Co.

JERRY G. SYMULUS  
ELIQU COLLECTOR

When recorded, return to:  
JAMES R. CAVILLA, ESQ.  
ALLISON, MacKENZIE, RUSSELL,  
PAVLAKIS, WRIGHT & FAGAN, LTD.  
402 North Division Street  
P.O. Box 646  
Carson City, NV 89702

A.P.N: Nos.: 009-530-001; 009-540-001; 009-550-001; 009-560-004; 009-570-011;  
010-090-001; 010-090-003; 010-110-001; 010-120-001; 010-130-001;  
010-320-001

GRANT, BARGAIN, AND SALE DEED

03012789

THIS INDENTURE, made this 29<sup>th</sup> day of December, 2003, by and  
between BIG SPRINGS LAND & RESOURCE COMPANY, LLC, a Nevada limited liability  
company ("BIG SPRINGS"), Grantor, and BIG SPRING RANCH, L.L.C., a Nevada limited  
liability company, as to an undivided 75% interest and THE STAR LIVING TRUST as to an  
undivided 25% interest, Grantee.

WITNESSETH:

That the Grantor, in consideration of the sum of TEN DOLLARS (\$10.00), lawful  
money of the United States, and other good and valuable consideration to it in hand paid by the  
Grantee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain and  
sell to the Grantee, and to its successors and assigns forever, all those certain lots, pieces or  
parcels of land situate, lying and being in Elko County, Nevada, and more particularly described  
in Exhibit "A" attached hereto and incorporated herein by reference.

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TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, including but not limited to any right title and interest in any and all grazing rights or allotments appurtenant thereto.

TO HAVE AND TO HOLD all and singular the premises, together with the appurtenances, unto the said Grantee and to its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has executed this conveyance the day and year first above written.

Big Springs Land & Resource Company,  
a Nevada limited liability company

By: Vidler Water Company, Inc., a  
Delaware corporation  
Its Manager

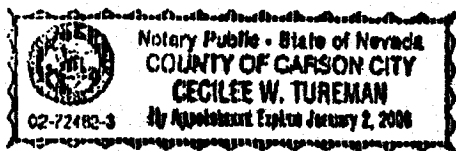
By: *Dorothy A. Timian-Palmer*  
DOROTHY A. TIMIAN-PALMER  
Chief Operating Officer/Director

STATE OF NEVADA        )  
                                  : ss.  
CARSON CITY            )

On December 29, 2003, DOROTHY A. TIMIAN-PALMER, personally appeared before me, a notary public, personally known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that she is the Chief Operating Officer and a Director of Vidler Water Company, a Delaware corporation, and who acknowledged to me that she executed the foregoing GRANT, BARGAIN AND SALE DEED on behalf of said corporation.

*Cecile W. Tureman*

NOTARY PUBLIC



# EXHIBIT A

County	APN #	Twn	Rng	Sec	Aliquot Parts	Acreage
Elko	009-530-001	34N	66E	1	All except 0.23 Ac conv to WPR Co.	640.37
Elko	009-530-001	34N	66E	11	All	640.00
Elko	010-090-001	34N	67E	5	All	638.08
Elko	010-090-001	34N	67E	7	E/2 and ptn of W/2 east of the Nevada Northern Railroad as now constructed	366.98

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**EXHIBIT "A"**  
**Big Springs Ranch Legal Descriptions**

County	APN #	Twn	Rng	Sec	Aliquot Parts	Acres
Elko	009-530-001	34N	66E	3	All	643.64
Elko	009-530-001	34N	66E	4	Lots 3 and 4, S/2 NW/4, SW/4 (N/2)	319.92
Elko	009-530-001	34N	66E	5	All	638.12
Elko	009-530-001	34N	66E	9	All	640.00
Elko	009-530-001	34N	66E	15	All	640.00
Elko	009-540-001	35N	66E	1	All	666.40
Elko	009-540-001	35N	66E	2	Lots 3 and 4, S/2 NW/4, SW/4 (W/2)	331.44
Elko	009-540-001	35N	66E	3	All	665.12
Elko	009-540-001	35N	66E	9	All	640.00
Elko	009-540-001	35N	66E	10	E/2 E/2	160.00
Elko	009-540-001	35N	66E	11	All	640.00
Elko	009-540-001	35N	66E	13	All	640.00
Elko	009-540-001	35N	66E	14	W/2 W/2	160.00
Elko	009-540-001	35N	66E	15	All	640.00
Elko	009-540-001	35N	66E	21	All	640.00
Elko	009-540-001	35N	66E	22	NE/4, SE/4 NW/4, N/2 SE/4, SW/4 SE/4, SE/4 SW/4	360.00
Elko	009-540-001	35N	66E	23	All	640.00
Elko	009-540-001	35N	66E	25	All	640.00
Elko	009-540-001	35N	66E	27	All	640.00
Elko	009-540-001	35N	66E	28	SE/4, SE/4 NE/4	200.00
Elko	009-540-001	35N	66E	33	All	640.00
Elko	009-540-001	35N	66E	34	W/2	320.00
Elko	009-540-001	35N	66E	35	All	640.00
Elko	009-550-001	36N	66E	1	All	642.24
Elko	009-550-001	36N	66E	11	All less 70.23 in I-80 ROW	569.77
Elko	009-550-001	36N	66E	13	All	640.00
Elko	009-550-001	36N	66E	15	All	640.00
Elko	009-550-001	36N	66E	21	E/2	320.00
Elko	009-550-001	36N	66E	22	W/2 NW/4, S/2	400.00
Elko	009-550-001	36N	66E	23	All	640.00
Elko	009-550-001	36N	66E	25	All	640.00
Elko	009-550-001	36N	66E	26	W/2 W/2	160.00
Elko	009-550-001	36N	66E	27	All	640.00
Elko	009-550-001	36N	66E	28	E/2 E/2, W/2 SE/4 less 4.50 Ac to Monument 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 S/2 Ft. 30 ROW	624.78
Elko	009-560-004	37N	66E	27	SE/4 SE/4	40.00
Elko	009-560-004	37N	66E	35	All	625.34
Elko	009-570-011	38N	66E	23	Pin 200' south of the CPRR centerline	568.06
Elko	009-570-011	38N	66E	25	Pin 200' south of the CPRR centerline except 6.44 Ac in N/2 for Wyo tract	591.44
Elko	010-090-001	34N	67E	1	All	638.80
Elko	010-090-001	34N	67E	3	All	638.04
Elko	010-090-001	34N	67E	9	All	640.00
Elko	010-090-001	34N	67E	11	All	640.00

County	APN #	Twn	Rng	Sec	Aliquot Parts	Acraage
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 4.68 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	Port of the E/2 W/2 west of the NWR RW	46.98
Elko	010-110-001	36N	67E	7	All except 12.70 Ac conv to Northern Nevada Railroad Co.	619.98
Elko	010-110-001	36N	67E	19	All except 12.05 Ac conv to Northern Nevada Railroad Co. except ptn conv to State of NV for Hwy	608.15
Elko	010-110-001	36N	67E	31	All except 12.14 Ac conv to Northern Nevada Railroad Co.	627.26
Elko	010-120-001	37N	67E	1	Ptn 200' south of the CPRR centerline less 12.76 Ac to SR-30 RW	589.64
Elko	010-120-001	37N	67E	5	Ptn 200' south of the CPRR centerline	604.67
Elko	010-120-001	37N	67E	9	NW/4, S/2 less 6.70 Ac conv to Northern Nevada Railroad Co. and 15.10 Ac to SR-30 RW	458.20
Elko	010-120-001	37N	67E	11	Ptn 200' south of the CPRR centerline less 11.07 Ac to SR-30 RW	611.42
Elko	010-120-001	37N	67E	17	All less 16.33 Ac to SR-30 RW	623.67
Elko	010-120-001	37N	67E	19	All	628.68
Elko	010-130-001	38N	67E	31	Ptn 200' south of the CPRR centerline	594.40
Elko	010-320-001	35N	68E	7	All except 21.28 Ac conv to Western Pacific Railroad Co. less 45.33 to I-80 RW	614.35
Elko	010-320-001	35N	68E	17	All north of the WPRR centerline, and all south of the WPRR centerline less 6.83 Ac to I-80 RW	521.98
<b>Total Acreage:</b>						<b>35,254.34</b>

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Order No.: 03012789

### LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada, County of ELKO COUNTY, described as follows:

**PARCEL 1:**

TOWNSHIP 34 NORTH, RANGE 67 EAST, M.D.B.&M.

Section 1: All;  
Section 3: All;  
Section 9: All;  
Section 11: All;  
Section 13: All;  
Section 15: All;  
Section 17: All;  
Section 19: Lots 1 and 2, E1/2NW1/4; NE1/4;

EXCEPTING THEREFROM all that portion of said land as conveyed to Nevada Northern Railway Company in Deed recorded February 7, 1906 in Book 28, Page 617, Deed Records, Elko County, Nevada.

Section 21: N1/2;  
Section 22: All;  
Section 23: N1/2;

EXCEPTING FROM Section 22, TOWNSHIP 34 NORTH, RANGE 67 EAST, M.D.B.&M., all the coal and other valuable minerals in the lands so granted as reserved by The United States of America in Patent recorded June 28, 1946 in Book 8, Page 413, Patent Records, Elko County, Nevada.

FURTHER EXCEPTING FROM all of Parcel 1 all right, title and interest to coal, oil, gas and other minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Russell Wilkins, et ux, et al, in Deed recorded December 10, 1946 in Book 55, Page 63, Deed Records, Elko, Nevada.

FURTHER EXCEPTING FROM Section 22, TOWNSHIP 34 NORTH, RANGE 67 EAST, M.D.B.&M., an undivided 1/2 interest in and to all gas, oil, petroleum, minerals and/or mineral rights, lying in and under said land, as reserved by Theodore E. Smith and Pearl Smith, his wife, in Deed recorded August 15, 1950 in Book 74, Page 181, Deed Records, Elko County.

**PARCEL 2:**

Continued on next page

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SCHEDULE A  
CLTA PRELIMINARY REPORT  
(12/32)

STEWART TITLE  
Guaranty Company

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WFZ1613

Order No. 03012789

TOWNSHIP 35 NORTH, RANGE 66 EAST, M.D.B.&M.

Section 1: All;  
Section 3: All;  
Section 9: All;  
Section 11: All;  
Section 13: All;  
Section 15: All;  
Section 21: All;  
Section 23: All;  
Section 25: All;  
Section 27: S1/2;  
Section 33: All;  
Section 35: All;

EXCEPTING THEREFROM Parcel 2 all petroleum, oil, natural gas, and products derived therefrom, lying in and under said land or that may be produced therefrom, as reserved by Southern Pacific Land Company in Deed recorded August 1, 1949 in Book 57, Page 126, Deed Records, Elko County, Nevada.

PARCEL 3:

TOWNSHIP 35 NORTH, RANGE 68 EAST, M.D.B.&M.

Section 7: All;

EXCEPTING THEREFROM all that portion of said land as conveyed to Western Pacific Railway Company in Deed recorded February 19, 1909 in Book 31, Page 71, Deed Records, Elko County, Nevada.

Section 17: All that portion lying northerly of a line parallel with and one hundred (100) feet northerly of the center center line of Western Pacific Railway Company's railroad known as Arnold "L-1" or "3 1/4" 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 1/4" line, which railroad rights of way were conveyed to Western Pacific Railway Company by Deed No. 126-F, dated November 27, 1908, and recorded February 19, 1909 in Book 31, Page 71, and Deed No. 188-F, dated June 30, 1910, and recorded September 10, 1910 in Book 32, Page 319, Deed Records, Elko County, Nevada.

Continued on next page

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Order No. 03012789

EXCEPTING FROM Parcel 3 all that portion of said land as conveyed to the State of Nevada, acting by and through its Department of Highways in Deed recorded September 7, 1973 in Book 184, Page 44 and recorded June 24, 1976 in Book 230, Page 377, Official Records, Elko County, Nevada, portions of which have been relinquished by Resolution Relinquishing portion of Highway Right of Way recorded October 11, 1985 in Book 504, Page 308, Official Records, Elko County, Nevada.

FURTHER EXCEPTING FROM Parcel 3 all right, title and interest to coal, oil, gas and other minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Russell Wilkins, et ux, et al, in Deed recorded December 10, 1946 in Book 55, Page 63, Deed Records, Elko County, Nevada.

PARCEL 4:

TOWNSHIP 38 NORTH, RANGE 67 EAST, M.D.B.&M.

Section 31: All that portion lying southwesterly of a line two hundred (200) feet southwesterly and parallel with the center line of Central Pacific Railway Company's railroad as now constructed ;

EXCEPTING FROM Parcel 4 all right, title and interest to coal, oil, gas and other minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Russell Wilkins, et ux, et al, in Deed recorded December 10, 1946 in Book 55, Page 63, Deed Records, Elko County, Nevada.

PARCEL 5:

TOWNSHIP 36 NORTH, RANGE 67 EAST, M.D.B.&M.

Section 7: All;  
Section 19: All;  
Section 31: All;

EXCEPTING FROM Parcel 5 all that portion of said land as conveyed to Nevada Northern Railway Company in Deed recorded February 7, 1906 in Book 28, Page 617, Deed Records, Elko County, Nevada.

FURTHER EXCEPTING FROM Section 19 all that portion of said land as conveyed to the State of Nevada, acting by and through its  
Continued on next page

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Order No. 03012789

Department of Highways, in Deed recorded September 7, 1973 in Book 184, Page 44, Official Records, Elko County, Nevada, portions of which have been relinquished by Resolution Relinquishing Portion of Highway Right-of-Way recorded October 11, 1985 in Book 504, Page 308, Official Records, Elko County, Nevada.

FURTHER EXCEPTING FROM Parcel 5 all right, title and interest to coal, oil, gas and other minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Russell Wilkins, et ux, et al, in Deed recorded December 10, 1946 in Book 55, Page 63, Deed Records, Elko County, Nevada.

PARCEL 6:

TOWNSHIP 37 NORTH, RANGE 67 EAST, 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 41, Official Records, Elko County, Nevada.

Section 15: All;

Section 23: All;

Section 25: All;

EXCEPTING FROM Parcel 8 all petroleum, oil, natural gas and products derived therefrom, lying in and under said land or that may be produced therefrom, as reserved by Southern Pacific Land Company in Deed recorded August 1, 1949 in Book 57, Page 126, Deed Records, Elko County, Nevada.

PARCEL 9:

TOWNSHIP 36 NORTH, RANGE 66 EAST, M.D.B.&M.

Section 35: All;

EXCEPTING FROM Parcel 9 all petroleum, oil, natural gas, and products derived therefrom, as reserved by Southern Pacific Land Company in Deed recorded August 1, 1949 in Book 57, Page 126, Deed Records, Elko County, Nevada.

PARCEL 10:

TOWNSHIP 34 NORTH, RANGE 66 EAST, M.D.B.&M.

Section 4: Lots 3 and 4; S1/2NW1/4; SW1/4;

EXCEPTING THEREFROM all minerals, mineral rights, gas, oil, coal and other hydrocarbons, in, under or upon said property or that may in any way be produced therefrom as reserved by W.J. Thomas and Grace L. Thomas, his wife, in Deed recorded January 23, 1959 in Book 75, Page 376, Deed Records, Elko County, Nevada.

PARCEL 11:

Continued on next page

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WFZ1618

Order No. 03012789

TOWNSHIP 35 NORTH, RANGE 66 EAST, M.D.B.&M.

Section 2: Lots 3 and 4; S1/2NW1/4; SW1/4;  
Section 10: E1/2E1/2;  
Section 14: W1/2W1/2;  
Section 22: NE1/4; SE1/4NW1/4; N1/2SE1/4; SW1/4SE1/4; SE1/4SW1/4;  
Section 27: N1/2;  
Section 28: SE1/4; SE1/4NE1/4;

EXCEPTING FROM Parcel 11 all right, title and interest to coal, oil, gas and other minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Russell Wilkins, et ux, et al, in Deed Recorded December 10, 1946 in Book 55, Page 63, Deed Records, Elko County, Nevada.

PARCEL 12:

TOWNSHIP 36 NORTH, RANGE 66 EAST, M.D.B.&M.

Section 21: E1/2;  
Section 22: W1/2NW1/4; S1/2;  
Section 26: W1/2W1/2;  
Section 27: All;  
Section 28: E1/2E1/2; W1/2SE1/4;

EXCEPTING AND RESERVING THEREFROM the following described land:

Beginning at a point from which the Southwest Corner of Section 28, TOWNSHIP 36 NORTH, RANGE 66 EAST, M.D.B.&M., bears South 84°52' West, 2,519.9 feet distant;

THENCE North 25°20' East, 486.81 feet;

THENCE South 64°40' East, 303.07 feet;

THENCE South 25°21' West, 140.51 feet;

THENCE South 64°40' East, 140.00 feet;

THENCE South 25°20' West, 346.30 feet;

THENCE North 64°40' West, 443.07 feet;

Section 33: All;  
Section 34: All;

Continued on next page

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WFZ1619

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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REGISTER

2003 DEC 30 PM 4:08

Stewart Title Co.  
JERRY G. ...  
LINDA ...

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 31<sup>st</sup> day of December, 2003, by and between NEVADA LAND AND RESOURCE COMPANY, LLC, a Delaware limited liability company ("NLRC"), Grantor, and BIG SPRING RANCH, L.L.C., a Nevada limited liability company, as to an undivided 75% interest and FARIBOZ SAHBI, TRUSTEE THE STAR LIVING TRUST as to an undivided 25% interest, Grantee.

WITNESSETH:

That the Grantor, in consideration of the sum of TEN DOLLARS (\$10.00), lawful money of the United States, and other good and valuable consideration to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain and sell to the Grantee, and to its successors and assigns forever, all those certain lots, pieces or parcels of land situate, lying and being in Elko County, Nevada, and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions,

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remainder and remainders, rents, issues and profits thereof, including but not limited to any right title and interest in any and all grazing rights or allotments appurtenant thereto.

TO HAVE AND TO HOLD all and singular the premises, together with the appurtenances, unto the said Grantee and to its successors and assigns forever.

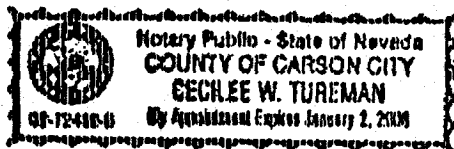
IN WITNESS WHEREOF, the Grantor has executed this conveyance the day and year first above written.

Nevada Land and Resource Company, LLC  
a Delaware limited liability company

By: *Dorothy A. Timian Palmer*  
DOROTHY A. TIMIAN-PALMER  
Chief Operating Officer/Director

STATE OF NEVADA        )  
                                  : ss.  
CARSON CITY            )

On December 29, 2003, DOROTHY A. TIMIAN-PALMER, personally appeared before me, a notary public, personally known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that she is the Chief Operating Officer and a Director of Nevada Land and Resource Company, a Delaware limited liability company, and who acknowledged to me that she executed the foregoing GRANT, BARGAIN AND SALE DEED on behalf of said corporation.



*Cecile W. Tureman*  
NOTARY PUBLIC

# EXHIBIT A

County	APN #	Twp	Range	Sec	Adjusted Acres	Acres
Elko	009-530-001	34N	66E	1	All except 0.23 Ac conv to WPK Co.	640.37
Elko	009-530-001	34N	66E	11	All	640.00
Elko	010-090-001	34N	67E	5	All	638.08
Elko	010-090-001	34N	67E	7	E/2 and ptn of W/2 east of the Nevada Northern Railroad as now constructed	366.98

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PARCEL 14:

TOWNSHIP 34 NORTH, RANGE 67 EAST, M.D.B.&M.

Section 5: All;

Section 7: All;

EXCEPTING THEREFROM all that portion of said land as conveyed to Nevada Northern Railway Company, in Deed recorded February 7, 1906 in Book 28, Page 617, Deed Records, Elko County, Nevada.

FURTHER EXCEPTING THEREFROM all that portion of said land as conveyed to Western Pacific Railway Company in Deed recorded February 19, 1909 in Book 31, Page 71, Deed Records, Elko County, Nevada.

FURTHER EXCEPTING THEREFROM that portion of the W1/2W1/2 lying west of the Nevada Northern Railroad as conveyed to Gordon Griswold and Kitty Griswold, his wife, in Deed recorded August 14, 1946 in Book 54, Page 354, Deed Records, Elko County, Nevada.

FURTHER EXCEPTING FROM all of Parcel 14 all right, title and interest to coal, oil, gas and other minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Russell Wilkins, et ux, et al, in Deed recorded December 10, 1946 in Book 55, Page 63, Deed Records, Elko, Nevada.

PARCEL 15:

TOWNSHIP 34 NORTH, RANGE 66 EAST, M.D.B.&M.

Section 1: All;

EXCEPTING THEREFROM all that portion of said land as conveyed to Western Pacific Railway Company in Deed recorded February 19, 1909 in Book 31, Page 71, Deed Records, Elko County, Nevada.

Section 11: ALL;

EXCEPTING FROM Parcel 15 all petroleum, oil, natural gas and products derived therefrom, lying in and under said land or that may be produced therefrom, as reserved by Southern Pacific Land Company in Deed recorded August 1, 1949 in Book 57, Page 125, Deed Records, Elko County, Nevada.

FURTHER EXCEPTING FROM all of the above described land those portion lying within the railroad right-of-way.

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WFZ1624



ASSIGNMENT OF INTEREST IN BIG SPRING RANCH, LLC

The undersigned Assignor, GHOLAMREZA ZANDIAN JAZI, currently holds an interest in BIG SPRING RANCH, LLC, a Nevada limited liability company, consisting of a membership, as well as a management right, and, in consideration of value received, GHOLAMREZA ZANDIAN JAZI herewith transfers and assigns to RAY KOROGHLI, individually, and FARIBORZ FRED SADRI, individually, and as Trustee of the Star Living Trust, all of the Assignor's right as Member or Manager in BIG SPRING RANCH, a Nevada LLC effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

The Assignor represents that the interest herewith assigned has not been transferred, assigned, encumbered, the subject of any agreement, or security interest and that he holds the full and complete rights, the subject of this Assignment. The Assignor irrevocably appoints the Assignee as the Attorney in Fact to transfer such interests on the books and records of BIG SPRING RANCH, LLC, a Nevada LLC, the Assignor agrees to separately execute a resignation as a Member and Manager of BIG SPRING RANCH, LLC, a Nevada LLC.

The undersigned executes this Assignment on the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
GHOLAMREZA ZANDIAN JAZI



ASSIGNMENT OF INTEREST IN  
NEVADA LAND & WATER RESOURCES, LLC

The undersigned Assignor, GHOLAMREZA ZANDIAN JAZI, currently holds an interest in NEVADA LAND & WATER RESOURCES, LLC, a Nevada limited liability company, consisting of a membership, as well as a management right, and, in consideration of value received, GHOLAMREZA ZANDIAN JAZI herewith transfers and assigns to RAY KOROGHLI, individually, and FARIBORZ FRED SADRI, individually, and as Trustee of the Star Living Trust, all of the Assignor's right as Member or Manager in NEVADA LAND & WATER RESOURCES, LLC, a Nevada LLC effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

The Assignor represents that the interest herewith assigned has not been transferred, assigned, encumbered, the subject of any agreement, or security interest and that he holds the full and complete rights, the subject of this Assignment. The Assignor irrevocably appoints the Assignee as the Attorney in Fact to transfer such interests on the books and records of NEVADA LAND & WATER, LLC, a Nevada LLC, the Assignor agrees to separately execute a resignation as a Member and Manager of NEVADA LAND & WATER RESOURCES, LLC, a Nevada LLC.

The undersigned executes this Assignment on the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
GHOLAMREZA ZANDIAN JAZI





JOHN PETER LEE, LTD.  
ATTORNEYS AT LAW  
830 LAS VEGAS BOULEVARD SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

1 RELS  
JOHN PETER LEE, LTD.  
2 JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
3 MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
4 830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
5 (702) 382-4044 Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant  
6

7 DISTRICT COURT

8 CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDIAN JAZI, )

CASE NO.: A511131  
DEPT. NO.: XIII

10 Plaintiff, )

11 v. )

12 RAY KOROGHLI, individually, FARIBORZ FRED )  
SADRI, individually, and as Trustee of the Star )  
13 Living Trust, WENDOVER PROJECT, LLC, a )  
Nevada limited liability company; BIG SPRING )  
14 RANCH, LLC, a Nevada limited liability company, )  
and NEVADA LAND AND WATER )  
15 RESOURCES, LLC, a Nevada limited liability )  
company, )

RELEASE OF LIS PENDENS

16 Defendants. )

17 \_\_\_\_\_ )  
18 RAY KOROGHLI, individually and FARIBORZ )  
FRED SADRI, individually, )

19 Counterclaimants, )

DATE: N/A  
TIME: N/A

20 v. )

21 GHOLAMREZ ZANDIAN JAZI, )

22 Counterdefendant. )

23 \_\_\_\_\_ )  
24 WENDOVER PROJECT, LLC, )

25 Counterclaimant, )

26 v. )

27 GHOLAMREZ ZANDIAN JAZI, )

28 Counterdefendant. )

1 GHOLAMREZ ZANDIAN JAZI,  
2 Counterclaimant,  
3 v.  
4 WENDOVER PROJECT, LLC,  
5 Counterdefendant,

6 1334.022860-JLR

7 NOTICE is hereby given that the undersigned did, on the 30th day of January, 2006 file a  
8 Notice of Lis Pendens with the above-referenced Court, a copy of which was recorded with the Elko  
9 County Recorder as Document Number 548113 on February 2, 2006.

10 NOW THEREFORE, for valuable consideration, the undersigned does by these presents  
11 release, satisfy and discharge said Lis Pendens.

12 DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

13 JOHN PETER LEE, LTD.

14  
15 BY: \_\_\_\_\_  
16 John Peter Lee, Esq.  
17 Nevada Bar No. 001768  
18 Michael A. Reynolds, Esq.  
19 Nevada Bar No. 008631  
20 830 Las Vegas Boulevard South  
21 Las Vegas, Nevada 89101  
22 Ph: (702) 382-4044/Fax: (702) 383-9950  
23 Attorneys for Plaintiffs  
24  
25  
26  
27  
28

JOHN PETER LEE, LTD.  
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1 RELS  
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4 830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
5 (702) 382-4044 Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant  
6

7 DISTRICT COURT

8 CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDIAN JAZI,  
10 Plaintiff,

CASE NO.: A511131  
DEPT. NO.: XIII

11 v.

12 RAY KOROGHLI, individually, FARIBORZ FRED  
SADRI, individually, and as Trustee of the Star  
13 Living Trust, WENDOVER PROJECT, LLC, a  
Nevada limited liability company; BIG SPRING  
14 RANCH, LLC, a Nevada limited liability company,  
and NEVADA LAND AND WATER  
15 RESOURCES, LLC, a Nevada limited liability  
company,

RELEASE OF LIS PENDENS

16 Defendants.

17  
18 RAY KOROGHLI, individually and FARIBORZ  
FRED SADRI, individually,

19 Counterclaimants,

DATE: N/A  
TIME: N/A

20 v.

21 GHOLAMREZ ZANDIAN JAZI,

22 Counterdefendant.

23  
24 WENDOVER PROJECT, LLC,

25 Counterclaimant,

26 v.

27 GHOLAMREZ ZANDIAN JAZI,

28 Counterdefendant.

**JOHN PETER LEE, LTD.**  
ATTORNEYS AT LAW  
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Telephone (702) 382-4044  
Telecopier (702) 383-9950

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GHOLAMREZ ZANDIAN JAZI,  
Counterclaimant,  
v.  
WENDOVER PROJECT, LLC,  
Counterdefendant,

1334.022860-JLR

NOTICE is hereby given that the undersigned did, on the 14th day of October, 2005 file a Notice of Lis Pendens with the above-referenced Court, a copy of which was recorded with the Elko County Recorder as Document Number 542563 on October 25, 2005.

NOW THEREFORE, for valuable consideration, the undersigned does by these presents release, satisfy and discharge said Lis Pendens.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

JOHN PETER LEE, LTD.

BY: \_\_\_\_\_  
John Peter Lee, Esq.  
Nevada Bar No. 001768  
Michael A. Reynolds, Esq.  
Nevada Bar No. 008631  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
Ph: (702) 382-4044/Fax: (702) 383-9950  
Attorneys for Plaintiffs

JOHN PETER LEE, LTD.  
ATTORNEYS AT LAW  
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Telephone (702) 382-4044  
Telecopier (702) 383-9950

1 RELS  
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2 JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
3 MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
4 830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
5 (702) 382-4044 Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant  
6

7 DISTRICT COURT

8 CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDIAN JAZI, )

10 Plaintiff, )

11 v. )

12 RAY KOROGHLI, individually, FARIBORZ FRED )  
SADRI, individually, and as Trustee of the Star )  
13 Living Trust, WENDOVER PROJECT, LLC, a )  
Nevada limited liability company; BIG SPRING )  
14 RANCH, LLC, a Nevada limited liability company, )  
and NEVADA LAND AND WATER )  
15 RESOURCES, LLC, a Nevada limited liability )  
company, )

16 Defendants. )  
17

18 RAY KOROGHLI, individually and FARIBORZ )  
FRED SADRI, individually, )

19 Counterclaimants, )

20 v. )

21 GHOLAMREZ ZANDIAN JAZI, )

22 Counterdefendant. )  
23

24 WENDOVER PROJECT, LLC, )

25 Counterclaimant, )

26 v. )

27 GHOLAMREZ ZANDIAN JAZI, )

28 Counterdefendant. )

CASE NO.: A511131.  
DEPT. NO.: XIII

RELEASE OF LIS PENDENS

DATE: N/A  
TIME: N/A

JOHN PETER LEE, LTD.  
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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  
15 BY: \_\_\_\_\_  
16 John Peter Lee, Esq.  
17 Nevada Bar No. 001768  
18 Michael A. Reynolds, Esq.  
19 Nevada Bar No. 008631  
20 830 Las Vegas Boulevard South  
21 Las Vegas, Nevada 89101  
22 Ph: (702) 382-4044/Fax: (702) 383-9950  
23 Attorneys for Plaintiffs  
24  
25  
26  
27  
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1 RELS  
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2 JOHN PETER LEE, ESQ.  
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3 MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
4 830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
5 (702) 382-4044 Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant  
6

7 DISTRICT COURT

8 CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDIAN JAZI,

10 Plaintiff,

11 v.

12 RAY KOROGHLI, individually, FARIBORZ FRED  
SADRI, individually, and as Trustee of the Star  
13 Living Trust, WENDOVER PROJECT, LLC, a  
Nevada limited liability company; BIG SPRING  
14 RANCH, LLC, a Nevada limited liability company,  
and NEVADA LAND AND WATER  
15 RESOURCES, LLC, a Nevada limited liability  
company,

16 Defendants.  
17

CASE NO.: A511131  
DEPT. NO.: XIII

RELEASE OF LIS PENDENS

18 RAY KOROGHLI, individually and FARIBORZ  
FRED SADRI, individually,

19 Counterclaimants,

20 v.

21 GHOLAMREZ ZANDIAN JAZI,

22 Counterdefendant.  
23

DATE: N/A  
TIME: N/A

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  
23  
24  
25  
26  
27  
28

JOHN PETER LEE, L.L.D.  
ATTORNEYS AT LAW  
830 LAS VEGAS BOULEVARD SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950





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.*

Nevada Secretary of State Resignation of Officer 2003  
 Revised on: 02/03/06





DEAN HELLER  
Secretary of State  
202 North Carson Street  
Carson City, Nevada 89701-4201  
(775) 684 5708  
Website: secretaryofstate.biz

Certificate of Resignation of Officer,  
Director, Manager, Member, General  
Partner, Trustee or Subscriber

ABOVE SPACE IS FOR OFFICE USE ONLY

Certificate of Resignation of  
Officer, Director, Manager, Member,  
General Partner, Trustee or Subscriber

1. The name and title(s) of person that desires to resign:

GHOLAMREZA ZANDIAN JAZI  
(Name)

Manager  
(Title(s))

2. The name and file number of the entity for which resignation is being made:

NEVADA LAND & WATER RESOURCES, L.L.C.  
(Name of Entity)

(File Number)

3. Signature: \_\_\_\_\_

4. Fee: \$75.00 per form. Resignation of one person from one entity per form.

*This form must be accompanied by appropriate fees.*

Nevada Secretary of State Resignation of Officer 2003  
Revised on: 02/03/06





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.*

Nevada Secretary of State Resignation of Officer: 2003  
 Revised on: 02/03/06





**JOHN PETER LEE, LTD.**

ATTORNEYS AT LAW

830 LAS VEGAS BOULEVARD SOUTH

LAS VEGAS, NEVADA 89101

Telephone (702) 382-4044

Telecopier (702) 383-9950

1 RCPT  
JOHN PETER LEE, LTD.  
2 JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
3 MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
4 830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
5 (702) 382-4044 Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant  
6

7 DISTRICT COURT

8 CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDIAN JAZI,

10 Plaintiff,

11 v.

12 RAY KOROGHLI, individually, FARIBORZ FRED )  
SADRI, individually, and as Trustee of the Star )  
13 Living Trust, WENDOVER PROJECT, LLC, a )  
Nevada limited liability company; BIG SPRING )  
14 RANCH, LLC, a Nevada limited liability company, )  
and NEVADA LAND AND WATER )  
15 RESOURCES, LLC, a Nevada limited liability )  
company, )

16 Defendants.  
17

18 RAY KOROGHLI, individually and FARIBORZ )  
FRED SADRI, individually, )

19 Counterclaimants,  
20

21 v.

22 GHOLAMREZ ZANDIAN JAZI,

23 Counterdefendant.  
24

25 WENDOVER PROJECT, LLC,

26 Counterclaimant,  
27

28 GHOLAMREZ ZANDIAN JAZI,

Counterdefendant.

CASE NO.: A511131  
DEPT. NO.: XIII

RECEIPT

DATE: N/A  
TIME: N/A

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GHOLAMREZ ZANDIAN JAZI,  
Counterclaimant,  
v.  
WENDOVER PROJECT, LLC,  
Counterdefendant,

1334.022860-JLR

RECEIPT of \$250,000 made payable to John Peter Lee, Ltd., in compliance and in conformity with the Award of Floyd Hale, Arbitrator dated September 20, 2006 is acknowledged this \_\_\_ day of \_\_\_\_\_, 2006.

JOHN PETER LEE, LTD.

BY: \_\_\_\_\_  
John Peter Lee, Esq.  
Nevada Bar No. 001768  
Michael A. Reynolds, Esq.  
Nevada Bar No. 008631  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
Ph: (702) 382-4044/Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant

**JOHN PETER LEE, LTD.**  
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Telephone (702) 382-4044  
Telecopier (702) 383-9950

MUTUAL RELEASE OF CLAIMS

This Mutual Release of Claims is made this \_\_\_\_\_ day of \_\_\_\_\_, 2006 by and between GHOLAMREZA ZANDIAN JAZI ("Zandian"), Ray Koroghli ("Koroghi"), Fariborz Fred Sadri ("Sadri"), Wendover Project, LLC ("Wendover"), Nevada Land and Water Resources, LLC ("Nevada Land") and Big Spring Ranch, LLC, ("Big Spring"). For purposes of this agreement, Zandian is hereinafter called Plaintiff and all of the individuals and LLCs are jointly called Defendants.

RECITALS

WHEREAS disputes have arisen by and between the Plaintiff and the Defendants resulting in litigation which was commenced in the District Court, Clark County Nevada, given Case No. A511131; and

WHEREAS the matter was thereafter referred to arbitration before Floyd A. Hale by an agreement; and

WHEREAS, in addition to the Complaint, the Defendants filed various Counterclaims against the Plaintiff in the District Court action, all of which claims were heretofore referred to Floyd A. Hale to arbitrate; and

WHEREAS the parties to this Release, Plaintiff and the Defendants, commenced the arbitration process before Floyd A. Hale, which commenced on the 22nd day of August, 2006 and ended on the 8th day of September, 2006; and

WHEREAS on the latter date an order was entered on the record concerning settlement of the claims asserted by the Plaintiff, and the counterclaims asserted by the Defendants, which will be reduced to an order entered in the arbitration proceedings; and

WHEREAS the order provides for the release of certain rights by the parties, one against the other, and the payment of sums by certain of the Defendants, all as set forth in separate instruments, and further set forth in the Arbitration Order; and

WHEREAS these parties desire to settle and resolve all issues, allegations, claims, rights, defenses and obligations and causes of action asserted, or which could have been asserted by the Plaintiff against the Defendants and the Defendants against the Plaintiff;

NOW THEREFORE in consideration of these Recitals and the mutual covenants, promises and conditions hereinafter set forth, these parties agree as follows:

1. In consideration of the mutual covenants of the parties hereto, their heirs, executors, administrators, assigns, representative trustees, beneficiaries, directors, officers, employees, agents and attorneys and assigns to enter to this Mutual Release whereby the Plaintiff releases the Defendants and the Defendants release the Plaintiff from any and all demands, claims, damages, lawsuits, causes of action, costs and expenses of whatever character, known or unknown, and whenever occurring in the past, in the present or which will accrue in the future in any way, which are directly or indirectly related to the demands, claims and causes of action alleged, or which could have been alleged by the parties in the Complaint, the Amended Complaint and the various Counterclaims, or any amendments which could have been filed in the underlying proceedings.

2. The parties recognize that the Plaintiff and that the Defendants each may have claims against the others, of which they are unaware, it is the intention of the parties entering into this Mutual Release that this instrument will terminate the claim of the Plaintiff as against the Defendants and the Defendants against the Plaintiff, and prevent them from asserting the same. To this end, the

parties, and each of them, do waive all rights and benefits conferred upon them by statute or common law of any jurisdiction which has provisions which provides generally as follows:

“a general release does not extend to claims which the creditor does know or suspect in his favor at the time of executing the Release, which, if known by him, must have materially effected his settlement with the Debtor.”

The Plaintiff indemnifies the Defendants and the Defendants indemnify the Plaintiff from any and all claims asserted against any of them as a result of, or in connection with, any action or proceeding brought directly or indirectly on behalf, in the name of anyone claiming standing through the Plaintiff or the Defendants, contrary to the provisions of the Releases as provided for in this agreement.

3. This mutual settlement agreement is a compromise of disputed claims and arises out of, connected with, and relating to the underlying action and is not to be constructed as an admission of liability on the part of any party, all of whom expressly deny liability.

4. The construction, effect and validity of this agreement is governed by the laws of the State of Nevada and shall bind and inure to the benefit of each party and constitutes the entire agreement among the parties with respect to the subject hereto and may not be amended, except in writing, executed by the party to be charged.

5. Each party agrees to do anything necessary, and to execute all instruments necessary proper to effectuate the provisions and intent of this agreement, and each party shall mark cancelled and deliver to the other all evidence of any debt or obligation owed to the other, including Notes, Deeds of Trust or promises to pay, including, but not limited to, that certain Promissory Note

executed by Zandian in favor of Fariborz Fred Sadri and the Star Living Trust for \$333,333 secured by a Deed of Trust on 4,400 acres of property in Washoe County, Nevada.

6. Each party warrants that he has the power, capacity and authority to enter into this Mutual Release.

7. The Plaintiff and the Defendants separately acknowledge that their execution of this Release is freely and voluntarily done, and that all Recitals are true and correct, and they have not assigned or transferred to any person the matters released hereunder.

8. All the terms and conditions herein are severable in the event that any terms held are considered unenforceable by any court of competent jurisdiction. This agreement shall be interpreted as if the unenforceable terms were not contained herein.

9. This mutual agreement shall not create any rights in any person who is not a party hereto.

10. This mutual settlement agreement may be signed in multiple originals, each of which is considered a counterpart of the others, and taken together shall constitute one original.

DATED the day above first written.

\_\_\_\_\_  
GHOLAMREZA ZANDIAN JAZI

\_\_\_\_\_  
RAY KOROGHLI, individually

\_\_\_\_\_  
FARIBORZ FRED SADRI, individually and  
as Trustee of the Star Living Trust

WENDOVER PROJECT, LLC

BY: \_\_\_\_\_

NEVADA LAND & WATER RESOURCES, LLC

BY: \_\_\_\_\_

BIG SPRING RANCH, LLC

BY: \_\_\_\_\_





1 ARB  
2 FLOYD A. HALE, ESQ.  
3 Nevada Bar No. 1873  
4 JAMS  
5 2300 W. Sahara, #900  
6 Las Vegas, NV 89102  
7 Ph: (702) 457-5267  
8 Fax: (702) 437-5267  
9 Arbitrator.

RECEIVED  
MAR 02 2007  
JOHN PETER LEE, LTD.

DISTRICT COURT  
CLARK COUNTY, NEVADA

10 GHOLAMREZA ZANDIAN JAZI, ) Case No. A511131  
11 ) ) Dept. No. XII  
12 Plaintiff, )  
13 vs. )  
14 RAY KOROGHLI, individually, )  
15 FABIRORZ FRED SADRI, individually, )  
16 and as Trustee of the Star Living Trust, )  
17 WENDOVER PROJECT, LLC, a Nevada )  
18 limited liability company; BIG SPRING )  
19 RANCH, LLC, a Nevada limited liability )  
20 company, and NEVADA LAND AND )  
21 WATER RESOURCES, LLC, a Nevada )  
22 limited liability company, )  
23 Defendants. )

ARBITRATOR REPORT AND RECOMMENDATION TO  
DISTRICT COURT

23 This matter was submitted to Arbitration and Arbitration Hearings were conducted for two  
24 days, as well as the submission of voluminous exhibits, depositions and briefs. During the  
25 Arbitration proceeding, the parties agreed to meet with the Arbitrator in an effort to resolve the  
26 dispute. With agreement of counsel, the parties met directly with the Arbitrator and an agreement  
27 for a final conclusion of this matter was read into the record, being recorded by a court reporter.  
28

FLOYD A. HALE  
SPECIALIST  
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LAS VEGAS, NEVADA 89102  
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The undersigned then issued an Arbitration Decision based upon the evidence submitted as well as the agreement of the parties.

On January 11, 2007, counsel for the parties conducted a hearing before this Court regarding confirmation of the Arbitration Award. Counsel for the parties could not reach an agreement as to what documents needed to be signed to effect the Arbitration Decision. For that reason, the matter was referred back to the Arbitrator for further proceedings. The actual reference, contained in page 25, line 6-14 of the January 11, 2007, transcript is as follows:

THE COURT: I'm going to resolve your problem. Its real easy. I am going to refer the matter back to Floyd Hale for further proceedings, consistent with the 9/8/06 transcript. Those will include getting the mechanism for the spouses of the parties to sign the documents, getting a mechanism for the waiver of the release of the rights of first refusal that exist, entering into the settlement agreement the parties entered into. If he is unable to reach an agreement among the parties, then I will have the final word.

The District Court has already indicated that wives of the principals will need to sign documents. The following report and recommendation will reference the parties to the Arbitration with the understanding that the District Court has already indicated that wives for those parties will be required to sign all necessary documents.

IT IS REPORTED AND RECOMMENDED to the Court that the following documents will need to be executed by the parties and their wives:

4,400 acres of real estate, owned by Poh Rah, LLC: The only members of the Pah Rah, LLC are the parties to this action: Zandian Jazi; Ray Koroghli and Fred Sadri. These parties will be required to sign a Grant Bargain Sale Deed to transfer the 4,400 acres of real estate to Zandian Jazi. Fred Sadri will need to execute a full reconveyance of the Deed of Trust and release the Promissory Note which was secured by the Deed of Trust as to this property. The parties will also

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EMAIL fhaale@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           \$250,000.00 Payment to Zandian Jazi: There has been a dispute as to what entity is  
11 responsible for making this payment. During the Arbitration Proceedings, as well as during prior  
12 meetings with the parties, it was represented to the Arbitrator that Mr. Sadri and Mr. Koroghli  
13 would make this payment. It is Recommended that either Mr. Sadri or Mr. Koroghli, or both, are  
14 individually responsible for this payment. Sadri and Koroghli may, however, execute the  
15 payment check or draft in whatever representative capacity that they believe is the most  
16 appropriate.  
17

18           Transfer of Wendover Project, LLC Interest: Zandian Jazi has agreed to waive or transfer  
19 any interest that he has, if any, in the Wendover Project, LLC. Mr. Netzorg has argued that it is  
20 incumbent upon Mr. Zandian Jazi to obtain signatures on waivers of rights of first refusal from  
21 all members of the LLC. This was not part of the settlement agreement and the District Court  
22 should be aware that the Defendants contested that Zandian Jazi even owned rights in the  
23 Wendover Project, LLC at the time of the arbitration.  
24

25           It is the Report and Recommendation of the Arbitrator that Zandian Jazi sign a transfer  
26 of all interest that he owns in the Wendover Project, LLC directly to: "Wendover Project, LLC."  
27  
28

FLOYD \* MALE  
SPEECH THER  
2300 W. Sahara, S.E. SUITE 900  
LAS VEGAS, NEVADA 89102  
PHONE (702) 457-5267 email: fma@floydma.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 Big Springs Ranch, LLC: As with the Wendover Project, LLC, Mr. Zandian Jazi will be  
13 required to execute a transfer of interest and waiver of any interest of the Big Springs Ranch,  
14 LLC, directly to: "Big Springs Ranch, LLC." He must also execute a waiver of right of first  
15 refusal that he would have under that LLC. As stated with the Wendover Project, LLC, it is the  
16 duty of the managing members of the Big Springs Ranch, LLC, to make an appropriate  
17 distribution or allocation of this interest. The remaining managing members of the Big Springs  
18 Ranch, LLC must either transfer the property as required by the operating agreement or obtain  
19 whatever waivers of rights of first refusal that are necessary to make a transfer which they believe  
20 are necessary.  
21

22 CONCLUSION:

23 Mr. Netzorg has contested the requirement that the receiving LLC entities are required to  
24 obtain waivers of rights of first refusal. Actually, waivers are not necessary if the receiving  
25 interest is transferred pursuant to the operating agreement. If the managing members want to  
26  
27  
28

1 obtain waivers of rights of first refusal to make a different distribution, they are certainly free to  
2 do so. That should not be the burden of Mr. Zandian Jazi.

3 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 28<sup>th</sup> day of February, 2007.

11 By: 

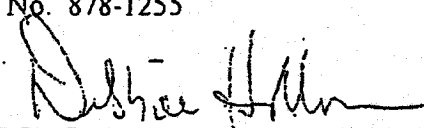
12 FLOYD A. HALE  
13 2300 W. Sahara, #900  
14 Las Vegas, NV 89102  
15 Arbitrator

16 CERTIFICATE OF FACSIMILE AND MAIL

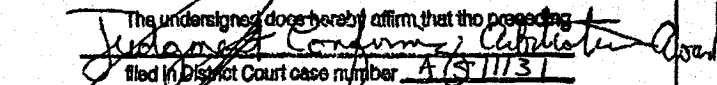
17 I hereby certify that on the 28<sup>th</sup> day of February, 2007, I faxed and mailed a true and  
18 correct copy of the foregoing addressed to:

19 John Peter Lee, Esq.  
20 830 Las Vegas Boulevard South  
21 Las Vegas, NV 89101  
22 Attorneys for Plaintiffs  
23 Fax No. 383-9950

24 John Netzorg, Esq.  
25 2810 West Charleston Blvd. #H-81  
26 Las Vegas, NV 89102  
27 Attorneys for Defendants  
28 Fax No. 878-1255

By:   
Employee of Jams

**AFFIRMATION**  
Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding  
  
filed in District Court case number A1511131  
DOES NOT contain the social security number of any person.

Date 6/8/07

FLOYD A. HALE

SPECIAL INTER

2300 W. SAHARA, #900, SUITE 900  
LAS VEGAS, NEVADA 89102

PHONE (702) 457-5267 Email: fahale@fahale.com

JOHN PETER LEE, LTD.  
ATTORNEYS AT LAW  
830 LAS VEGAS BOULEVARD SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

**RECEIPT OF COPY**

RECEIPT OF COPY of the foregoing NOTICE OF ENTRY OF JUDGMENT  
CONFIRMING ARBITRATION AWARD is hereby acknowledged this 8th day of June, 2007.

JAMS, The Resolution Experts

By: Floyd A. Hale, Esq.  
Floyd A. Hale, Esq.  
2300 West Sahara Avenue #900  
Las Vegas, Nevada 89102

John M. Netzorg, Esq.  
John M. Netzorg, Esq.  
2810 West Charleston Boulevard #81  
Las Vegas, Nevada 89102  
Attorneys for Defendants

**AFFIRMATION**  
Pursuant to NRS 239B.030  
The undersigned does hereby affirm that the preceding  
NOTICE OF JUDGMENT  
filed in District Court case number 2511131  
DOES NOT contain the social security number of any person.  
[Signature] Date 6/8/07

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FILED

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*[Signature]*  
CLERK OF COURT

1 **ORD**  
2 STEVEN L. DAY, ESQ.  
3 Nevada Bar No. 3708  
4 COHEN, JOHNSON & DAY  
5 1060 Wigwam Parkway  
6 Henderson, NV 89074  
7 (702) 309-3333  
8  
9 Attorneys for Defendants

DISTRICT COURT  
CLARK COUNTY, NEVADA

10 GHOLAMREZA ZANDIAN JAZI, )  
11 Plaintiff, )  
12 vs. )  
13 RAY KOROGHLI, individually, FAIRBORZ )  
14 FRED SADRI, individually and as Trustee of )  
15 the Star Living Trust, WENDOVER PROJECT, )  
16 LLC, a Nevada limited liability company; BIG )  
17 SPRING RANCH, LLC, a Nevada limited )  
18 liability company, and NEVADA LAND AND )  
19 WATER RESOURCES, LLC, a Nevada )  
20 limited liability company, )  
21 Defendants. )

CASE NO. A511131  
DEPT. NO. XI

CC

ORDER

21 This matter having come on for hearing on the 7th day of August, 2007, on  
22 DEFENDANTS' MOTION FOR STAY OF PROCEEDINGS TO ENFORCE JUDGMENT  
23 AND ALTERNATIVELY TO SET SUPERSEDEAS BOND; ORDER SHORTENING TIME,  
24 Steven L. Day, Esq. of the law firm of Cohen, Johnson & Day, appearing on behalf of  
25 Defendants, and Yvette R. Freedman, Esq., of the law firm of John Peter Lee, Ltd.,  
26 appearing on behalf of Plaintiffs, and the court having heard oral argument and after

COHEN, JOHNSON & DAY  
1060 Wigwam Parkway  
Henderson, NV 89074  
(702) 309-3333

CLERK OF THE COURT

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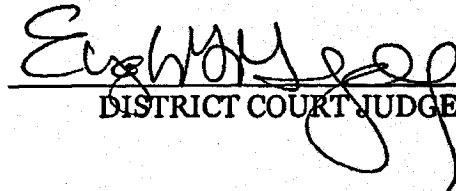
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having examined the records and documents on file in the above-entitled matter and being fully advised in the premises;

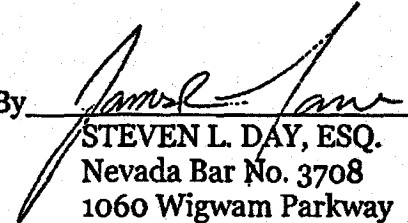
IT IS HEREBY ORDERED that DEFENDANTS' MOTION FOR STAY OF PROCEEDINGS TO ENFORCE JUDGMENT AND ALTERNATIVELY TO SET SUPERSEDEAS BOND, shall be, and the same is hereby GRANTED.

IT IS FURTHER HEREBY ORDERED that Defendants must post a bond in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00)

DATED this 9 day of August, 2007.

*GC*  
*BA*  
  
DISTRICT COURT JUDGE

Submitted By:  
COHEN, JOHNSON & DAY

By   
STEVEN L. DAY, ESQ.  
Nevada Bar No. 3708  
1060 Wigwam Parkway  
Henderson, NV 89074  
Attorneys for Defendants



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**NOTC**  
STEVEN L. DAY, ESQ.  
Nevada Bar No. 3708  
COHEN, JOHNSON & DAY  
1060 Wigwam Parkway  
Henderson, NV 89074  
(702) 309-3333

**FILED**

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*Chaf...*  
CLERK OF THE COURT

Attorneys for Defendants

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

GHOLAMREZA ZANDIAN JAZI, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
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, )  
 )  
Defendants. )

CASE NO. A511131  
DEPT. NO. XI

**NOTICE OF ENTRY OF ORDER**

TO: ALL PARTIES; and  
TO: THEIR COUNSEL OF RECORD.

COHEN, JOHNSON & DAY  
1060 Wigwam Parkway  
Henderson, NV 89074  
(702) 309-3333

RECEIVED  
AUG 14 2007  
CLERK OF THE COURT

1 PLEASE TAKE NOTICE that an Order was entered in the above-entitled action  
2 on the 13th day of August, 2007, a copy of which is attached hereto.

3 DATED this 14<sup>th</sup> day of August, 2007.

4 COHEN, JOHNSON & DAY

5  
6  
7 By \_\_\_\_\_

8 STEVEN L. DAY, ESQ.  
9 Nevada Bar No. 3708  
10 1060 Wigwam Parkway  
11 Henderson, NV 89074  
12 Attorneys for Defendants

13 **CERTIFICATE OF MAILING**

14 I HEREBY CERTIFY that on the 14<sup>th</sup> day of August, 2007, I served a copy of the  
15 foregoing NOTICE OF ENTRY OF ORDER, by causing a copy of the same to be  
16 deposited in the United States mail, postage prepaid, addressed as follows:

17 John Peter Lee, Esq.  
18 JOHN PETER LEE, LTD.  
19 830 Las Vegas Blvd. South  
20 Las Vegas, NV 89101  
21 Attorneys for Plaintiff/Counterdefendant

22 Georgia Keallon  
23 An Employee of Cohen, Johnson & Day  
24  
25  
26  
27  
28

1 **ORD**  
2 STEVEN L. DAY, ESQ.  
3 Nevada Bar No. 3708  
4 COHEN, JOHNSON & DAY  
5 1060 Wigwam Parkway  
6 Henderson, NV 89074  
7 (702) 309-3333

8 Attorneys for Defendants

**FILED**

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*Chapman*  
CLERK OF DISTRICT COURT

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

9  
10 GHOLAMREZA ZANDIAN JAZI, )

11 Plaintiff, )

12 vs. )

13 RAY KOROGHLI, individually, FAIRBORZ )  
14 FRED SADRI, individually and as Trustee of )  
15 the Star Living Trust, WENDOVER PROJECT, )  
16 LLC, a Nevada limited liability company; BIG )  
17 SPRING RANCH, LLC, a Nevada limited )  
18 liability company, and NEVADA LAND AND )  
19 WATER RESOURCES, LLC, a Nevada )  
20 limited liability company, )

21 Defendants. )

CASE NO. A511131  
DEPT. NO. XI

**ORDER**

22 This matter having come on for hearing on the 7th day of August, 2007, on  
23 DEFENDANTS' MOTION FOR STAY OF PROCEEDINGS TO ENFORCE JUDGMENT  
24 AND ALTERNATIVELY TO SET SUPERSEDEAS BOND; ORDER SHORTENING TIME,  
25 Steven L. Day, Esq. of the law firm of Cohen, Johnson & Day, appearing on behalf of  
26 Defendants, and Yvette R. Freedman, Esq., of the law firm of John Peter Lee, Ltd.,  
27 appearing on behalf of Plaintiffs, and the court having heard oral argument and after  
28

COHEN, JOHNSON & DAY  
1060 Wigwam Parkway  
Henderson, NV 89074  
(702) 309-3333

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having examined the records and documents on file in the above-entitled matter and being fully advised in the premises;

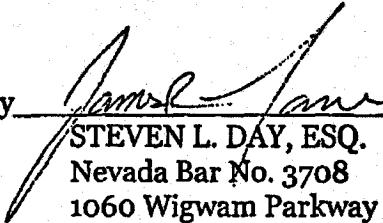
IT IS HEREBY ORDERED that DEFENDANTS' MOTION FOR STAY OF PROCEEDINGS TO ENFORCE JUDGMENT AND ALTERNATIVELY TO SET SUPERSEDEAS BOND, shall be, and the same is hereby GRANTED.

IT IS FURTHER HEREBY ORDERED that Defendants must post a bond in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00)

DATED this 9 day of Aug, 2007.

**ELIZABETH GONZALEZ**  
\_\_\_\_\_  
DISTRICT COURT JUDGE

Submitted By:  
COHEN, JOHNSON & DAY

By   
STEVEN L. DAY, ESQ.  
Nevada Bar No. 3708  
1060 Wigwam Parkway  
Henderson, NV 89074  
Attorneys for Defendants

## CIVIL COURT MINUTES

05-A-511131-C Jazi, Gholamreza Z vs Koroghli, Ray

---

11/28/05 09:00 AM 00 PLTF'S MTN TO DISMISS COMPLAINT OR  
COMPEL ARBITRATION /01

HEARD BY: Mark R. Denton, Judge; Dept. 13

OFFICERS: Sue Burdette, Court Clerk

PARTIES: NO PARTIES PRESENT

John Netzorg, Esq., present.

Mr. Netzorg advised the matter is resolved and there are no other matters to come before the Court today. COURT ORDERED, matter OFF CALENDAR.

CLERK'S NOTE: LATER, it was determined that a Stipulation for arbitration was filed.../sb

---

04/17/06 09:00 AM 00 DEFT'S MTN TO DISMISS COMPLAINT /02

HEARD BY: Mark R. Denton, Judge; Dept. 13

OFFICERS: Sue Burdette, Court Clerk

PARTIES: NO PARTIES PRESENT

COURT finds there are no appearances; finds that counsel has contacted Chambers and indicated the parties are stipulating to arbitration; and ORDERED, matter OFF CALENDAR.

CIVIL COURT MINUTES

05-A-511131-C Jazi, Gholamreza Z vs Koroghli, Ray

CONTINUED FROM PAGE: 001

12/22/06 ??:?? ?M 00 MINUTE ORDER RE: INCORRECT CASE REASSIGNMENT

HEARD BY: Elizabeth Gonzalez, Judge; Dept. 11

OFFICERS: Willa Pettice, Court Clerk

PARTIES: NO PARTIES PRESENT

The Court stated this is a Business Court case that was transferred from Dept. 13 in error. Judge Denton is to retain this case. COURT ORDERED, matter referred back to Dept. 13 as a Business Court case.

01/11/07 09:00 AM 00 ALL PENDING MOTIONS (1/11/07)

HEARD BY: Elizabeth Gonzalez, Judge; Dept. 11

OFFICERS: Melissa Swinn, Relief Clerk  
Jill Hawkins, Reporter/Recorder

PARTIES: 0001 P1 Jazi, Gholamreza Z  
008631 Reynolds, Michael A.  
007699 Fic, Holly

N  
Y  
Y

0002 D1 Koroghli, Ray  
001335 Netzorg, John M.

N  
Y

PLAINTIFF/COUNTER DEFENDANT JAZI MOTION FOR CONFIRMATION AND ENTRY OF JUDGMENT ON ARBITRATION AWARD . . . DEFT'S MOTION TO VACATE ARBITRATION AWARD/MOTION TO MODIFY OR CORRECT

Arguments by counsel. COURT ORDERED, both motions DENIED. FURTHER, matter REFERRED back to Floyd Hale to resolve the following issues:

- 1 - Spouses need to sign on documents;
- 2 - Obtain waiver from anyone with the first right of refusal;
- 3 - Complete settlement agreement.

Further, it is this Court's recommendation that escrow be opened if real property is being transferred. Counsel advised all parties present that they can return to this Court to either resolve the issues or to assist in implementing the resolution.

CIVIL COURT MINUTES

05-A-511131-C Jazi, Gholamreza Z vs Koroghli, Ray

CONTINUED FROM PAGE: 002

04/24/07 ??:?? ?M 00 PLTF'S MTN FOR REFERRAL TO ARBITRATOR/07

HEARD BY: Elizabeth Gonzalez, Judge; Dept. 11

OFFICERS: Willa Pettice, Court Clerk

PARTIES: NO PARTIES PRESENT

COURT ORDERED, Pltf's Motion for Referral to Arbitrator is DENIED.

05/29/07 09:00 AM 00 ZANDIAN'S MTN FOR CONFIRMATION/ENTRY OF JGMNT ON ARBITRATION AWARD AND OST /08

HEARD BY: Elizabeth Gonzalez, Judge; Dept. 11

OFFICERS: Denise Trujillo, Court Clerk  
Debbie Winn, Reporter/Recorder

PARTIES: NO PARTIES PRESENT

At request of both counsel, COURT ORDERED, matter CONTINUED.

CONTINUED TO: 06/05/07 09:00 AM 01

CIVIL COURT MINUTES

05-A-511131-C Jazi, Gholamreza Z vs Koroghli, Ray

CONTINUED FROM PAGE: 003

06/05/07 09:00 AM 01 ZANDIAN'S MTN FOR CONFIRMATION/ENTRY OF JGMNT ON ARBITRATION AWARD AND OST /08

HEARD BY: Elizabeth Gonzalez, Judge; Dept. 11

OFFICERS: Phyllis Irby/pi, Court Clerk  
Jill Hawkins, Reporter/Recorder

REQ. BY: Jazi Gholamreza Z, Plaintiff

PARTIES:	0001 P1	Jazi, Gholamreza Z	N
	007373	Hatfield, Trevor J.	Y
	008631	Reynolds, Michael A.	Y
	0002 D1	Koroghli, Ray	N
	001335	Netzorg, John M.	Y
	0003 D	Sadri, Fariborz F	N
	001335	Netzorg, John M.	Y
	0005 D	Wendover Project LLC	N
	001335	Netzorg, John M.	Y
	0006 D	Big Spring Ranch LLC	N
	001335	Netzorg, John M.	Y
	0007 D	Nevada Land And Water Resources LLC	N
	001335	Netzorg, John M.	Y
	0008 CO	Wendover Project LLC	N
	001335	Netzorg, John M.	Y

Following arguments of counsel. COURT ORDERED, Zandian's Motion is GRANTED; matter set for status check.

7-24-07 9:00 AM STATUS CHECK: COMPLIANCE



CIVIL COURT MINUTES

05-A-511131-C Jazi, Gholamreza Z vs Koroghli, Ray

CONTINUED FROM PAGE: 004

06/21/07 09:00 AM 00 ALL PENDING MOTIONS (06-21-07)

HEARD BY: Elizabeth Gonzalez, Judge; Dept. 11

OFFICERS: Carol Donahoo, Relief Clerk  
Jill Hawkins, Reporter/Recorder

PARTIES: 0001 P1 Jazi, Gholamreza Z  
007373 Hatfield, Trevor J.

N  
Y

0002 D1 Koroghli, Ray  
001335 Netzorg, John M.

N  
Y

DRFT.'S MOTION FOR STAY OF PROCEEDINGS TO ENFORCE THE JUDGMENT...DEFT.'S  
MOTION FOR REHEARING

Argument on Deft.'s Motion for Stay of Proceedings. COURT ORDERED, Motion  
GRANTED during the period of resolution of post-trial motions only. Court  
will require a bond in the amount of \$10,000 for that limited period;  
however, the Court will reconsider the amount of the bond after resolution  
of the pending motions. COURT FURTHER ORDERED, Deft.'s Motion for Rehearing  
rescheduled to July 17, 2007, at 9:00 a.m.

CIVIL COURT MINUTES

05-A-511131-C Jazi, Gholamreza Z vs Koroghli, Ray

CONTINUED FROM PAGE: 005

07/17/07 09:00 AM 00 ALL PENDING MOTIONS (07-17-07)

HEARD BY: Elizabeth Gonzalez, Judge; Dept. 11

OFFICERS: Carol Donahoo, Relief Clerk  
Jill Hawkins, Reporter/Recorder

PARTIES: 0001 P1 Jazi, Gholamreza Z  
008631 Reynolds, Michael A.

N  
Y

0002 D1 Koroghli, Ray  
003708 Day, Steven L.

N  
Y

DEFT.'S MOTION FOR REHEARING PURSUANT TO E.D.C.R. 2.24...DEFT.'S MOTION TO AMEND OR ALTER JUDGMENT PURSUANT TO NRCP 59(e), OR IN THE ALTERNATIVE, MOTION FOR A NEW TRIAL PURSUANT TO NRCP 59(e)

Arguments by counsel on both Motions. COURT ORDERED, Motions DENIED. Colloquy regarding the July 24 Status Check. COURT FURTHER ORDERED status check VACATED and RESET.

08/23/07 9:00 AM STATUS CHECK: COMPLIANCE

CIVIL COURT MINUTES

05-A-511131-C Jazi, Gholamreza Z

vs Koroghli, Ray

CONTINUED FROM PAGE: 006

08/07/07 09:00 AM 00 DEFT'S MTN TO STAY OF PROCEEDINGS TO ENFORCE/17

HEARD BY: Elizabeth Gonzalez, Judge; Dept. 11

OFFICERS: Kathy Klein, Court Clerk  
Jill Hawkins, Reporter/Recorder

PARTIES:	0001 P1	Jazi, Gholamreza Z	N
	009898	Freedman, Yvette R.	Y
	0002 D1	Koroghli, Ray	N
	003708	Day, Steven L.	Y

Mr. Day advised no reason to post bond, and if Court set a bond, then should consider the \$10,000.00 as previous. Colloquy regarding lis pendes, pending appeal, and security in the property. Ms. Freedman noted security is not sufficient, this is separate and apart, and could be tied up for years. COURT ORDERED, Deft's Motion to Stay of Proceedings to Enforce Judgement and to Set Supersedeas Bond, GRANTED, BOND SET at \$250,000.00.

08/21/07 ??:?? ?M 00 NETZORG'S MTN TO WITHDRAW AS COUNSEL /16

HEARD BY: Elizabeth Gonzalez, Judge; Dept. 11

OFFICERS: Kathy Klein, Court Clerk

PARTIES: NO PARTIES PRESENT

Motion is moot as Mr. Day has already substituted in as counsel.

CLERK'S NOTE: A copy of this minute order to be placed in the attorney folder(s) of Steven Day, Esq. (Cohen, Johnson, & Day) and Michael Reynolds Esq. (John Peter Lee).

# Certification of Copy

State of Nevada }  
County of Clark } SS:

I, Charles J. Short, the duly elected, qualifying and acting Clerk of Clark County, in the State of Nevada, and Ex-Officio Clerk of the District Court, do hereby certify that the foregoing is a true, full and correct copy of the original.

AMENDED NOTICE OF CROSS-APPEAL; DISTRICT COURT DOCKET ENTRIES; JUDGMENT CONFIRMING ARBITRATION AWARD; NOTICE OF ENTRY OF JUDGMENT CONFIRMING ARBITRATION AWARD; ORDER; NOTICE OF ENTRY OF ORDER; DISTRICT COURT MINUTES;

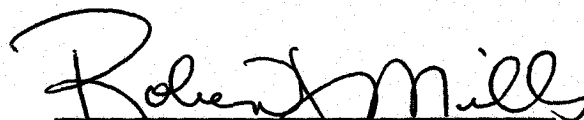
GHOLAMREZA ZANDIAN JAZI, )  
 )  
 Plaintiff(s), )  
 vs. )  
 )  
 RAY KOROGHLI; FARIBORZ FRED SADRI, )  
 individually and as Trustee fo the Star Living )  
 Trust; WENDOVER PROJECT, LLC; BIG )  
 SPRING RANCH, LLC; NEVADA LAND )  
 AND WATER RESOURCES, LLC, )  
 )  
 Defendant(s), )

Case No: A511131  
Dept No: XI

now on file and of record in this office.

**IN WITNESS THEREOF**, I have hereunto  
Set my hand and Affixed the seal of the  
Court at my office, Las Vegas, Nevada  
This 21 day of August 2007.

Charles J. Short, Clerk of the Court

  
Robin J. Mills, Deputy Clerk

**SUPREME COURT OF THE STATE OF NEVADA  
OFFICE OF THE CLERK**

GHOLAMREZA ZANDIAN JAZI,  
Appellant/Cross-Respondent,

vs.

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,  
Respondents/Cross-Appellants.

**Supreme Court No. 49924**

District Court Case No. A511131

**RECEIPT FOR DOCUMENTS**

TO: John Peter Lee Ltd. and Yvette Y. Freedman and John Peter Lee  
Cohen, Johnson & Day and Steven L. Day and James R. Nance  
Charles J. Short , District Court Clerk

You are hereby notified that the Clerk of the Supreme Court has received and/or filed the following:

08/23/07	Filed Proof of Service Motion for Leave to File Reply.
08/23/07	Filed Certified Copy of Amended Notice of Cross-Appeal.

DATE: August 23, 2007

Janette M. Bloom, Clerk of Court

By: NH  
Deputy Clerk

WFZ1673

**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 JOHN PETER LEE, LTD.  
 JOHN PETER LEE, ESQ.  
 2 Nevada Bar No. 001768  
 MICHAEL A. REYNOLDS, ESQ.  
 3 Nevada Bar No. 009898  
 YVETTE R. FREEDMAN, ESQ.  
 4 Nevada Bar No. 009898  
 830 Las Vegas Boulevard South  
 5 Las Vegas, Nevada 89101  
 Ph: (702) 382-4044/Fax: (702) 383-9950  
 6 Attorneys for Respondent

7  
 8 **IN THE SUPREME COURT OF THE STATE OF NEVADA**

9 RAY KOROGHLI, individually, FARIBORZ FRED)  
 SADRI, individually, and as Trustee of the Star  
 10 Living Trust, WENDOVER PROJECT, LLC, a  
 Nevada limited liability company; BIG SPRING  
 11 RANCH, LLC, a Nevada limited liability company,  
 and NEVADA LAND AND WATER  
 12 RESOURCES, LLC, a Nevada limited liability  
 company,

Supreme Court No.:49924

District Court No.: A 511131

13 Appellants,

14 vs.

15 GHOLAMREZA ZANDIAN JAZI,

16 Respondent.

**FILED**

**AUG 23 2007**

JANETTE M. BLOOM  
 CLERK OF SUPREME COURT  
 BY *[Signature]*  
 DEPUTY CLERK

17  
 18 1334.023317-JLR

19 **CERTIFICATE OF MAILING OF MOTION FOR LEAVE**  
**TO FILE A REPLY IN SUPPORT OF MOTION TO DISMISS**

20 I HEREBY CERTIFY that on the 21st day of August, 2007, I served a copy of the foregoing  
 21 MOTION FOR LEAVE TO FILE A REPLY IN SUPPORT OF MOTION TO DISMISS upon the  
 22 appropriate parties hereto, by enclosing it in a sealed envelope, deposited in the United States mail,  
 23 upon which first class postage was fully prepaid addressed to:

24 Robert F. Saint-Aubin, Esq.  
 3753 Howard Hughes, #200  
 25 Las Vegas, Nevada 89169

26 **RECEIVED**  
 27 **AUG 23**  
 28 CLERK OF SUPREME COURT  
 DEPUTY CLERK

*[Signature]*  
 An employee of  
 John Peter Lee, Esq.

WFZ1674

07-18680



In the Supreme Court of the State of Nevada

FILED

AUG 27 2007

ANETTE M. BLOOM  
CLERK OF SUPREME COURT  
BY A. Wasada  
DEPUTY CLERK

No. 49924

INDICATE FULL CAPTION:

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,

Appellants/Cross-Respondents,

vs.

GHOLAMREZA ZANDIAN JAZI,

Respondent/Cross-Appellant.

1334.023317 dp

DOCKETING STATEMENT  
CIVIL APPEALS

GENERAL INFORMATION

All appellants not in proper person must complete this docketing statement. NRAP 14(a). The purpose of the docketing statement is to assist the Supreme Court in screening jurisdiction, classifying cases for en banc, panel, or expedited treatment, compiling statistical information and identifying parties and their counsel.

WARNING

This statement must be completed fully, accurately and on time. NRAP 14(c). The Supreme Court may impose sanctions on counsel or appellant if it appears that the information provided is incomplete or inaccurate. *Id.* Failure to attach documents as requested in this statement, completely fill out the statement, or to fail to file it in a timely manner, will constitute grounds for the imposition of sanctions, including a fine and/or dismissal of the appeal.

This court has noted that when attorneys do not take seriously their obligations under NRAP 14 to complete the docketing statement properly and conscientiously, they waste the valuable judicial resources of this court, making the imposition of sanctions appropriate. See *Moran v. Bonneville Square Assocs.*, 117 Nev. 525, 25 P.3d 898 (2001); *KDI, Sylvan Pools v. Workman*, 107 Nev. 340, 810 P.2d 1217 (1991). Please use tab dividers to separate any attached documents.

ANETTE M. BLOOM  
CLERK OF SUPREME COURT  
DEPUTY CLERK

1. Judicial District Eighth Department XI County Clark  
Judge Honorable Elizabeth Gonzales District Ct. Docket No. A511131

2. Attorney filing this docket statement:

Attorney John Peter Lee, Esq. Telephone (702) 382-4044  
Firm John Peter Lee, Ltd.  
Address 830 Las Vegas Boulevard South  
Las Vegas, NV 89101  
Client(s) Gholamreza Zandian Jazi

If this is a joint statement completed on behalf of multiple appellants, add the names and addresses of other counsel and the names of their clients on an additional sheet accompanied by a certification that they concur in the filing of this statement.

3. Attorney(s) representing respondent(s):

Attorney Steven L. Day / James R. Nance Telephone (702) 309-3333  
Firm Cohen, Johnson & Day  
Address 1060 Wigwam Parkway  
Henderson, NV 89074  
Client(s) Ray Koroghli; Fariborz Fred Sadri; Wendover Project, LLC; Big Spring Ranch, LLC; and Nevada Land and Water Resources, LLC  
Attorney \_\_\_\_\_ Telephone \_\_\_\_\_  
Firm \_\_\_\_\_  
Address \_\_\_\_\_  
Client(s) \_\_\_\_\_

(List additional counsel on separate sheet if necessary)

4. Nature of disposition below (check all that apply):

- |  |  |
|--|--|
| <input type="checkbox"/> Judgment after bench trial  | <input type="checkbox"/> Grant/Denial of NRCPP 60(b) relief                                |
| <input type="checkbox"/> Judgment after jury verdict | <input type="checkbox"/> Grant/Denial of injunction  |
| <input type="checkbox"/> Summary judgment            | <input type="checkbox"/> Grant/Denial of declaratory relief                                |
| <input type="checkbox"/> Default judgment            | <input type="checkbox"/> Review of agency determination                                    |
| <input type="checkbox"/> Dismissal                   | <input type="checkbox"/> Divorce decree:   |
| <input type="checkbox"/> Lack of jurisdiction        | <input type="checkbox"/> Original <input type="checkbox"/> Modification                    |
| <input type="checkbox"/> Failure to state a claim    | <input checked="" type="checkbox"/> Other disposition (specify) <u>Judgment Confirming</u> |
| <input type="checkbox"/> Failure to prosecute        | <u>Arbitration Award; Order Staying</u>  |
| <input type="checkbox"/> Other (specify) _____       | <u>Proceeding to Enforce Judgment</u>  |

5. Does this appeal raise issues concerning any of the following: No.

- |  |  |
|--|--|
| <input type="checkbox"/> Child custody | <input type="checkbox"/> Termination of parental rights    |
| <input type="checkbox"/> Venue         | <input type="checkbox"/> Grant/denial of injunction or TRO |
| <input type="checkbox"/> Adoption      | <input type="checkbox"/> Juvenile matters                  |

6. Pending and prior proceedings in this court. List the case name and docket number of all appeals or original proceedings presently or previously pending before this court which are related to this appeal: None.



7. **Pending and prior proceedings in other courts.** List the case name, number and court of all pending and prior proceedings in other courts which are related to this appeal (e.g., bankruptcy, consolidated or bifurcated proceedings) and their dates of disposition:

None.

8. **Nature of the action.** Briefly describe the nature of the action, including a list of the causes of action pleaded, and the result below: This case arises out of a dispute over real estate and LLC interests. Plaintiff pleaded the following causes of action: (1) breach of contract; (2) breach of implied covenant of good faith and fair dealing; (3) breach of fiduciary duties; (4) slander/defamation; (5) civil conspiracy; (6) declaratory judgment; (7) injunctive relief; (8) punitive damages; and (9) appointment of receiver.

9. **Issues on appeal.** State concisely the principal issue(s) in this appeal:

See attached.

10. **Pending proceedings in this court raising the same or similar issues.** If you are aware of any proceeding presently pending before this court which raises the same or similar issues raised in this appeal, list the case name and docket number and identify the same or similar issues raised:

None.

11. **Constitutional issues.** If this appeal challenges the constitutionality of a statute, and the state, any state agency, or any officer or employee thereof is not a party to this appeal, have you notified the clerk of this court and the attorney general in accordance with NRAP 44 and NRS 30.130?

N/A......Yes.....No.....

If not, explain.....

12. **Other issues.** Does this appeal involve any of the following issues? No.

- Reversal of well-settled Nevada precedent (on an attachment, identify the case(s))
- An issue arising under the United States and/or Nevada Constitutions
- A substantial issue of first-impression
- An issue of public policy
- An issue where en banc consideration is necessary to maintain uniformity of this court's decisions
- A ballot question

If so, explain.....

13. **Trial.** If this action proceeded to trial, how many days did the trial last? N/A

Was it a bench or jury trial? .....

14. **Judicial disqualification.** Do you intend to file a motion to disqualify or have a justice recuse him/herself from participation in this appeal. If so, which Justice? No.

**9. Issues on appeal.** State concisely the principal issue(s) in this appeal:

(1) Whether each of the Plaintiffs' causes of action will be reinstated if this Court holds that the district court erred in granting judgment confirming the arbitration award.

(2) Whether each of the Plaintiffs' causes of action will be reinstated if this Court holds that the district court erred in not amending the judgment and not ordering a new trial/arbitration hearing.

**TIMELINESS OF NOTICE OF APPEAL**

15. **Date of entry of written judgment or order appealed from.** June 8, 2007 & August 13, 2007. **Attach a copy. If more than one judgment or order is appealed from, attach copies of each judgment or order from which an appeal is taken.**

(a) If no written judgment or order was filed in the district court, explain the basis for seeking appellate review:

.....  
.....

16. **Date written notice of entry of judgment or order served.** June 8, 2007 & August 14, 2007. **Attach a copy, including proof of service, for each order or judgment appealed from.**

(a) Was service by delivery <sup>Delivery</sup> 6-8-07 or by mail <sup>Mail</sup> 8-14-07 (specify).

17. **If the time for filing the notice of appeal was tolled by a post-judgment motion (NRCP 50(b), 52(b), or 59),**

(a) Specify the type of motion, and the date and method of service of the motion, and date of filing.

NRCP 50(b)..... Date served..... By delivery..... or by mail..... Date of filing.....  
NRCP 52(b)..... Date served..... By delivery..... or by mail..... Date of filing.....  
NRCP 59(e)..... Date served 6/15/07 By delivery  or by mail..... Date of filing 6/15/07

**Attach copies of all post-trial tolling motions.**

**NOTE: Motions made pursuant to NRCP 60 or motions for rehearing or reconsideration do not toll the time for filing a notice of appeal.**

(b) Date of entry of written order resolving tolling motion 7/20/07. **Attach a copy.**

(c) Date written notice of entry of order resolving motion served 7/20/07. **Attach a copy, including proof of service.**

(i) Was service by delivery..... or by mail  (specify).

18. **Date notice of appeal was filed.** <sup>CROSS-</sup> 8-9-07; Amended 8-20-07

(a) If more than one party has appealed from the judgment or order, list date each notice of appeal was filed and identify by name the party filing the notice of appeal:

Appellants: 7-26-07  
Cross-Appellants: 8-9-07 & 8-20-07

19. **Specify statute or rule governing the time limit for filing the notice of appeal, e.g., NRAP 4(a), NRS 155.190, or other.** NRAP 4(a)(4) and (5)

**SUBSTANTIVE APPEALABILITY**

20. **Specify the statute or other authority granting this court jurisdiction to review the judgment or order appealed from:**

NRAP 3A(b)(1).....NRS 155.190.....(specify subsection).....  
NRAP 3A(b)(2).....NRS 38.205.....(specify subsection).....  
NRAP 3A(b)(3).....NRS 703.376.....  
Other (specify).....NRS 38.247(1)(f).....

Explain how each authority provides a basis for appeal from the judgment or order:

Plaintiff appeals from a final judgment confirming an arbitration award in the  
event the district court erred in granting judgment or erred in denying  
Defendant's Motion to Alter or Amend.

21. **List all parties involved in the action in the district court:**

Plaintiff: Gholamreza Zandian Jazi  
Defendants: Ray Koroghli; Fariborz Fred Sadri; Wendover Project, LLC; Big  
Spring Ranch, LLC and Nevada Land and Water Resources, LLC  
Counterclaimants: Ray Koroghli; Fariborz Fred Sadri; Wendover Project, LLC  
Counterdefendant: Gholamreza Zandian Jazi

(a) If all parties in the district court are not parties to this appeal, explain in detail why those parties are not involved in this appeal, e.g., formally dismissed, not served, or other: N/A

22. **Give a brief description (3 to 5 words) of each party's separate claims, counterclaims, cross-claims or third-party claims, and the trial court's disposition of each claim, and how each claim was resolved (i.e., order, judgment, stipulation), and the date of disposition of each claim. Attach a copy of each disposition.**  
1) breach of contract; 2) breach of implied covenant of good faith and fair dealing; 3) breach of fiduciary duties; 4) slander/defamation; 5) civil conspiracy; 6) declaratory judgment; 7) injunctive relief; 8) punitive damages; and 9) appointment of receiver.  
Each claim was resolved by judgment confirming the arbitration award on June 8, 2007.

23. Attach copies of the last-filed version of all complaints, counterclaims, and/or cross-claims filed in the district court.
24. Did the judgment or order appealed from adjudicate ALL the claims alleged below and the rights and liabilities of ALL the parties to the action below:  
 Yes.....X.....No.....
25. If you answered "No" to the immediately previous question, complete the following: N/A
- (a) Specify the claims remaining pending below:
- (b) Specify the parties remaining below:
- (c) Did the district court certify the judgment or order appealed from as a final judgment pursuant to NRCP 54(b):  
 Yes.....No..... If "Yes," attach a copy of the certification or order, including any notice of entry and proof of service.
- (d) Did the district court make an express determination, pursuant to NRCP 54(b), that there is no just reason for delay and an express direction for the entry of judgment:  
 Yes.....No.....
26. If you answered "No" to any part of question 25, explain the basis for seeking appellate review (e.g., order is independently appealable under NRAP 3A(b)): N/A

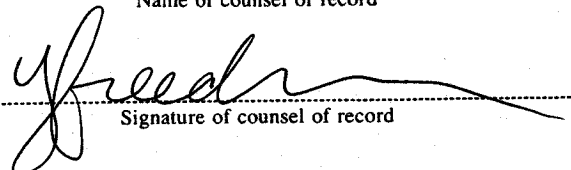
**VERIFICATION**

I declare under penalty of perjury that I have read this docketing statement, that the information provided in this docketing statement is true and complete to the best of my knowledge, information and belief, and that I have attached all required documents to this docketing statement.

Gholamreza Zandian Jazi  
 Name of ~~opponent~~ cross-appellant

Yvette R. Freedman, Esq.  
 Name of counsel of record

August 24, 2007  
 Date



Signature of counsel of record

Nevada, County of Clark  
 State and county where signed

**CERTIFICATE OF SERVICE**

I certify that on the 24th day of August, 2007, I served a copy of this completed docketing statement upon all counsel of record:

By personally serving it upon him/her; or

By mailing it by first class mail with sufficient postage prepaid to the following address(es):

Steven L. Day, Esq.  
James R. Nance, Esq.  
COHEN, JOHNSON & DAY  
1060 Wigwam Parkway  
Henderson, NV 89074  
Attorneys for Appellants/Cross-Respondents

Robert F. Saint-Aubin  
53 Chassis  
Monarch Beach, CA 92629  
Settlement Judge

Dated this 24th day of August, 2007.

  
.....  
Signature

## INDEX TO ATTACHED DOCUMENTS

	<u>Q: #</u>	<u>Document</u>	<u>Date Filed</u>
1.	15	Notice of Entry of Judgment Confirming Arbitration Award	06/08/07
2.	15	Notice of Entry of Order	08/14/07
3.	17	Motion to Amend or Alter Judgment Pursuant to NRCP 59(e), or in the Alternative, Motion for a New Trial Pursuant to NRCP 59(a)	06/15/07
4.	17(b)&(c)	Notice of Entry of Order	07/23/07
5.	23	Defendants' Ray Koroghli and Fariborz Sadri's Answer and Counterclaim	12/08/05
6.	23	Reply to Counterclaim of Wnedover Project, LLC and Counterclaim Against Wendover Project, LLC	05/09/06
7.	23	Amended Complaint as to Elias Abrishami and Global Funding Group, LLC	06/15/07
8.	23	Answer to Second Amended Complaint and Counterclaim for Dissolution	06/20/07

# EXHIBIT 1



ATT /S AT LAW  
830 LAS VE BOULEVARD SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

1 NOEI  
2 JOHN PETER LEE, LTD.  
3 JOHN PETER LEE, ESQ.  
4 Nevada Bar No. 001768  
5 MICHAEL A. REYNOLDS, ESQ.  
6 Nevada Bar No. 008631  
7 830 Las Vegas Boulevard South  
8 Las Vegas, Nevada 89101  
9 (702) 382-4044 Fax: (702) 383-9950  
10 Attorneys for Plaintiff/Counterdefendant

FILED

JUN 8 4 27 PM '07

*Clark*  
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  
13 SADRI, individually, and as Trustee of the Star  
14 Living Trust, WENDOVER PROJECT, LLC, a  
15 Nevada limited liability company; BIG SPRING  
16 RANCH, LLC, a Nevada limited liability company,  
17 and NEVADA LAND AND WATER  
18 RESOURCES, LLC, a Nevada limited liability  
19 company,

20 Defendants.

NOTICE OF ENTRY OF  
JUDGMENT CONFIRMING  
ARBITRATION AWARD

18 RAY KOROGHLI, individually and FARIBORZ  
19 FRED SADRI, individually,

20 Counterclaimants,

DATE: 6-5-07  
TIME: 9:00 a.m.

21 v.

22 GHOLAMREZ ZANDIAN JAZI,

23 Counterdefendant.

24 WENDOVER PROJECT, LLC,

25 Counterclaimant,

26 v.

27 GHOLAMREZ ZANDIAN JAZI,

28 Counterdefendant.

*Wendover Project*  
6/8/07  
WFZ1685

1 GHOLAMREZ ZANDIAN JAZI,

2 Counterclaimant,

3 v.

4 WENDOVER PROJECT, LLC,

5 Counterdefendant,

6 1334 022860-ILR

7 PLEASE TAKE NOTICE that an JUDGMENT CONFIRMING ARBITRATION was filed  
8 in the above matter on the 8th day of June, 2007. A copy of said JUDGMENT is attached hereto.

9 DATED this 8th day of June, 2007.

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

20 Gholamreza Zandian Jazi

ALL S AT LAW  
830 LAS VEGAS BOULEVARD SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

RECEIPT OF COPY

RECEIPT OF COPY of the foregoing NOTICE OF ENTRY OF JUDGMENT  
CONFIRMING ARBITRATION AWARD is hereby acknowledged this 8 day of June, 2007.

JAMS, The Resolution Experts

By: Floyd A. Hale, Esq.  
2300 West Sahara Avenue #900  
Las Vegas, Nevada 89102

John M. Netzorg, Esq.  
2810 West Charleston Boulevard #81  
Las Vegas, Nevada 89102  
Attorneys for Defendants

830 LAS VEGAS BOULEVARD SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

**AFFIRMATION**  
Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding  
NOE / JUDGMENT  
filed in District Court case number 2511131  
DOES NOT contain the social security number of any person.

[Signature] Date 6/8/07

1 JUDGE  
JOHN PETER LEE, LTD.  
2 JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
3 MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
4 830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
5 (702) 382-4044 Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant  
6

FILED  
JUN 9 10 50 AM '07  
*CR. CLERK*  
CLERK OF THE COURT

7 DISTRICT COURT  
8 CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDIAN JAZI, )  
Plaintiff, )  
10 v. )  
11 RAY KOROGHLI, individually, FARIBORZ FRED )  
SADRI, individually, and as Trustee of the Star )  
12 Living Trust, WENDOVER PROJECT, LLC, a )  
13 Nevada limited liability company; BIG SPRING )  
14 RANCH, LLC, a Nevada limited liability company, )  
and NEVADA LAND AND WATER )  
15 RESOURCES, LLC, a Nevada limited liability )  
company, )  
16 Defendants. )

CASE NO.: A511131  
DEPT. NO.: XI

17 JUDGMENT CONFIRMING  
ARBITRATION AWARD

18 RAY KOROGHLI, individually and FARIBORZ )  
FRED SADRI, individually, )  
19 Counterclaimants, )  
20 v. )  
21 GHOLAMREZA ZANDIAN JAZI, )  
22 Counterdefendant. )  
23  
24 WENDOVER PROJECT, LLC, )  
25 Counterclaimant, )  
26 v. )  
27 GHOLAMREZA ZANDIAN JAZI, )  
28 Counterdefendant. )

DATE: 6-5-07  
TIME: 9:00 a.m.

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 PLEASE TAKE NOTICE that an JUDGMENT CONFIRMING ARBITRATION was filed  
8 in the above matter on the 8th day of June, 2007. A copy of said JUDGMENT is attached hereto.

9 DATED this 8th day of June, 2007.

10 JOHN PETER LEE, LTD.

11  
12 BY: 

13 JOHN PETER LEE, ESQ.  
14 Nevada Bar No. 001768  
15 MICHAEL A. REYNOLDS, ESQ.  
16 Nevada Bar No. 008631  
17 830 Las Vegas Boulevard South  
18 Las Vegas, Nevada 89101  
19 Ph: (702) 382-4044/Fax: (702) 383-9950  
20 Attorneys for Plaintiff/Counterdefendant  
21 Gholamreza Zandian Jazi  
22  
23  
24  
25  
26  
27  
28

830 LAS VEGAS BOULEVARD SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

RECEIPT OF COPY

RECEIPT OF COPY of the foregoing NOTICE OF ENTRY OF JUDGMENT  
CONFIRMING ARBITRATION AWARD is hereby acknowledged this \_\_\_\_ day of June, 2007.

JAMS, The Resolution Experts

By

\_\_\_\_\_  
Floyd A. Hale, Esq.  
2300 West Sahara Avenue #900  
Las Vegas, Nevada 89102

\_\_\_\_\_  
John M. Netzorg, Esq.  
2810 West Charleston Boulevard #81  
Las Vegas, Nevada 89102  
Attorneys for Defendants

830 LAS VEGAS BOULEVARD SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

**AFFIRMATION**

Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding

NOE / JUDGMENT  
filed in District Court case number 251131  
DOES NOT contain the social security number of any person.

[Signature] Date 6/8/07

ATTORNEY AT LAW  
830 LAS VEGAS, NEVADA 89101  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

1 JUDGE  
JOHN PETER LEE, LTD.  
2 JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
3 MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
4 830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
5 (702) 382-4044 Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant  
6

7 DISTRICT COURT  
8 CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDIAN JAZI, )  
10 Plaintiff, )  
11 v. )  
12 RAY KOROGLI, individually, FARIBORZ FRED )  
SADRI, individually, and as Trustee of the Star )  
13 Living Trust, WENDOVER PROJECT, LLC, a )  
Nevada limited liability company; BIG SPRING )  
14 RANCH, LLC, a Nevada limited liability company, )  
and NEVADA LAND AND WATER )  
15 RESOURCES, LLC, a Nevada limited liability )  
company, )  
16 Defendants.

CASE NO.: A511131  
DEPT. NO.: XI

JUDGMENT CONFIRMING  
ARBITRATION AWARD

18 RAY KOROGLI, individually and FARIBORZ )  
FRED SADRI, individually, )  
19 Counterclaimants, )  
20

DATE: 6-5-07  
TIME: 9:00 a.m.

21 v. )  
22 GHOLAMREZA ZANDIAN JAZI, )  
Counterdefendant. )  
23

24 WENDOVER PROJECT, LLC, )  
25 Counterclaimant, )

26 v. )  
27 GHOLAMREZA ZANDIAN JAZI, )  
28 Counterdefendant. )

1 GHOLAMREZA ZANDIAN JAZI,

2 Counterclaimant,

3 v.

4 WENDOVER PROJECT, LLC,

5 Counterdefendant.

6 1334.022869-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.

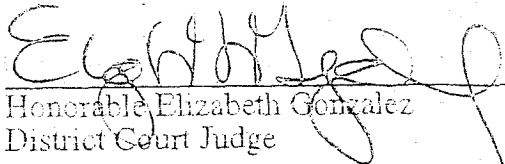
26 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Arbitrator's Report  
27 and Recommendation to District Court dated the 28th day of February, 2007, a copy of which is  
28 attached hereto as Exhibit "4" is granted by this Court.

AT LAW  
830 LAS VEGAS, JLEVARD SOUTH  
LAS VEGAS, NEVADA 89101  
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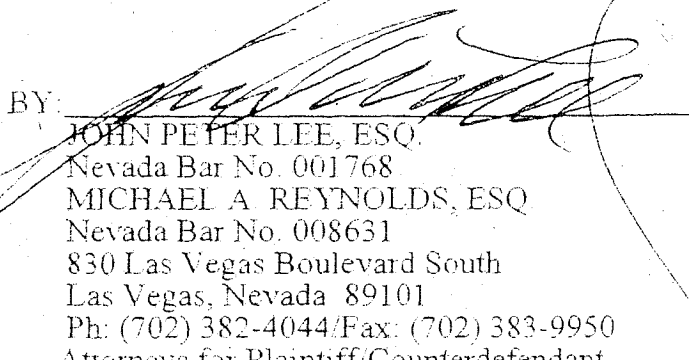
1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this Court retains  
2 jurisdiction to implement this Judgment.

3 Dated this 7 day of June, 2007

4   
5 Honorable Elizabeth Gonzalez  
6 District Court Judge

7 SUBMITTED BY:

8 JOHN PETER LEE, LTD.

9  
10 BY:   
11 JOHN PETER LEE, ESQ.  
12 Nevada Bar No. 001768  
13 MICHAEL A. REYNOLDS, ESQ  
14 Nevada Bar No. 008631  
15 830 Las Vegas Boulevard South  
16 Las Vegas, Nevada 89101  
17 Ph: (702) 382-4044/Fax: (702) 383-9950  
18 Attorneys for Plaintiff/Counterdefendant  
19  
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ALL  
830 LAS VEGAS BOULEVARD SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
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RECEIVED  
SEP 22 2006  
JOHN PETER LEE, LTD.

1 ARE  
2 FLOYD A. HALE, ESQ.  
3 Nevada Bar No. 1873  
4 JAMS  
5 2300 W Sahara, #900  
6 Las Vegas, NV 89102  
7 Ph: (702) 457-5267  
8 Fax: (702) 437-5267  
9 Arbitrator

DISTRICT COURT

CLARK COUNTY, NEVADA

10 GHOLAMREZA ZANDLIAN JAZI, )  
11 )  
12 Plaintiff, )  
13 vs. )  
14 RAY KOROGHLI, individually, )  
15 FABIRORZ FRED SADRI, individually, )  
16 and as Trustee of the Star Living Trust, )  
17 WENDOVER PROJECT, LLC, a Nevada )  
18 limited liability company; BIG SPRING )  
19 RANCH, LLC, a Nevada limited liability )  
20 company, and NEVADA LAND AND )  
21 WATER RESOURCES, LLC, a Nevada )  
22 limited liability company, )  
23 Defendants. )

Case No. A511131  
Dept No XII

ARBITRATION DECISION

23 Arbitration Hearings in this matter were conducted for two full days. The parties  
24 submitted voluminous exhibits, depositions and briefs to the Arbitrator. Having reviewed the  
25 documentation submitted and having heard the testimony and representations of the parties, the  
26 following Arbitration Decision is entered:

- 27  
28 1. The entire interest in the Pah Rah, LLC, property will be transferred to Gholamreza

DA 89102  
LAS VEGAS  
PHONE (702) 457-5...  
WWW.HALE@FLOYDAHALE.COM

1 Zandian Jazi, free and clear of all encumbrances, including the promissory note secured by Deed  
2 of Trust issued for the benefit of Fariborz Fred Sadri; any obligation owed to Jeff Codega, related  
3 to work that was performed as to the Pah Rah real estate will be the obligation of Gholamreza  
4 Zandian Jazi;

5  
6 2. The 320 acres referenced in the briefs and this lawsuit will be transferred free and clear  
7 to Gholamreza Zandian Jazi without any obligation to the other litigants or parties to this  
8 Arbitration or to any other party who may profess to have an interest in the 320 acres that are  
9 bound by this lawsuit and Arbitration,

10  
11 3. Fariborz Fred Sadri and Ray Koroghli will, within 30 days from the service of this  
12 Arbitration Decision, pay Gholamreza Zandian Jazi \$250,000.00 in return for Gholamreza  
13 Zandian Jazi waiving any claims or any rights as to the Big Springs Ranch, LLC or any of its  
14 assets;

15  
16 4. That Gholamreza Zandian Jazi will transfer any interest in the Wendover project, LLC,  
17 including all assets and real estate to Fariborz Fred Sadri and Ray Koroghli;

18  
19 5. All of the entities and properties that are the subject of this Arbitration and lawsuit,  
20 including Pah Rah, LLC, the owners of the 300 acres referenced above, the Big Springs Ranch,  
21 LLC, and the Wendover purchase or Wendover Project, LLC, referenced in this lawsuit and  
22 Arbitration waive any claims to reimbursement or participation in any consulting fees previously  
23 paid to Gholamreza Zandian Jazi from the seller of the real estate to those entities;

24  
25 6. That the parties, through counsel, will prepare all necessary documents to effect the  
26 transfers of the real estate assets and LLC entities and the parties to this lawsuit and Arbitration  
27 will execute all necessary documents to effect this Arbitration Order, including a mutual Release  
28 to be executed by all parties.

7. That each party pay their own fees and costs incurred herein.

DATED this 20<sup>th</sup> day of September, 2006.

By: 

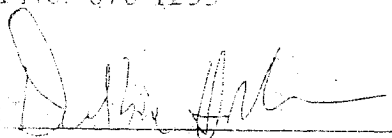
FLOYD HALE, Arbitrator  
2300 West Sahara Avenue, #900  
Las Vegas, NV 89102

CERTIFICATE OF FACSIMILE AND MAIL

I hereby certify that on the 21 day of September, 2006, I faxed and mailed a true and correct copy of the foregoing addressed to:

John Peter Lee, Esq.  
830 Las Vegas Boulevard South  
Las Vegas, NV 89101  
Attorneys for Plaintiffs  
Fax No. 383-9950

John Netzorg, Esq.  
2810 West Charleston Blvd. #H-81  
Las Vegas, NV 89102  
Attorneys for Defendants  
Fax No. 878-1255

By:   
Employee of Jams

FLOA 89102  
EMAIL: fhaale@floyd hale.com  
LAS VEGAS  
PHONE (702) 433-75

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, )

Case No. A511131

13 Plaintiff, )

Dept No. XII

14 vs. )

15 RAY KOROGHILI, individually, )  
16 FABIRORZ FRED SADRI, individually, )  
17 and as Trustee of the Star Living Trust, )  
18 WENDOVER PROJECT, LLC, a Nevada )  
19 limited liability company; BIG SPRING )  
20 RANCH, LLC, a Nevada limited liability )  
21 company, and NEVADA LAND AND )  
22 WATER RESOURCES, LLC, a Nevada )  
23 limited liability company, )

24 Defendants. )

25 ARBITRATION DECISION

26 On October 11, 2006, the Arbitrator received the Defendant's **MOTION TO CHANGE**  
27 **AWARD BY ARBITRATOR PURSUANT TO NRS 38.237**. The Motion requests that  
28 Zandian Jazi: Execute documents necessary to have the property transferred as required by the  
Arbitration Decision; issue guarantees that he has not made transfers to third parties; assign shares  
of shipyard stock; warrant and verify that he is in a position to execute documents required by the

Case No. 06-6650  
MDA 09/07  
LAS VEGAS  
PHONE (702) 457-5267  
FAX (702) 437-5267


1 Arbitration Decision and verify other factual issues that were the subject of the Arbitration  
2 Agreement.

3  
4 The Motion goes well beyond the Arbitration Decision asking to reopen evidentiary  
5 matters which are unnecessary at this time. Furthermore, paragraph 6 of the Arbitration Decision  
6 indicates as follows.

7 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 11<sup>th</sup> day of October, 2006.

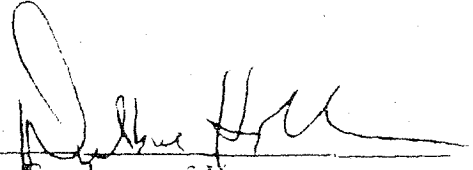
14  
15  
16 By:   
17 FLOYD A. HALE  
18 2300 W. Sahara, #900  
19 Las Vegas, NV 89102  
20 Arbitrator

21 CERTIFICATE OF FACSIMILE

22 I hereby certify that on the 11<sup>th</sup> day of October, 2006, I faxed and mailed a true and  
23 correct copy of the foregoing addressed to:

24 John Peter Lec, Esq.  
25 830 Las Vegas Boulevard South  
26 Las Vegas, NV 89101  
27 Attorneys for Plaintiffs  
28 Fax No. 383-9950

John Netzorg, Esq.  
2810 West Charleston Blvd. #H-81  
Las Vegas, NV 89102  
Attorneys for Defendants  
Fax No. 878-1255

26  
27 By:   
28 Employee of Jams

PHONE (702) 457-6287 FAX (702) 457-6287

1 AWD  
JOHN PETER LEE, LTD.  
2 JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
3 MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
4 830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
5 (702) 382-4044 Fax: (702) 383-9950  
*Attorneys for Plaintiff/Counterdefendant*  
6 GHOLAMREZA ZANDIAN JAZI

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JOHN PETER LEE, LTD.

7 DISTRICT COURT  
8 CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDIAN JAZI,

CASE NO. AS11131  
DEPT. NO. XIII

10 Plaintiff,

11 v.  
12 RAY KOROGHLI, individually, FARIBORZ, FRED  
SADRI, individually, and as Trustee of the Star  
13 Living Trust, WENDOVER PROJECT, LLC, a  
Nevada limited liability company, BIG SPRING  
14 RANCH, LLC, a Nevada limited liability company,  
and NEVADA LAND AND WATER  
15 RESOURCES, LLC, a Nevada limited liability  
company,

BEFORE ARBITRATOR  
FLOYD A. HALE

16 Defendants.

IMPLEMENTATION AWARD

17  
18 RAY KOROGHLI, individually and FARIBORZ  
FRED SADRI, individually,

19 Counterclaimants,

20 v.  
21 GHOLAMREZA ZANDIAN JAZI,

22 Counterdefendant.

23  
24 WENDOVER PROJECT, LLC,

25 Counterclaimant,

26 v.  
27 GHOLAMREZA ZANDIAN JAZI,

28 Counterdefendant.

350 LAS VEGAS BLVD. SUITE 300  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4922  
Telecopier (702) 383-9917

1 GHOLAMREZA ZANDIAN JAZI,

2 Counterclaimant,

3  
4 WENDOVER PROJECT, LLC,

5 Counterdefendant.

6 1334.022860-cv

7 **IMPLEMENTATION AWARD**

8 On September 20, 2006, an Arbitration Decision was issued in this dispute. Plaintiff  
9 GHOLAMREZA ZANDIAN JAZI filed his Motion to Enforce Arbitration Decision on September  
10 25, 2006. On October 24, 2006, Plaintiff filed his Motion to Implement Arbitration Award. On  
11 October 26, 2006, Plaintiff filed his Amendment to Motion to Implement Arbitration Award and  
12 Request for Expedited Hearing. On October 31, 2006, Defendants Sadri and Koroghli filed their  
13 Opposition to Motion to Implement Arbitration Award. Plaintiff filed his Reply Re: Motion to  
14 Implement Arbitration Award on November 2, 2006.

15 After considering the papers filed by both parties including draft transfer documents;

16 **THE FOLLOWING IMPLEMENTATION AWARD IS ENTERED:**

- 17 1. Defendants shall pay to John Peter Lee, Ltd, the sum of \$250,000 within five (5)  
18 days.
- 19 2. Defendants are to execute and deliver to Plaintiff's Counsel within ten days of this  
20 Award a Quitclaim Deed of the 320 acre parcel provided as Exhibit "1" by Plaintiff  
21 on the 2nd day of November, 2006.
- 22 3. Defendants are to execute and deliver to Plaintiff's counsel within ten days of this  
23 Award the Grant, Bargain and Sale Deed of the 320 acre parcel provided by Plaintiff  
24 as Exhibit "2" on the 2<sup>nd</sup> of November, 2006.
- 25 4. Defendants are to execute and deliver to Plaintiff's counsel within ten days of this  
26 Award the Quitclaim Deed of the 320 acre parcel provided by Plaintiff as Exhibit "3"  
27 on November 2, 2006.
- 28 5. Defendants are to execute and deliver to Plaintiff's counsel within ten days of this

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L.V. SOUTH



830 LAS VEGAS, NV, SOUTH  
LAS VEGAS, NV, VADA, 89 (01)  
Telephone (702) 382-4041  
Telecopier (702) 383-9993

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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

1 LAR  
830 LAS VEG. LVD. SCITH  
LAS VEGAS, NEVADA 89101  
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Telecopier (702) 383-9950


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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 (10) days of this Award the Certificate of Resignation concerning Big Spring Ranch, LLC provided by Plaintiff as Exhibit "14" on November 2, 2006

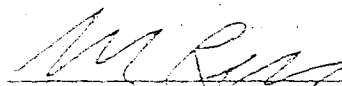
16. All parties are to sign the Mutual Release of Claims provided by Plaintiff as Exhibit "16" on November 2, 2006, and deliver a Counterpart to the other party's counsel within ten (10) days from this Award.

Dated this 29<sup>th</sup> day of November, 2006.

  
\_\_\_\_\_  
FLOYD A. HALE, ARBITRATOR

Respectfully submitted

JOHN PETER LEE, LTD

  
\_\_\_\_\_  
JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
(702) 382-4044 Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant

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

1 APB  
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) 457-5267  
9 Arbitrator

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JOHN PETER LEE, LTD.

7 DISTRICT COURT

8 CLARK COUNTY, NEVADA

9  
10 GHOLAMREZA ZANDIAN JAZI, ) Case No. A511131  
11 ) Dept. No. XII  
12 Plaintiff, )  
13 vs. )  
14 RAY KOROGHLI, individually, )  
15 FABIRORZ FRED SADRI, individually, )  
16 and as Trustee of the Star Living Trust, )  
17 WENDOVER PROJECT, LLC, a Nevada )  
18 limited liability company; BIG SPRING )  
19 RANCH, LLC, a Nevada limited liability )  
20 company, and NEVADA LAND AND )  
21 WATER RESOURCES, LLC, a Nevada )  
22 limited liability company, )  
23 Defendants. )

21 ARBITRATOR REPORT AND RECOMMENDATION TO  
22 DISTRICT COURT

23 This matter was submitted to Arbitration and Arbitration Hearings were conducted for two  
24 days, as well as the submission of voluminous exhibits, depositions and briefs. During the  
25 Arbitration proceeding, the parties agreed to meet with the Arbitrator in an effort to resolve the  
26 dispute. With agreement of counsel, the parties met directly with the Arbitrator and an agreement  
27 for a final conclusion of this matter was read into the record, being recorded by a court reporter.  
28

360  
LAS VEGAS, NV 89102  
PHONE (702) 457-5267 FAX (702) 457-5267  
EMAIL: fha@floydahale.com

1 The undersigned then issued an Arbitration Decision based upon the evidence submitted as well  
2 as the agreement of the parties.  
3

4 On January 11, 2007, counsel for the parties conducted a hearing before this Court  
5 regarding confirmation of the Arbitration Award. Counsel for the parties could not reach an  
6 agreement as to what documents needed to be signed to effect the Arbitration Decision. For that  
7 reason, the matter was referred back to the Arbitrator for further proceedings. The actual  
8 reference, contained in page 25, line 6-14 of the January 11, 2007, transcript is as follows:  
9

10 THE COURT: I'm going to resolve your problem. Its real easy. I am  
11 going to refer the matter back to Floyd Hale for further proceedings,  
12 consistent with the 9/8/06 transcript. Those will include getting the  
13 mechanism for the spouses of the parties to sign the documents, getting  
14 a mechanism for the waiver of the release of the rights of first refusal  
15 that exist, entering into the settlement agreement the parties entered  
16 into. If he is unable to reach an agreement among the parties, then I  
17 will have the final word.

18 The District Court has already indicated that wives of the principals will need to sign  
19 documents. The following report and recommendation will reference the parties to the  
20 Arbitration with the understanding that the District Court has already indicated that wives for  
21 those parties will be required to sign all necessary documents.

22 IT IS REPORTED AND RECOMMENDED to the Court that the following documents  
23 will need to be executed by the parties and their wives:

24 4,400 acres of real estate, owned by Poh Rah, LLC. The only members of the Poh Rah,  
25 LLC are the parties to this action: Zandian Jazi, Ray Koroghli and Fred Sadri. These parties will  
26 be required to sign a Grant Bargain Sale Deed to transfer the 4,400 acres of real estate to Zandian  
27 Jazi. Fred Sadri will need to execute a full reconveyance of the Deed of Trust and release the  
28 Promissory Note which was secured by the Deed of Trust as to this property. The parties will also

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2300 W. S  
LAS VEGAS, NEVADA 89102  
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1 have to sign a waiver of any right of first refusal to this property.

2  
3 320 acres owned by Big Springs Ranch, LLC. The only members of the Big Springs  
4 Ranch LLC, are the parties to this action and Mr. Abrishami. If Mr. Zandian Jazi can obtain the  
5 signature of Mr. Abrishami on a Deed to transfer this property, then the parties to this action must  
6 all execute a Grant Bargain Sale Deed transferring this real estate to Zandian Jazi. If Mr. Jandian  
7 Jazi is unable to obtain the signature of Mr. Abrishami, then Mr. Sadri and Mr. Koroghli are  
8 required to sign a Quit Claim Deed from Big Springs Ranch, LLC to Zandian Jazi to sign waivers  
9 of rights of first refusal.  
10

11 \$250,000.00 Payment to Zandian Jazi: There has been a dispute as to what entity is  
12 responsible for making this payment. During the Arbitration Proceedings, as well as during prior  
13 meetings with the parties, it was represented to the Arbitrator that Mr. Sadri and Mr. Koroghli  
14 would make this payment. It is Recommended that either Mr. Sadri or Mr. Koroghli, or both, are  
15 individually responsible for this payment. Sadri and Koroghli may, however, execute the  
16 payment check or draft in whatever representative capacity that they believe is the most  
17 appropriate.  
18

19 Transfer of Wendover Project, LLC Interest: Zandian Jazi has agreed to waive or transfer  
20 any interest that he has, if any, in the Wendover Project, LLC. Mr. Netzorg has argued that it is  
21 incumbent upon Mr. Zandian Jazi to obtain signatures on waivers of rights of first refusal from  
22 all members of the LLC. This was not part of the settlement agreement and the District Court  
23 should be aware that the Defendants contested that Zandian Jazi even owned rights in the  
24 Wendover Project, LLC at the time of the arbitration.  
25  
26

27 It is the Report and Recommendation of the Arbitrator that Zandian Jazi sign a transfer  
28 of all interest that he owns in the Wendover Project, LLC directly to "Wendover Project, LLC."

ST  
SPE  
2300 W. SAG  
LAS VEGAS, NV 89102  
PHONE: (702) 457-5257 FAX: info@hoydavis.com

1 Zandian Jazi must also sign a waiver of any right of first refusal that he has as to that LLC.

2  
3 The remaining managing members of the Wendover Project LLC are responsible for  
4 determining the appropriate allocation of the Zandian Jazi interest. If they believe that it is  
5 necessary to obtain waivers of rights of first refusal to make that allocation of interest, then it is  
6 their responsibility to do so. Before distributing Mr. Zandian Jazi's interest, the managing  
7 members of the LLC should either distribute that interest in accordance with the operating  
8 agreements or, alternatively, obtain whatever signatures that the managing members determine  
9 are necessary to make a different distribution or allocation of that interest. It would seem unfair  
10 to place this burden on the transferring party who is merely transferring his interest to the entire  
11 Wendover Project, LLC.  
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  
26 Mr. Netzorg has contested the requirement that the receiving LLC entities are required to  
27 obtain waivers of rights of first refusal. Actually, waivers are not necessary if the receiving  
28 interest is transferred pursuant to the operating agreement. If the managing members want to

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1 obtain waivers of rights of first refusal to make a different distribution, they are certainly free to  
2 do so. That should not be the burden of Mr. Zandian Jazi

3  
4 Mr. Netzorg has also asked for numerous documents regarding a purported transfer of Mr.  
5 Zandian Jazi's shipyard stock. There was absolutely no evidence that any entity related to these  
6 proceedings acknowledged receipt of that stock or issued any credit related to receipt of that  
7 stock. Although that stock was discussed during the Arbitration proceedings, there was no  
8 competent evidence regarding that stock being relevant to the Arbitration proceedings.

9  
10 RESPECTFULLY SUBMITTED this 28<sup>th</sup> day of February, 2007

11  
12 By: 

13 FLOYD A. HALE  
14 2300 W. Sahara, #900  
15 Las Vegas, NV 89102  
16 Arbitrator

17 CERTIFICATE OF FACSIMILE AND MAIL

18 I hereby certify that on the 28<sup>th</sup> day of February, 2007, I faxed and mailed a true and  
19 correct copy of the foregoing addressed to:

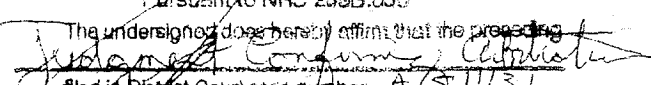
20 John Peter Lee, Esq.  
21 830 Las Vegas Boulevard South  
22 Las Vegas, NV 89101  
23 Attorneys for Plaintiffs  
24 Fax No. 383-9950

25 John Netzorg, Esq.  
26 2810 West Charleston Blvd. #H-81  
27 Las Vegas, NV 89102  
28 Attorneys for Defendants  
29 Fax No. 878-1255

30 AFFIRMATION

Pursuant to NRS 233B.030

The undersigned does hereby affirm that the preceding

  
filed in District Court case number A511131

DOES NOT contain the social security number of any person.

31  Date 6/8/07

32 By: 

Employee of Jams

2300 W. Sahara, #900  
Las Vegas, NV 89102  
Phone: (702) 437-5167  
Email: fahale@foyzhak.com



RECEIPT OF COPY

RECEIPT OF COPY of the foregoing NOTICE OF ENTRY OF JUDGMENT  
CONFIRMING ARBITRATION AWARD is hereby acknowledged this 9th day of June, 2007

JAMS, The Resolution Experts

By: Floyd A. Hale, Esq.  
Floyd A. Hale, Esq.  
2300 West Sahara Avenue #900  
Las Vegas, Nevada 89102

John M. Netzorg, Esq.  
John M. Netzorg, Esq.  
2810 West Charleston Boulevard #81  
Las Vegas, Nevada 89102  
Attorneys for Defendants

830 LAS VEGAS SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

AFFIRMATION  
Pursuant to NRS 239B.030  
The undersigned does hereby affirm that the preceding  
NOE / JUDGMENT  
filed in District Court case number 251131  
DOES NOT contain the social security number of any person.  
[Signature] Date 6/8/07

# EXHIBIT 2

COHEN, JOHNSON & DAY  
1060 Wigwam Parkway  
Henderson, NV 89074  
(702) 309-3333

1 **NOTC**  
2 STEVEN L. DAY, ESQ.  
3 Nevada Bar No. 3708  
4 COHEN, JOHNSON & DAY  
5 1060 Wigwam Parkway  
6 Henderson, NV 89074  
7 (702) 309-3333

8 Attorneys for Defendants

9 **DISTRICT COURT**  
10 **CLARK COUNTY, NEVADA**

11 GHOLAMREZA ZANDIAN JAZI, )  
12 )  
13 Plaintiff, )  
14 vs. )  
15 RAY KOROGHLI, individually, FARIBORZ )  
16 FRED SADRI, individually and as Trustee of )  
17 the Star Living Trust, WENDOVER PROJECT, )  
18 LLC, a Nevada limited liability company; BIG )  
19 SPRING RANCH, LLC, a Nevada limited )  
20 liability company, and NEVADA LAND AND )  
21 WATER RESOURCES, LLC, a Nevada )  
22 limited liability company, )  
23 Defendants. )

CASE NO. A511131  
DEPT. NO. XI

24 **NOTICE OF ENTRY OF ORDER**

25 TO: ALL PARTIES; and  
26 TO: THEIR COUNSEL OF RECORD.  
27  
28

1 PLEASE TAKE NOTICE that an Order was entered in the above-entitled action  
2 on the 13th day of August, 2007, a copy of which is attached hereto.

3 DATED this 14<sup>th</sup> day of August, 2007.

4 COHEN, JOHNSON & DAY

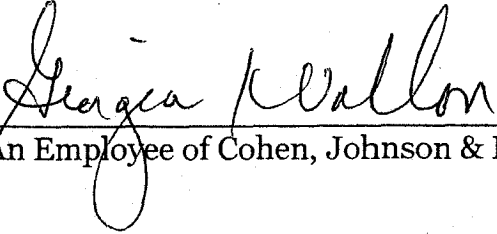
5  
6  
7 By 

8 STEVEN L. DAY, ESQ.  
9 Nevada Bar No. 3708  
10 1060 Wigwam Parkway  
11 Henderson, NV 89074  
12 Attorneys for Defendants

13 **CERTIFICATE OF MAILING**


14 I HEREBY CERTIFY that on the 14<sup>th</sup> day of August, 2007, I served a copy of the  
15 foregoing NOTICE OF ENTRY OF ORDER, by causing a copy of the same to be  
16 deposited in the United States mail, postage prepaid, addressed as follows:

17 John Peter Lee, Esq.  
18 JOHN PETER LEE, LTD.  
19 830 Las Vegas Blvd. South  
20 Las Vegas, NV 89101  
21 Attorneys for Plaintiff/Counterdefendant

22   
23  
24  
25  
26  
27  
28 An Employee of Cohen, Johnson & Day

COHEN, JOHNSON & DAY  
1060 Wigwam Parkway  
Henderson, NV 89074  
(702) 309-3333

1 **ORD**  
2 STEVEN L. DAY, ESQ.  
3 Nevada Bar No. 3708  
4 COHEN, JOHNSON & DAY  
5 1060 Wigwam Parkway  
6 Henderson, NV 89074  
7 (702) 309-3333  
8  
9 Attorneys for Defendants

**FILED**  
Aug 13 9 50 AM '07  
  
CLERK OF COURT

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

10 GHOLAMREZA ZANDIAN JAZI, )  
11 Plaintiff, )  
12 vs. )  
13 RAY KOROGHLI, individually, FAIRBORZ )  
14 FRED SADRI, individually and as Trustee of )  
15 the Star Living Trust, WENDOVER PROJECT, )  
16 LLC, a Nevada limited liability company; BIG )  
17 SPRING RANCH, LLC, a Nevada limited )  
18 liability company, and NEVADA LAND AND )  
19 WATER RESOURCES, LLC, a Nevada )  
20 limited liability company, )  
21 Defendants. )

CASE NO. A511131  
DEPT. NO. XI

**ORDER**

21 This matter having come on for hearing on the 7th day of August, 2007, on  
22 DEFENDANTS' MOTION FOR STAY OF PROCEEDINGS TO ENFORCE JUDGMENT  
23 AND ALTERNATIVELY TO SET SUPERSEDEAS BOND; ORDER SHORTENING TIME,  
24 Steven L. Day, Esq. of the law firm of Cohen, Johnson & Day, appearing on behalf of  
25 Defendants, and Yvette R. Freedman, Esq., of the law firm of John Peter Lee, Ltd.,  
26 appearing on behalf of Plaintiffs, and the court having heard oral argument and after  
27

1 having examined the records and documents on file in the above-entitled matter and being  
2 fully advised in the premises;

3 IT IS HEREBY ORDERED that DEFENDANTS' MOTION FOR STAY OF  
4 PROCEEDINGS TO ENFORCE JUDGMENT AND ALTERNATIVELY TO SET  
5 SUPERSEDEAS BOND, shall be, and the same is hereby GRANTED.  
6

7 IT IS FURTHER HEREBY ORDERED that Defendants must post a bond in the  
8 amount of Two Hundred Fifty Thousand Dollars (\$250,000.00)

9 DATED this 9 day of Aug, 2007.

10 **ELIZABETH GONZALEZ**

11 \_\_\_\_\_  
12 DISTRICT COURT JUDGE

13 Submitted By:

14 COHEN, JOHNSON & DAY

15  
16 By \_\_\_\_\_

17 *Steven L. Day*  
18 STEVEN L. DAY, ESQ.  
19 Nevada Bar No. 3708  
20 1060 Wigwam Parkway  
21 Henderson, NV 89074  
22 Attorneys for Defendants  
23  
24  
25  
26  
27  
28

# EXHIBIT 3

RECEIVED  
JUN 15 2007  
FILED

2007 JUN 15 P 3:44  
JOHN PETER LEE, LTD.

*CP*  
CLERK OF THE COURT

1 0001  
2 JOHN M. NETZORG, ESQ.  
3 Nevada Bar No. 1335  
4 2810 West Charleston Boulevard, #H-81  
5 Las Vegas, Nevada 89102  
6 (702) 878-3400  
7 Attorney for Defendants

8 **DISTRICT COURT**  
9 **CLARK COUNTY, NEVADA**

10 GHOLAMREZA ZANDIAN JAZI, )

11 Plaintiff, )

12 vs. )

13 RAY KOROGHLI, individually, FARIBORZ )  
14 FRED SADRI, individually and as Trustee of the )  
15 the Star Living Trust, WENDOVER PROJECT, )  
16 LLC, a Nevada limited liability company; BIG )  
17 SPRING RANCH, LLC, a Nevada limited liability )  
18 company, and NEVADA LAND AND WATER )  
19 RESOURCES, LLC, a Nevada limited liability )  
20 company )

21 Defendants )

22 CASE NO. A 511131  
23 DEPT. NO. XI

24 ) Date of Hearing:  
25 ) Time of Hearing:

26 ) **MOTION TO AMEND OR ALTER**  
27 ) **JUDGMENT PURSUANT TO NRCP**  
28 ) **59(e), OR IN THE ALTERNATIVE,**  
 ) **MOTION FOR A NEW TRIAL**  
 ) **PURSUANT TO NRCP 59(a)**

18 Settlement was reached in this case after arbitration proceedings were commenced. With  
19 the agreement of the parties, the arbitrator acted as mediator and once an agreement was reached,  
20 placed the settlement on the record. The mediator signed a mediation decision on September 20,  
21 2006 and a subsequent implementation award on November 29, 2006 manifestly disregarding the  
22 law and the intention of the parties. On December 18, 2006, the Defendants filed a motion to  
23 vacate the arbitration award and to modify and correct the award because it ignored the  
24 settlement reached and purported to be an award when in fact it was a settlement. (Exhibit "1"  
25 attached hereto). The peculiar procedures for the mediator and former arbitrator are detailed in  
26  
27  
28

*Duplicate*

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1 the December 18, 2006 motion. Essentially, Mr. Sadri and Mr. Koroghli were to exchange real  
2 property interests for Plaintiff's LLC membership interests and pay Plaintiff \$250,000 in cash.

3 Part and parcel of the settlement was a release of all claims, a global settlement and the  
4 delivery to the parties, respectively, of the interests to be exchanged free and clear of third party  
5 claims.

6 On January 11, 2007, the Court entertained arguments and denied both the Plaintiff's  
7 motion to confirm and the Defendants' motion to vacate noting that this was a settlement and the  
8 issues were enforcement of the settlement.  
9

10 The award was not remanded to Mr. Hale nor was this an arbitration proceeding. It was  
11 an enforcement of the settlement. This is an important distinction because the Nevada Supreme  
12 Court has ruled that the court has no authority to remand an arbitration award for modification  
13 nor does the Uniform Arbitration Act contemplate such a procedure. The court's sole remedy  
14 would have been to vacate the award and order a new arbitration if, in fact, this were an  
15 arbitration award. After further proceedings, the mediator issued an "Arbitrator Report and  
16 Recommendation to District Court", a procedure unrecognized by NRS Chapter 38. The  
17 "Report" makes no pretense of being a modified arbitration award.  
18

19 The Plaintiff then bunched four of the prior orders together and filed a motion for  
20 confirmation requesting the court to confirm (1) the original September 20, 2006 award, (2) the  
21 October 11, 2006 modification, (3) the November 29, 2006 "Implementation Award" and finally,  
22 (4) the February 28, 2007 Report and Recommendation, even though the four documents did not  
23 reflect the settlement and were completely inconsistent. By way of example, the September 20,  
24 2006, October 11, 2006 and November 29, 2006 Orders all provide that Koroghli and Sadri are  
25 to transfer their individual real property interests to the Plaintiff in exchange for the Plaintiff's  
26  
27  
28

1 transfer of his LLC interests to Sadri and Koroghli, individually. The dispute was whether the  
2 Plaintiff had to transfer his interests free and clear of third party claims. The Judgment entered  
3 by this Court, however, includes the requirement that deeds and assignments be issued from  
4 Plaintiff to Koroghli and Sadri of Plaintiff's LLC interests and, simultaneously, the February 28,  
5 2007 Recommendation requires that those same interests be transferred from the Plaintiff to third  
6 parties (the LLCs) who are providing no consideration. This is absurd and is intentionally  
7 designed to deprive Sadri and Koroghli of the benefit of their bargain.  
8

9 Originally, Sadri and Koroghli had complained that the Plaintiff was not transferring his  
10 interests as required by the settlement with his wife's signature and free and clear of third party  
11 claims. Rather than addressing those issues, the mediator changed the agreement in its entirety  
12 and provided that the promissors (Sadri and Koroghli), who were paying the consideration, did  
13 not receive the benefit of their bargain but rather that the bargained for benefit would be  
14 transferred to third parties. This purportedly resolved the right of first refusal issues of which  
15 Sadri and Koroghli had complained. The mediator simply gave those interests to third parties for  
16 no consideration leaving Sadri and Koroghli with nothing.  
17

18 Under Nevada law, a right of first refusal is recognized and becomes vested at the time a  
19 transfer is offered and agreed to by the transferor. In this case the transferor (seller) is the  
20 Plaintiff, Mr. Jazi:  
21

22 A right of first refusal is sometimes said to be a right to elect  
23 to take specified property at the same price and on the same  
24 terms and conditions as those contained in a good-faith offer  
25 by a third person if the owner manifests as willingness to  
26 accept the offer, once the owner manifests such willingness,  
27 the right of first refusal, heretofore an executory right, ripens  
28 into an option.

*Eagle Thrifty Drugs & Market, Inc. v. Incline Village, Inc.*, 89 Nev. 595, 578, 517 P.2d 786, 788 (1973).

1 The Arbitrator's Recommendation intentionally ignores the parties' transcript and settlement and,  
2 through undue means, is denying the Defendants the material terms and consideration of their  
3 bargain.

4 The Arbitrator's Recommendation provides that the Plaintiff must sign a waiver of his  
5 own right of first refusal, a nonsensical recommendation under the Eagle Thrifty Drugs & Market  
6 case since it is not the Plaintiff who has a right of first refusal, it is the non-selling members of  
7 the LLCs who have the right of first refusal. By reason of the settlement, these rights of first  
8 refusal are now options to purchase the Plaintiff's interests. The Judgment mandates the  
9 Defendants are to take subject to options to purchase, which is anything but free and clear title.  
10

11 The Recommendation states that it is "the duty of the managing members" of the two  
12 LLCs "to make an appropriate distribution and allocation of (the Plaintiff's) interests." This  
13 statement is supported neither by Nevada law nor the Operating Agreements. First, Nevada law  
14 prohibits the resignation of a member before dissolution of the LLC unless that withdrawal is  
15 permitted under the operating agreement:  
16

17 Except as otherwise provided in Chapter 463 of NRS, other  
18 applicable law, the articles of organization or the operating  
19 agreement, a member may not resign or withdraw as a  
20 member from the limited-liability company before the  
21 dissolution and winding up of the company. *NRS 86.331(1)*.

22 The LLC operating agreements are unambiguous and do not permit the transfer of a member's  
23 interest unless the selling member complies with Paragraph 7.5 and provides both notice and an  
24 offer to "the other members."

25 Right of first refusal. In addition to the other limitations and  
26 restrictions set forth herein, no member may sell all or any  
27 portion of his interest unless such member (**the "selling**  
28 **member"**) has first (i) given written notice to the other  
members and the Company of his intention to sell all or a

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1 portion of such interest (that which is intended to be sold as  
2 hereinafter called the "subject interest") and (ii) offer to sell  
3 the subject interest to the other members at a price no greater,  
4 and on terms and conditions no less favorable to the  
5 purchaser than specified in a bona fide written offer received  
6 by the selling member from a third party.

7 Nevada law prohibits an assignment unless there is compliance with the operating agreement's  
8 terms, which in this case mandates that the selling member, not the managing members, give  
9 notice and offer the subject interest to other members. These rights of first refusal are, at this  
10 point in time, options held by the other members and constitute clouds and encumbrances on the  
11 Plaintiff's title by third parties of which, the Defendants individually, were to receive free and  
12 clear. (See Operating Agreement attached hereto as Exhibit "2").

13 Since the award requires payment on five days to one party, payment on thirty days to  
14 another party, the transfer of interests to the Defendants and the simultaneous transfer of those  
15 same interests without consideration to third parties, it is internally dysfunctional and meets the  
16 arbitrary and capricious standards articulated by the Supreme Court in Clark County Education  
17 Association v. Clark County School District, 112 Nev. 337, 131 P.3rd 5 (2006).

18 This court has previously recognized both statutory and  
19 common-law grounds to be applied by a court reviewing an  
20 award resulting from private binding arbitration. (FN 2). The  
21 statutory grounds are contained in the Uniform Arbitration  
22 Act, specifically *NRS 38.241(1)*, and they are not implicated  
23 as a basis for relief in this appeal. (FN 3). There are two  
24 common-law grounds recognized in Nevada under which a  
25 court may review private binding arbitration awards; (1)  
26 whether the award is arbitrary, capricious or unsupported by  
27 the agreement; and (2) whether the arbitrator manifestly  
28 disregarded the law. (FN 4). Initially we take this  
opportunity to clarify that while the latter standard insures  
that the arbitrator recognizes applicable law, the former  
standard insures that the arbitrator does not disregard the  
facts or terms of the arbitration agreement.

In determining a question under an arbitration agreement, an

1 arbitrator enjoys a broad discretion, but that discretion is not  
2 without limits. It is confined to interpreting and applying the  
3 agreement and his award need not be enforced if it is  
4 arbitrary, capricious, or unsupported by the agreement. But,  
5 “[j]udicial inquiry under the manifest-disregard-of-the-law  
6 standard is extremely limited.”

7 Id. 122 Nev. at \_\_\_\_\_, 131 P.3rd at 8.

8 There has been both arbitrary and capricious treatment of the Defendants and a refusal to  
9 recognize applicable law.

10 This Court had no authority or jurisdiction to remand an arbitration award under *NRS*  
11 *38.237*. The mediator did not treat the referral as a remand to modify the award. No award was  
12 modified. The settlement transcript was the matter to be considered. As a matter of law, the  
13 Court, even if it had shown any inclination to do so, could not have remanded the award to an  
14 arbitrator:

15 HPN contends that, absent one of the statutory grounds  
16 enumerated in *NRS 38.237*, the district court lacks authority  
17 to remand the matter to an arbitrator. HPN asserts that the  
18 remand in this case does not fall within the statutory  
19 guidelines and was improper. We agree.

20 However, a matter should not be remanded if it is merely to  
21 have the arbitrators explain their award. Remands that allow  
22 arbitrators to re-examine their decision on the merits are not  
23 permitted under the statute or at common law. Neither HPN  
24 nor Rainbow ever contended that the award was ambiguous.  
25 HPN only argued that the arbitrator’s statement regarding a  
26 “higher mentoring burden” demonstrated that the arbitrator  
27 had either converted the provider agreement into a  
28 partnership, thus exceeding the arbitrator’s authority, or that  
the statements evidenced a manifest disregard of the law. In  
either case, HPN asserts that the appropriate remedy would  
be to vacate the award. We therefore conclude that he  
district court erred in remanding the matter to the arbitrator  
with instructions to re-examine his decision in light of the  
district court’s conclusion that the contract did not impose  
any mentoring burden upon HPN.

Health Plan of Nevada, Inc., *supra*, 120 Nev. at 696-697, 100 P.2d 172, 177 (2004) “(FN 14. We  
note that the proper remedy, even if HPN’s allegations were correct, is not just to vacate the

award, but also to remand the matter for a new arbitration hearing. NRS 38.241(3).”

NRCPC 59 provides for new trials pursuant to subparagraph (a) and for alternation and amendments of judgments pursuant to subparagraph (e) as follows:

**Rule 59. New trial; amendment of judgments.**

(a) Grounds. A new trial may be granted to all or any of the parties and on all or part of the issues for any of the following causes or grounds materially affecting the substantial rights of an aggrieved party: (1) irregularity in the proceedings of the court, jury, master, or adverse party, or any order of the court, or master or the abuse of discretion by which either party was prevented from having a fair trial; (2) misconduct of the jury or prevailing party; (3) accident or surprise which ordinary prudence could not have guarded against; (4) newly discovered evidence material for the party making the motion which the party could not, with reasonable diligence, have discovered and produced at the trial; . . . (7) error in law occurring at the trial and objected to by the party making the motion. On a motion for a new trial in an action tried without a jury, the court may open the judgment if one has been entered, take additional testimony, amend findings of fact and conclusions of law or make new findings and conclusions, and direct the entry of a new judgment.

(b) Time for motion. A motion for a new trial shall be filed no later than ten days after service of the written notice of the entry of judgment.

(e) Motion to Alter or Amend the Judgment. The motion to alter or amend the judgment shall be filed no later than ten days after service of written notice of entry of judgment.

At the heart of the controversy is the failure to treat the settlement on the record as a settlement and the effort to convert the parties’ settlement to an arbitration award which plainly ignores the Defendants’ concerns. The efforts to treat this as an arbitration instead of a settlement has created a Pandora’s box of procedural irregularities and deficiencies. The procedural irregularities are so substantial as to deny the Defendants not only the material consideration for which they bargained but their basic rights and entitlements which included:

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2810 W. CHARL. BLVD., SUITE H-81  
LAS VEGAS, NEVADA 89102  
(702) 878-3400

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1. the transfer of the Plaintiff's interests to Sadri and Koroghli, not to LLCs which were not providing the consideration.
2. the transfer of the Plaintiff's LLC membership interests free and clear of third party claims;
3. warranties of title by the Plaintiff;
4. an allocation of the purchase price which would permit the Plaintiff to give notice to the third party members not parties to the action and otherwise comply with Section 7 of the respective LLC operating agreements;
5. provide a release from all claims and a global resolution.

An escrow needs to be established for the transfer of the interests. The consideration being tendered by the Plaintiff for the real property is limited liability company interests.

Since the memberships are the consideration for the real property, they likewise should be transferred through escrow. Accordingly, the Plaintiff needs to provide the following:

**Wendover Project**

1. Consent from LLC members to transfer and management termination;
2. French Bankruptcy Order abandoning or disclaiming interest in Shipyard Stock and/or Wendover Project, LLC membership interests;
3. Non-foreign affidavit from Mr. Zandian, a non-citizen;
4. Execution of Defendants' Assignment Agreement by parties and spouses, a copy of which is attached hereto as Exhibit "3";
5. IRS Compliance.

**Nevada Land and Water Resources, LLC**

1. Consent from LLC members to transfer and management termination;

JOHN M. NETZORG  
2810 W. CHARL BLVD., SUITE H-81  
LAS VEGAS, NEVADA 89102  
(702) 878-3400

2. Non-foreign affidavit from Mr. Zandian, a non-citizen;
3. Execution of Defendants' Assignment Agreement by parties and spouses;
4. IRS Compliance.

**Big Spring Ranch, LLC**

1. Transfer of 320 acres from Big Springs Ranch, LLC to Mr. Zandian by Deed executed by all four (4) members;
2. Consent to transfer of 320 acres by all four (4) members of Big Springs Ranch, LLC;
3. Consent from LLC members to transfer and management termination;
4. Execution of Defendants' Assignment Agreement by parties and spouses, a copy of which is attached hereto as Exhibit "4";
5. IRS Compliance.

**Pah Rah Property**

1. Transfer of property from Defendants to Plaintiff;
2. IRS Compliance.

**Miscellaneous**

1. Payment of \$250,000.00 from Defendants to Plaintiff made payable to Mr. Lee at Mr. Lee's request;
2. Mutual Release by and between the parties and wives;
3. IRS Compliance.

The record reflects that this was a settlement enforcement, not an arbitration:

**Defense counsel:** "So the defendants were denied under the statutes, *NRS 38*, basically what amounts to their day in court and there's no pretense that this was a complete, full and fair



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hearing, nor did the parties intend that it be such. They settled it, they put the settlement on the record. . . ." (1/11/07 transcript, p.24, l. 2)

**Plaintiff's counsel:** Your Honor, I have a suggestion, okay. Because what I keep hearing is settlement, settlement, settlement. We agree there was a settlement. But the settlement terms were - - the terms - - essential terms were put in recorded by a - - on a transcript by the court reporter. So we have the essential terms, okay.

**Court:** You do. . . .And you're missing some of the things in the documents you have as to those essential terms. . . .

**Court:** I'm referring it back to Mr. Hale, since I would typically in a case where a settlement was reached and there was a mediator or arbitrator involved, refer it to that individual for some additional work with you to try and resolve those disputed issues, since they were there at the time you reached the settlement. Hopefully I have transcript that helps me. If you are unable to reach an accommodation after speaking to Mr. Hale, then I will reach an accommodation, because I have a transcript and I'll make a decision. (Pg. 26, l.)

January 11, 2007 Transcript attached hereto as Exhibit "5".

**CONCLUSION.**

The Defendants are entitled to either have the settlement enforced pursuant to the September 8, 2006 transcript or to have the arbitration award vacated. The efforts to convert the settlement into an arbitration award make a pretense and sham out of the procedure. The Defendants never presented witnesses nor had their day in court before an arbitrator. After the Plaintiff's direct testimony and partial cross-examination, after a lengthy mediation, the settlement was placed on the record.

In lieu of enforcing the settlement as the Court directed on January 11, 2007, the referral of the settlement to the mediator has now been treated as a remand to an arbitrator which is prohibited both by statute and the Health Plan decision. The mediator's Recommendation is

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treated as an amended award when on its face it does not purport to be one. The procedures are completely at odds with NRS Chapter 38 and Nevada Supreme Court precedent and have resulted in the most bizarre consequences including the Defendants' loss of the benefit of their bargain and the imposition upon the Defendants of the obligation to fight third parties to clear the Plaintiff's title.

As previously mentioned in prior pleadings, Mr. Abrishami who owns a substantial portion of Big Spring Ranch, LLC, and together with his investors own a large portion of Wendover Project, LLC, has already made a demand that he receive his windfall, to wit, a percentage of the Plaintiff's 25% Big Spring Ranch interest for which Mr. Abrishami proposes to pay nothing. (Exhibit "6"). Accordingly, the Plaintiff has already breached his warranty of clear title and Mr. Abrishami the option holder in Big Spring Ranch has already exercised it. Rather than a global resolution and release of all claims, the Defendants are already entwined in additional legal controversies regarding the Plaintiff's interests. The mediator suggests that it would be "unfair" to the Plaintiff to have to comply with Nevada law and the operating agreement by obtaining waivers of rights of first refusal. Where is the conceivable fairness to the Defendants who are paying in the seven figures for new lawsuits.

The process does not meet the statutory requirements for an arbitration. The results are arbitrary and capricious and violate the Nevada Supreme Court's common law standards as articulated. The Defendants have been denied the material consideration for their settlement, the very essence of the agreement.

By attempting to cram this square peg into a round hole, the court has exceeded its authority and jurisdiction. If this is to be treated as an arbitration award, then the sole remedy was to vacate that award and order a new arbitration.

1 Accordingly, the judgment should be vacated and a new arbitration ordered or, the  
2 judgment should be amended to provide that the Plaintiff must transfer the LLC interests free and  
3 clear of third party claims including waivers of rights of first refusal of the other members of the  
4 Big Spring Ranch and Wendover Project, LLCs who are now option holders, according to  
5 Nevada law, that the wives be ordered to sign the documents, that a complete release be executed  
6 reciprocally, that the Plaintiff execute appropriate IRS forms for non-citizens for the withholding  
7 of taxes, and that either the Plaintiff comply with the settlement or that the judgment and orders  
8 be vacated and the matter set for arbitration before a new and impartial arbitrator.  
9

10 Dated this 15th day of June, 2007.

11 **John M. Netzorg**

12  
13 JOHN M. NETZORG, ESQ.  
14 State Bar No. 1335  
15 2810 W. Charleston Boulevard, #H-81  
16 Las Vegas, Nevada 89102  
17 Attorney for Defendants

18 **NOTICE OF MOTION**

19 TO: PLAINTIFF

20 and

21  
22 TO: John Peter Lee, Esq., his counsel of record

23 **PLEASE TAKE NOTICE** that the Defendants will bring the above and foregoing  
24 MOTION TO AMEND OR ALTER JUDGMENT, etc. on for hearing on the 17 day of  
25 JULY, 2007 at ~~the hour of~~ **CHAMBERS** \_\_\_\_\_ a.m. in Department XI of the Eighth Judicial District  
26  
27  
28

Court, or as soon thereafter as counsel may be heard.

Dated this 15th day of June 2007.

**John M. Netzorg**

---

JOHN M. NETZORG, ESQ.  
State Bar No. 1335  
2810 W. Charleston Blvd.  
Suite 81  
Las Vegas, Nevada 89102  
Attorney for Defendants

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**JOHN M. NETZORG**  
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(702) 878-3400

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# EXHIBIT 4

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*[Signature]*  
CLERK OF THE COURT

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JOHN PETER LEE, LTD.  
2 JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
3 MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
4 830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
5 (702) 382-4044 Fax: (702) 383-9950  
*Attorneys for Plaintiff/Counterdefendant*  
6 GHOLAMREZA ZANDIAN JAZI

7  
8 DISTRICT COURT

9 CLARK COUNTY, NEVADA

10 GHOLAMREZA ZANDIAN JAZI,  
11 Plaintiff,

CASE NO.: A511131  
DEPT. NO.: XI

12 v.

13 RAY KOROGHLI, individually, FARIBORZ FRED  
SADRI, individually, and as Trustee of the Star  
14 Living Trust, WENDOVER PROJECT, LLC, a  
Nevada limited liability company; BIG SPRING  
15 RANCH, LLC, a Nevada limited liability company,  
and NEVADA LAND AND WATER  
16 RESOURCES, LLC, a Nevada limited liability  
company,

NOTICE OF ENTRY OF  
ORDER

17 Defendants.

18  
19 RAY KOROGHLI, individually and FARIBORZ  
FRED SADRI, individually,

20 Counterclaimants,

21 v.

22 GHOLAMREZA ZANDIAN JAZI,

23 Counterdefendant.

24  
25 WENDOVER PROJECT, LLC,

26 Counterclaimant,

27 v.

28 GHOLAMREZA ZANDIAN JAZI,

Counterdefendant.

JOHN PETER LEE, LTD.  
ATTORNEYS AT LAW  
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Telecopier (702) 383-9950

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JUL 23 2007

CLERK OF THE COURT

1 GHOLAMREZA ZANDIAN JAZI, )  
2 Counterclaimant, )  
3 v. )  
4 WENDOVER PROJECT, LLC, )  
5 Counterdefendant. )

6 1334.022860-sy

7 **NOTICE OF ENTRY OF ORDER**

8 PLEASE TAKE NOTICE the Order On Post-Judgment Motions which is attached hereto was  
9 entered on July 20, 2007.

10 Dated this 20 day of July, 2007.

11 JOHN PETER LEE, LTD.

12 BY: *Michael A. Reynolds*  
13 JOHN PETER LEE, ESQ.  
14 Nevada Bar No. 001768  
15 MICHAEL A. REYNOLDS, ESQ.  
16 Nevada Bar No. 008631  
17 830 Las Vegas Boulevard South  
18 Las Vegas, Nevada 89101  
19 Ph: (702) 382-4044/Fax: (702) 383-9950  
20 email: [info@johnpeterlee.com](mailto:info@johnpeterlee.com)

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**CERTIFICATE OF MAILING**

1  
2           HEREBY CERTIFY that on the 30<sup>th</sup> day of July, 2007, I served a copy of the foregoing  
3 NOTICE OF ENTRY OF ORDER ON POST-JUDGMENT MOTIONS in the above captioned  
4 matter by enclosing it in a sealed envelope upon which first class postage was fully prepaid  
5 addressed to:

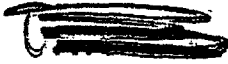
6  
7 John M. Netzorg, Esq.  
8 2810 West Charleston Blvd., #H-81  
9 Las Vegas, Nevada 89102

Steven L. Day  
Cohen, Johnson & Day  
1060 West Wigman Pkwy  
Henderson, Nevada 89074

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13 An employee of JOHN PETER LEE, LTD.  
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*[Signature]*  
CLERK OF THE COURT

1 **ORDER**  
2 JOHN PETER LEE, LTD.  
3 JOHN PETER LEE, ESQ.  
4 Nevada Bar No. 001768  
5 MICHAEL A. REYNOLDS, ESQ.  
6 Nevada Bar No. 008631  
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8 Las Vegas, Nevada 89101  
9 (702) 382-4044 Fax: (702) 383-9950  
10 *Attorneys for Plaintiff/Counterdefendant*  
11 **GHOLAMREZA ZANDIAN JAZI**

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

10 GHOLAMREZA ZANDIAN JAZI, )  
11 Plaintiff, )  
12 v. )  
13 RAY KOROGHLI, individually, FARIBORZ FRED )  
14 SADRI, individually, and as Trustee of the Star )  
15 Living Trust, WENDOVER PROJECT, LLC, a )  
16 Nevada limited liability company; BIG SPRING )  
17 RANCH, LLC, a Nevada limited liability company, )  
18 and NEVADA LAND AND WATER )  
19 RESOURCES, LLC, a Nevada limited liability )  
20 company, )  
21 Defendants. )  
22 \_\_\_\_\_ )  
23 RAY KOROGHLI, individually and FARIBORZ )  
24 FRED SADRI, individually, )  
25 Counterclaimants, )  
26 v. )  
27 GHOLAMREZA ZANDIAN JAZI, )  
28 Counterdefendant. )  
\_\_\_\_\_ )  
WENDOVER PROJECT, LLC, )  
Counterclaimant, )  
v. )  
GHOLAMREZA ZANDIAN JAZI, )  
Counterdefendant. )

CASE NO.: A511131  
DEPT. NO.: XI

**ORDER ON POST-JUDGMENT MOTIONS**

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1 \_\_\_\_\_ )  
2 GHOLAMREZA ZANDIAN JAZI, )  
3 Counterclaimant, )  
4 v. )  
5 WENDOVER PROJECT, LLC, )  
6 Counterdefendant. )

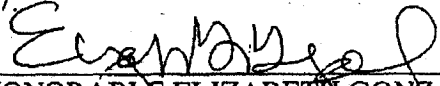
7 1334.022860-sy

8 **ORDER ON POST-JUDGMENT MOTIONS**

9 Defendants' Motion for Re-hearing and Motion to Amend or Alter Judgment Pursuant to  
10 NRCP 59 (e), or in the Alternative, Motion for New Trial Pursuant to NRCP 59 (a) came before this  
11 Court for hearing on July 17, 2007. Michael A. Reynolds, Esq., and Yvette R. Freedman, Esq., of  
12 the law firm of John Peter Lee, Ltd., appeared on behalf of Plaintiff, Gholamreza Zandian Jazi, and  
13 Steven L. Day, Esq., of Cohen, Johnson and Day, appeared on behalf of all Defendants.


14 The Court having considered the pleadings on file and the arguments of counsel,  
15 IT IS HEREBY ORDERED that Defendants' Motions are denied.

16 Dated this 19 day of July, 2007.

17  \*6  
18 HONORABLE ELIZABETH GONZALEZ  
19 DISTRICT COURT JUDGE, DEPARTMENT 11

20 RESPECTFULLY SUBMITTED BY:

21 JOHN PETER LEE, LTD.

22  
23 BY:   
24 JOHN PETER LEE, ESQ.  
25 Nevada Bar No. 001768  
26 MICHAEL A. REYNOLDS, ESQ.  
27 Nevada Bar No. 008631  
28 830 Las Vegas Boulevard South  
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Attorneys for Plaintiff/Counterdefendant  
GHOLAMREZA ZANDIAN JAZI

# EXHIBIT 5

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*Shirley B. Longoria*  
CLERK

ANS  
JOHN M. NETZORG, ESQ.  
Nevada Bar No. 1335  
2810 West Charleston Boulevard, #H-81  
Las Vegas, Nevada 89102  
(702) 878-3400  
Attorney for RAY KOROGHLI, individually  
FARIBORZ FRED SADRI, individually and as Trustee  
of the STAR LIVING TRUST

DISTRICT COURT  
CLARK COUNTY, NEVADA

GHOLAMREZA ZANDIAN JAZI, )  
)  
Plaintiff, )  
)  
vs. )  
)  
RAY KOROGHLI, individually, FARIBORZ )  
FRED SADRI, individually and as Trustee of the )  
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 )  
Defendants )  
)

CASE NO. A 511131  
DEPT. NO. XIII  
**DEFENDANTS' RAY  
KOROGHLI AND FARIBORZ  
SADRI'S ANSWER AND  
COUNTERCLAIM**

Date of Hearing: n/a  
Time of Hearing: n/a

COME NOW, Defendants Ray Koroghli and Fariborz Fred Sadri, by and through their  
counsel, John M. Netzorg, Esq., and for their Answer to Plaintiff's First Amended Complaint,  
state as follows:

1. Answering Paragraph 1, Answering Defendants are without sufficient  
knowledge or information upon which to base a belief as to the truth of the allegations contained  
in Paragraph 1, and upon said ground deny each and every allegation contained therein.

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2. Answering Defendants admit the allegations contained in Paragraph 2.  
3. Answering Defendants admit the allegations contained in Paragraph 3.  
4. Answering Paragraph 4, Answering Defendants are without sufficient knowledge or information upon which to base a belief as to the truth of the allegations contained in Paragraph 4, and upon said ground deny each and every allegation contained therein.

- 5. Answering Defendants deny the allegations contained in Paragraph 5.
- 6. Answering Defendants deny the allegations contained in Paragraph 6.
- 7. Answering Defendants deny the allegations contained in Paragraph 7.
- 8. Answering Defendants deny the allegations contained in Paragraph 8.
- 9. Answering Defendants deny the allegations contained in Paragraph 9.
- 10. Answering Defendants deny the allegations contained in Paragraph 10.
- 11. Answering Defendants deny the allegations contained in Paragraph 11.
- 12. Answering Defendants deny the allegations contained in Paragraph 12.

**Attorney's Fee**

Answering Defendants deny this allegation.

**COUNTERCLAIM**

COME NOW, Counterclaimants, RAY KOROGHLI and FARIBORZ FRED SADRI and for their counterclaims against the Counterdefendant GHOLAMREZ ZANDIAN JAZI, allege as follows:

- 1. Counterclaimant RAY KOROGHLI (hereinafter "Ray") is a member and manager of the three named LLCs.
- 2. Counterclaimant FARIBORZ FRED SADRI (hereinafter "Fred") is a member and manager of the three named LLCs.

1           3.     Counterdefendant GHOLAMREZA ZANDIAN JAZI aka Zandian and Zandian  
2     Jazi (hereinafter "Zandian") is believed to live in California.

3           4.     Zandian was introduced to Fred by Fred's uncle who indicated Zandian was a  
4     prominent business man, was down on his luck, and needed some assistance.

5           5.     Zandian and his family befriended Fred.

6           6.     Zandian represented to Fred and Ray that he had substantial holdings in Europe  
7     and in Iran.

8           7.     Zandian further represented that he had a personal relationship with Vidler Water  
9     Company, an affiliate of Pico Holdings, Inc., the purchasers of the Union Pacific land holdings in  
10    northern Nevada and water rights appurtenant thereto.

11           8.     Zandian represented that by reason of his relationships with Vidler, its CEO, John  
12    R. Hart, and other officers, that he was in a position to acquire substantial land holdings in  
13    Nevada for a fraction of their value.

14           9.     Based on these representations, the parties undertook a number of investments.

15           10.    The parties' initial investment was Nevada Land and Water Resources, LLC.

16           11.    This transaction closed in the summer of 2003.

17           12.    Each of the partners was to be responsible for one-third of the million dollar  
18    investment in this 4400-acre parcel in Pah Rah, Washoe County, Nevada.

19           13.    Zandian represented that he had a shipping company in Europe as well as houses  
20    in Paris, Nice, and Iran and was temporarily without funds.

21           14.    Fred advanced 100% of Zandian's investment in the form of a purchase money  
22    note and deed of trust.

23           15.    Later that year, in December, the parties closed on two other transactions, one of  
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1 which the Big Springs Ranch Project, a 37,000 acre parcel and 20,000 acre feet of water located  
2 25 miles from Wendover.

3 16. As with the prior project, Fred and Ray put up \$900,000.00 apiece and Zandian  
4 nothing.

5 17. The third investment was the Wendover Project, LLC.

6 18. When Zandian introduced the Wendover Project to his partners, he represented  
7 that this 6400 acre Vidler holding, west of Wendover, Nevada, could be acquired for  
8 \$15,000,000.00, or approximately one-third of its \$50,000,000.00 value.  
9

10 19. Zandian, claiming to own a shipping yard in Europe, was to contribute his  
11 \$3,000,000.00 in stock in the facility and the partners would share equally.

12 20. Fred and Ray organized the financing and brought in several new investors to  
13 invest to reduce the loan amount.

14 21. The operating agreements disclosed what the managing partners were to receive.

15 22. The original purchase included a substantial purchase money deed of trust.

16 23. When debt service was necessary, Fred and Ray made the payments.

17 24. When the note and deed of trust matured, Fred hypothecated his other properties  
18 in order to save the Wendover Project from foreclosure.  
19

20 25. Subsequently, several investors were brought to Wendover to view the  
21 project and introduced to City officials.  
22

23 26. In response to inquiries as to the value of the land, the City officials indicated that  
24 it was \$200.00 to \$400.00 an acre.  
25

26 27. As a result of Zandian's failure to contribute anything, questions as to the accuracy  
27 of his representations and his refusal to assist in the financing, Fred and Ray became concerned  
28

1 and flew to California to meet with John Hart, the CEO of Vidler Water Company and Pico  
2 Holdings, the sellers of the land.

3 28. Fred and Ray were advised by Mr. Hart that the stock tendered by Zandian was  
4 worthless.

5 29. On further demand, Fred and Ray were provided with documentation that  
6 Zandian had received undisclosed commissions on all transactions from his principal, the seller.

7 30. Zandian represented that Fred and Ray would be partners in a 2,000 acre parcel in  
8 Dayton, Nevada.

9 31. Without Fred and Ray's knowledge, Zandian proceeded with the acquisition of  
10 this and other properties excluding Fred and Ray, but using investors introduced to him by them  
11 to close the transactions.

12 32. Zandian proceeded to form LLCs including Gold Canyon Development, LLC,  
13 High-Tech Development, LLC, Lion Park Development, LLC, Churchill Park Development,  
14 LLC and Sparks Village, LLC during 2004 and additional LLCs during 2005 including Dayton  
15 Plaza, LLC and Misfits Development, LLC.

16 33. As a result of learning that not only had Zandian tendered no consideration for his  
17 interests, but that he had received undisclosed and improper commissions from the sellers on  
18 each of the land transactions, the agreements were rescinded.

19 34. Nevada Land and Water, LLC, the first transaction, was never conveyed to the  
20 LLC, but rather, Zandian refused and the interests were held as tenants-in-common.

21 35. Zandian has neither tendered nor paid one penny on the note and deed of trust  
22 which was on the eve of foreclosure in December 2005.

23 36. As a result of having tendered worthless stock for the acquisition of the Wendover  
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1 Project, and actually having received hundreds of thousands of dollars in secret compensation,  
2 his rescinded interest was transferred to the other investors pro rata.

3 **FIRST COUNTERCLAIM FOR RELIEF**

4 **(Rescission)**

5 37. Counterclaimants repeat and reallege each and every allegation set forth above in  
6 Paragraphs 1 through 36 as though fully set forth at length herein.

7 38. The Counterdefendant misrepresented the terms and conditions of the  
8 investments.

9 39. The Counterdefendant has taken over half a million dollars in undisclosed  
10 commissions and profits while simultaneously representing their value and Counterclaimants'  
11 intentions.

12 40. Had Counterclaimants been aware of the true facts, they never would have entered  
13 into the transactions.

14 41. By reason of the misrepresentations, breach of fiduciary duties, and receipt of  
15 undisclosed commissions and compensation, the Counterclaimants and investment entities are  
16 entitled to rescission.

17 42. By reason of a failure of consideration, the Counterclaimants and investment  
18 entities are entitled to rescission.

19 43. By reason of Counterdefendant's intentional misrepresentations and omissions of  
20 material fact, the Counterclaimants are entitled to rescission.

21 **SECOND COUNTERCLAIM FOR RELIEF**

22 **(Derivative Claims by the LLCs and by Counterclaimants)**

23 44. Counterclaimants repeat and reallege each and every allegation set forth in  
24  
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1 Paragraphs 1 through 43 above as though fully set forth at length herein.

2 45. Counterdefendant was the fiduciary of the investors and was under a duty to  
3 disclose all compensation received.

4 46. By negotiating commissions, not only was this conduct in violation of Nevada real  
5 estate law, but it worked a fraud against the Counterclaimants in that Counterdefendant received  
6 undisclosed commissions and profits.

7 47. The Counterdefendant had fiduciary duties and statutory duties to disclose all  
8 compensation and agency relationships.

9 48. Even though Counterdefendant was not a Nevada licensee, he was nonetheless  
10 required to comply with Nevada Agency Disclosure Statutes and the other real estate licensee  
11 requirements.

12 49. Counterdefendant has not contributed one penny towards the principal amounts,  
13 interest, property taxes, water rights, engineering or anything.

14 50. In receiving hundreds of thousands of dollars in undisclosed commissions, the  
15 Counterdefendant has enriched himself at his fiduciaries' and the Counterclaimants' expense.

16 51. In so acting, the Counterdefendant has caused the Counterclaimants damages in  
17 an amount in excess of \$10,000.00.

18 52. In doing the acts set forth, the Counterdefendant has acted willfully, maliciously,  
19 and with the intent to injure the Counterclaimants such that the Counterclaimants are entitled to  
20 punitive and exemplary damages in an amount in excess of \$10,000.00.

21  
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23 **THIRD COUNTERCLAIM FOR RELIEF**

24 **(Breach of Fiduciary Duties)**

25 53. Counterclaimants repeat and reallege each and every allegation set forth in  
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LAW OFFICES OF  
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2810 W. CHARLESTON BLVD., SUITE H-81  
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(702) 878-3400

1 Paragraphs 1 through 51 above as though fully set forth at length herein.

2 54. Counterdefendant, as a partner, co-member, co-manager, undisclosed agent, and  
3 purported friend owed duties of disclosure to the Counterclaimants.

4 55. The standard for disclosure in Nevada is that each partner knows everything the  
5 other partner knows.

6 56. In negotiating secret commissions, misrepresenting assets, misrepresenting values,  
7 and in the other conduct complained of above, the Counterdefendant breached his fiduciary  
8 duties causing the Counterclaimants damages in an amount in excess of \$10,000.00.

9 57. In so acting In doing the acts set forth, the Counterdefendant has acted willfully,  
10 maliciously, and with the intent to injure the Counterclaimants such that the Counterclaimants  
11 are entitled to punitive and exemplary damages in an amount in excess of \$10,000.00.

12 **FOURTH COUNTERCLAIM FOR RELIEF**

13 **(Derivative Claims)**

14 58. Counterclaimants repeat and reallege each and every allegation contained in  
15 Paragraphs 1 through 56 above as though fully set forth at length herein.

16 59. Independently, and in the alternative, Counterclaimants make claim on behalf of  
17 the LLCs for recovery of the undisclosed commissions and profits and for rescission of  
18 Counterdefendant's membership interests.

19 60. Accordingly, the entities request an accounting and a judicial declaration that by  
20 reason of the misrepresentations, failure of consideration, breach of fiduciary duties and  
21 otherwise, that the membership interests claimed by Counterdefendant be declared null and void  
22 and rescinded and that the parties be restored to their status quo ante.

23 61. Derivatively and additionally, Counterclaimants request that all undisclosed  
24  
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1 commissions and compensation received by Counterdefendant be disgorged together with the  
2 rescission.

3 **FIFTH COUNTERCLAIM FOR RELIEF**

4 **(Constructive Trust)**

5 62. Counterclaimants repeat and reallege each and every allegation contained in  
6 Paragraphs 1 through 60 above as though fully set forth at length herein.

7 63. Counterclaimants were advised that there were four Vidler properties being  
8 pursued.

9 64. Counterdefendant acquired one of the four properties, without the  
10 Counterclaimants' knowledge or consent, for his own account.

11 65. In acquiring the Dayton property, after advising the Counterclaimants that they  
12 would receive it, the Counterdefendant acquired the property utilizing funds apparently provided  
13 by one of the Counterclaimants' original investors.

14 66. In breaching his fiduciary duties, converting this company opportunity, and  
15 defrauding his co-investors, Counterdefendant has damaged the Counterclaimants in an amount  
16 in excess of \$10,000.00.

17 67. The conduct of Counterdefendant is such that a constructive trust need be imposed  
18 upon the asset so that it may be retained for the benefit of the defrauded Counterclaimants.

19 **SIXTH COUNTERCLAIM FOR RELIEF**

20 **(Negligence)**

21 68. Counterclaimants repeat and reallege each and every allegation contained in  
22 Paragraphs 1 through 66 above as though fully set forth herein.

23 69. Counterdefendant, in his dealings with Counterclaimants, owed them duties of  
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1 good faith and to conduct himself in a manner which would not adversely impact the  
2 Counterclaimants' interests.

3 70. Counterdefendant owed both a contractual duty of good faith and by reason of the  
4 fiduciary relationships, a tort duty of good faith as well.

5 71. In breaching his duties to the Counterclaimants, the Counterdefendant has caused  
6 the Counterclaimants damages in an amount in excess of \$10,000.00 for negligence damages.

7  
8 **SEVENTH COUNTERCLAIM FOR RELIEF**

9 72. Counterclaimants repeat and reallege each and every allegation contained in  
10 Paragraphs 1 through 70 above as though fully set forth at length herein.

11 73. In no event should this Counterclaim nor any provision of this pleading ever be  
12 interpreted as an action on the Star Living Trust note and deed of trust which are secured by the  
13 Nevada Land and Water Company interest of Counterdefendant.

14 74. The Star Living Trust has elected to proceed with non-judicial disclosure of that  
15 note and obligation.

16 75. Other than the note and deed of trust discussed herein, Counterdefendant has  
17 breached his obligations under the LLC agreements and in so doing, has caused  
18 Counterclaimants and the LLCs damages in an amount in excess of \$10,000.00.  
19  
20

21 **EIGHTH CLAIM FOR RELIEF**

22 **(Declaratory Relief)**

23 76. Counterclaimants repeat and reallege each and every allegation contained in  
24 Paragraphs 1 through 74 above as though fully set at length herein.

25 77. Disputes have arisen between the parties as to their mutual rights and  
26 entitlements.  
27  
28

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**JOHN M. NETZORG**  
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(702) 878-3400

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78. As outlined above, Counterclaimants have rescinded, legally or equitably, Counterdefendant's interests in the Wendover Project, LLC and the Big Springs, LLC.

79. Furthermore, Counterclaimants claim an interest in the fourth Vidler property located in Dayton.

80. The Counterclaimants do not seek the dissolution and winding up of the LLCs, but rather seek the rescission of Counterdefendant's interests.

81. It is otherwise necessary for the Court to adjudicate the parties' rights and entitlements.

82. Accordingly, Counterclaimants request a declaration from this Court determining the rights and entitlements of the parties in each of the investments.

**NINTH CLAIM FOR RELIEF**

**(For Attorney's Fees and Special Damages)**

83. Counterclaimants repeat and reallege each and every allegation contained in Paragraphs 1 through 82 above as though fully set forth at length herein.

84. By reason of Counterdefendant's activities, it has been necessary to retain attorneys.

85. In seeking the disgorgement of the profits, rescission and the other equitable relief requested herein, Counterclaimants are incurring attorney's fees due to Counterdefendant's conduct.

86. In so acting, Counterdefendant has caused Counterclaimants' damages in an amount in excess of \$10,000.00.

**WHEREFORE**, Counterclaimants pray for relief as follows:

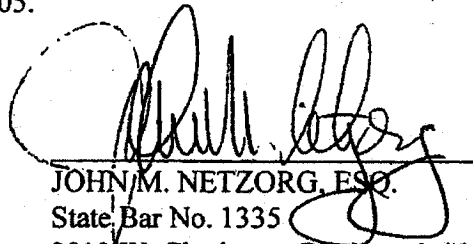
1. That Plaintiff take nothing by way of his Complaint;

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2. For rescission of Counterdefendant's interests;
3. For disgorgement by Counterdefendant of all undisclosed commissions and profits;
4. For an accounting of all proceeds received by Counterdefendant;
5. For general damages in an amount in excess of \$10,000.00;
6. For punitive damages in an amount in excess of \$10,000.00;
7. For the imposition of a constructive trust on the Dayton property and any other misappropriated opportunities or ventures;
8. For declaratory relief;
9. For such further relief as the court deems just and proper, including attorney's fees, costs, and interest.

Dated this 6th day of December 2005.

  
JOHN M. NETZORG, ESQ.  
State Bar No. 1335  
2810 W. Charleston Boulevard, #81  
Las Vegas, Nevada 89102  
Attorney for KOROGHLI/SADRI

RECEIPT OF COPY

RECEIPT OF COPY of the foregoing Answer and Counterclaim is acknowledged this

6 day of December 2005.



JOHN PETER LEE, ESQ.  
JOHN PETER LEE, LTD.

Nevada Bar No. 1768  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
Attorney for Plaintiff/Counterdefendant

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# EXHIBIT 6

ORIGINAL

FILED

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*Shirley A. Roush*  
CLERK

1 RPLY  
2 JOHN PETER LEE, LTD.  
3 JOHN PETER LEE, ESQ.  
4 Nevada Bar No. 001768  
5 830 Las Vegas Boulevard South  
6 Las Vegas, Nevada 89101  
7 (702) 382-4044 Fax: (702) 383-9950  
8 Attorneys for Plaintiff/Counterdefendant

DISTRICT COURT

CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDIAN JAZI, )

10 Plaintiff, )

11 v. )

12 RAY KOROGHLI, individually, FARIBORZ FRED )  
13 SADRI, individually, and as Trustee of the Star )  
14 Living Trust, WENDOVER PROJECT, LLC, a )  
15 Nevada limited liability company; BIG SPRING )  
16 RANCH, LLC, a Nevada limited liability company, )  
17 and NEVADA LAND AND WATER )  
18 RESOURCES, LLC, a Nevada limited liability )  
19 company, )

20 Defendants. )

21 RAY KOROGHLI, individually and FARIBORZ )  
22 FRED SADRI, individually, )

23 Counterclaimants, )

24 v. )

25 GHOLAMREZ ZANDIAN JAZI, )

26 Counterdefendant. )

27 WENDOVER PROJECT, LLC, )

28 Counterclaimant, )

29 v. )

30 GHOLAMREZ ZANDIAN JAZI, )

31 Counterdefendant. )

CASE NO.: A511131  
DEPT. NO.: XIII

REPLY TO COUNTERCLAIM  
OF WENDOVER PROJECT, LLC  
AND COUNTERCLAIM  
AGAINST WENDOVER  
PROJECT, LLC

DATE: N/A  
TIME: N/A

RECEIVED

MAY 09 2006

COUNTY CLERK

JOHN PETER LEE, LTD.

ATTORNEYS AT LAW

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1 GHOLAMREZ ZANDIAN JAZI,  
2 Counterclaimant,  
3 v.  
4 WENDOVER PROJECT, LLC,  
5 Counterdefendant,

6 1334.022860-JLR

7 COMES NOW the Plaintiff and Counterdefendant, Gholamreza Zandian Jazi ("Zandian"),  
8 by and through his counsel, John Peter Lee, Ltd., and for and a Reply the Counterclaim of Wendover  
9 Project, LLC, alleges as follows:

10 **FIRST DEFENSE**

- 11 1. The Counterclaim fails to state facts upon which relief can be granted.

12 **SECOND DEFENSE**

13 2. The Counterclaim is not responsive to the assertions made in the Complaint, but  
14 rather makes irrelevant assertions against the Plaintiff/Counterdefendant, which are not and cannot  
15 be the subject of any contractual matters existing between him and the answering  
16 Defendant/Counterclaimant Wendover Project, LLC.

17 **THIRD DEFENSE**

18 3. Plaintiff/Counterdefendant admits that he is a resident of the State of California, but  
19 denies all the remaining allegations of the Counterclaim as being totally irrelevant, immaterial and  
20 not binding upon the Plaintiff/Counterdefendant.

21 4. Specifically this Counterdefendant denies that as a matter of fact the agreements  
22 referred to in the Counterclaim were "rescinded" and denies further that the LLC had the authority  
23 to transfer the "rescinded interest" of the Plaintiff/Counterdefendant to the other investors pro rata  
24 and that, if such was accomplished, it was accomplished in violation of the Operating Agreement  
25 and the Articles of formation of the LLC and was contrary to the laws of the State of Nevada and  
26 accordingly the action of the LLC, if in fact undertaken, is without force and authority and are  
27 evidence of the wrongdoing of the individual Defendants.

28 ...

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**DEFENSE TO THE FIRST COUNTERCLAIM FOR RELIEF**

5. Plaintiff/Counterdefendant repeats the allegations set forth in Paragraphs 1 through 3 above made in response to the provisions of Paragraph 11.

6. Plaintiff/Counterdefendant denies the allegations of Paragraphs 12, 13, 14, 15, 16 and 17 of the First Counterclaim for Relief.

**DEFENSE TO THE SECOND COUNTERCLAIM FOR RELIEF**

7. Plaintiff/Counterdefendant repeats the allegations set forth in Paragraphs 1 through 6 above made in response to the provisions of Paragraph 18.

8. Plaintiff/Counterdefendant denies the allegations of Paragraphs 19, 20, 21, 22, 23, 24, 25 and 26 of the Second Counterclaim for Relief.

**DEFENSE TO THE THIRD COUNTERCLAIM FOR RELIEF**

9. Plaintiff/Counterdefendant repeats the allegations set forth in Paragraphs 1 through 8 above made in response to the provisions of Paragraph 27.

10. Plaintiff/Counterdefendant denies the allegations of Paragraphs 28, 29 and 30 of the Third Counterclaim for Relief.

**DEFENSE TO THE FOURTH COUNTERCLAIM FOR RELIEF**

11. Plaintiff/Counterdefendant repeats the allegations set forth in Paragraphs 1 through 10 above made in response to the provisions of Paragraph 31.

12. Plaintiff/Counterdefendant denies the allegations of Paragraphs 32, 33 and 34 of the Fourth Counterclaim for Relief.

**DEFENSE TO THE FIFTH COUNTERCLAIM FOR RELIEF**

13. Plaintiff/Counterdefendant repeats the allegations set forth in Paragraphs 1 through 12 above made in response to the provisions of Paragraph 35.

14. Plaintiff/Counterdefendant denies the allegations of Paragraphs 36, 37 and 38 of the Fifth Counterclaim for Relief.

**DEFENSE TO THE SIXTH COUNTERCLAIM FOR RELIEF**

15. Plaintiff/Counterdefendant repeats the allegations set forth in Paragraphs 1 through 14 above made in response to the provisions of Paragraph 39.

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1           16. Plaintiff/Counterdefendant denies the allegations of Paragraphs 40, 40 {sic}, 41, 42,  
2 43 and 44 of the Sixth Counterclaim for Relief.

3                           **DEFENSE TO THE SEVENTH COUNTERCLAIM FOR RELIEF**

4           17. Plaintiff/Counterdefendant repeats the allegations set forth in Paragraphs 1 through  
5 16 above made in response to the provisions of Paragraph 45.

6           18. Plaintiff/Counterdefendant denies the allegations of Paragraphs 46, 47 and 48 of the  
7 Seventh Counterclaim for Relief.

8                           **ATTORNEYS FEES**

9           The Plaintiff/Counterdefendant is entitled to his fees and costs in connection with this case,  
10 incurred prior to and subsequent to the filing of the Counterclaim in this action.

11           WHEREFORE, the Plaintiff/Counterdefendant prays that the Defendant/Counterclaimant  
12 Wendover Project, LLC be allowed no relief whatsoever and that the Plaintiff/Counterdefendant be  
13 entitled to and granted the relief requested by him in his Complaint, together with his attorneys fees  
14 and costs.

15                           **COUNTERCLAIM TO THE COUNTERCLAIM**  
16                           **OF WENDOVER PROJECT, LLC**

17           COMES NOW the Plaintiff/Counterdefendant/Counterclaimant Gholamreza Zandian Jazi  
18 for an as a Counterclaim against Wendover Project, LLC asserts as follows:

19           1. The Plaintiff/Counterdefendant/Counterclaimant holds a valid, existing and Member  
20 and Manager's right in Wendover Project, LLC, a Nevada limited liability company.

21           2. The Defendant/Counterclaimant Wendover Project, LLC has assertedly through the  
22 other Managers and Members attempted to harm, injure and terminate the  
23 Plaintiff/Counterdefendant/Counterclaimant and terminate his rights as a Member and as a Manager  
24 of Wendover Project, LLC, all of which was done improperly without authority and in contravention  
25 of the Plaintiff/Counterdefendant/Counterclaimant's rights all to his damage in a sum not as yet  
26 determined because the Defendants, and each of them, have failed and refused to account to the  
27 Plaintiff/Counterdefendant/Counterclaimant for monies, cash and other assets received during the  
28

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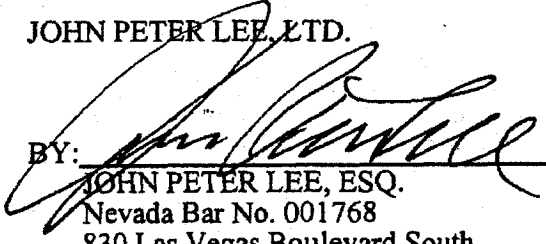
course of the administration of the affairs of the Defendants, and particularly the Defendant/Counterclaimant/Counterdefendant Wendover Project, LLC.

**ATTORNEYS FEES**

The Plaintiff/Counterdefendant/Counterclaimant is entitled to his fees and costs in connection with this case, both prior to and subsequent to the filing of the Counterclaim in this action.

WHEREFORE, the Plaintiff/Counterdefendant/Counterclaimant prays that the Defendant/Counterclaimant/Counterdefendant Wendover Project, LLC be allowed no relief whatsoever and that the Plaintiff/Counterdefendant be entitled to and granted the relief requested by him in his Complaint and in this Counterclaim.

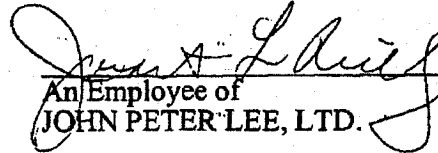
DATED this 9th day of May, 2006.

JOHN PETER LEE, LTD.  
  
BY: \_\_\_\_\_  
JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
Ph: (702) 382-4044/Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant/  
Counterclaimant

1 CERTIFICATE OF MAILING

2 I HEREBY CERTIFY that I am an employee of John Peter Lee, Ltd. and that on the 9th day  
3 of May, 2006, pursuant to the amendment of the Eighth Judicial District Court Rule 7.26, I served  
4 by enclosing it in a sealed envelope upon which first class postage was fully prepaid, a copy of the  
5 foregoing REPLY TO COUNTERCLAIM OF WENDOVER PROJECT, LLC AND  
6 COUNTERCLAIM AGAINST WENDOVER PROJECT, LLC in the above captioned matter to the  
7 following:

8 John M. Netzorg, Esq.  
9 2810 West Charleston Boulevard, #81  
10 Las Vegas, Nevada 89102  
11 Attorneys for Defendants,  
12 Ray Koroghli, Fariborz Fred Sadri

13   
14 An Employee of  
15 JOHN PETER LEE, LTD.

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# EXHIBIT 7



1 ANAC  
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 89101-6723  
5 Ph: (702) 382-4044 Fax: (702) 383-9950  
e-mail: [info@johnpeterlee.com](mailto:info@johnpeterlee.com)  
6 Attorneys for Plaintiffs

*Clark*  
CLERK OF THE COURT

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FILED

7  
8 DISTRICT COURT  
9 CLARK COUNTY, NEVADA

10 GHOLAMREZA ZANDIAN JAZI; GOLD  
11 CANYON DEVELOPMENT, LLC., a  
Nevada Limited Liability Company,

CASE NO.: A541078  
DEPT. NO.: 11

**BUSINESS COURT REQUESTED**

12 Plaintiffs,

13 vs.

**EXEMPTION FROM  
ARBITRATION  
(ACTION IN EQUITY SEEKING  
INJUNCTIVE RELIEF)**

14  
15 NEVADA LAND and RESOURCE COMPANY  
16 LLC., a Nevada Limited Liability Company;  
ELIAS ABRISHAMI; GLOBAL FUNDING  
17 GROUP, LLC a California Limited Liability  
Company; and DOES 1-100, inclusive,

18 Defendants.

19  
20 1334.022860 sy

**AMENDED COMPLAINT AS TO ELIAS ABRISHAMI AND  
GLOBAL FUNDING GROUP, LLC**

21  
22 COME NOW the Plaintiffs, Gholamreza Zandian Jazi ("Zandian") and Gold Canyon  
23 Development, LLC, a Nevada Limited Liability Company ("Gold Canyon") by and through their  
24 counsel, John Peter Lee, Ltd., and as and for their Amended Complaint as to Elias Abrishami and  
25 Global Funding, LLC, and each of them, allege as follows:

26 **FIRST CAUSE OF ACTION**

27 **(Breach of Contract Against Nevada Land and Resource Company and does I-100)**

- 28
1. Plaintiff Zandian is an individual and a resident of the State of California.
  2. Plaintiff Gold Canyon is a Nevada Limited Liability Company.

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JOHN PETER LEE, LTD.  
ATTORNEY AT LAW

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1           3.           Defendant Nevada Land and Resource Company ("NLRC") is a Nevada Limited  
2 Liability Company.

3           4.           DOES 1-100 are other individuals or entities whose identities are presently unknown  
4 to Plaintiffs but are responsible in some manner for the allegations herein. Plaintiffs will substitute  
5 the true names when ascertained.

6           5.           Zandian is a member of Gold Canyon and brings this action in the right of Gold  
7 Canyon as a derivative action pursuant to NRS 86.483. Zandian could not gain the cooperation of  
8 the other members in the initiation of this action.

9           6.           Gold Canyon purchased certain property located in Lyon and Storey counties from  
10 NLRC as set forth in the legal descriptions attached as Exhibit "1." ("the property"). As part of the  
11 transaction NLRC promised to credit to Zandian the amounts of \$350,000, and \$99,000 for  
12 consulting fees.

13           7.           NLRC has failed to credit these amounts towards the purchase price and has instead  
14 recorded a Notice of Trustee's Sale. (Exhibit "2").

15           8.           Defendant is in breach of the agreement with Zandian by failing to credit the amounts  
16 stated above, towards the purchase of the property.

17           9.           Plaintiffs have been damaged in a sum in excess of \$10,000 and have been required  
18 to retain the services of John Peter Lee, Ltd., and are entitled to fees for said services.

19   **SECOND CAUSE OF ACTION**

20                                   **(For TRO and Injunction Against Nevada Land and Resource**  
21                                   **Company, Global Funding and Does 1-100)**

22           10.           Plaintiffs repeat and reallege each and every allegation contained in paragraphs 1  
23 through 9 as though fully set forth herein.

24           11.           Plaintiffs gave a Deed of Trust as security for the purchase of the property.

25           12.           Defendant Global Funding Group, LLC ("Global Funding") is a California Limited  
26 Liability Company and on information and belief has entered into an agreement to purchase from  
27 NLRC the Note secured by the Deed of Trust.

28           13.           The Trustee of the Deed of Trust recorded a Notice of Trustee's Sale and scheduled

1 a foreclosure sale for May 22, 2007, and then continued the sale.

2 14. The Plaintiffs have no adequate remedy at law for the harm which will be done by  
3 Defendants selling the property at a foreclosure sale as the Plaintiffs will lose entitlement to the  
4 property because Defendant has wrongfully failed to apply the aforementioned credit toward the  
5 balance due on the note.

6 15. Plaintiffs will suffer irreparable harm, damage and injury unless the foreclosure and  
7 conduct of the Defendants above described and complained of are enjoined.

8 16. Plaintiffs seek a Temporary Restraining Order and Preliminary Injunction enjoining  
9 Defendants from foreclosure of the subject property.

10 **THIRD CAUSE OF ACTION**

11 **(Breach of Contract Against Defendant Elias Abrishami)**

12 17. Defendant Elias Abrishami ("Abrishami") is a member of Gold Canyon  
13 Development, LLC.

14 18. Zandian, Abrishami, and Abrishami's son, Rafi Abrishami, each as managing  
15 members, formed Gold Canyon Development LLC pursuant to a written Operating Agreement dated  
16 November 10, 2004. The purpose of the LLC was to purchase the raw land in Lyon and Storey  
17 counties described in Exhibit "1." Zandian and Abrishami were to equally split any profits from this  
18 investment.

19 19. Zandian located the property and negotiated its price. The parties agreed that  
20 Abrishami would provide all funds for the purchase of the property and would make all payments  
21 on the purchase note as they came due.

22 20. Abrishami has breached the agreement with Zandian by refusing to make payments  
23 on the note as they come due. The property is in foreclosure and Zandian will lose his interest in the  
24 property by reason of Abrishami's breach.

25 21. Abrishami has also encumbered the property without the consent of Zandian and has  
26 failed to account for the funds borrowed.

27 22. Plaintiffs have been damaged in a sum in excess of \$10,000 and have been required  
28 to retain the services of John Peter Lee, Ltd., and are entitled to fees for said services.

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1 FOURTH CAUSE OF ACTION

2 **(Conspiracy Against Defendants Abrishami, Global Funding and NLRC)**

3 23. Plaintiffs repeat and reallege each and every allegation contained in paragraphs 1  
4 through 22, as though fully set forth herein.

5 24. Defendants Abrishami, Global Funding and NLRC have acted in concert in an  
6 attempt to accomplish an unlawful objective for the purpose of harming Plaintiffs.

7 25. Defendants' actions include conspiring with one another to exclude Zandian from his  
8 interest in the property by letting the property go to foreclosure sale, thus attempting to remove  
9 Zandian as a title holder to the property; and negotiating directly with each other for the purpose of  
10 selling NLRC's note directly to Abrishami and Global Funding to deprive Zandian of any interest  
11 in the property.

12 26. Plaintiffs have been damaged as a result of Defendants' conspiracy in a sum in excess  
13 of \$10,000 and have been required to retain the services of John Peter Lee, Ltd., and are entitled to  
14 fees for said services.

15 WHEREFORE, Plaintiffs pray for judgment as follows:

16 1. That a Temporary Restraining Order be issued restraining Defendants Nevada Land  
17 and Resource Company, Global Funding and their agents, servants, and employees from conducting  
18 the foreclosure sale threatened by the Defendants as alleged in this Complaint until a hearing is had  
19 on the Plaintiffs' application for a Preliminary Injunction;

20 2. For a Preliminary Injunction enjoining Defendants, Nevada Land and Resource  
21 Company, Global Funding and their agents, servants and employees from conducting the foreclosure  
22 sale referenced in this Complaint during the pendency of this action, and that on the final hearing,  
23 the Defendants, their servants, agents and employees be permanently enjoined from foreclosing on  
24 the property pursuant to the Deed of Trust described herein;

25 ///

26 ///

27 ///

28 ///

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3. That Plaintiffs have judgment against each of the Defendants in a sum in excess of \$10,000;

4. That Plaintiffs be awarded their costs, expenses, attorneys fees and such other and further relief as is just and proper.

Dated this 15 day of June, 2007.

JOHN PETER LEE, LTD.

  
JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
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Ph: (702) 382-4044 Fax: (702) 383-9950  
e-mail: [info@johnpeterlee.com](mailto:info@johnpeterlee.com)  
Attorneys for Plaintiffs

# EXHIBIT 1

ATTC  
830 LAS VEGAS  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

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EXHIBIT A

PARCEL ONE

Section 23, Township 16 North, Range 21 East, M.D.M., North 1/2 of Northwest 1/4 of Southwest 1/4 of Northwest 1/4; and West 1/2 of Southwest 1/4.

NOTE (NRS 111.312): The above metes and bounds description appeared previously in that certain instrument, recorded in the Office of the County recorder of Lyon County, Nevada, on January 8, 1990, as Document No. 130231, of Official Records.

PARCEL TWO

Section 1, Township 17 North, Range 22 East:  
All that portion of section lying within the boundaries of Lyon County.

PARCEL THREE

Section 31, Township 18 North, Range 23 East:  
All that portion of section lying within the boundaries of Lyon County

PARCEL FOUR

Section 19, Township 17 North, Range 24 East:  
All that portion of section lying within the boundaries of Lyon County.  
Assessor's Parcel Numbers are: 016-151-14; 015-311-07; 015-021-01 and 015-551-01.

**AFFIRMATION**  
Pursuant to NRS 239B.030  
The undersigned does hereby affirm that the preceding  
NOTICE LIS OGDEN'S  
filed in District Court case number NEW  
**DOES NOT** contain the social security number of any person.  
[Signature] Date 5/11/07

JOHN PETER & TD.

ATTORNEY AT LAW  
830 LAS VEGAS BOULEVARD SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

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EXHIBIT A

PARCEL ONE

That portion of Section 31, Township 18 North, Range 23 East, M.D.B. & M., that lies within the boundaries of Storey, County, State of Nevada.

PARCEL TWO

That portion of Section 1, Township 17 North, Range 22 East, M.D.B. & M., that lies within the boundaries of Storey County, State of Nevada

Assessor's Parcel Numbers: 04-291-02 and 04-181-02

**AFFIRMATION**

Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding

NILS PEDDENS

Filed in District Court case number NEW

**DOES NOT** contain the social security number of any person.

[Signature] Date 5/4/07



# EXHIBIT 2

A. P. No. 016-151-14, 015-311-07,  
015-021-01, 015-551-01  
No. 5848-FCL

When recorded mail to:

**WESTERN TITLE COMPANY, INC.**  
P.O. Box 3058  
Reno, Nevada 89505

NOTICE OF TRUSTEE'S SALE

WHEREAS, NEVADA LAND AND RESOURCE COMPANY, LLC, a Nevada limited liability company, is the owner and holder of that certain obligation secured by Deed of Trust dated November 23, 2004, executed by GOLD CANYON DEVELOPMENT, LLC, a Nevada limited liability company, Trustor, to WESTERN TITLE COMPANY, INC., a Nevada corporation, Trustee for NEVADA LAND AND RESOURCE COMPANY, LLC, a Nevada limited liability company, Beneficiary, which Deed of Trust was recorded November 29, 2004, as Document No. 336828, Official Records, Lyon County, Nevada; and

WHEREAS, the above-described note is further secured by that certain Deed of Trust recorded November 29, 2004, as Document No. 099315, Official Records, Storey County, Nevada; and

WHEREAS, the Promissory Note secured by the above-described Deed of Trust was amended and restated as evidenced by that certain Amended and Restated Promissory Note dated January 25, 2006, and executed by GOLD CANYON DEVELOPMENT, LLC, as Maker and NEVADA LAND AND RESOURCE COMPANY, LLC, as Holder; and

WHEREAS, default has been made by said Trustor in the payment of the debt evidenced by the Promissory Note for which said Deed of Trust is security, and the said NEVADA LAND AND RESOURCE COMPANY, LLC, did cause Notice of Default and Election To Sell under said Deed of Trust to be recorded January 10, 2007, as Document No. 398595, Official Records, Lyon County, Nevada; and

WHEREAS, NEVADA LAND AND RESOURCE COMPANY, LLC, has made demand upon said Trustee that said Trustee proceed to sell the land and premises described in said Deed of Trust;

WESTERN TITLE

NOW, THEREFORE, pursuant to said demand, and in accordance with the terms and under the authority of said Deed of Trust, said WESTERN TITLE COMPANY, INC., as such Trustee, does hereby give notice that on the 15th day of May, 2007, at the hour of 11:00 o'clock A.M. on said day, at the steps of the Lyon County Courthouse, 31 S. Main Street, Yerington, Nevada, said Trustee will sell at public auction to the highest bidder, for current lawful money of the United States of America, all that certain real property situate in the County of Lyon, State of Nevada, that is described as follows:

PARCEL 1:

Section 23, Township 16 North, Range 21 East, M.D.M., North 1/2 of Northwest 1/4 of Southwest 1/4 of Northwest 1/4; and West 1/2 of Southwest 1/4.

NOTE (NRS 111.312): The above metes and bounds description appeared previously in that certain instrument, recorded in the office of the County Recorder of Lyon County, Nevada, on January 8, 1990, as Document No. 130231, of Official Records.

PARCEL 2:

Section 1, Township 17 North, Range 22 East:

All that portion of section lying within the boundaries of Lyon County.

PARCEL 3:

Section 31, Township 18 North, Range 23 East:

All that portion of section lying within the boundaries of Lyon County.

PARCEL 4:

Section 19, Township 17 North, Range 24 East:

All that portion of section lying within the boundaries of Lyon County.

TOGETHER WITH the improvements thereon and all and singular the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

The Assessor's Parcel Numbers are: 016-151-14, 015-311-07, 015-021-01 and 015-551-01.

The current outstanding principal balance is approximately \$962,701.60, which is owed together with interest, late charges, advances, interest on advances, foreclosure fees and costs, and other expenses or costs not herein disclosed.

The opening bid amount may be more or less than the outstanding principal balance as indicated.

The undersigned disclaims any liability for the accuracy of the above-described address, APN, or principal balance. Verification of such information can be requested during normal business hours at the office of the Trustee, whose address is: 241 Ridge Street, Reno, Nevada 89501, Telephone No. (775) 7176.

This property is sold as-is. Beneficiary is unable to validate the condition, defects or disclosure issues of said property and Buyer shall waive the disclosure requirements under NRS 113.130 by purchasing at this sale.

DATED: 4-16, 2007.

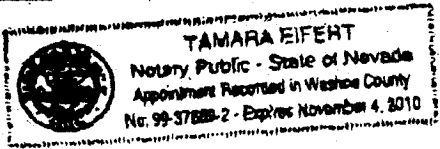
WESTERN TITLE COMPANY, INC.

By: [Signature]  
JOY M. TACHIOF  
FORECLOSURE OFFICER  
Its: \_\_\_\_\_

STATE OF NEVADA )  
                          ) ss  
COUNTY OF WASHOE )

This instrument was acknowledged before me on 4-16, 2007, by JOY M. TACHIOF, as FORECLOSURE OFFICER of WESTERN TITLE COMPANY, INC.

[Signature]  
Notary Public



A. P. No. 04-291-02 & 04-181-02  
No. 5849-FCL

When recorded mail to:

**WESTERN TITLE COMPANY, INC.**  
**P.O. Box 8050**  
**Reno, Nevada 89505**

NOTICE OF TRUSTEE'S SALE

WHEREAS, NEVADA LAND AND RESOURCE COMPANY, LLC, a Nevada limited liability company, is the owner and holder of that certain obligation secured by Deed of Trust dated November 23, 2004, executed by GOLD CANYON DEVELOPMENT, LLC, a Nevada limited liability company, Trustor, to WESTERN TITLE COMPANY, INC., a Nevada corporation, Trustee for NEVADA LAND AND RESOURCE COMPANY, LLC, a Nevada limited liability company, Beneficiary, which Deed of Trust was recorded November 29, 2004, as Document No. 099315, Official Records, Storey County, Nevada; and

WHEREAS, the above-described note is further secured by that certain Deed of Trust recorded November 29, 2004, as Document No. 336828, Official Records, Lyon County, Nevada; and

WHEREAS, the Promissory Note secured by the above-described Deed of Trust was amended and restated as evidenced by that certain Amended and Restated Promissory Note dated January 25, 2006, and executed by GOLD CANYON DEVELOPMENT, LLC, as Maker and NEVADA LAND AND RESOURCE COMPANY, LLC, as Holder; and

WHEREAS, default has been made by said Trustor in the payment of the debt evidenced by the Promissory Note for which said Deed of Trust is security, and the said NEVADA LAND AND RESOURCE COMPANY, LLC, did cause Notice of Default and Election To Sell under said Deed of Trust to be recorded January 10, 2007, as Document No. 105738, Official Records, Storey County, Nevada; and

WHEREAS, NEVADA LAND AND RESOURCE COMPANY, LLC, has made demand upon said Trustee that said Trustee proceed to sell the land and premises described in said Deed of Trust;

NOW, THEREFORE, pursuant to said demand, and in accordance with the terms and under the authority of said Deed of Trust,

---

LAW OFFICES OF JUDITH A. OTTO, LTD. ♦ 1610 MONTCLAIR AVENUE, SUITE B ♦ RENO, NEVADA 89509

said WESTERN TITLE COMPANY, INC., as such Trustee, does hereby give notice that on the 15th day of May, 2007, at the hour of 11:00 o'clock A.M. on said day, at the steps of the Virginia City Courthouse, 26 South B Street, Virginia City, Nevada, said Trustee will sell at public auction to the highest bidder, for current lawful money of the United States of America, all that certain real property situate in the County of Storey, State of Nevada, that is described as follows:

PARCEL ONE:

That portion of Section 31, Township 18 North, Range 23 East, M.D.B.&M., that lies within the boundaries of Storey County, State of Nevada.

PARCEL TWO:

That portion of Section 1, Township 17 North, Range 22 East, M.D.B.&M., that lies within the boundaries of Storey County, State of Nevada.

TOGETHER WITH the improvements thereon and all and singular the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

The Assessor's Parcel Numbers are: 04-291-02 & 04-181-02.

The current outstanding principal balance is approximately \$240,675.40, which is owed together with interest, late charges, advances, interest on advances, foreclosure fees and costs, and other expenses or costs not herein disclosed.

The opening bid amount may be more or less than the outstanding principal balance as indicated.

The undersigned disclaims any liability for the accuracy of the above-described address, APN, or principal balance. Verification of such information can be requested during normal business hours at the office of the Trustee, whose address is: 241 Ridge Street, Reno, Nevada 89501, Telephone No. (775) 7176.

This property is sold as-is. Beneficiary is unable to validate the condition, defects or disclosure issues of said

Lyon /Storey Purchase

Due At Closing	1,072,000
Additional advance opaid at closing as interest	-8966.89
Net Total at closing	1,063,033
Interest until December 31,2004	6523.52
Total due december 31,2004	1,069,557
interest until March 25,2005	17230.12
Total March 25,2005	1,086,787
Interest and principal paid March,25,2005	-132,236.56
Total due March 25,2005	954,550
Interest until January 25,2006	55,833.30
Total due January 25,2006	1,010,383
Interest and principal paid January 25,2006	-190,057
Net due January 25,2006	820,326
Interest until April 1,2006 @ 8%	11,686.35
Total due April 1,2006	832,013
interest and principal paid April 1,2006	-17,144
Total due April 1,2006	814,869
Interest until December 31,2006	48,936.40
Total payable December 31,2006	863,805

# EXHIBIT 8



Hale Lane Peek De on and Howard  
3930 Howard Hughes Parkway, Fourth Floor  
Las Vegas, Nevada 89169

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ANS  
J. Stephen Peek, Esq.  
Nevada Bar No. 1758  
Patricia C. Halstead, Esquire  
Nevada Bar No. 6668  
Hale Lane Peek Dennison and Howard  
3930 Howard Hughes Parkway, Fourth Floor  
Las Vegas, Nevada 89169  
Phone: (702) 222-2500  
Facsimile: (702) 365-6940

RECEIVED  
JUN 21 2007  
JOHN PETER LEE, LTD.

*Attorneys for Defendant Elias Abrishami*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

GHOLAMREZA ZANDIAN JAZI, GOLD  
CANYON DEVELOPMENT, LLC, a Nevada  
Limited Liability Company,

Case No.: A541078  
Dept. No.: XI

Plaintiff,

**ANSWER TO SECOND AMENDED  
COMPLAINT AND COUNTERCLAIM  
FOR DISSOLUTION**

vs.

NEVADA LAND AND RESOURCE  
COMPANY, LLC, a Nevada Limited Liability  
Company; ELIAS ABRISHAMI; and DOES 1-  
100, inclusive,

Defendants.

Defendant Elias Abrishami ("Defendant") hereby responds to Plaintiffs' Gholamreza Zandian Jazi's and Gold Canyon Development, LLC's (collectively "Plaintiffs") First Amended Complaint, filed May 18, 2007, as follows:

FIRST CAUSE OF ACTION

(Breach of Contract Against Nevada Land Resources Company and Does 1-100)

1. Defendant admits the allegations in paragraph 1 of Plaintiffs' First Amended Complaint.
2. Defendant admits the allegations in paragraph 2 of Plaintiffs' First Amended Complaint.
3. Defendant admits the allegations in paragraph 3 of Plaintiffs' First Amended

1 Complaint.

2 4. Defendant denies the allegations in paragraph 4 of Plaintiff's Complaint.

3 5. In response to paragraph 5 of Plaintiffs' First Amended Complaint, Defendant  
4 admits that Zandian is a member of Gold Canyon Development, LLC ("Gold Canyon") but  
5 denies the remainder of the allegations.

6 6. In response to paragraph 6 of Plaintiffs' First Amended Complaint, Defendant  
7 states that the allegations therein are not directed at him and, therefore, is without information  
8 and belief as to their truth or falsity and denies the same.

9 7. Defendant admits the allegations in paragraph 7 of Plaintiffs' First Amended  
10 Complaint

11 8. In response to paragraph 8 of Plaintiffs' First Amended Complaint, Defendant  
12 states that the allegations therein are not directed at him and, therefore, Defendant provides no  
13 response to the same.

14 9. In response to paragraph 9 of Plaintiffs' First Amended Complaint, Defendant  
15 states that the allegations therein are not directed at him and, therefore, is without information  
16 and belief as to their truth or falsity and denies the same.

17 SECOND CAUSE OF ACTION

18 (TRO and Injunction Against Nevada Land Resources Company and Does 1-100)

19 10. In response to paragraph 10 of Plaintiffs' First Amended Complaint, Defendant  
20 restates its responses to paragraphs 1 through 9 as though fully set forth herein.

21 11. In response to paragraph 11 of Plaintiffs' First Amended Complaint, Defendant  
22 states that the allegations therein are not directed at him and, therefore, is without information  
23 and belief as to their truth or falsity and denies the same.

24 12. In response to paragraph 12 of Plaintiffs' First Amended Complaint, Defendant  
25 states that the allegations therein are not directed at him and, therefore, is without information  
26 and belief as to their truth or falsity and denies the same.

27 13. In response to paragraph 13 of Plaintiffs' First Amended Complaint, Defendant  
28 states that the allegations therein are not directed at him and, therefore, is without information

Hale Lane Peek De on and Howard  
3930 Howard Hughes i ...kway, Fourth Floor  
Las Vegas, Nevada 89169

1 and belief as to their truth or falsity and denies the same.

2 14. In response to paragraph 14 of Plaintiffs' First Amended Complaint, Defendant  
3 states that the allegations therein are not directed at him and, therefore, is without information  
4 and belief as to their truth or falsity and denies the same.

5 15. In response to paragraph 15 of Plaintiffs' First Amended Complaint, Defendant  
6 states that the allegations therein are not directed at him and, therefore, is without information  
7 and belief as to their truth or falsity and denies the same.

8 THIRD CAUSE OF ACTION

9 (Breach of Contract Against Defendant Elias Arbrishami)

10 16. In response to paragraph 16 of Plaintiffs' First Amended Complaint, Defendant  
11 restates its responses to paragraphs 1 through 15 as though fully set forth herein.

12 17. Defendant admits the allegations regarding formation of Gold Canyon and denies  
13 the remaining allegations in paragraph 17 of Plaintiffs' First Amended Complaint.

14 18. Defendant denies the allegations in paragraph 18 of Plaintiffs' First Amended  
15 Complaint.

16 19. Defendant denies the allegations in paragraph 19 of Plaintiffs' First Amended  
17 Complaint.

18 20. Defendant denies the allegations in paragraph 20 of Plaintiffs' First Amended  
19 Complaint.

20 21. Defendant denies the allegations in paragraph 21 of Plaintiffs' First Amended  
21 Complaint.

22 FOURTH CAUSE OF ACTION

23 (Conspiracy Against Defendants Elias Arbrishami and NLRC)

24 22. In response to paragraph 22 of Plaintiffs' First Amended Complaint, Defendant  
25 restates its responses to paragraphs 1 through 21 as though fully set forth herein.

26 23. Defendant denies the allegations in paragraph 23 of Plaintiffs' First Amended  
27 Complaint.

28 24. Defendant denies the allegations in paragraph 24 of Plaintiffs' First Amended

1 Complaint.

2 25. Defendant denies the allegations in paragraph 25 of Plaintiffs' First Amended  
3 Complaint.

4 **AFFIRMATIVE DEFENSES**

5 As and for a separate defense, Defendant alleges the following affirmative defenses:

6 1. Plaintiffs have failed to state a claim against Defendant upon which relief may be  
7 granted.

8 2. The doctrine of unclean hands prevents recovery by Plaintiffs.

9 3. The actions, if any, on behalf of Defendant as alleged in Plaintiffs' First Amended  
10 Complaint, were reasonably necessary to protect Defendant's legitimate property interest.

11 4. Defendant alleges that at all times relevant hereto, the alleged agreement entered  
12 into between the Plaintiff and Defendant would be unenforceable and in violation of the statute of  
13 frauds and, therefore, void.

14 5. Plaintiffs' claims are precluded by reason of Plaintiffs' failure to disclose material  
15 facts in connection with the transaction which is the subject of Plaintiffs' First Amended  
16 Complaint.

17 6. Plaintiffs have failed to mitigate any alleged damages and/or losses claimed to be  
18 been suffered.

19 7. Defendant believed at all times that his actions were lawful, necessary and  
20 justified.

21 8. The allegations in Plaintiffs' First Amended Complaint are unenforceable due to  
22 lack of mutuality.

23 9. The acts alleged to have been wrongfully done by Defendant were in fact,  
24 accomplished by authority of license given to Defendant by Plaintiffs.

25 10. Plaintiffs are estopped from pursuing any claim against Defendant.

26 11. Any alleged contract fails for lack of consideration.

27 12. Plaintiffs have failed to plead with sufficient specificity to provide adequate  
28 notice to Defendant of Plaintiffs' claims.

- 1           13. Plaintiffs have waived any right of recovery, if any, from Defendant.
- 2           14. Plaintiffs' claims are subject to arbitration.
- 3           15. Plaintiffs are precluded from asserting their claims by reason of substantial and  
4 material breach, excusing Defendant's performance, if any.
- 5           16. Plaintiff has no right to bring a derivative action on behalf of Nevada Land and  
6 Resource Company, LLC.
- 7           17. There was no consideration for the contract that Plaintiffs claim to have been  
8 breached.
- 9           18. Pursuant to the provisions of Rule 11 of the Rules of Civil Procedure, at the time  
10 of the filing of Defendant's Response, all possible affirmative defenses may not have alleged  
11 inasmuch as insufficient facts and other relevant information may not have been available after  
12 reasonable inquiry, and therefore, Defendant reserves the right to amend this Response to allege  
13 affirmative defenses if subsequent investigation warrants the same.

#### COUNTERCLAIM

15           Counterclaimant, Elias Abrishami ("Counterclaimant"), avers and alleges against  
16 Counterdefendant Gholamreza Zandian Jazi ("Counterdefendant") as follows:

- 17           1. Counterclaimant is a California resident.
- 18           2. Counterdefendant is a California resident.
- 19           3. Gold Canyon Development, LLC ("Gold Canyon") is a Nevada limited liability  
20 company, the members of which include Counterclaimant, Counterdefendant, and  
21 Counterclaimant's son, Rafi Abrishami, each of which also serve as the managing members.

#### FIRST CLAIM FOR RELIEF

23           (Dissolution of Gold Canyon Development LLC)

- 24           4. Counterclaimant realleges each and every allegation set forth in paragraphs 1  
25 through 3 as though fully set forth herein.
- 26           5. As a member of Gold Canyon, Counterclaimant has standing to seek its  
27 dissolution, which Counterclaimant seeks in accordance with NRS 86.495.
- 28           6. Dissolution of Gold Canyon is necessary due to the inability of its membership to

Hale Lane Peek Dennison and Howard  
3930 Howard Hughes Parkway, Fourth Floor  
Las Vegas, Nevada 89169

1 effectively manage and operate it as evidenced by the above-captioned lawsuit, as a result of  
2 which it is not reasonably practicable to carry on the business of the company in conformity with  
3 the articles of organization or operating agreement.

4 7. Counterclaimant seeks a decree of dissolution of Gold Canyon Development LLC  
5 and a distribution of any proceeds in accordance with sections 8.4 through 8.6 of Golden Canyon  
6 Development, LLC's Operating Agreement.

7 WHEREFORE, Defendant/Counterclaimant Elias Abrishami demands judgment as follows:

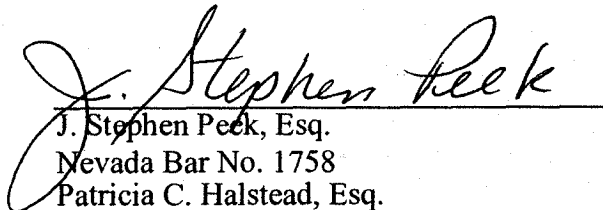
8 1. That Plaintiffs take nothing by way of their First Amended Complaint and that  
9 such be dismissed with prejudice;

10 2. For dissolution of Gold Canyon Development, LLC and distribution of its assets  
11 in accordance with its Operating Agreement;

12 3. For fees and costs; and

13 4. For such other relief as the court deems just and proper.

14 DATED this 20<sup>th</sup> day of June, 2007.

15  
16   
17 J. Stephen Peek, Esq.  
18 Nevada Bar No. 1758  
19 Patricia C. Halstead, Esq.  
20 Nevada Bar No. 6668  
21 Hale Lane Peek Dennison and Howard  
22 3930 Howard Hughes Pkwy, Fourth Floor  
23 Las Vegas, Nevada 89169

24 *Attorneys for Defendant Elias Abrishami*

Hale Lane Peek De  
3930 Howard Hughes Parkway, Fourth Floor  
Las Vegas, Nevada 89169

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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 20<sup>TH</sup> day of June, 2007, a true and correct copy of  
**ANSWER TO SECOND AMENDED COMPLAINT AND COUNTERCLAIM FOR  
DISSOLUTION** was served by placing a copy of the foregoing document in the U.S. Mail,  
postage prepaid, with a courtesy copy of the same also sent via facsimile, addressed to the  
following recipient:

John Peter Lee, Esq.  
John Peter Lee, Ltd.  
830 Las Vegas Blvd. South  
Las Vegas, Nevada, 89101-6723

Facsimile: (702) 383-9950

  
An employee of Hale Lane Peek Dennison and  
Howard

# HALE LANE

ATTORNEYS AT LAW

3930 Howard Hughes Parkway | Fourth Floor | Las Vegas, Nevada 89169  
Telephone (702) 222-2500 | Facsimile (702) 365-6940  
www.halelane.com

RECEIVED  
JUN 20 2007

JOHN PETER LEE, LTD.

## FACSIMILE TRANSMITTAL SHEET

**FROM:** J. Stephen Peek

**DATE:** June 20, 2007

**FILE NO.:** 21899-0001

**NO. OF PAGES W/COVER:** 8

**RE:** Abrishami/Zandian

**SEND TO (NAME/COMPANY)**

**FACSIMILE NO.**

**TELEPHONE NO.**

John Peter Lee

(702) 383-9950

**MESSAGE:**

**RETURN TO:** Tammy Johnson

Answer to Second Amended Complaint and Counterclaim for Dissolution.

HALE LANE PEEK DENNISON AND HOWARD

**CONFIDENTIALITY NOTICE:** The information contained in this facsimile message is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, or as the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this message in error, please immediately notify us by telephone and return the original message to us at the above address via the u.s. postal service. We will gladly reimburse your telephone and postage expenses. Thank you.



IN THE SUPREME COURT OF THE STATE OF NEVADA

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,  
Appellants,  
vs.  
GHOLAMREZA ZANDIAN JAZI,  
Respondent.

No. 49924

**FILED**

SEP 10 2007

JANETTE M. BLOOM  
CLERK OF SUPREME COURT  
BY Alvarado  
DEPUTY CLERK

**SETTLEMENT CONFERENCE PROGRAM**  
**EARLY CASE ASSESSMENT REPORT**

After conducting a premediation conference with counsel pursuant to NRAP 16(b), I make the following recommendation to the court regarding this appeal:

*/x/* This case is appropriate for mediation and a settlement conference will be scheduled or has been scheduled as follows: Tuesday 9-18-07  
in Mr. Lee's office at 9:00 am

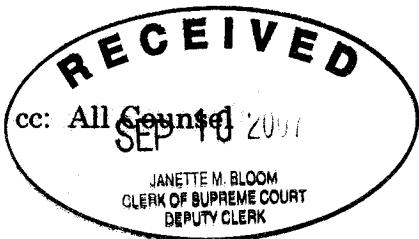
*/ /* This case is not appropriate for mediation and should be removed from the settlement conference program because,

*/ /* There is a potential jurisdictional defect.

*/ /* The parties have presented good cause showing that this appeal is not appropriate for mediation and should proceed to briefing.

*/ /* Other \_\_\_\_\_

*/ /* The premediation conference has not been conducted or is continued because,



Robert F. Saint-Aubin  
Settlement Judge  
ROBERT F. SAINT-AUBIN  
SEPTEMBER 3, 2007

# JOHN PETER LEE, LTD.

ATTORNEYS AT LAW

830 LAS VEGAS BOULEVARD SOUTH

LAS VEGAS, NEVADA 89101

TELEPHONE (702) 382-4044

FACSIMILE (702) 383-9950

E-MAIL: info@johnpeterlee.com

September 18, 2007

**FILED**

SEP 24 2007

Clerk  
Supreme Court of Nevada  
201 South Carson Street, #201  
Carson City, Nevada 89701-4702

JANETTE M. BLOOM  
CLERK OF SUPREME COURT  
BY W. Wasado  
DEPUTY CLERK

Re: Koroghli, et al. v. Jazi  
Supreme Court No.: 49924  
District Court No.: A511131

Dear Sir/Madam:

We have attended mediation of the appeal of Jazi and Koroghli, et al. Robert F. Saint-Aubin appeared as the Mediator. The mediation lasted a good part of the day, and was unsuccessful. There will be a separate report filed with you by Mr. Saint-Aubin.

We ask that the Motion to Dismiss filed in these proceedings by the Respondent be considered by the Court, since mediation will not be effectuated.

Yours truly,

JOHN PETER LEE, LTD.

John Peter Lee, Esq.

JPL/jlr

cc: Client

1334.022860

RECEIVED  
SEP 24 2007

JANETTE M. BLOOM  
CLERK OF SUPREME COURT

07-31036 WEZ1782

IN THE SUPREME COURT OF THE STATE OF NEVADA

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,  
Appellants,  
vs.  
GHOLAMREZA ZANDIAN JAZI,  
Respondent.

No. 49924

**FILED**

OCT 09 2007

JANETTE M. BLOOM  
CLERK OF SUPREME COURT  
BY A. Alvarado  
DEPUTY CLERK

**SETTLEMENT CONFERENCE STATUS REPORT**

A settlement conference was held in this matter on SEPTEMBER 18, 2007, 200    .

I file the following report of the proceedings:

/ / The parties have agreed to a settlement of this matter.

/ / The parties were unable to agree to a settlement of this matter.

/ / The settlement conference is continued as follows:

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Location: \_\_\_\_\_

/ / Other: \_\_\_\_\_

Comments: \_\_\_\_\_

*[Signature]*  
Settlement Judge

- The settlement judge shall file this report with the Supreme Court within 10 days from the date of any settlement conference. See NRAP 16(e)(3).
- A final status report is due within 180 days from assignment date. See NRAP 16(f)(1).
- For cases involving child custody, visitation, relocation or guardianship, a final status report is due within 120 days from the assignment date. See NRAP 16(f)(1).

**RECEIVED**  
OCT 09 2007  
JANETTE M. BLOOM  
CLERK OF SUPREME COURT  
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AT THE TIME OF FILING, THE CLERK'S OFFICE WILL MAIL THIS REPORT AND ANY ATTACHMENTS TO ALL COUNSEL AND TO THE SETTLEMENT JUDGE.

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IN THE SUPREME COURT OF THE STATE OF NEVADA

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,

Supreme Court No.: 49924

District Court No.: A 511131

Appellants,

vs.

GHOLAMREZA ZANDIAN JAZI,

Respondent.

FILED

NOV 08 2007

JANETTE M. BLOOM  
CLERK OF SUPREME COURT  
BY S. Young  
DEPUTY CLERK

1334.023317-JLR

REQUEST FOR WITHDRAWAL OF  
MOTION TO DISMISS APPEAL

JOHN PETER LEE, LTD.  
John Peter Lee, Esq.  
Nevada Bar No. 001768  
Yvette R. Freedman, Esq.  
Nevada Bar No. 009898  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
(702) 382-4044  
Attorneys for Respondent,  
Gholamreza Zandian Jazi

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NOV 08 2007  
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CLERK OF SUPREME COURT  
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COMES NOW Respondent GHOLAMREZA ZANDIAN JAZI, by and through his counsel, John Peter Lee, Ltd., and respectfully requests that the Court permit him to withdraw his MOTION TO DISMISS.

Respondent filed his MOTION TO DISMISS on August 6, 2007. On August 14, 2007 Respondent's counsel received Appellants' OPPOSITION TO MOTION TO DISMISS. On August 20, 2007 Respondent's MOTION FOR LEAVE TO FILE A REPLY IN SUPPORT OF MOTION TO DISMISS was filed with the Court; the Court also received the REPLY. The Court has not acted on Respondent's MOTION TO DISMISS.

It is respectfully requested that Respondent be allowed to withdraw his MOTION TO DISMISS without prejudice and subject to later renewal.

Dated this 7th day of November, 2007.

JOHN PETER LEE, LTD.

BY: 

JOHN PETER LEE, ESQ.

Nevada Bar No. 001768

YVETTE R. FREEDMAN, ESQ.

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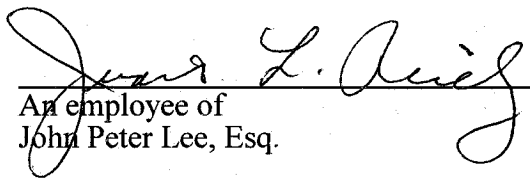
Attorneys for Respondent

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CERTIFICATE OF MAILING

I HEREBY CERTIFY that on the 7th day of November, 2007, I served a copy of the above and foregoing REQUEST FOR WITHDRAWAL OF MOTION TO DISMISS APPEAL upon the appropriate parties hereto, by enclosing it in a sealed envelope, deposited in the United States mail, upon which first class postage was fully prepaid addressed to:

Steven L. Day, Esq.  
Cohen, Johnson & Day  
1060 West Wigwam Parkway  
Henderson, Nevada 89074

  
An employee of  
John Peter Lee, Esq.

**JOHN PETER LEE, LTD.**  
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IN THE SUPREME COURT OF THE STATE OF NEVADA

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,  
Appellants,

vs.

GHOLAMREZA ZANDIAN JAZI,  
Respondent.

No. 49924

**FILED**

**DEC 03 2007**

JANETTE M. BLOOM  
CLERK OF SUPREME COURT  
BY [Signature]  
DEPUTY CLERK

**SETTLEMENT CONFERENCE STATUS REPORT**

A settlement conference was held in this matter on \_\_\_\_\_, 200\_\_.

I file the following report of the proceedings:

// The parties have agreed to a settlement of this matter.

// The parties were unable to agree to a settlement of this matter.

// The settlement conference is continued as follows:

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Location: \_\_\_\_\_

~~/X~~ Other:

THE PARTIES HAVE ADVISED THAT A SETTLEMENT IS IMMINENT AND  
Comments: \_\_\_\_\_

ASKED THAT I REENTER THE FRAY.

[Signature]  
Settlement Judge

- The settlement judge shall file this report with the Supreme Court within 10 days from the date of any settlement conference. See NRAP 16(e)(3).
- A final status report is due within 180 days from assignment date. See NRAP 16(f)(1).
- For cases involving child custody, visitation, relocation or guardianship, a final status report is due within 120 days from the assignment date. See NRAP 16(f)(1).

AT THE TIME OF FILING, THE CLERK'S OFFICE WILL MAIL THIS REPORT AND  
ATTACHMENTS TO ALL COUNSEL AND TO THE SETTLEMENT JUDGE.

**RECEIVED**  
DEC 03 2007  
JANETTE M. BLOOM  
CLERK OF SUPREME COURT  
DEPUTY CLERK

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**IN THE SUPREME COURT OF THE STATE OF NEVADA**

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, )

Supreme Court No.: 49924

District Court No.: A 511131

Appellants,

vs.

GHOLAMREZA ZANDIAN JAZI,

Respondent.

**FILED**

DEC 20 2007

JANETTE M. BLOOM  
CLERK OF SUPREME COURT  
BY S. Young  
DEPUTY CLERK

1334.023317-JLR

**MOTION FOR CONSIDERATION OF  
MOTION TO DISMISS APPEAL**

JOHN PETER LEE, LTD.  
John Peter Lee, Esq.  
Nevada Bar No. 001768  
Yvette R. Freedman, Esq.  
Nevada Bar No. 009898  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
(702) 382-4044  
Attorneys for Respondent,  
Gholamreza Zandian Jazi

**RECEIVED**  
DEC 20 2007  
JANETTE M. BLOOM  
CLERK OF SUPREME COURT  
DEPUTY CLERK

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1 COMES NOW Respondent GHOLAMREZA ZANDIAN JAZI, by and through his counsel,  
2 John Peter Lee, Ltd., and respectfully moves the Court to consider his Motion to Dismiss Appeal  
3 filed herein on the 6th day of August, 2007 , a copy of which is attached without exhibits as Exhibit  
4 "A."

5 This Motion is based upon all of the papers before this Court and upon the further fact that  
6 settlement negotiations were undertaken, and which have not proved fruitful, all as hereinafter  
7 asserted.

8 **STATEMENT OF THE STATUS OF THE APPEAL**

9 On the 27th day of July, 2007, a Notice of Appeal was filed in these proceedings by the  
10 Appellants. Thereafter, the appeal was assigned to the Settlement Conference Program, and Robert  
11 Saint-Aubin, Esq. was appointed as the Settlement Judge to resolve the issues presented in this case.

12 The Settlement Judge was appointed on the 13th day of August, 2007, and since that time  
13 many attempts, with the help of the Settlement Judge, were made to settle the case, but all have  
14 failed.

15 On the 6th day of August, 2007 Respondent filed his Motion to Dismiss Appeal; the  
16 Appellants responded, and the matter is now ripe for this court's decision. However, the continued  
17 involvement of the Settlement Judge, who believed he could resolve the issues, caused a delay in the  
18 processing of this appeal. The Settlement Judge was extremely cooperative in attempting a  
19 settlement. However, because settlement negotiations were ongoing, the Respondent requested that  
20 consideration of his Motion to Dismiss be withdraw without prejudice. A copy of that paper is  
21 attached as Exhibit "B."

22 It appears that settlement negotiations are now stymied, and that no further progress will be  
23 made. Respondent has advised the Settlement Judge and opposing counsel that the Respondent  
24 intends to proceed with his case. See Exhibits "C" and "D" attached hereto.

25 ...  
26 ...  
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28 ...

**JOHN PETER LEE, LTD.**

ATTORNEYS AT LAW

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**CONCLUSION**

1  
2 Based upon the foregoing, the Respondent respectfully requests that this Court rule on his  
3 Motion to Dismiss, and that in all other respects the handling of the case proceed as required by law.

4 Dated this 19th day of December, 2007.

5 JOHN PETER LEE, LTD.

6  
7 BY: 

8 JOHN PETER LEE, ESQ.

Nevada Bar No. 001768

9 YVETTE R. FREEDMAN, ESQ.

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Attorneys for Respondent

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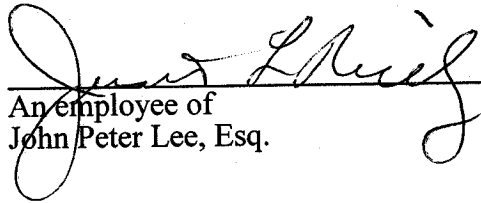
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**CERTIFICATE OF MAILING**

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I HEREBY CERTIFY that on the 19th day of December, 2007, I served a copy of the above and foregoing MOTION FOR CONSIDERATION OF MOTION TO DISMISS APPEAL upon the appropriate parties hereto, by enclosing it in a sealed envelope, deposited in the United States mail, upon which first class postage was fully prepaid addressed to:

Steven L. Day, Esq.  
Cohen, Johnson & Day  
1060 West Wigwam Parkway  
Henderson, Nevada 89074

  
An employee of  
John Peter Lee, Esq.



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IN THE SUPREME COURT OF THE STATE OF NEVADA

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, )

Appellants,

vs.

GHOLAMREZA ZANDIAN JAZI,

Respondent.

1334.022860-JLR

Supreme Court No.: 49924  
District Court No.: A 511131

**FILED**

AUG 06 2007

JANETTE M. BLOOM  
CLERK OF SUPREME COURT  
BY \_\_\_\_\_  
DEPUTY CLERK

MOTION TO DISMISS APPEAL

JOHN PETER LEE, LTD.  
John Peter Lee, Esq.  
Nevada Bar No. 001768  
Michael A. Reynolds, Esq.  
Nevada Bar No. 008631  
Yvette R. Freedman, Esq.  
Nevada Bar No. 009898  
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(702) 382-4044  
Attorneys for Respondent,  
Gholamreza Zandian Jazi

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CLERK OF SUPREME COURT  
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1 COMES NOW Respondent GHOLAMREZA ZANDIAN JAZI, by and through his counsel,  
2 John Peter Lee, Ltd., and files this Motion to Dismiss the Appeal of Appellants RAY KOROGHLI,  
3 individually, FARIBORZ FRED SADRI, individually, and as Trustee of the Star Living Trust,  
4 WENDOVER PROJECT, LLC, a Nevada limited liability company; BIG SPRING RANCH, LLC,  
5 a Nevada limited liability company, and NEVADA LAND AND WATER RESOURCES, LLC, a  
6 Nevada limited liability company.

7 This Motion is based on the following points and authorities, all papers on file herein, the  
8 record on appeal, and any oral argument to be presented if permitted by the Court.

9 **MEMORANDUM OF**  
10 **POINTS AND AUTHORITIES**

11 **INTRODUCTION**

12 The Court should dismiss Appellants' appeal because: (1) the Appellants stipulated in writing  
13 that "the arbitration shall be binding with no right to appeal"; (2) the Notice of Appeal erroneously  
14 identifies entities or individuals that were never parties to this case at any time; and (3) Appellants  
15 failed to file a Cost Bond as required by NRAP 7.

16 **STATEMENT OF FACTS**

17 Respondent, GHOLAMREZA ZANDIAN JAZI and Appellants RAY KOROGHLI and  
18 FRED SADRI became involved in various disagreements over their LLC interests. As a result,  
19 Zandian filed a lawsuit in the Eighth District Court on October 5, 2005 with a First Amended  
20 Complaint on November 8, 2005. Both Respondent and Appellants filed Motions in the District  
21 Court before entering into a written stipulation whereby the dispute was submitted to Binding  
22 Arbitration before Floyd Hale, Esq. The written Stipulation was filed with the Court on November  
23 28, 2005 and stated that "**the arbitration shall be binding with no right to appeal.**" Exhibit 1,  
24 Emphasis added).

25 Arbitrator Hale conducted the arbitration which ultimately resulted in a mutually agreed upon  
26 arbitration award. Accordingly, the dispute was resolved by Arbitrator Hale's September 20, 2006  
27 Arbitration Decision. Exhibit 2. Nevertheless, Appellants immediately filed its first post-arbitration  
28 motion challenging the mutually agreed upon arbitration agreement despite their November 2005

1 written stipulation filed in District Court agreeing that arbitration was binding with no right to  
2 appeal.

3 The District Court heard Appellants' first post-arbitration motion challenging the arbitration  
4 award and referred the matter back to Arbitrator Hale. Exhibit 3. Thereafter, Arbitrator Hale filed  
5 his March 26, 2007 Arbitration Report and Recommendation to District Court. Exhibit 4.

6 Appellants responded with their second post-arbitration motion challenging the mutually  
7 agreed upon arbitration award. The District Court considered Appellants' second post-arbitration  
8 motions and entered Judgment Confirming Arbitration Award. Exhibit 5.

9 On June 15, 2007, Appellants responded with their third post-arbitration motion challenging  
10 the mutually agreed upon arbitration award. Once again, the District Court considered Appellants'  
11 third post-arbitration award and denied it. Exhibit 6.

## 12 LEGAL ARGUMENT

### 13 I. The Appellants' Stipulated In Writing That The Arbitration Shall Be Binding With No 14 Right To Appeal.

15 The Appellants' Notice of Appeal should be dismissed because the parties agreed that the  
16 arbitration is "binding with no right to appeal." The Appellants' Appeal is in breach of the parties'  
17 Stipulation to arbitrate. The Appellants clearly agreed in a written Stipulation that "the arbitration  
18 shall be binding with no right to appeal" and now violate their agreement upon which the  
19 Respondent reasonably relied. Appellants participated fully in arbitration proceedings before Floyd  
20 Hale and even unsuccessfully requested a modification from Hale. Exhibit 7. Appellants' Appeal  
21 is barred because it disregards the "binding" nature of the Arbitration.

22 The parties' stipulation for binding arbitration without appeal was freely entered into without  
23 grounds for revocation and is valid under Nevada law. The same rules of construction and  
24 interpretation apply to arbitration agreements as apply to contracts generally. See, e.g. Platt v.  
25 Anderson 6 Cal. 4<sup>th</sup> 307, 802 P.2d 158 (1993). The plain language of the Stipulation and Award is  
26 unambiguous. The Award is binding with no right to appeal. Accordingly, the Notice of Appeal  
27 must be dismissed.

28

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1 Further, the written Stipulation properly limits judicial review by stating that “the arbitration  
2 shall be binding with no right to appeal.” In Aerojet-Gen. Corp. v. Am. Arbitration Ass’n, 478 F.2d  
3 248, 251 (9<sup>th</sup> Circuit 1973) the Ninth Circuit Court of Appeals held that parties to an arbitration  
4 agreement may eliminate judicial review by the courts. This is true as long as the intention to do so  
5 is clear and unequivocal. Here, the parties’ Stipulation clearly states that “the arbitration shall be  
6 binding with no right to appeal.”

7 Also, NRS 38.219 provides that the instant Stipulation is valid, enforceable and generally  
8 irrevocable. NRS 38.219, “Validity of Agreement to Arbitrate,” states in part that:

9 1. An Agreement contained in a record to submit to  
10 Arbitration any existing or subsequent controversy  
11 arising between the parties to the Agreement is valid,  
12 enforceable and irrevocable except upon a ground that  
13 exist at law or in equity for the revocation of the  
14 contract.

13 Moreover, the District Court re-visited the arbitration award three times, confirmed it three  
14 times and denied Appellants’ three post-arbitration motions. Therefore, the Court should dismiss  
15 Appellants’ Notice of Appeal.

16 **II. Appellants’ Notice Of Appeal Is Deficient On Its Face.**

17 Appellants filed the Notice of Appeal which is deficient on its face. First, Appellants have  
18 filed a case appeal statement which incorrectly listed the following parties: Theresa Davis, Tracy  
19 Roberts, and Ellison Lores as Plaintiffs. Richard A. Snowden, d/b/a Tally Ho and King Arthur  
20 Enterprises, Inc., d/b/a Rick’s Tally Ho as Defendants. None of these entities or individuals were  
21 never parties to this case at any time.

22 Second, Appellants have not filed a Cost Bond as required by NRAP 7. NRAP 7 provides:

23 unless an appellant is exempted by law, or has filed a  
24 supersedeas bond or other undertaking which includes  
25 security for the payment of costs on appeal, in civil cases  
26 a bond for costs on appeal or equivalent security shall be  
27 filed by the appellant in the district court with the notice  
28 of appeal . . .



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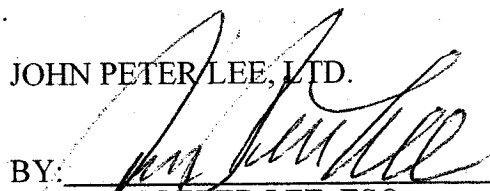
Here, Appellants have not filed a Cost Bond and are not exempted by law. Therefore, the Notice of Appeal is deficient and the Appellants' appeal should be dismissed.

CONCLUSION

Based on the foregoing, Respondent Zandian respectfully request that this Court dismiss the Appeal.

Dated this 3<sup>rd</sup> day of August, 2007.

JOHN PETER LEE, LTD.

BY: 

JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
MICHAEL A. REYNOLDS, ESQ.,  
Nevada Bar No. 008631  
YVETTE R. FREEDMAN, ESQ.  
Nevada Bar No. 009898  
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Attorneys for Respondent

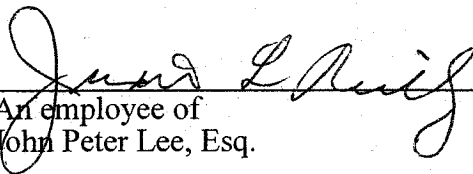
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CERTIFICATE OF MAILING

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I HEREBY CERTIFY that on the 3 day of August, 2007, I served a copy of the above and foregoing MOTION TO DISMISS APPEAL upon the appropriate parties hereto, by enclosing it in a sealed envelope, deposited in the United States mail, upon which first class postage was fully prepaid addressed to:

Steven L. Day, Esq.  
Cohen, Johnson & Day  
1060 West Wigwam Parkway  
Henderson, Nevada 89074

  
An employee of  
John Peter Lee, Esq.



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**JOHN PETER LEE, LTD.**  
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**IN THE SUPREME COURT OF THE STATE OF NEVADA**

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,

Appellants,

vs.

GHOLAMREZA ZANDIAN JAZI,

Respondent.

1334.023317-JLR

Supreme Court No.: 49924

District Court No.: A 511131

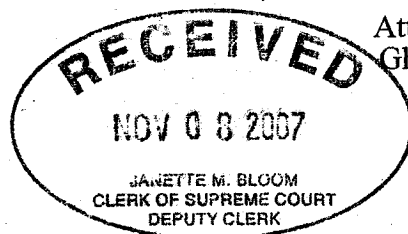
**FILED**

NOV 03 2007

JANETTE M. BLOOM  
CLERK OF SUPREME COURT  
BY \_\_\_\_\_  
DEPUTY CLERK

**REQUEST FOR WITHDRAWAL OF  
MOTION TO DISMISS APPEAL**

JOHN PETER LEE, LTD.  
John Peter Lee, Esq.  
Nevada Bar No. 001768  
Yvette R. Freedman, Esq.  
Nevada Bar No. 009898  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
(702) 382-4044  
Attorneys for Respondent,  
Gholamreza Zandian Jazi



**JOHN PETER LEE, LTD.**  
ATTORNEY AT LAW  
830 LAS VEGAS BLVD., LEVARD SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

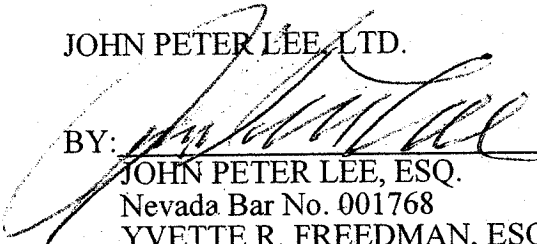
1 COMES NOW Respondent GHOLAMREZA ZANDIAN JAZI, by and through his counsel,  
2 John Peter Lee, Ltd., and respectfully requests that the Court permit him to withdraw his MOTION  
3 TO DISMISS.

4 Respondent filed his MOTION TO DISMISS on August 6, 2007. On August 14, 2007  
5 Respondent's counsel received Appellants' OPPOSITION TO MOTION TO DISMISS. On August  
6 20, 2007 Respondent's MOTION FOR LEAVE TO FILE A REPLY IN SUPPORT OF MOTION  
7 TO DISMISS was filed with the Court; the Court also received the REPLY. The Court has not acted  
8 on Respondent's MOTION TO DISMISS.

9 It is respectfully requested that Respondent be allowed to withdraw his MOTION TO  
10 DISMISS without prejudice and subject to later renewal.

11 Dated this 7th day of November, 2007.

12 JOHN PETER LEE LTD.

13 BY:   
14 JOHN PETER LEE, ESQ.  
15 Nevada Bar No. 001768  
16 YVETTE R. FREEDMAN, ESQ.  
17 Nevada Bar No. 009898  
18 830 Las Vegas Boulevard South  
19 Las Vegas, Nevada 89101  
20 (702) 382-4044/ Fax (702) 383-9950  
21 e-mail: info@johnpeterlee.com  
22 Attorneys for Respondent  
23  
24  
25  
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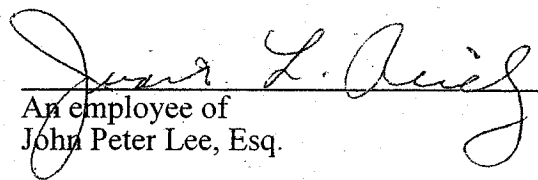
**JOHN PETER LEE, LTD.**  
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CERTIFICATE OF MAILING

I HEREBY CERTIFY that on the 7th day of November, 2007, I served a copy of the above and foregoing REQUEST FOR WITHDRAWAL OF MOTION TO DISMISS APPEAL upon the appropriate parties hereto, by enclosing it in a sealed envelope, deposited in the United States mail, upon which first class postage was fully prepaid addressed to:

Steven L. Day, Esq.  
Cohen, Johnson & Day  
1060 West Wigwam Parkway  
Henderson, Nevada 89074

  
An employee of  
John Peter Lee, Esq.



# JOHN PETER LEE, LTD.

ATTORNEYS AT LAW

---

830 LAS VEGAS BOULEVARD SOUTH

LAS VEGAS, NEVADA 89101

TELEPHONE (702) 382-4044

FACSIMILE (702) 383-9950

E-MAIL: info@johnpeterlee.com

December 17, 2007

Robert F. Saint-Aubin, Esq.  
53 Cassis  
Monarch Beach, California 92629

**FAX 949-496-5075**

Re: Zandian v. Sadri, Koroghli, et al.

Dear Mr. Saint-Aubin:

Negotiations have ceased. I gave Steve Day until Friday, December 14, 2007, to advise me whether his clients intended to resolved the matter, or go forward with the appeal; a copy of my letter is attached. I have heard nothing from him, and have written to him advising that I was going to suggest to you that any further involvement by you will probably be futile.

I have also asked the Supreme Court to consider our Motion to Dismiss.

Yours truly,

JOHN PETER LEE, LTD.

John Peter Lee, Esq.

JPL/jlr  
Enclosure  
cc: Client  
1334.023352

WFZ1804





# JOHN PETER LEE, LTD.

ATTORNEYS AT LAW

---

830 LAS VEGAS BOULEVARD SOUTH  
LAS VEGAS, NEVADA 89101  
TELEPHONE (702) 382-4044  
FACSIMILE (702) 383-9950  
E-MAIL: info@johnpeterlee.com

December 17, 2007

Steven L. Day, Esq.  
Cohen, Johnson & Day  
1060 West Wigwam Parkway  
Henderson, Nevada 89074

**FAX 309-1085**

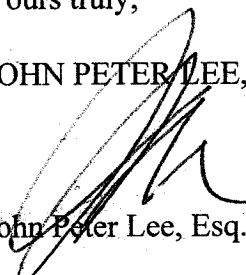
Re: Zandian v. Sadri & Koroghli

Dear Mr. Day:

I asked that you contact us by last Friday by letter dated December 12, 2007, a copy of which is attached. We have heard nothing from you. We assume that your clients are not going to resolve this matter and accordingly I have written to Robert Saint-Aubin, the Settlement Judge, that negotiations were stymied, and have also asked the Court to consider our Motion to dismiss your appeal.

Yours truly,

JOHN PETER LEE, LTD.



John Peter Lee, Esq.

JPL/jlr  
Enclosure  
cc: Client  
1334.023352

WFZ1806

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IN THE SUPREME COURT OF THE STATE OF NEVADA

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, )  
Appellants, )  
vs. )  
GHOLAMREZA ZANDIAN JAZI, )  
Respondent. )

SUPREME COURT NO.  
49924  
District Court No. A511131

FILED

JAN 02 2008

TRACIE K. LINDEMAN  
CLERK OF SUPREME COURT  
BY S. Young  
DEPUTY CLERK

APPELLANTS' RESPONSE TO RESPONDENT'S MOTION  
FOR CONSIDERATION OF MOTION TO DISMISS APPEAL

COHEN, JOHNSON & DAY  
Steven L. Day, Esq.  
Nevada Bar No. 3708  
1060 Wigwam Parkway  
Henderson, NV 89074  
(702) 309-3333

Attorneys for Appellants

RECEIVED  
JAN 02 2008  
TRACIE K. LINDEMAN  
CLERK OF SUPREME COURT  
DEPUTY CLERK

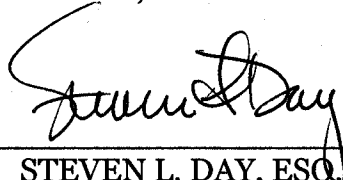
COHEN, JOHNSON & DAY  
1060 Wigwam Parkway  
Henderson, NV 89074  
(702) 309-3333

1 COMES NOW Appellants, by and through their counsel, Cohen, Johnson & Day,  
2 and responds to Respondent's Motion for Consideration of Motion to Dismiss Appeal by  
3 attaching a copy of Appellants previously filed Opposition to Respondent's Motion to  
4 Dismiss as Exhibit "1".

5 DATED this 28<sup>th</sup> day of December, 2007.

6 COHEN, JOHNSON & DAY

7  
8  
9 By

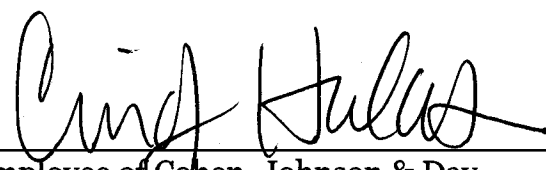


10 STEVEN L. DAY, ESQ.  
11 Nevada Bar No. 3708  
12 1060 Wigwam Parkway  
13 Henderson, NV 89074  
14 (702) 309-3333/Fax (702) 309-1085  
15 Attorneys for Appellants

16 **CERTIFICATE OF MAILING**

17 I HEREBY CERTIFY that on the 27 day of December, 2007, I served a copy of  
18 the foregoing APPELLANTS' RESPONSE TO RESPONDENT'S MOTION  
19 FOR CONSIDERATION OF MOTION TO DISMISS APPEAL, by causing a copy of the  
20 same to be deposited in the United States mail, postage prepaid, addressed as follows:

21 John Peter Lee, Esq.  
22 JOHN PETER LEE, LTD.  
23 830 Las Vegas Blvd. South  
24 Las Vegas, NV 89101  
25 Attorneys for Respondent

26  
27  
28   
An Employee of Cohen, Johnson & Day



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**IN THE SUPREME COURT OF THE STATE OF NEVADA**

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, )

Supreme Court No. 49924

District Court No. A511131

Appellants,

vs.

GHOLAMREZA ZANDIAN JAZI,

Respondent.

**OPPOSITION TO MOTION TO DISMISS**

STEVEN L. DAY, ESQ.  
Nevada Bar No. 3708  
JAMES R. NANCE, ESQ.  
Nevada Bar No. 9878  
COHEN, JOHNSON & DAY  
1060 Wigwam Parkway  
Henderson, NV 89074  
(702) 309-3333  
Attorneys for Defendants/Appellants

**COHEN, JOHNSON & DAY**  
1060 Wigwam Parkway  
Henderson, NV 89074  
(702) 309-3333



1 Hale's good efforts, he was able to get the parties to agree to settle the case though may of  
2 the material terms and conditions of the settlement still needed to be worked out. At no  
3 point during the September 8, 2006, proceeding or any time thereafter did the parties  
4 attempt to complete the arbitration.

5 The general terms of the settlement agreement were memorialized at the  
6 conclusion of the mediation which included the Defendants transferring their interests in  
7 certain property in Nevada to the Plaintiff along with \$250,000.00, in cash in exchange  
8 for the Plaintiff transferring his interest in two Nevada LLC's to Defendants Koroghli and  
9 Sadri. However, there were additional items that needed to be addressed and agreed to by  
10 the settling parties which included how the general terms of the settlement agreement  
11 were going to be implemented and in what form title would pass. Instead of continuing to  
12 work with the parties toward reaching an agreement as to how the transactions would take  
13 place, Mr. Hale put his arbitrator hat back on and rendered an "Arbitration Award" in  
14 spite of the fact that **the case was not arbitrated** and the parties, including the  
15 Defendants, did not put on their case.<sup>1</sup> It was clearly not the Defendants' expectation  
16 when agreeing to mediation that any agreement to settle would be consummated in an  
17 arbitration award. There was still a lot to be done with respect to the intent of the parties  
18 to settle and without the parties agreeing to how the transaction was to take place and how  
19 title was to be conveyed to the various real estate and partnership interests, there was no  
20 settlement. For example, LLC interests were to be transferred by Jazi to Koroghli and  
21 Sadri and there was nothing included in the proposed agreement to settle which addressed  
22  
23  
24

---

25  
26 <sup>1</sup>The Plaintiff presented only one witness before the parties agreed to mediate the case.  
27 Plaintiff's counsel had not even concluded the examination of this witness and Defense  
28 counsel had conducted no cross-examination of the witness when the parties decided to try  
to settle the case.



1 how the parties were going to deal with the other LLC member's rights of first refusal.  
2 Again, these material terms and conditions still needed to be worked out before a final  
3 settlement could be reached. As a side note, once Mr. Hale and the parties decided that  
4 the case would be mediated and the case was in fact mediated, Mr. Hale could no longer be  
5 the arbitrator in the case.  
6

7 The fact that we were dealing with an agreement to settle and not an arbitration  
8 award was not lost on the Court during the January 11, 2007, hearing on Plaintiff's Motion  
9 for Confirmation and Entry of Judgment on Arbitration Award. The Court further  
10 understood the need for the parties to reconvene and work out additional details relating  
11 to the agreement to settle when the matter was remanded back to mediator Floyd Hale.

12 MS. FIC: Your Honor, I have a suggestion, okay. Because what I  
13 keep hearing is settlement, settlement, settlement. We  
14 agree there was a settlement. I did say settlement,  
15 okay. But the settlement terms were – on the transcript  
by the court reporter. So we have the essential terms,  
okay.

16 THE COURT: You do.

17 MS. FIC: What I'm hearing is –

18 THE COURT: **And you're missing some of the things in the**  
19 **documents you have as to those essential terms.**

20 MS. FIC: Okay. And that's – okay, Your Honor, so fine. So if we have  
21 the essential terms, if we've got disputes with this, why don't  
22 we – okay. I don't want to do a new arbitrator, because that's  
going to be costs to both parties. It's not going to be efficient.  
Arbitrator Hale was agreed to –

23 THE COURT: I'm going to solve your problem. It's really easy. I'm going to  
24 refer the matter back to Floyd Hale for further proceedings,  
25 consistent with the 9/8/06 transcript. Those will include  
26 **getting the mechanism for the spouses of the parties**  
**to sign documents, getting a mechanism for the**  
27 **waiver of the release of the rights of first refusal that**  
28

1 exist, entering into the settlement agreement the  
2 parties entered into. If he is unable to reach an agreement  
3 amount the parties, then I will have the final word. I –

4 MS. FIC: Because, Your Honor –

5 THE COURT: Wait, wait, wait. I'm not done.

6 MS. FIC: Okay. Sorry, Your Honor.

7 THE COURT: Okay. I recommend – this is not an order – that an  
8 escrow be opened for the transfers of the real property.  
9 If you are merely transfer interests in an LLC, which has  
10 different tax consequences to both of your clients, I  
11 don't think it's necessary for an escrow to be opened.  
12 But if you're transferring real property, which is what it  
13 currently looks like to me you were trying to do based  
14 upon the settlement, then an escrow needs to be  
15 opened.

16 I'm referring it back to Mr. Hale, since I would typically  
17 in a case where a settlement was reached and there was  
18 a mediator or arbitrator involved refer it to that  
19 individual for some additional work with you to try and  
20 resolve those disputed issues, since they were there at  
21 the time you reached the settlement. Hopefully I have a  
22 transcript that helps me. If you are unable to reach an  
23 accommodation after speaking to Mr. Hale, then I will  
24 reach an accommodation, because I have a transcript  
25 and I'll make a decision. And it won't be one that  
26 anybody's tax benefits are in favor of, because there's no  
27 indication in the transcript that you're going to work  
28 together to minimize tax consequences to each other,  
which sometimes I see in settlement agreements. And I  
didn't see that in this one.

MS. FIC: Yeah. Cause the only concern was I didn't want to have like  
maybe one wife not sign, because there's a lot of – you know,  
one wife not signing upset the whole thing.

THE COURT: The wives have to sign. That was part of the deal  
you guys cut. You cut a deal the wives are going to sign.  
The wive's have got to sign.

(See January 11, 2007, hearing transcript, pp. 24-26, attached hereto as Exhibit "3,"  
emphasis added.)

1 The District Court understood that there were additional matters that needed to be  
2 addressed and worked out to effectuate the final settlement of the matter and remanded  
3 the case back to Mr. Hale to work out those details.

4 THE COURT: How are you going to – wait now. This is just really  
5 common sense.

6 MS. FIC: Okay.

7 THE COURT: How are you going to transfer an interest in real  
8 property which may be owned by both of the people and  
9 the wife has a claim, especially in places where it is  
10 voidable if you do not have the spouse sign? How are  
11 you going to transfer that property free and clear?

12 MS. FIC: Because the husbands – I mean, there's NRS statutes –

13 THE COURT: Okay. I'm going to send you back to Mr. Hale, and the  
14 wives need to sign. Spouses need to sign, and  
15 the people who have the first right of refusal  
16 need to waive.

17 MS. FIC: So we'll come back to you if one of the wives refuse.  
18 That's the only thing. I just don't want to –

19 THE COURT: You're going to come back to me if you are  
20 unable to reach an agreement, if you need me to  
21 confirm an order. You are also going to come back to  
22 me if there is any problem in the implementation of the  
23 agreement.

24 But you reached a settlement, it was put on the record.  
25 You've got to have a settlement agreement. I  
26 know that Mr. Hale drafted an arbitration award,  
27 because he conducted a portion of the arbitration. And  
28 I don't really have a problem with that, but we need to  
have the documentation consistent with the discussions  
that were – that occurred on September 8<sup>th</sup>, 2006,  
which are a part of the actual record the court reporter  
made, at which time both parties stipulated in front of  
the arbitrator that they had agreed to go to as part of the  
extrajudicial proceedings, which in my mind makes it an  
enforceable settlement. Okay.

(See Exhibit "3," pp. 27-28, emphasis added.)

1 The case was remanded back to Mr. Hale, but instead of the parties working out the  
2 details of a settlement with Mr. Hale as this Court instructed them to do, Mr. Hale again  
3 put on his arbitrator hat and issued an Arbitrator Report and Recommendation to District  
4 Court for a case that was not arbitrated. In his Report and Recommendation, Mr.  
5 Hale continues to refer to the agreement to settle as an "Arbitration Award." From Mr.  
6 Hale's Report and Recommendation, this case ultimately morphed into a Judgment  
7 Confirming Arbitration Award in a case that was never arbitrated. (See Judgment  
8 Confirming Arbitration Award attached hereto as Exhibit "4.")  
9

#### 10 ARGUMENT

11 **A. Defendants/Appellants are appealing from a judgment granted relative**  
12 **to an agreement to settle.**

13 As Plaintiff/Respondent represents, the parties agreed to submit the matter to  
14 binding arbitration with no right of appeal. Plaintiff/Respondent submits that because  
15 the parties stipulated that there would be no right of appeal, Defendants/Appellants'  
16 appeal should be dismissed. However, Defendants/Appellants contend that the case was  
17 never arbitrated and, therefore, the language within the stipulation prohibiting an appeal  
18 does not apply. The parties simply agreed to settle the case. The arbitration was not  
19 completed and there should have never been an arbitration award or an ensuing judgment  
20 on an arbitration award. Defendants/Appellants are appealing the Judgment on an  
21 agreement to settle.  
22

23 **B. Common-law grounds exist for this Court to review a private**  
24 **arbitration award.**

25 This Court has held that common-law grounds are available for a court to review  
26 the results of a private arbitration:

27 In this appeal, we clarify the common-law grounds available  
28 for a court to review a private arbitration award. We have

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previously recognized that a private arbitration award may be reviewed under two common-law grounds:

- (1) the award is arbitrary, capricious, or unsupported by the arbitration agreement; or
- (2) the arbitrator manifestly disregarded the law.

*See Clark County Education Association v. Clark County School District*, 122 Nev. 337, 339, 131 P.3d 5, 7 (2006)

As Defendants/Appellants will argue and ultimately brief in their appellate brief, it is their position that the arbitrator's findings and his issuance of an arbitration award were not consistent with the fact that the case was not arbitrated. Because the case was not arbitrated, the judgment on the arbitration award should not have been entered. Defendants/Appellants will further argue that the arbitrator (mediator in this case), consciously disregarded the fact that an arbitration award is not proper in a case that was merely mediated, not arbitrated. Defendants/Appellants respectfully request the opportunity to submit to the Court a brief on these issues.

**C. Defendants/Appellants notice of appeal is not deficient and Defendants/Appellants have filed a Cost Bond pursuant to NRAP 7.**

Attached to this Opposition as Exhibit "5" is the Amended Case Appeal Statement. The Notice of Filing Cost Bond was filed in the District Court on July 31, 2007. (See Notice of Posting Cost Bond attached hereto as Exhibit "6.")

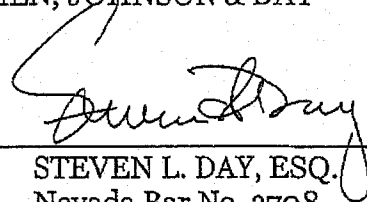
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CONCLUSION

Based on the foregoing, Defendants/Appellants respectfully request an order denying Respondent's Motion to Dismiss.

DATED this 13<sup>th</sup> day of August, 2007.

COHEN, JOHNSON & DAY

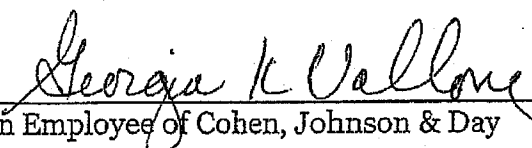
By 

STEVEN L. DAY, ESQ.  
Nevada Bar No. 3708  
1060 Wigwam Parkway  
Henderson, NV 89074  
Attorneys for Appellants

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on the 13<sup>th</sup> day of August, 2007, I served a copy of the foregoing OPPOSITION TO MOTION TO DISMISS, by causing a copy of the same to be deposited in the United States mail, postage prepaid, addressed as follows:

John Peter Lee, Esq.  
JOHN PETER LEE, LTD.  
830 Las Vegas Blvd. South  
Las Vegas, NV 89101  
Attorneys for Respondent

  
An Employee of Cohen, Johnson & Day



ORIGINAL

*Shirley B. Pangione*

Nov 8 3 11 PM '05

FILED

1 ACOM  
2 JOHN PETER LEE, LTD.  
3 JOHN PETER LEE, ESQ.  
4 Nevada Bar No. 001768  
5 MICHAEL A. REYNOLDS, ESQ.  
6 Nevada Bar No.008631  
7 830 Las Vegas Boulevard South  
8 Las Vegas, Nevada 89101  
9 (702) 382-4044 Fax: (702) 383-9950  
10 Attorneys for Plaintiff

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Telephone (702) 382-4044  
Telecopier (702) 383-9950

DISTRICT COURT

CLARK COUNTY, NEVADA

10 GHOLAMREZA ZANDIAN JAZI,  
11 Plaintiff,

CASE NO.: A511131  
DEPT. NO.: XIII

12 v.

EXEMPTION FROM  
ARBITRATION  
(ACTION IN EQUITY SEEKING  
INJUNCTIVE RELIEF)

13 RAY KOROGHLI, individually, FARIBORZ FRED  
14 SADRI, individually, and as Trustee of the Star  
15 Living Trust, WENDOVER PROJECT, LLC, a  
16 Nevada limited liability company; BIG SPRING  
17 RANCH, LLC, a Nevada limited liability company,  
18 and NEVADA LAND AND WATER  
19 RESOURCES, LLC, a Nevada limited liability  
20 company,

Defendants.

DATE: N/A  
TIME: N/A

1334.022860-maf

FIRST AMENDED COMPLAINT

21 COMES NOW the Plaintiff, Gholamreza Zandian Jazi ("Zandian") by and through his  
22 counsel, John Peter Lee, Ltd. and as and for a First Amended Complaint against the Defendants, and  
23 each of them, alleges as follows:

- 24 1. Zandian is a resident of the State of California.
- 25 2. Defendant Ray Koroghli ("Koroghli") is a resident of the State of Nevada.
- 26 3. Defendant Fariborz Fred Sadri ("Sadri") is a resident of the State of Nevada and is

27 also the Trustee of the Star Living Trust.  
28

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**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           4.       Wendover Project, LLC, Big Spring Ranch, LLC and Nevada Land and Water  
2 Resources, LLC are named as Defendants in these proceedings so that total and complete relief can  
3 be given to Zandian.

4           5.       Zandian and the individual Defendants entered into a Joint Venture Agreement within  
5 the past three years which created a fiduciary relationship between them, and which provided that  
6 Zandian would look for and find unimproved Nevada real estate and negotiate a price below market  
7 value. Zandian and the individual Defendants agreed to form Nevada Limited Liability Companies  
8 to buy the land with the agreement that all would contribute either time, money, effort or knowledge  
9 in that acquisition and that each of them would be a Managing Member and all would share in the  
10 management decisions and in the acquisition, development, sale and division of profits from the sale  
11 of those properties.

12           6.       Zandian complied with the oral and written agreements and found three (3) parcels  
13 of unimproved real property in the State of Nevada ranging from 320 to 35,000 acres for each parcel,  
14 and negotiated a below market purchase price from \$95,000 to \$12 million for each parcel. He  
15 additionally caused transfer of the unimproved real property into three (3) separate entities here  
16 named as Defendants, and he likewise did all of the other acts required of him in conformity with  
17 the agreements referred to above. The legal descriptions of the properties are attached hereto as  
18 composite Exhibit "A."

19           7.       Zandian received an interest in each of the entities, and became a Member and a Co-  
20 Manager with the individual Defendants in each of those entities.

21           8.       Each of the individual Defendants breached the oral and written agreements,  
22 including the Operating Agreement for each entity, and likewise breached the implied covenant of  
23 good faith and fair dealing and violated his fiduciary duties as co-partner and joint venturer with  
24 Zandian and as Manager and Member of each entity and then proceeded to slander and defame  
25 Zandian with accusations of acts constituting felonious conduct against the laws of the United States.

26           9.       The individual Defendants acting together, and in consort, wrongfully, secretly and  
27 with intent to cause harm to Zandian and in conscious disregard of his rights and converted to  
28 themselves his rights and benefits in the entities and further intimidated him by their defamatory

**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 statements, which was designed to discourage him from pursuing his rights described in this  
2 Complaint, and specifically the Defendants did the following acts:

3 (a) The individual Defendants redrafted the Operating Agreements of the entities  
4 without Zandian's knowledge and consent and thereby eliminated provisions which thereby reduced  
5 and diminished his rights to co-manage the entities.

6 (b) The individual Defendants sold land in Wendover, Nevada held by Wendover  
7 Project, LLC for a sum in excess of \$5 million without Zandian's prior knowledge, authority or  
8 consent being sought or obtained from Zandian in violation of their oral and written agreements.  
9 Additionally, the individual Defendants disposed of the sale proceeds, but failed to divide the profits  
10 with Zandian or pay him \$100,000 due him by agreement.

11 (c) The individual Defendants published letters and E-mails containing  
12 defamatory statements about Zandian falsely accusing him of engaging in acts constituting felonies  
13 and further enlisting their attorney Craig K. Perry, Esq. to disseminate those statements, none of  
14 which are privileged. The statements made as described were additionally circulated to friends,  
15 relatives and business associates and thereby caused Zandian harm and embarrassment. (See, letters  
16 attached as Exhibit "B").

17 (d) The individual Defendants refused to allow or permit Zandian and his counsel  
18 access to the books and records which they had in the entities despite written demand conveyed to  
19 them by virtue of Exhibit "C" attached to this Complaint.

20 (e) Zandian and Defendants Koroghli and Sadri purchased 4,485 acres in Washoe  
21 County described in Exhibit "D" attached hereto, for \$1,000,000.00 and each owns an undivided  
22 1/3 interest in the Property.

23 Pursuant to NRS 39.010 Plaintiff seeks an Order from this Court that the  
24 Property be partitioned or sold and the proceeds distributed according to the interests of the parties.

25 Zandian gave a Deed of Trust in the amount of \$333,996.56 to Sadri as  
26 Trustee of the Star Living Trust for his share of purchase price. Defendants agreed with Zandian that  
27 the Note would be not be due until proceeds from the sale of this and other properties was  
28 distributed.

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1 Defendants are in breach of this agreement by attempting to foreclose on said  
2 Deed of Trust prematurely.

3 (f) Zandian and Sadri agreed that Zandian would be paid 25% of all amounts over  
4 \$6,000,000.00 received from the sale of certain property in Clark County, owned by Sadri. Sadri  
5 denies that he is obligated to pay any amount to Zandian.

6 A dispute and controversy has arisen between the parties concerning their  
7 respective rights. Plaintiff requests a judicial determination concerning the parties' rights with  
8 respect to this dispute and a declaratory judgment that Plaintiff is entitled to receive 25% of all  
9 amounts over \$6,000,000.00 received from the sale of said property by Sadri.

10 10. Zandian's remedy at law is inadequate to compensate him for the damages which will  
11 result from the improper foreclosure of his real property interest, and Zandian is entitled to an  
12 injunction to prevent the sale and to further prevent further defamatory statements which have been  
13 made and are ongoing and which would otherwise require a multiplicity of suits to compensate him.

14 11. Zandian suffers and will continue to suffer monetary loss in amount in excess of  
15 \$10,000 and also is entitled to punitive damages because of the actions of the individual Defendants  
16 which were done intentionally with conscious disregard of his rights and benefits.

17 12. Pursuant to NRS 32.010 Zandian is likewise entitled to the appointment of a Receiver  
18 for each of the Defendant entities which is necessary to prevent the individual Defendants from  
19 mismanaging the affairs of the entities and from secreting cash income and hiding the books and  
20 records which by law and the Operating Agreements of the entities were required to be produced to  
21 Zandian and his counsel on demand.

22 **ATTORNEYS' FEE**

23 In order to bring this action, Zandian has been required to retain the services of John Peter  
24 Lee, Ltd. and is entitled to a fee for the services so rendered by his attorneys.

25 WHEREFORE, Zandian prays for judgment against the Defendants and each of them as  
26 follows:


- 27 1. For actual damages of more than \$10,000;  
28 2. For punitive damages over \$10,000;

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- 1 3. For injunctive relief as asserted in this Complaint;
- 2 4. For the appointment of a Receiver;
- 3 5. For attorneys fees and costs;
- 4 6. Such other and further relief as this Court deems just and proper.

5 DATED this 7<sup>th</sup> day of November, 2005.

6 JOHN PETER LEE, LTD.

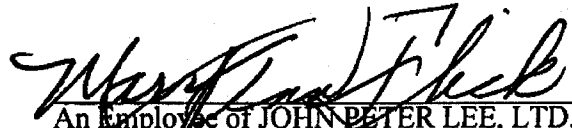
7  
8 BY:   
9 JOHN PETER LEE, ESQ.  
10 Nevada Bar No. 001768  
11 MICHAEL A. REYNOLDS, ESQ.  
12 Nevada Bar No. 008631  
13 830 Las Vegas Boulevard South  
14 Las Vegas, Nevada 89101  
15 Ph: (702) 382-4044 Fax: (702) 383-9950  
16 Attorneys for Plaintiff

17 **CERTIFICATE OF SERVICE**

18 I HEREBY CERTIFY that I am an employee of John Peter Lee, Ltd. and that on the 8<sup>th</sup> day  
19 of November, 2005, pursuant to the amendment of the Eighth Judicial District Court Rule 7.26, I  
20 served by facsimile transmission, and by enclosing it in a sealed envelope upon which first class  
21 postage was fully prepaid, a copy of the **FIRST AMENDED COMPLAINT** in the above captioned  
22 matter to the following:

19 John M. Netzorg, Esq.  
20 2810 W. Charleston Blvd., #81  
21 Las Vegas, NV 89102  
22 Attorneys for Defendants,  
23 RAY KOROGHLI, FARIBORZ FRED SADRI  
24 FAX: 878.1255

25 A copy of the facsimile transmission confirmation is attached to the original. There is regular  
26 communication by mail between the place of mailing and the place so addressed.

27   
28 An Employee of JOHN PETER LEE, LTD.



**Exhibit "B"**  
**Big Springs Ranch Property**

County	APN #	Twn	Rng	Sec	Allquet Part	Acreage
Elko	009-530-001	34N	66E	01	All except 0.23 Ac conv to WPR Co.	640.37
Elko	009-530-001	34N	66E	03	All	643.64
Elko	009-530-001	34N	66E	04	Lots 3 and 4, S/2 NW/4, SW/4 (W/2)	319.92
Elko	009-530-001	34N	66E	06	All	638.12
Elko	009-530-001	34N	66E	09	All	640.00
Elko	009-530-001	34N	66E	11	All	640.00
Elko	009-530-001	34N	66E	15	All	640.00
Elko	009-540-001	35N	66E	01	All	686.40
Elko	009-540-001	36N	66E	02	Lots 3 and 4, S/2 NW/4, SW/4 (W/2)	331.44
Elko	009-540-001	35N	66E	03	All	665.12
Elko	009-540-001	35N	66E	09	All	640.00
Elko	009-540-001	35N	66E	10	E/2 E/2	160.00
Elko	009-540-001	35N	66E	11	All	640.00
Elko	009-540-001	35N	66E	13	All	640.00
Elko	009-540-001	35N	66E	14	W/2 W/2	160.00
Elko	009-540-001	35N	66E	15	All	640.00
Elko	009-540-001	35N	66E	21	All	640.00
Elko	009-540-001	36N	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	36N	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	36N	66E	35	All	640.00
Elko	009-550-001	36N	66E	01	All	642.24
Elko	009-550-001	36N	66E	11	All less 70.23 in L-80 RW	589.77
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	28	W/2 W/2	160.00
Elko	009-550-001	36N	66E	27	All	640.00
Elko	009-550-001	36N	66E	28	E/2 E/2, W/2 SE/4 less 4.50 Ac to Easement in SE/4 SW/4, SW/4 SE/4	235.50
Elko	009-550-001	36N	66E	33	All	640.00
Elko	009-550-001	36N	66E	34	All	640.00
Elko	009-550-001	36N	66E	35	All	640.00
Elko	009-560-004	37N	66E	25	All less 15.22 Ac S/2 RL 30 RW	624.78
Elko	009-580-004	37N	66E	27	SE/4 SE/4	40.00
Elko	009-580-004	37N	66E	35	All	625.34
Elko	009-570-011	38N	66E	23	Pin 200 south of the CPRR centerline	588.06
Elko	009-570-011	38N	66E	25	Pin 200 south of the CPRR centerline except 6.44 Ac in R/2 for Wyo tract	591.44
Elko	010-090-001	34N	67E	01	All	638.80
Elko	010-090-001	34N	67E	03	All	638.04
Elko	010-090-001	34N	67E	05	All	638.08
Elko	010-090-001	34N	67E	07	S/2 and pin of W/2 east of No. Nevada Railroad Co.; 0.23 Ac conv to WPR Co.; and 12.79 Ac conv to Nevada Northern Railroad Co.	366.98
Elko	010-090-001	34N	67E	09	All	640.00
Elko	010-090-001	34N	67E	11	All	640.00
Elko	010-090-001	34N	67E	13	All	640.00
Elko	010-090-001	34N	67E	15	All	640.00
Elko	010-090-001	34N	67E	17	All	640.00
Elko	010-090-001	34N	67E	19	NE/4, E/2 NW/4, Lots 1 and 2 (N/2) except 4.60 Ac conv to Nevada Northern Railroad Co.	306.35
Elko	010-090-001	34N	67E	21	N/2	320.00
Elko	010-090-001	34N	67E	22	All	640.00
Elko	010-090-001	34N	67E	23	N/2	320.00
Elko	010-090-003	34N	67E	07	Pin of the E/2 W/2 west of the NNRR RW	48.98
Elko	010-110-001	36N	67E	07	All except 12.70 Ac conv to Northern Nevada Railroad Co.	618.98
Elko	010-110-001	36N	67E	19	All except 12.08 Ac conv to Northern Nevada Railroad Co. except pin conv to State of NV for Hwy	808.15
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	01	Pin 200 south of the CPRR centerline less 12.78 Ac to SR-30 RW	589.64
Elko	010-120-001	37N	67E	05	Pin 200 south of the CPRR centerline	604.57
Elko	010-120-001	37N	67E	09	NW/4, S/2 less 6.70 Ac conv to Northern Nevada Railroad Co. and 16.16 Ac to SR-30 RW	458.20
Elko	010-120-001	37N	67E	11	Pin 200 south of the CPRR centerline less 11.07 Ac to SR-30 RW	611.42
Elko	010-120-001	37N	67E	17	All less 16.33 Ac to SR-30 RW	623.67
Elko	010-120-001	37N	67E	19	All	628.68
Elko	010-130-001	38N	67E	31	Pin 200 south of the CPRR centerline	594.40
Elko	010-320-001	35N	68E	07	All except 21.29 Ac conv to Western Pacific Railroad Co. less 45.33 to I-80 RW	614.35
Elko	010-320-001	35N	68E	17	All north of the WPRR centerline, and all south of the WPRR centerline less 6.89 Ac to I-80 RW	521.88

Total Acreage (Approximate): 37,539.77

**EXHIBIT 'B'**

Those certain water rights which are appurtenant to certain real property located in Elko County, Nevada designated as follows:

**CERTIFICATED WATER RIGHTS**

Number 20489  
Number 27877

**PERMITTED WATER RIGHTS**

Number 53018  
Number 53019  
Number 58144\*  
Number 58145  
Number 58146  
Number 58147

Only that portion of Application Number 58144 equaling 820.80 acre feet will transferred to the Buyer, the balance of the Application will be retained on the Big Springs Ranch for use in accordance with the ranch operation.

**Exhibit "A"**  
**Big Springs Ranch Water Rights**

Application #	Certificate #
<b>Certificated Water Rights:</b>	
4552	509
4558	512
4559	513
4562	516
5422	979
13469	3990
13471	3992
20858	6044
22372	6652
38988	11364
38992	14807
38993	14200
38998	14201
39429	11366
40810	11367
40811	11368
40812	11369
53021	15420
62703	15545
<b>Permitted Water Rights:</b>	
53020	-
58142	-
58143	-
58144	-
58148	-

Application #	Certificate #
<b>Vested Water Rights:</b>	
V03233	-
V03300	-
V03301	-
V03302	-
V03303	-
V03305	-
V04692	-
V05318	-
<b>Pending Water Rights Applications:</b>	
52307	-
52308	-
<b>Other Water Rights:</b>	
2210	440
18310	5831
25350	-
28587	-
35898	-
38996	-
38999	-
39111	-
39112	-
39428	-
46188	-

*(Handwritten signature)* R.K.



**EXHIBIT "B"**  
**Big Springs Ranch Grazing Permit**

- Allotment 04306 - Big Springs

Pah-Rah  
Property



2986594  
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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



any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded February 22, 1991 in Book 3216, Page 526 as Document No. 1461483 of Official Records.

**PARCEL C:**  
A.P.N. 079-150-13

The Northeast  $\frac{1}{4}$ ; South  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$ ; South  $\frac{1}{2}$  of Section 27,  
Township 21 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 09, 1990 in Book 3019, Page 756 as Document No. 1373452 of Official Records.

**PARCEL D:**  
A.P.N. 084-040-02

Section 5, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such



use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded February 22, 1991 in Book 3216, Page 526 as Document No. 1461483 of Official Records.

**PARCEL E:**  
A.P.N. 084-040-04

Section 3, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL F:**  
A.P.N. 084-040-06

Section 1, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection



therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL G:**  
A.P.N. 084-040-10

The North  $\frac{1}{2}$  and the North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the North  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ , all in Section 11, Township 20 North, Range 23 East, M.D.B.&M.

ALSO EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL H:**  
A.P.N. 084-130-07

The Northwest  $\frac{1}{4}$  and the North  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  and Government Lot 1 in the Southwest  $\frac{1}{4}$  of Section 15, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with



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any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL I:**  
A.P.N. 084-140-17

The Northeast  $\frac{1}{4}$  of Section 15, Township 20 North, Range 23 East, M.D.B.&M.

**EXCEPTING THEREFROM** all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

**FURTHER EXCEPTING** and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

Order No.: 03011167

*Wendover property*

**LEGAL DESCRIPTION**

The land referred to herein is situated in the State of Nevada, County of ELKO COUNTY, described as follows:

**PARCEL 1:**

TOWNSHIP 32 NORTH, RANGE 69 EAST, M.D.B.&M.

Section 1: Lots 1, 2 and 3; S1/2N1/2; S1/2;  
 Section 2: S1/2N1/2; S1/2;

TOWNSHIP 33 NORTH, RANGE 69 EAST, M.D.B.&M.

Section 1: S1/2;  
 Section 12: All;  
 Section 25: All;  
 Section 35: N1/2; N1/2S1/2;  
 Section 36: N1/2; N1/2SW1/4; SE1/4; SE1/4SW1/4;

TOWNSHIP 32 NORTH, RANGE 70 EAST, M.D.B.&M.

Section 6: Lots 4, 6, 7, 10, 12 and 13; SW1/4NW1/4;

TOWNSHIP 33 NORTH, RANGE 70 EAST, M.D.B.&M.

Section 8: Lots 2, 3, 4, 5, 6, 9 and 11;  
 Section 9: SE1/4SE1/4; N1/2SW1/4SW1/4SE1/4; E1/2SW1/4SE1/4;  
 Section 10: Lot 4;  
 Section 15: Lots 12, 13, 15, 18, 20, 23, 24, 25, 26, 28, 29 and 30; NE1/4SW1/4SE1/4NW1/4; E1/2SE1/4SE1/4NW1/4; NW1/4SE1/4SE1/4NW1/4;  
 Section 16: N1/2NE1/4NE1/4NE1/4;  
 Section 17: S1/2S1/2;  
 Section 19: All;  
 Section 20: Lots 2, 3, 6 and 11; NW1/4NE1/4; N1/2SW1/4NE1/4; SE1/4SW1/4NE1/4; N1/2SW1/4SW1/4NE1/4; NW1/4; N1/2SW1/4; SW1/4SW1/4;  
 Section 21: Lot 2;  
 Section 29: Lots 3, 5 and 8; NW1/4NW1/4;  
 Section 30: Lots 2 and 3; NE1/4; W1/2; W1/2SE1/4;  
 Section 31: Lots 2, 4, 5, 8, 10 and 11; NW1/4; W1/2SW1/4;

EXCEPTING FROM Sections 9, 10 and 16, Parcels 1, 2, 3 and 4 as shown on Parcel Map for Big Springs Land & Resource Co., filed in the Office of the Elko County Recorder on July 16, 2002 as Continued on next page

Order No. 03011167

File Number 485646.

PARCEL 2:

Parcel 1, 2 and 4 as shown on that certain Parcel Map for Big Springs Land & Resource Co. filed in the office of the County Recorder of Elko County, State of Nevada, on July 16, 2002, as File No. 485646, being a portion of Sections 9, 10 and 16, Township 33 North, Range 70 East, M.D.B.&M..

EXCEPTING FROM Parcels 1 and 2 all the oil and gas and geothermal resources in the lands so patented as reserved by the UNITED STATES OF AMERICA in Patent recorded May 26, 1999 in Book 1100, Page 615, Official Records, Elko County, Nevada.

FURTHER EXCEPTING FROM Parcels 1 and 2 those portions lying within the railroad right-of-ways.

PARCEL 3:

TOWNSHIP 33 NORTH, RANGE 70 EAST, M.D.B.&M.

Section 20: Lots 8 and 9; S1/2SW1/4SW1/4NE1/4;  
Section 29: Lot 2;

EXCEPTING THEREFROM all the oil and gas and geothermal resources in the lands so patented as reserved by the UNITED STATES OF AMERICA in Patent recorded August 15, 2003 in Book 3, Page 45700, Official Records, Elko County, Nevada.



### LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada, County of ELKO COUNTY, described as follows:

**PARCEL 1:**

TOWNSHIP 34 NORTH, RANGE 67 EAST, M.D.B.&M.

Section 1: All;  
Section 3: All;  
Section 9: All;  
Section 11: All;  
Section 13: All;  
Section 15: All;  
Section 17: All;  
Section 19: Lots 1 and 2; E1/2NW1/4; NE1/4;

EXCEPTING THEREFROM all that portion of said land as conveyed to Nevada Northern Railway Company in Deed recorded February 7, 1906 in Book 28, Page 617, Deed Records, Elko County, Nevada.

Section 21: N1/2;  
Section 22: All;  
Section 23: N1/2;

EXCEPTING FROM Section 22, TOWNSHIP 34 NORTH, RANGE 67 EAST, M.D.B.&M., all the coal and other valuable minerals in the lands so granted as reserved by The United States of America in Patent recorded June 28, 1946 in Book 8, Page 413, Patent Records, Elko County, Nevada.

FURTHER EXCEPTING FROM all of Parcel 1 all right, title and interest to coal, oil, gas and other minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Russell Wilkins, et ux, et al, in Deed recorded December 10, 1946 in Book 55, Page 63, Deed Records, Elko, Nevada.

FURTHER EXCEPTING FROM Section 22, TOWNSHIP 34 NORTH, RANGE 67 EAST, M.D.B.&M., an undivided 1/2 interest in and to all gas, oil, petroleum, minerals and/or mineral rights, lying in and under said land, as reserved by Theodore E. Smith and Pearl Smith, his wife, in Deed recorded August 15, 1958 in Book 74, Page 181, Deed Records, Elko County.

**PARCEL 2:**

Continued on next page

TOWNSHIP 35 NORTH, RANGE 66 EAST, M.D.B.&M.

Section 1: All;  
Section 3: All;  
Section 9: All;  
Section 11: All;  
Section 13: All;  
Section 15: All;  
Section 21: All;  
Section 23: All;  
Section 25: All;  
Section 27: S1/2;  
Section 33: All;  
Section 35: All;

EXCEPTING THEREFROM Parcel 2 all petroleum, oil, natural gas, and products derived therefrom, lying in and under said land or that may be produced therefrom, as reserved by Southern Pacific Land Company in Deed recorded August 1, 1949 in Book 57, Page 126, Deed Records, Elko County, Nevada.

PARCEL 3:

TOWNSHIP 35 NORTH, RANGE 68 EAST, M.D.B.&M.

Section 7: All;

EXCEPTING THEREFROM all that portion of said land as conveyed to Western Pacific Railway Company in Deed recorded February 19, 1909 in Book 31, Page 71, Deed Records, Elko County, Nevada.

Section 17: All that portion lying northerly of a line parallel with and one hundred (100) feet northerly of the center center line of Western Pacific Railway Company's railroad known as Arnold "L-1" or "3%" line and all that portion lying southerly of a line parallel with and one hundred (100) feet southerly of the center line of Western Pacific Railway Company's railroad known as "R-2" or "4%" line, which railroad rights of way were conveyed to Western Pacific Railway Company by Deed No. 126-F, dated November 27, 1908, and recorded February 19, 1909 in Book 31, Page 71, and Deed No. 188-F, dated June 30, 1910, and recorded September 10, 1910 in Book 32, Page 319, Deed Records, Elko County, Nevada.

Continued on next page

EXCEPTING FROM Parcel 3 all that portion of said land as conveyed to the State of Nevada, acting by and through its Department of Highways in Deed recorded September 7, 1973 in Book 184, Page 44 and recorded June 24, 1976 in Book 230, Page 377, Official Records, Elko County, Nevada, portions of which have been relinquished by Resolution Relinquishing portion of Highway Right of Way recorded October 11, 1985 in Book 504, Page 308, Official Records, Elko County, Nevada.

FURTHER EXCEPTING FROM Parcel 3 all right, title and interest to coal, oil, gas and other minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Russell Wilkins, et ux, et al, in Deed recorded December 10, 1946 in Book 55, Page 63, Deed Records, Elko County, Nevada.

PARCEL 4:

TOWNSHIP 38 NORTH, RANGE 67 EAST, M.D.B.&M.

Section 31: All that portion lying southwesterly of a line two hundred (200) feet southwesterly and parallel with the center line of Central Pacific Railway Company's railroad as now constructed ;

EXCEPTING FROM Parcel 4 all right, title and interest to coal, oil, gas and other minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Russell Wilkins, et ux, et al, in Deed recorded December 10, 1946 in Book 55, Page 63, Deed Records, Elko County, Nevada.

PARCEL 5:

TOWNSHIP 36 NORTH, RANGE 67 EAST, M.D.B.&M.

Section 7: All;  
Section 19: All;  
Section 31: All;

EXCEPTING FROM Parcel 5 all that portion of said land as conveyed to Nevada Northern Railway Company in Deed recorded February 7, 1906 in Book 28, Page 617, Deed Records, Elko County, Nevada.

FURTHER EXCEPTING FROM Section 19 all that portion of said land as conveyed to the State of Nevada, acting by and through its  
Continued on next page

Department of Highways, in Deed recorded September 7, 1973 in Book 184, Page 44, Official Records, Elko County, Nevada, portions of which have been relinquished by Resolution Relinquishing Portion of Highway Right-of-Way recorded October 11, 1985 in Book 504, Page 308, Official Records, Elko County, Nevada.

FURTHER EXCEPTING FROM Parcel 5 all right, title and interest to coal, oil, gas and other minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Russell Wilkins, et ux, et al, in Deed recorded December 10, 1946 in Book 55, Page 63, Deed Records, Elko County, Nevada.

PARCEL 6:

TOWNSHIP 37 NORTH, RANGE 67 EAST, M.D.B.&M.

Section 1: That portion lying southeasterly of a line two hundred (200) feet southeasterly and parallel with the center line of Central Pacific Railway Company's railroad, as now constructed;

Section 5: That portion lying southwesterly of a line two hundred (200) feet southwesterly and parallel with the center line of Central Pacific Railway Company's railroad, as now constructed;

Section 9: NW1/4; S1/2;

EXCEPTING FROM Section 9 all that portion of said land as conveyed to Nevada Northern Railway Company in Deed recorded February 7, 1906 in Book 28, Page 617 and recorded November 15, 1912 in Book 34, Page 130, Deed Records, Elko County, Nevada.

Section 11: That part lying southeasterly of a line two hundred (200) feet southeasterly and parallel with the center line of Central Pacific Railway Company's railroad as now constructed;

Section 17: All;

Section 19: All;

EXCEPTING FROM Parcel 6 all right, title and interest to coal, oil, gas and other minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Russell Wilkins, et ux, et al, in Deed recorded December 10, 1946 in Book 55, Page 63, Deed Records, Elko County, Nevada.

Continued on next page

PARCEL 7:

TOWNSHIP 37 NORTH, RANGE 66 EAST, M.D.B.&M.

Section 25: All;  
Section 27: SE1/4SE1/4;  
Section 35: All;

TOWNSHIP 38 NORTH, RANGE 66 EAST, M.D.B.&M.

Section 23: That portion southwesterly of a line parallel with and two hundred (200) feet distant southwesterly of center line of Central Pacific Railway Company's railroad as now constructed;  
Section 25: That part southwesterly of a line parallel with and two hundred (200) feet distant southwesterly of center line of Central Pacific Railway Company's railroad as now constructed;

EXCEPTING FROM Section 25 a parcel of land in the north half of said Section 25, containing 6.44 acres for Central Pacific Railway Company's Wye track.

FURTHER EXCEPTING FROM Parcel 7 all petroleum, oil, natural gas, and products derived therefrom, lying in and under said land or that may be produced therefrom, as reserved by Southern Pacific Land Company in Deed recorded August 1, 1949 in Book 57, Page 126, Deed Records, Elko County, Nevada.

PARCEL 8:

TOWNSHIP 34 NORTH, RANGE 66 EAST, M.D.B.&M.

Section 3: All;  
Section 5: All;  
Section 9: All;  
Section 15: All;

TOWNSHIP 36 NORTH, RANGE 66 EAST, M.D.B.&M.

Section 1: All;  
Section 11: All;

EXCEPTING FROM Section 11 all that portion of said land condemned to the State of Nevada by Final Order of Condemnation recorded

Continued on next page

Order No. 0301278

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. 0301278

TOWNSHIP 35 NORTH, RANGE 66 EAST, M.D.B.&M.

Section 2: Lots 3 and 4; S1/2NW1/4; SW1/4;  
Section 10: E1/2E1/2;  
Section 14: W1/2W1/2;  
Section 22: NE1/4; SE1/4NW1/4; N1/2SE1/4; SW1/4SE1/4; SE1/4SW1/4;  
Section 27: N1/2;  
Section 28: SE1/4; SE1/4NE1/4;

EXCEPTING FROM Parcel 11 all right, title and interest to coal, oil, gas and other minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Russell Wilkins, et ux, et al, in Deed Recorded December 10, 1946 in Book 55, Page 63, Deed Records, Elko County, Nevada.

PARCEL 12:

TOWNSHIP 36 NORTH, RANGE 66 EAST, M.D.B.&M.

Section 21: E1/2;  
Section 22: W1/2NW1/4; S1/2;  
Section 26: W1/2W1/2;  
Section 27: All;  
Section 28: E1/2E1/2; W1/2SE1/4;

EXCEPTING AND RESERVING THEREFROM the following described land:

Beginning at a point from which the Southwest Corner of Section 28, TOWNSHIP 36 NORTH, RANGE 66 EAST, M.D.B.&M., bears South 84°52' West, 2,519.9 feet distant;

THENCE North 25°20' East, 486.81 feet;

THENCE South 64°40' East, 303.07 feet;

THENCE South 25°21' West, 140.51 feet;

THENCE South 64°40' East, 140.00 feet;

THENCE South 25°20' West, 346.30 feet;

THENCE North 64°40' West, 443.07 feet;

Section 33: All;  
Section 34: All;

Continued on next page

EXCEPTING FROM Parcel 12 all right, title and interest to coal, oil, gas and other minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Russell Wilkins, et ux, et al, in Deed recorded December 10, 1946 in Book 55, Page 63, Deed Records, Elko County, Nevada.

PARCEL 13:

TOWNSHIP 35 NORTH, RANGE 66 EAST, M.D.B.&M.

Section 34: W1/2;

EXCEPTING FROM Section 13 all minerals, mineral rights, gas, oil, coal and other hydrocarbons, in, under or upon said property or that may in any way be produced therefrom as reserved by W.J. Thomas and Grace L. Thomas, his wife, in Deed recorded January 23, 1959 in Book 75, Page 376, Deed Records, Elko County, Nevada.

PARCEL 14:

TOWNSHIP 34 NORTH, RANGE 67 EAST, M.D.B.&M.

Section 5: All;

Section 7: All;

EXCEPTING THEREFROM all that portion of said land as conveyed to Nevada Northern Railway Company, in Deed recorded February 7, 1906 in Book 28, Page 617, Deed Records, Elko County, Nevada.

FURTHER EXCEPTING THEREFROM all that portion of said land as conveyed to Western Pacific Railway Company in Deed recorded February 19, 1909 in Book 31, Page 71, Deed Records, Elko County, Nevada.

FURTHER EXCEPTING THEREFROM that portion of the W1/2W1/2 lying west of the Nevada Northern Railroad as conveyed to Gordon Griswold and Kitty Griswold, his wife, in Deed recorded August 14, 1946 in Book 54, Page 354, Deed Records, Elko County, Nevada.

FURTHER EXCEPTING FROM all of Parcel 14 all right, title and interest to coal, oil, gas and other minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Russell Wilkins, et ux, et al, in Deed recorded December 10,

Continued on next page



Order No. 0301278

1946 in Book 55, Page 63, Deed Records, Elko, Nevada.

PARCEL 15:

TOWNSHIP 34 NORTH, RANGE 66 EAST, M.D.B.&M.

Section 1: All;

EXCEPTING THEREFROM all that portion of said land as conveyed to Western Pacific Railway Company in Deed recorded February 19, 1909 in Book 31, Page 71, Deed Records, Elko County, Nevada.

Section 11: ALL;

EXCEPTING FROM Parcel 15 all petroleum, oil, natural gas and products derived therefrom, lying in and under said land or that may be produced therefrom, as reserved by Southern Pacific Land Company in Deed recorded August 1, 1949 in Book 57, Page 126, Deed Records, Elko County, Nevada.

FURTHER EXCEPTING FROM all of the above described land those portion lying within the railroad right-of-way.



CRAIG K. PERRY & ASSOCIATES

September 1, 2005

RESENT VIA FAX:9/7/05

John Peter Lee  
John Peter Lee, Ltd.  
830 Las Vegas Boulevard South  
Las Vegas, NV 89101

RECEIVED  
SEP - 8 2005  
JOHN PETER LEE, LTD.

RE: Wendover Project, LLC  
Your Client: Gholamreza Zandian Jazi

Dear Mr. Lee:

Yesterday morning, Mr. Sadri faxed me over a copy of your letter dated August 25, 2005. I have been asked to respond on behalf of Wendover Project, LLC, and the managing members, Ray Koroghli and Faribouz "Fred" Sadri, Trustee, Star Living Trust (hereafter referred to as "Mr. Sadri").

Mr. Sadri and Mr. Koroghli have indicated to me that under normal circumstances a reasonable request for inspection of company records by a managing member in good standing would be accommodated. That situation is non-existent here.

Mr. Sadri and Mr. Koroghli have explained to me their latest findings concerning Mr. Jazi, and how he has abused sensitive company information, has made intentional misrepresentations while acting as if he represents the company, has not acted in the best interests of the company, and has failed to provide any of the promised consideration needed to become a functional, managing member of Wendover Project LLC. Since Messrs. Sadri and Koroghli seriously doubt that your client will come clean with you, they have asked me to prepare a list of his relevant wrongful acts. They tell me they are learning more about other wrongful acts with each passing day.

You should know also know that Mr. Jazi has admitted to them many of his faults and wrongdoings that they have uncovered, and has apologized--asking for more chances. These issues have been the topic of many discussions between them. Issues that serve as the basis for their denial of his view of company records are set forth below:

1. Illegal Presence in the United States: Wanted by Office of Homeland Security and INS. Messrs. Sadri and Koroghli have learned that as early as 1993, Mr. Jazi was indicted on charges of attempting export a controlled commodity, conspiracy, and making a false statement to the Commerce Department. See attached article from archives of the LA Times. Mr. Jazi disappeared rather than face the charges and go to trial. He allegedly fled the country, and returned only recently, illegally, without proper INS authorization. Mr. Jazi's illegal presence has been reported to both the INS in conjunction with the Department of Homeland Security. Other information obtained states he may have received jail time for other criminal misconduct. They expect him to be picked up and face deportation any day.

900 South Fourth Street  
Las Vegas, Nevada 89101  
702.228.4777 Telephone 702.384.5386 Fax

WFZ1847

John Peter Lee  
Sept. 1, 2005  
Page Two

Neither Messrs. Sadri nor Koroghli were aware of Mr. Jazi's criminal background at the time they became associated with him. He told them he was here legally and had a "Green Card."

You can imagine their shock and concern, as well as the ill will it has generated for the company when this information was recently discovered by Wendover officials (i.e., City Manager, Chris Melville was the first to find this out). The city has acted with greater caution and manifested heightened concern about this project on the remaining issues, such as water rights. The company's goodwill, and the reputations of Sadri and Koroghli, has been tarnished by their association with him.

The members of the LLC relied upon Mr. Jazi's false representations about his immigration status and non-criminal background in associating with him. Mr. Jazi continues to misrepresent himself and hides his true background to others, including the members and managing members of Wendover Project LLC, as well as to others he contacts without permission, misrepresenting himself as acting on behalf of Wendover Project LLC. He continues to use any sensitive Wendover Project LLC information he can to perpetuate his lies, luring away and misleading important investors, leads, and contacts.

2. Lack Of Consideration; Bogus Consideration. Mr. Jazi was going to contribute \$1 million towards the purchase of the land by selling foreign properties he allegedly owned. When it came time for him to pay, he failed to contribute any money towards making any of the payments. His involvement in Wendover Project LLC and status as a managing member was pre-conditioned upon his agreement to split the payment of costs and purchase of the property as consideration.

Mr. Zandian was supposed to have also provided \$3 million worth of consideration (i.e., stock ownership in one of his corporations) to John Hart towards the payment of the property. It turns out that the stock he transferred to Steve Hart was worthless, therefore bogus consideration. To date, Mr. Jazi has not put in a single into Wendover Project LLC. All he has ever given in this regard are hollow promises.

3. Unlawful Receipt of Real Estate Commission. Once Wendover Project bought the property from Pico Holding, Mr. Jazi received an illegal kickback commission of \$600,000 from the sellers. Attached are the checks. Mr. Jazi's receipt of this commission is regulated by and in violation of Nevada state law regarding the payment of such commissions; it diverted investor funds away from the LLC and inflated the purchase price; Mr. Jazi broke the law, breached his fiduciary duties, and put his own interests ahead of the company. The Nevada Department of Commerce has informed Mr. Sadri that the actions of Mr. Jazi are constitute serious violations of law and he faces violation charges. Messrs. Sadri and Koroghli are in possession of copies of the checks demonstrating the illegal commission he received, and they are attached for your reference.

John Peter Lee  
Sept. 1, 2005  
Page Three

Mr. Jazi, as a fraudulent inducement to rush the members of Wendover Project LLC into action, told them there was another buyer who was willing to pay \$25 million for the land being sold by Pico Holding. This turned out to be false information that induced the investors to act quickly and agree to a higher price that greatly benefitted Mr. Jazi.

3. Misuse of Company and Investor Information. Mr. Jazi has repeatedly used the name of Wendover Project LLC and the names of Messrs. Sadri and Koroghli with others, and has disclosed their sensitive financial information and misrepresented to other parties his authority to act on behalf of Wendover Project LLC. His attempts to obtain access to corporate information at this time is a subterfuge acquire more company information that he can use to harm the company and its members.

Next, Mr. Jazi took it upon himself to set up a second mailing address in violation of the one stated in the Operating Agreement, on behalf of Wendover Project LLC, without the permission or consent of Messrs. Sadri or Koroghli, and thereby received and diverted valuable business and trade opportunities and communiques addressed to Wendover Project LLC which has harmed the LLC, and prevented this LLC from profiting or benefitting from the information he is receiving at that address. No one has given him permission to do this.

On another occasion, Mr. Jazi contacted a valuable LLC investor, Mr. Abrishami, and caused him to invest in one of Mr. Jazi's personal projects. The diversion of this capital came at a time when the company faced capital needs to pay down a loan that Mr. Abrishami's money could have facilitated with paying down. This is but one more example of Mr. Jazi not acting in the best interests of this LLC.

Mr. Jazi has used multiple social security numbers to fraudulently hide his identity in violation of federal law, and he will not be given additional opportunities to steal the identities of other members by looking at the company records.

Finally, Mr. Jazi's misuse of sensitive company and personal information of the managing members has resulted in Mr. Jazi improperly furthering his own interests, illegally or otherwise, at the expense of the company and its members. There is every reason to suspect he has not changed and will continue to operate in this manner.

4. Website For LLC Created Without Permission and Containing Material Misstatements. Mr. Jazi, without direction or approval, set up a website for the LLC. Mr. Jazi published on the website that the LLC owned 1.2 million acres of Nevada land, which is patently false. This misrepresentation was discovered by Pico Holding last year, and they understandably issued a cease and desist letter. In addition, he improperly listed on the website properties that were not even owned by the LLC—they were owned by Star Living Trust. This was done by him in an effort to attract other investors to himself on other projects. Apparently, his ploy was somewhat successful.

John Peter Lee  
Sept. 1, 2005  
Page Four

For these reasons and more, Messrs. Sadri and Koroghli will not provide Mr. Jazi with further means to cause further harm to Wendover Project LLC or to its operations. Based upon his prior misconduct, they believe this will continue to occur. They have a fiduciary duty to the other investors to protect them from Mr. Jazi's unwanted solicitations and misrepresentations.

Both Mr. Koroghli and Mr. Sadri have discussed all of these issues with your client in an effort to rectify the problems he has created for the company. So far, Mr. Jazi, while admitting and apologizing repeatedly for his misconduct, has not made any reparations or taken any corrective action.

Please advise your client that as a result of his failure to provide the agreed-upon consideration, and for his abuses adversely affecting the LLC, demand is made that he (1) cease and desist making any representations made concerning the LLC or its members, or in contacting them; (2) resign as a listed managing member of the LLC effective immediately, and (3) take nothing by way of ownership interest in this LLC. If he does this, the LLC will not seek any monetary recovery from him. Obviously, any efforts made by the any governmental agency or body will continue.

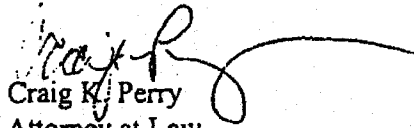
The Operating Agreement provides for formal disputes to be resolved through binding arbitration. If you and I cannot work through the present issues informally, which I hope we can, then I suggest we invoke the terms of the Operating Agreement and move forward with resolution of the presently outstanding issues through binding arbitration.

The things listed thus far are just the tip of iceberg regarding Mr. Janzi's misconduct. They are aware his attempts to sue Optima owners after he sold out, when he learned that they were close to receiving a settlement on a disputed infringement; they know he failed to appear for his deposition that was to be held a few days ago; we know he has used and continues to use various social security numbers; they know he has misrepresented the extent of his asset holdings to others; they know that he has defrauded many other people through sharp business practices over many years. He has, for example, tied up warehouse space of Ray Koroghli and others with shipping containers, at Koroghli's expense. All of this will be uncovered as it relates to this LLC and Mr. Janzi's pattern of conduct in defrauding people associates, investors, and those who believed he was and could be trusted as a friend.

Please feel free to call me any time—with the exception that I will be unavailable over the Labor Day weekend beginning Thursday, September 1, 2005 at noon until Tuesday morning, September 6, 2005.

Sincerely Yours,

CRAIG K. PERRY & ASSOCIATES

  
Craig K. Perry  
Attorney at Law

WFZ1850

Leila,

This fax came in from Fred Sadri

----- Original Message -----

**From:** Matthew Bahrami

**To:** Robert Adams

**Sent:** Monday, July 11, 2005 4:40 PM

**Subject:** More of Zandian's fraud

Robert,

I just got a call from Fred Sadri, he is my ex-wife's cosine, Ali Faeghi's nephew. He is in legitimate land business in Las Vegas.

He told me that Zandian has defrauded him and some of his investors for over \$15 million dollars. Along with Faeghi who is in bed with Zandian. Zandian has also done many other fraudulent deals as well. He also had some information about the printing equipment, I guess Reza fucked that guy for a couple of Millions also.

They are getting a law suit ready against Zandian and he is in touch with Homeland Security, FBI and INS to find him.

He wanted to talk to you about this guy to see if you had any information that can help him nail Zandian, he wants all of us to join forces to nail this SOB.

I told him I wouldn't give him your phone number but I'll talk to you and have you call him and hear what he has to say. Thought you maybe interested to put Reza away once and for all.

His phone number is (702) 873-8170, please call him and just hear what he has to say, if you want to refer him to your attorneys, fine but at least just talk to him and hear what he says. Reza is a much bigger crook than you and I thought.

Thanks,  
Matt.

---

Do You Yahoo!?

Tired of spam? Yahoo! Mail has the best spam protection around

<http://mail.yahoo.com>

TO: Who It May Concern:

Protect the National Security of the U.S. Government by denying the permanent residency to Reza Zandian

RE: Reza Zandian, Reza Zandian Jazi,  
Gholamreza Zandian, or Gholamreza Zandian Jazi  
(All is one person using in various transactions)  
Social Security # 625-34-1563  
Date of Birth January 15th 1952.

Reza Zandian has several Social Security numbers, the one mentioned above is one of them being used by this man.

Reza Zandian was born in Iran/Esfahan. He has attended several Anti Tax activities in Los Angeles, and Nevada. He has criminal records since 1993 with the US Dept. of Commerce. Charged with shipping the sophisticated computers to Iranian Government against the United States. Not to mention that Reza has close relationship with Rafsanjani's son, the head of the Islamic Republic of Iran.

Reza Zandian was arrested at Los Angeles Air Port by the Federal agents. He had criminal records with the United States Government for a long time, and was deported from United States. He moved to France for several years. In France he defrauded the Melli Bank of Iran in France and Iran. He had close relationship with Iranian regime and trusted by them, that he purchased weapons for the Iranian Government in the past.

He moved back to United States. The Immigration office denied his visa. Somehow he entered to US and was residing at Howard Johnson's Hotel on 1401 S. Las Vegas Blvd. 89104. He has a close relationship with the Hotel owner, Ali Fayeghi, and his son Sean S. Fayeghi. He has been doing real estate transactions, without obtaining the real estate license. He has been using false web sites to attract innocent people and taking their money to sell them land. Reza or Gholamreza Zandian has been using different names in the real estate transactions. He has been constantly moving from one place to another within the last two years. So people won't be able to find him, and in order to confuse the authorities.

The followings are some of the addresses that he has lived during the past two years or used as his mailing address:



FROM :

PHONE NO. :

Jun. 17 2002 02:22AM

2

-950 S. Seven Hill Dr. #1026 Henderson, Nevada 89052  
-1401 N. Las Vegas Blvd. 89104 (Howard Johnson's Hotel)  
-9550 W. Sahara Apt. 2148 Las Vegas, Nevada 89117  
-731 Mall Ring Circle Henderson, Nevada 89014  
-220 Sussex Pl. Carson City NV. 89703  
-P.O.Box 81624 Las Vegas, NV 89180-1624  
-8350 W. Sahara Ave. ste #150 Las Vegas NV 89117  
-8 San Ramon Dr. 92612 Irvine Ca.  
-Tower 8775, 4240 La Jolla Village Dr. Costa Verde Blvd.  
92037 ( across from the Marriot Hotel in La Jolla Beach  
(on the 14th floor) Probably Apt. 1460, which might be the  
current address.

Reza Zandian is married to Nilufar Foughani. At the present times they are living with his sister-in-law (Nilufar's sister, called Nastaran, in La Jolla)

Not to mention that Reza Zandian has been using more than 20 different phone numbers, while he carries 4-5 cell. phones in his pocket or his car. Most of time he uses the public phone for important calls. Some the phone numbers are as follow:

(775) 450-6833	(858) 344-2955
(858) 587-1414	(858) 625-2460
(949) 400-5614	
(702) 325-1849	

There are a lot more than this that we don't know the numbers

Reza Zandian shipped 20 containers from Paris or Germany, one of the shipyard companies to the United State/Long Beach, California. He claims that all containers were containing the printing equipment. But it seems like there is more to it. Zandian is trying to proof to IRS that he has lost over 2 million dollars in business related to the shipyard containers! The informations are false, and he is trying to avoid paying the Federal Tax and the State Tax. On 2003-2004 Reza collected close \$1.5 million dollars commissions from Pico Holdings, Inc. at 874 Prospect Street, ste. 301 La Jolla, Ca. 92037-4264. (You may call Richard or Max at 888-389-3222 for more information.

Reza Zandian did paid taxes on that amount. He has not filed for the income tax at all.

Reza Zandian has set up false California Companies by using the former Optima employ's social security number. This company was called "Optima Technology Company". Zandian some how sold the company and did not pay any capital gain and cheated the IRS again.

The followings are some of the L.L.c.'s that has been open by Reza Zandian:

WFZ1853

Sparks Village L.L.C (100 Acres commercial, Active date 12/15/04):

-Sean S. Fayeghi, 1401 S. Las Vegas Blvd. Las Vegas, NV 89104  
-Ali Fayeghi, 3080 Tioga Way, Las Vegas, NV. 89117  
-Reza Zandian, 8350 W. Sahara Ave. Las Vegas, NV. 89117

Churchill Park Development L.L.C (active date 9/22/04):

-Elias Abrishami  
-Rafi Abrishami  
-Reza Zandian, 220 Sussex Pl, Carson City, NV. 89703

1-5- Plaza L.L.C, (Active date 2/3/05)

-Sean S. Fayeghi  
-Sima Behnamjou  
-Ali Fayeghi  
-Reza Zandian, 8350 W. Sahara Ave. ste 150, Las Vegas NV.  
89117

Optima Technology Corporation: (Active date 10/11/04

-Reza Zandian 8 San Ramon Dr. Irvine, Ca. 92612

Gold Canyon Development: File date: 5/27/04

-Elias Abrishami  
-Rafi Abrishami  
-Reza Zandian, 9550 W. Sahara ave. ste. 1011 Las Vegas, Nv  
89117

Lyon Park Development L.L.C: (Active Date 9/22/04

-Elias Abrishami  
-Rafi Abriasami  
-Reza Zandian, 220 Sussex Pl Carson City, NV. 89703

High Tech Development L.L.C: (Active Date 9/22/04

-Elias Abrishami  
-Rafi Abrishami

-Reza Zandian

REMOVED PROJECT NUMBER (ACTIVE DATE 10/1/03)

-Gholamreza Zandian Jazi, 9550 W. Sahara Ave. 2148  
Las Vegas, NV. 89117

Big Spring Ranch L.L.C (Active Date: 10/1/03)

-Gholamreza Zandi, P.O.Box 81624 Las Vegas, NV. 89180-1624

Nevada Land Water Resource L.L.C: (File date 5/13/03)

-Gholamreza Zandian Jazi, 9550 W. Sahara Ave. # 2148  
Las Vegas, NV. 89117

Reza Zandian has been trying to obtain the Green card for his family and himself, issuing the Green Card to this man is a very bad news to the Middle Eastern community, specially Iranian in California and Nevada. If Homeland security or INS issue this man a permanent residency, it is like issuing a passport to Ben Laden. this man is capable of doing any thing for money. Two years ago he did not have a dime in his pocket, but all of a sudden he is talking of Million dollar deals! He has committed several frauds through the web sites by advertising real estate auctions. He has many victims in real estate transactions in Northern and Southern Nevada. He is providing false informatins to Immigration office. by opening false L.L.C's, to prove to Immigration that he has many investments in this country, while he did not even put one dime in any deal. He will do anything to obtain his green card.

Reza Zandian is very dangerous man, by investigating on him you will be really surprised. If you need more informations you may call Fred Sadri at (702) 873-8170.

Jun. 17 2002 02:24PM PT

PHONE NO. :

FROM :

WFZ1855



# JOHN PETER LEE, LTD.

ATTORNEYS AT LAW

830 LAS VEGAS BOULEVARD SOUTH

LAS VEGAS, NEVADA 89101

TELEPHONE (702) 382-4044

FACSIMILE (702) 383-9950

E-MAIL: info@johnpeterlee.com

August 25, 2005

Mr. Fariborz Fred Sadri  
Mr. Ray Koroghli  
3055 Via Sarafina  
Henderson, Nevada 89012

Re: Gholamreza Zandian Jazi

Gentlemen:

This office represents Gholamreza Zandian Jazi. He is a Managing Member of Wendover L.L.C. We have copies of Operating Agreements dated May 8, 2003 and December 26, 2003 naming each of you as a Managing Member, together with Mr. Zandian; providing that the principal place of business was at 4225 South Eastern Avenue, Las Vegas, Nevada 89119; that Managing Member Fariborz Fred Sadri's address is 2827 South Monte Cristo, Las Vegas, Nevada 89117 that the Resident Agent Ray Koroghli's address is 3055 Via Sarafina, Henderson, Nevada 89012; and that the principal place of business changed to the Via Sarafina address by the December Operating Agreement.

According to Paragraph 1.6 of each Agreement, Wendover is required to maintain books and records at its principal office. Accordingly, this letter is being delivered to you at each of the addresses which are shown in the Operating Agreements.

This letter makes demand upon you and each of you, at whatever address you are and wherever the books and records of Wendover L.L.C. are kept, to permit inspection and copying of the following records specifically identified in each of the Operating Agreements referred to in Paragraph 1.6, together with the company books as specified in Paragraph 4.2(a) designated as "books of account" and "books of account" as defined in Paragraph 5.6:

- (a) A current list of the full name and last known business address of each Managing Member and Member separately identifying all Members in alphabetical order.
- (b) A copy of the filed Articles of Organization and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any document has been executed.

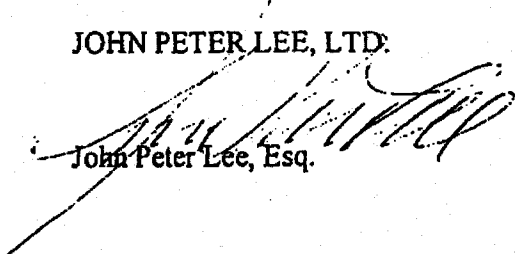
Mr. Fariborz Fred Sadri  
Mr. Ray Koroghli  
August 25, 2005  
Page Two

- (c) Copies of the Company's federal income tax returns and reports, if any, for the three (3) most recent years.
- (d) Copies of any then effective Operating Agreement and of any financial statements for the Company for the three (3) most recent years.
- (e) A statement setting forth the Capital Contributions of each Member including:
  - (1) The amount of cash and description and statement of the agreed value of the other property or services contributed by each Member and which each Member has agreed to contribute.
  - (2) The items as to which or events on the happening of which any additional contributions agreed to be made by each Member are to be made.
  - (3) Any right of a Member to receive, or of a Managing Member to make, distributions to a Member (including Managing Members) which include the return of all or any part of the Member's contributions as set forth more fully in Article 3, paragraph 3.8.
  - (4) Any events upon the happening of which the Company is to be dissolved and its affairs wound up.

This request requires you to produce for inspection the aforementioned books and documents on the 2<sup>nd</sup> day of September, 2005 at the hour of 10:00 a.m. at the principal place of business of Wendover L.L.C. at 3055 Via Sarafina, Henderson, Nevada. At that time, our client, and a representative of this office, will review the records demanded and copy those documents which are necessary to support our client's rights.

Yours truly,

JOHN PETER LEE, LTD.

  
John Peter Lee, Esq.

JPL/jlr  
cc: Client  
1334.022860





**EXHIBIT "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





any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded February 22, 1991 in Book 3216, Page 526 as Document No. 1461483 of Official Records.

**PARCEL C:**  
A.P.N. 079-150-13

The Northeast  $\frac{1}{4}$ ; South  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$ ; South  $\frac{1}{2}$  of Section 27,  
Township 21 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 09, 1990 in Book 3019, Page 756 as Document No. 1373452 of Official Records.

**PARCEL D:**  
A.P.N. 084-040-02

Section 5, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such



use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded February 22, 1991 in Book 3216, Page 526 as Document No. 1461483 of Official Records.

**PARCEL E:**  
A.P.N. 084-040-04

Section 3, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL F:**  
A.P.N. 084-040-06

Section 1, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection



therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL G:**  
A.P.N. 084-040-10

The North  $\frac{1}{2}$  and the North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the North  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ , all in Section 14, Township 20 North, Range 23 East, M.D.B.&M.

ALSO EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL H:**  
A.P.N. 084-130-07

The Northwest  $\frac{1}{4}$  and the North  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  and Government Lot 1 in the Southwest  $\frac{1}{4}$  of Section 15, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with



any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL I:**  
A.P.N. 084-140-17

The Northeast  $\frac{1}{4}$  of Section 15, Township 20 North, Range 23 East, M.D.B.&M.

~~EXCEPTING THEREFROM~~ all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

~~FURTHER EXCEPTING~~ and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.



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*Christy B. ...*  
CLERK

1 ANS  
 2 JOHN M. NETZORG, ESQ.  
 3 Nevada Bar No. 1335  
 4 2810 West Charleston Boulevard, #H-81  
 5 Las Vegas, Nevada 89102  
 6 (702) 878-3400  
 7 Attorney for RAY KOROGHLI, individually  
 8 FARIBORZ FRED SADRI, individually and as Trustee  
 9 of the STAR LIVING TRUST

7 **DISTRICT COURT**  
 8 **CLARK COUNTY, NEVADA**

9 GHOLAMREZA ZANDIAN JAZI, )  
 )  
 10 Plaintiff, ) CASE NO. A 511131  
 ) DEPT. NO. XIII  
 11 vs. )  
 )  
 12 RAY KOROGHLI, individually, FARIBORZ )  
 13 FRED SADRI, individually and as Trustee of the )  
 14 the Star Living Trust, WENDOVER PROJECT, ) **DEFENDANTS' RAY**  
 15 LLC, a Nevada limited liability company; BIG ) **KOROGHLI AND FARIBORZ**  
 16 SPRING RANCH, LLC, a Nevada limited liability ) **SADRI'S ANSWER AND**  
 17 company, and NEVADA LAND AND WATER ) **COUNTERCLAIM**  
 18 RESOURCES, LLC, a Nevada limited liability )  
 19 company )  
 20 Defendants )

19 Date of Hearing: n/a  
 20 Time of Hearing: n/a

21 COME NOW, Defendants Ray Koroghli and Fariborz Fred Sadri, by and through their  
 22 counsel, John M. Netzorg, Esq., and for their Answer to Plaintiff's First Amended Complaint,  
 23 state as follows:

24 1. Answering Paragraph 1, Answering Defendants are without sufficient  
 25 knowledge or information upon which to base a belief as to the truth of the allegations contained  
 26 in Paragraph 1, and upon said ground deny each and every allegation contained therein.  
 27  
 28

CE101

LAW OFFICES OF  
 JOHN M. NETZORG  
 2810 W. CHARLESTON BLVD., SUITE H-81  
 LAS VEGAS, NEVADA 89102  
 (702) 878-3400

COUNTY CLERK

DEC - 8 2005

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2. Answering Defendants admit the allegations contained in Paragraph 2.
3. Answering Defendants admit the allegations contained in Paragraph 3.
4. Answering Paragraph 4, Answering Defendants are without sufficient knowledge or information upon which to base a belief as to the truth of the allegations contained in Paragraph 4, and upon said ground deny each and every allegation contained therein.
5. Answering Defendants deny the allegations contained in Paragraph 5.
6. Answering Defendants deny the allegations contained in Paragraph 6.
7. Answering Defendants deny the allegations contained in Paragraph 7.
8. Answering Defendants deny the allegations contained in Paragraph 8.
9. Answering Defendants deny the allegations contained in Paragraph 9.
10. Answering Defendants deny the allegations contained in Paragraph 10.
11. Answering Defendants deny the allegations contained in Paragraph 11.
12. Answering Defendants deny the allegations contained in Paragraph 12.

**Attorney's Fee**

Answering Defendants deny this allegation.

**COUNTERCLAIM**

COME NOW, Counterclaimants, RAY KOROGHLI and FARIBORZ FRED SADRI and for their counterclaims against the Counterdefendant GHOLAMREZ ZANDIAN JAZI, allege as follows:

1. Counterclaimant RAY KOROGHLI (hereinafter "Ray") is a member and manager of the three named LLCs.
2. Counterclaimant FARIBORZ FRED SADRI (hereinafter "Fred") is a member and manager of the three named LLCs.

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3. Counterdefendant GHOLAMREZA ZANDIAN JAZI aka Zandian and Zandian Jazi (hereinafter "Zandian") is believed to live in California.

4. Zandian was introduced to Fred by Fred's uncle who indicated Zandian was a prominent business man, was down on his luck, and needed some assistance.

5. Zandian and his family befriended Fred.

6. Zandian represented to Fred and Ray that he had substantial holdings in Europe and in Iran.

7. Zandian further represented that he had a personal relationship with Vidler Water Company, an affiliate of Pico Holdings, Inc., the purchasers of the Union Pacific land holdings in northern Nevada and water rights appurtenant thereto.

8. Zandian represented that by reason of his relationships with Vidler, its CEO, John R. Hart, and other officers, that he was in a position to acquire substantial land holdings in Nevada for a fraction of their value.

9. Based on these representations, the parties undertook a number of investments.

10. The parties' initial investment was Nevada Land and Water Resources, LLC.

11. This transaction closed in the summer of 2003.

12. Each of the partners was to be responsible for one-third of the million dollar investment in this 4400-acre parcel in Pah Rah, Washoe County, Nevada.

13. Zandian represented that he had a shipping company in Europe as well as houses in Paris, Nice, and Iran and was temporarily without funds.

14. Fred advanced 100% of Zandian's investment in the form of a purchase money note and deed of trust.

15. Later that year, in December, the parties closed on two other transactions, one of



1 which the Big Springs Ranch Project, a 37,000 acre parcel and 20,000 acre feet of water located  
2 25 miles from Wendover.

3 16. As with the prior project, Fred and Ray put up \$900,000.00 apiece and Zandian  
4 nothing.

5 17. The third investment was the Wendover Project, LLC.

6 18. When Zandian introduced the Wendover Project to his partners, he represented  
7 that this 6400 acre Vidler holding, west of Wendover, Nevada, could be acquired for  
8 \$15,000,000.00, or approximately one-third of its \$50,000,000.00 value.  
9

10 19. Zandian, claiming to own a shipping yard in Europe, was to contribute his  
11 \$3,000,000.00 in stock in the facility and the partners would share equally.

12 20. Fred and Ray organized the financing and brought in several new investors to  
13 invest to reduce the loan amount.

14 21. The operating agreements disclosed what the managing partners were to receive.

15 22. The original purchase included a substantial purchase money deed of trust.

16 23. When debt service was necessary, Fred and Ray made the payments.

17 24. When the note and deed of trust matured, Fred hypothecated his other properties  
18 in order to save the Wendover Project from foreclosure.  
19

20 25. Subsequently, several investors were brought to Wendover to view the  
21 project and introduced to City officials.  
22

23 26. In response to inquiries as to the value of the land, the City officials indicated that  
24 it was \$200.00 to \$400.00 an acre.

25 27. As a result of Zandian's failure to contribute anything, questions as to the accuracy  
26 of his representations and his refusal to assist in the financing, Fred and Ray became concerned  
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28

1 and flew to California to meet with John Hart, the CEO of Vidler Water Company and Pico  
2 Holdings, the sellers of the land.

3 28. Fred and Ray were advised by Mr. Hart that the stock tendered by Zandian was  
4 worthless.

5 29. On further demand, Fred and Ray were provided with documentation that  
6 Zandian had received undisclosed commissions on all transactions from his principal, the seller.

7 30. Zandian represented that Fred and Ray would be partners in a 2,000 acre parcel in  
8 Dayton, Nevada.

9 31. Without Fred and Ray's knowledge, Zandian proceeded with the acquisition of  
10 this and other properties excluding Fred and Ray, but using investors introduced to him by them  
11 to close the transactions.

12 32. Zandian proceeded to form LLCs including Gold Canyon Development, LLC,  
13 High-Tech Development, LLC, Lion Park Development, LLC, Churchill Park Development,  
14 LLC and Sparks Village, LLC during 2004 and additional LLCs during 2005 including Dayton  
15 Plaza, LLC and Misfits Development, LLC.

16 33. As a result of learning that not only had Zandian tendered no consideration for his  
17 interests, but that he had received undisclosed and improper commissions from the sellers on  
18 each of the land transactions, the agreements were rescinded.

19 34. Nevada Land and Water, LLC, the first transaction, was never conveyed to the  
20 LLC, but rather, Zandian refused and the interests were held as tenants-in-common.

21 35. Zandian has neither tendered nor paid one penny on the note and deed of trust  
22 which was on the eve of foreclosure in December 2005.

23 36. As a result of having tendered worthless stock for the acquisition of the Wendover  
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1 Project, and actually having received hundreds of thousands of dollars in secret compensation,  
2 his rescinded interest was transferred to the other investors pro rata.

3 **FIRST COUNTERCLAIM FOR RELIEF**

4 **(Rescission)**

5 37. Counterclaimants repeat and reallege each and every allegation set forth above in  
6 Paragraphs 1 through 36 as though fully set forth at length herein.

7 38. The Counterdefendant misrepresented the terms and conditions of the  
8 investments.

9 39. The Counterdefendant has taken over half a million dollars in undisclosed  
10 commissions and profits while simultaneously representing their value and Counterclaimants'  
11 intentions.

12 40. Had Counterclaimants been aware of the true facts, they never would have entered  
13 into the transactions.

14 41. By reason of the misrepresentations, breach of fiduciary duties, and receipt of  
15 undisclosed commissions and compensation, the Counterclaimants and investment entities are  
16 entitled to rescission.

17 42. By reason of a failure of consideration, the Counterclaimants and investment  
18 entities are entitled to rescission.

19 43. By reason of Counterdefendant's intentional misrepresentations and omissions of  
20 material fact, the Counterclaimants are entitled to rescission.

21 **SECOND COUNTERCLAIM FOR RELIEF**

22 **(Derivative Claims by the LLCs and by Counterclaimants)**

23 44. Counterclaimants repeat and reallege each and every allegation set forth in  
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Paragraphs 1 through 43 above as though fully set forth at length herein.

1  
2 45. Counterdefendant was the fiduciary of the investors and was under a duty to  
3 disclose all compensation received.

4 46. By negotiating commissions, not only was this conduct in violation of Nevada real  
5 estate law, but it worked a fraud against the Counterclaimants in that Counterdefendant received  
6 undisclosed commissions and profits.

7 47. The Counterdefendant had fiduciary duties and statutory duties to disclose all  
8 compensation and agency relationships.

9 48. Even though Counterdefendant was not a Nevada licensee, he was nonetheless  
10 required to comply with Nevada Agency Disclosure Statutes and the other real estate licensee  
11 requirements.

12 49. Counterdefendant has not contributed one penny towards the principal amounts,  
13 interest, property taxes, water rights, engineering or anything.

14 50. In receiving hundreds of thousands of dollars in undisclosed commissions, the  
15 Counterdefendant has enriched himself at his fiduciaries' and the Counterclaimants' expense.

16 51. In so acting, the Counterdefendant has caused the Counterclaimants damages in  
17 an amount in excess of \$10,000.00.

18 52. In doing the acts set forth, the Counterdefendant has acted willfully, maliciously,  
19 and with the intent to injure the Counterclaimants such that the Counterclaimants are entitled to  
20 punitive and exemplary damages in an amount in excess of \$10,000.00.

21  
22  
23 **THIRD COUNTERCLAIM FOR RELIEF**

24 **(Breach of Fiduciary Duties)**

25 53. Counterclaimants repeat and reallege each and every allegation set forth in  
26  
27  
28

LAW OFFICES OF  
**JOHN M. NETZORG**  
2810 W. CHARLESTON BLVD., SUITE H-81  
LAS VEGAS, NEVADA 89102  
(702) 878-3400

1 Paragraphs 1 through 51 above as though fully set forth at length herein.

2 54. Counterdefendant, as a partner, co-member, co-manager, undisclosed agent, and  
3 purported friend owed duties of disclosure to the Counterclaimants.

4 55. The standard for disclosure in Nevada is that each partner knows everything the  
5 other partner knows.

6 56. In negotiating secret commissions, misrepresenting assets, misrepresenting values,  
7 and in the other conduct complained of above, the Counterdefendant breached his fiduciary  
8 duties causing the Counterclaimants damages in an amount in excess of \$10,000.00.

9 57. In so acting In doing the acts set forth, the Counterdefendant has acted willfully,  
10 maliciously, and with the intent to injure the Counterclaimants such that the Counterclaimants  
11 are entitled to punitive and exemplary damages in an amount in excess of \$10,000.00.

12 **FOURTH COUNTERCLAIM FOR RELIEF**

13 **(Derivative Claims)**

14 58. Counterclaimants repeat and reallege each and every allegation contained in  
15 Paragraphs 1 through 56 above as though fully set forth at length herein.

16 59. Independently, and in the alternative, Counterclaimants make claim on behalf of  
17 the LLCs for recovery of the undisclosed commissions and profits and for rescission of  
18 Counterdefendant's membership interests.

19 60. Accordingly, the entities request an accounting and a judicial declaration that by  
20 reason of the misrepresentations, failure of consideration, breach of fiduciary duties and  
21 otherwise, that the membership interests claimed by Counterdefendant be declared null and void  
22 and rescinded and that the parties be restored to their status quo ante.

23 61. Derivatively and additionally, Counterclaimants request that all undisclosed  
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1 commissions and compensation received by Counterdefendant be disgorged together with the  
2 rescission.

3 **FIFTH COUNTERCLAIM FOR RELIEF**

4 **(Constructive Trust)**

5 62. Counterclaimants repeat and reallege each and every allegation contained in  
6 Paragraphs 1 through 60 above as though fully set forth at length herein.

7 63. Counterclaimants were advised that there were four Vidler properties being  
8 pursued.

9 64. Counterdefendant acquired one of the four properties, without the  
10 Counterclaimants' knowledge or consent, for his own account.

11 65. In acquiring the Dayton property, after advising the Counterclaimants that they  
12 would receive it, the Counterdefendant acquired the property utilizing funds apparently provided  
13 by one of the Counterclaimants' original investors.

14 66. In breaching his fiduciary duties, converting this company opportunity, and  
15 defrauding his co-investors, Counterdefendant has damaged the Counterclaimants in an amount  
16 in excess of \$10,000.00.

17 67. The conduct of Counterdefendant is such that a constructive trust need be imposed  
18 upon the asset so that it may be retained for the benefit of the defrauded Counterclaimants.

19 **SIXTH COUNTERCLAIM FOR RELIEF**

20 **(Negligence)**

21 68. Counterclaimants repeat and reallege each and every allegation contained in  
22 Paragraphs 1 through 66 above as though fully set forth herein.

23 69. Counterdefendant, in his dealings with Counterclaimants, owed them duties of  
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1 good faith and to conduct himself in a manner which would not adversely impact the  
2 Counterclaimants' interests.

3 70. Counterdefendant owed both a contractual duty of good faith and by reason of the  
4 fiduciary relationships, a tort duty of good faith as well.

5 71. In breaching his duties to the Counterclaimants, the Counterdefendant has caused  
6 the Counterclaimants damages in an amount in excess of \$10,000.00 for negligence damages.

7 **SEVENTH COUNTERCLAIM FOR RELIEF**

8 72. Counterclaimants repeat and reallege each and every allegation contained in  
9 Paragraphs 1 through 70 above as though fully set forth at length herein.

10 73. In no event should this Counterclaim nor any provision of this pleading ever be  
11 interpreted as an action on the Star Living Trust note and deed of trust which are secured by the  
12 Nevada Land and Water Company interest of Counterdefendant.

13 74. The Star Living Trust has elected to proceed with non-judicial disclosure of that  
14 note and obligation.

15 75. Other than the note and deed of trust discussed herein, Counterdefendant has  
16 breached his obligations under the LLC agreements and in so doing, has caused  
17 Counterclaimants and the LLCs damages in an amount in excess of \$10,000.00.

18 **EIGHTH CLAIM FOR RELIEF**

19 **(Declaratory Relief)**

20 76. Counterclaimants repeat and reallege each and every allegation contained in  
21 Paragraphs 1 through 74 above as though fully set at length herein.

22 77. Disputes have arisen between the parties as to their mutual rights and  
23 entitlements.  
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LAW OFFICES OF  
**JOHN M. NETZORG**  
2810 W. CHARLESTON BLVD., SUITE H-81  
LAS VEGAS, NEVADA 89102  
(702) 878-3400

78. As outlined above, Counterclaimants have rescinded, legally or equitably, Counterdefendant's interests in the Wendover Project, LLC and the Big Springs, LLC.

79. Furthermore, Counterclaimants claim an interest in the fourth Vidler property located in Dayton.

80. The Counterclaimants do not seek the dissolution and winding up of the LLCs, but rather seek the rescission of Counterdefendant's interests.

81. It is otherwise necessary for the Court to adjudicate the parties' rights and entitlements.

82. Accordingly, Counterclaimants request a declaration from this Court determining the rights and entitlements of the parties in each of the investments.

**NINTH CLAIM FOR RELIEF**

**(For Attorney's Fees and Special Damages)**

83. Counterclaimants repeat and reallege each and every allegation contained in Paragraphs 1 through 82 above as though fully set forth at length herein.

84. By reason of Counterdefendant's activities, it has been necessary to retain attorneys.

85. In seeking the disgorgement of the profits, rescission and the other equitable relief requested herein, Counterclaimants are incurring attorney's fees due to Counterdefendant's conduct.

86. In so acting, Counterdefendant has caused Counterclaimants' damages in an amount in excess of \$10,000.00.

**WHEREFORE**, Counterclaimants pray for relief as follows:

- 1. That Plaintiff take nothing by way of his Complaint;

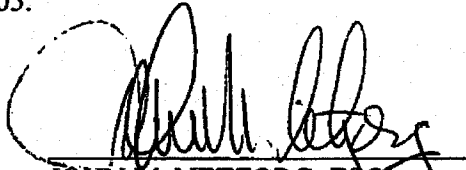


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2. For rescission of Counterdefendant's interests;
3. For disgorgement by Counterdefendant of all undisclosed commissions and profits;
4. For an accounting of all proceeds received by Counterdefendant;
5. For general damages in an amount in excess of \$10,000.00;
6. For punitive damages in an amount in excess of \$10,000.00;
7. For the imposition of a constructive trust on the Dayton property and any other misappropriated opportunities or ventures;
8. For declaratory relief;
9. For such further relief as the court deems just and proper, including attorney's fees, costs, and interest.

Dated this 6th day of December 2005.

  
\_\_\_\_\_  
JOHN M. NETZORG, ESQ.  
State Bar No. 1335  
2810 W. Charleston Boulevard, #81  
Las Vegas, Nevada 89102  
Attorney for KOROGHLI/SADRI

**RECEIPT OF COPY**

**RECEIPT OF COPY** of the foregoing Answer and Counterclaim is acknowledged this

6 day of December 2005.



JOHN PETER LEE, ESQ.  
JOHN PETER LEE, LTD.  
Nevada Bar No. 1768  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
Attorney for Plaintiff/Counterdefendant

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ORIGINAL

DISTRICT COURT  
CLARK COUNTY, NEVADA Jan 16 10 38 AM '07  
\*\*\*\*\*

GHOLAMREZA Z. JAZI, et al. .  
Plaintiffs .  
vs. .  
RAY KOROGHLI, et al. .  
Defendants .  
.....

FILED  
CASE NO. A-511131  
DEPT. NO. XI  
CLERK OF THE COURT

Transcript of  
Proceedings

BEFORE THE HONORABLE ELIZABETH GONZALEZ, DISTRICT JUDGE

HEARING ON MOTIONS

THURSDAY, JANUARY 11, 2007

APPEARANCES:

FOR THE PLAINTIFFS: HOLLY FIC, ESQ.  
MICHAEL A. REYNOLDS, ESQ.  
FOR THE DEFENDANTS: JOHN M. NETZORG, ESQ.

COURT RECORDER: JILL HAWKINS  
District Court  
TRANSCRIPTION BY: FLORENCE HOYT  
Las Vegas, Nevada 89146  
(702) 221-0246

Proceedings recorded by audio-visual recording, transcript produced by transcription service.

1 formed the basis of the settlement removed.

2           So the defendants were denied under the statutes,  
3 NRS 38, basically what amounts to their day in court. And  
4 there's no pretense that this was a complete, full and fair  
5 hearing, nor did the parties intend that it be such. They  
6 settled it, they put the settlement on the record. The  
7 plaintiffs are now disagreeing and started immediately, our  
8 spouses won't sign, that'll be confusing. Well, we didn't get  
9 the benefit -- had they notified us the day that we were  
10 putting it on the record, it never would have happened.

11           And the other items I detailed in my opposition to  
12 their motion and their reply. So thank you, Your Honor.

13           THE COURT: Okay.

14           MS. FIC: Your Honor, I have a suggestion, okay.  
15 Because what I keep hearing is settlement, settlement,  
16 settlement. We agree there was a settlement. I did say  
17 settlement, okay. But the settlement terms were -- the terms  
18 -- essential terms were put in -- recorded by a -- on the  
19 transcript by the court reporter. So we have the essential  
20 terms, okay.

21           THE COURT: You do.

22           MS. FIC: What I'm hearing is --

23           THE COURT: And you're missing some of the things in  
24 the documents you have as to those essential terms.

25           MS. FIC: Okay. And that's -- okay, Your Honor, so

1 fine. So if we have the essential terms, if we've got  
2 disputes with this, why don't we -- okay. I don't want to do  
3 a new arbitrator, because that's going to be costs to both  
4 parties. It's not going to be efficient. Arbitrator Hale was  
5 agreed to --

6 THE COURT: I'm going to solve your problem. It's  
7 really easy. I'm going to refer the matter back to Floyd Hale  
8 for further proceedings, consistent with the 9/8/06  
9 transcript. Those will include getting the mechanism for the  
10 spouses of the parties to sign the documents, getting a  
11 mechanism for the waiver of the release of the rights of first  
12 refusal that exist, entering into the settlement agreement the  
13 parties entered into. If he is unable to reach an agreement  
14 among the parties, then I will have the final word. I --

15 MS. FIC: Because, Your Honor --

16 THE COURT: Wait, wait, wait. I'm not done.

17 MS. FIC: Okay. Sorry, Your Honor.

18 THE COURT: Okay. I recommend -- this is not an  
19 order -- that an escrow be opened for the transfers of the  
20 real property. If you are merely transfer interests in an  
21 LLC, which has different tax consequences to both of your  
22 clients, I don't think it's necessary for an escrow to be  
23 opened. But if you're transferring real property, which is  
24 what it currently looks like to me you were trying to do based  
25 upon the settlement, then an escrow needs to be opened.

1 I'm referring it back to Mr. Hale, since I would  
2 typically in a case where a settlement was reached and there  
3 was a mediator or arbitrator involved refer it to that  
4 individual for some additional work with you to try and  
5 resolve those disputed issues, since they were there at the  
6 time you reached the settlement. Hopefully I have a  
7 transcript that helps me. If you are unable to reach an  
8 accommodation after speaking to Mr. Hale, then I will reach an  
9 accommodation, because I have a transcript, and I'll make a  
10 decision. And it won't be one that anybody's tax benefits are  
11 in favor of, because there's no indication in the transcript  
12 that you're going to work together to minimize tax  
13 consequences to each other, which sometimes I see in  
14 settlement agreements. And I didn't see that in this one.

15 MS. FIC: Yeah. 'Cause the only concern was I  
16 didn't want to have like maybe one wife not sign, because  
17 there's a lot of -- you know, one wife not signing upset the  
18 whole thing.

19 THE COURT: The wives have to sign. That was part  
20 of the deal you guys cut. You cut a deal the wives are going  
21 to sign. The wive's have got to sign.

22 MS. FIC: We --

23 THE COURT: That was part of the discussion on  
24 September 8th during the --

25 MS. FIC: Floyd Hale said that, but then it was not





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**ORIGINAL**

FILED

JUN 8 10 50 AM '07

*Cliff Smith*  
CLERK OF THE COURT

1 JUDGE  
JOHN PETER LEE, LTD.  
2 JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
3 MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
4 830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
5 (702) 382-4044 Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant  
6

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

9 GHOLAMREZA ZANDIAN JAZI,  
10 Plaintiff,  
11 v.  
12 RAY KOROGHLI, individually, FARIBORZ FRED  
SADRI, individually, and as Trustee of the Star  
13 Living Trust, WENDOVER PROJECT, LLC, a  
Nevada limited liability company; BIG SPRING  
14 RANCH, LLC, a Nevada limited liability company,  
and NEVADA LAND AND WATER  
15 RESOURCES, LLC, a Nevada limited liability  
company,  
16 Defendants.

CASE NO.: A511131  
DEPT. NO.: XI

**JUDGMENT CONFIRMING  
ARBITRATION AWARD**

18 RAY KOROGHLI, individually and FARIBORZ  
FRED SADRI, individually,  
19 Counterclaimants,  
20

DATE: 6-5-07  
TIME: 9:00 a.m.

21 v.  
22 GHOLAMREZA ZANDIAN JAZI,  
Counterdefendant.  
23

24 WENDOVER PROJECT, LLC,  
Counterclaimant,  
25

26 v.  
27 GHOLAMREZA ZANDIAN JAZI,  
Counterdefendant.  
28

**JOHN PETER LEE, LTD.**  
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**RECEIVED**  
JUN 08 2007  
CLERK OF THE COURT

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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.

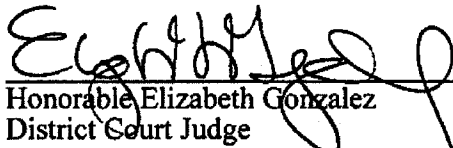
23 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all relief granted in the  
24 Implementation Award dated the 29th day of November, 2006, a copy of which is attached hereto  
25 as Exhibit "3" is granted by this Court.

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.

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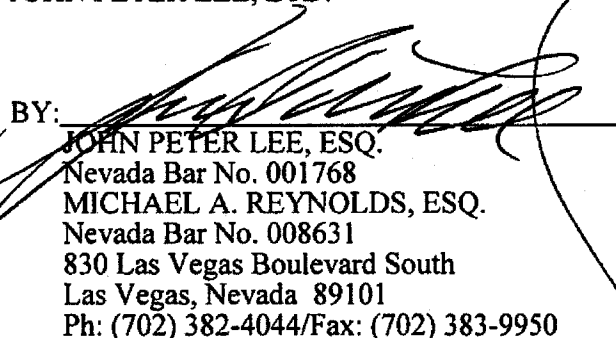
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this Court retains jurisdiction to implement this Judgment.

Dated this 7 day of June, 2007.

  
Honorable Elizabeth Gonzalez  
District Court Judge

SUBMITTED BY:

JOHN PETER LEE, LTD.

BY:   
JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
MICHAEL A. REYNOLDS, ESQ.  
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SEP 22 2006  
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2 FLOYD A. HALE, ESQ.  
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4 JAMS  
5 2300 W. Sahara, #900  
6 Las Vegas, NV 89102  
7 Ph: (702) 457-5267  
8 Fax: (702) 437-5267  
9 Arbitrator

DISTRICT COURT  
CLARK COUNTY, NEVADA

10 GHOLAMREZA ZANDIAN JAZI, ) Case No. A511131  
11 ) ) Dept. No. XII  
12 Plaintiff, )  
13 vs. )  
14 RAY KOROGHLI, individually, )  
15 FABIRORZ FRED SADRI, individually, )  
16 and as Trustee of the Star Living Trust, )  
17 WENDOVER PROJECT, LLC, a Nevada )  
18 limited liability company; BIG SPRING )  
19 RANCH, LLC, a Nevada limited liability )  
20 company, and NEVADA LAND AND )  
21 WATER RESOURCES, LLC, a Nevada )  
22 limited liability company, )  
23 Defendants. )

ARBITRATION DECISION

22 Arbitration Hearings in this matter were conducted for two full days. The parties  
23 submitted voluminous exhibits, depositions and briefs to the Arbitrator. Having reviewed the  
24 documentation submitted and having heard the testimony and representations of the parties, the  
25 following Arbitration Decision is entered:

26 1. The entire interest in the Pah Rah, LLC, property will be transferred to Gholamreza  
27  
28

FLOYD A. HALE  
SPECIAL MASTER  
2300 W. SAHARA AVE., SUITE 900  
LAS VEGAS, NEVADA 89102  
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1 Zandian Jazi, free and clear of all encumbrances, including the promissory note secured by Deed  
2 of Trust issued for the benefit of Fariborz Fred Sadri; any obligation owed to Jeff Codega, related  
3 to work that was performed as to the Pah Rah real estate will be the obligation of Gholamreza  
4 Zandian Jazi;

5  
6 2. The 320 acres referenced in the briefs and this lawsuit will be transferred free and clear  
7 to Gholamreza Zandian Jazi without any obligation to the other litigants or parties to this  
8 Arbitration or to any other party who may profess to have an interest in the 320 acres that are  
9 bound by this lawsuit and Arbitration;

10  
11 3. Fariborz Fred Sadri and Ray Koroghli will, within 30 days from the service of this  
12 Arbitration Decision, pay Gholamreza Zandian Jazi \$250,000.00 in return for Gholamreza  
13 Zandian Jazi waiving any claims or any rights as to the Big Springs Ranch, LLC or any of its  
14 assets;

15  
16 4. That Gholamreza Zandian Jazi will transfer any interest in the Wendover project, LLC,  
17 including all assets and real estate to Fariborz Fred Sadri and Ray Koroghli;

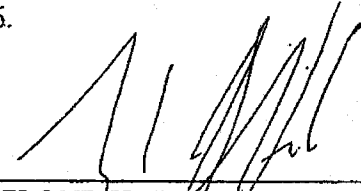
18  
19 5. All of the entities and properties that are the subject of this Arbitration and lawsuit,  
20 including Pah Rah, LLC, the owners of the 300 acres referenced above, the Big Springs Ranch,  
21 LLC, and the Wendover purchase or Wendover Project, LLC, referenced in this lawsuit and  
22 Arbitration waive any claims to reimbursement or participation in any consulting fees previously  
23 paid to Gholamreza Zandian Jazi from the seller of the real estate to those entities;

24  
25 6. That the parties, through counsel, will prepare all necessary documents to effect the  
26 transfers of the real estate assets and LLC entities and the parties to this lawsuit and Arbitration  
27 will execute all necessary documents to effect this Arbitration Order, including a mutual Release  
28 to be executed by all parties.

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7. That each party pay their own fees and costs incurred herein.

DATED this 20<sup>th</sup> day of September, 2006.

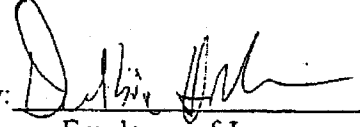
By:   
FLOYD HALE, Arbitrator  
2300 West Sahara Avenue, #900  
Las Vegas, NV 89102

CERTIFICATE OF FACSIMILE AND MAIL

I hereby certify that on the 21 day of September, 2006, I faxed and mailed a true and correct copy of the foregoing addressed to:

John Peter Lee, Esq.  
830 Las Vegas Boulevard South  
Las Vegas, NV 89101  
Attorneys for Plaintiffs  
Fax No. 383-9950

John Netzorg, Esq.  
2810 West Charleston Blvd. #H-81  
Las Vegas, NV 89102  
Attorneys for Defendants  
Fax No. 878-1255

By:   
Employee of Jams

FLOYD A. HALE  
SPEC... MASTER  
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 5 Ph: (702) 457-5267  
 Fax: (702) 437-5267  
 6 Arbitrator

DISTRICT COURT

CLARK COUNTY, NEVADA

10	GHOLAMREZA ZANDIAN JAZI,	)	Case No. A511131
		)	Dept. No. XII
11	Plaintiff,	)	
12	vs.	)	
13	RAY KOROGHLI, individually,	)	
14	FABIRORZ FRED SADRI, individually,	)	
15	and as Trustee of the Star Living Trust,	)	
16	WENDOVER PROJECT, LLC, a Nevada	)	
	limited liability company; BIG SPRING	)	
17	RANCH, LLC, a Nevada limited liability	)	
	company, and NEVADA LAND AND	)	
18	WATER RESOURCES, LLC, a Nevada	)	
	limited liability company,	)	
19		)	
	Defendants.	)	

ARBITRATION DECISION

21  
 22 On October 11, 2006, the Arbitrator received the Defendant's **MOTION TO CHANGE**  
 23  
 24 **AWARD BY ARBITRATOR PURSUANT TO NRS 38.237.** The Motion requests that  
 25 Zandian Jazi: Execute documents necessary to have the property transferred as required by the  
 26 Arbitration Decision; issue guarantees that he has not made transfers to third parties; assign shares  
 27 of shipyard stock; warrant and verify that he is in a position to execute documents required by the  
 28

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 SPECIAL MASTER  
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 LAS VEGAS, NV 89102  
 PHONE (702) 457-5267 EMAIL fhaile@floydahale.com

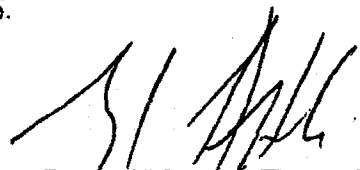
1 Arbitration Decision and verify other factual issues that were the subject of the Arbitration  
2 Agreement.

3  
4 The Motion goes well beyond the Arbitration Decision asking to reopen evidentiary  
5 matters which are unnecessary at this time. Furthermore, paragraph 6 of the Arbitration Decision  
6 indicates as follows:

7 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 11<sup>th</sup> day of October, 2006.

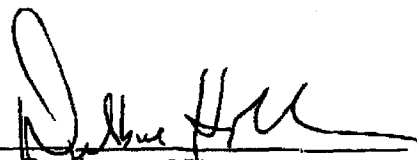
14  
15  
16 By:   
17 FLOYD A. HALE  
18 2300 W. Sahara, #900  
19 Las Vegas, NV 89102  
20 Arbitrator

21 CERTIFICATE OF FACSIMILE

22 I hereby certify that on the 11<sup>th</sup> day of October, 2006, I faxed and mailed a true and  
23 correct copy of the foregoing addressed to:

24 John Peter Lec, Esq.  
25 830 Las Vegas Boulevard South  
26 Las Vegas, NV 89101  
27 Attorneys for Plaintiffs  
28 Fax No. 383-9950

John Netzorg, Esq.  
2810 West Charleston Blvd. #H-81  
Las Vegas, NV 89102  
Attorneys for Defendants  
Fax No. 878-1255

29  
30 By:   
Employee of James

FLOYD A. HALE  
SPEC. MASTER  
2300 W. SAHARA, SUITE 900  
LAS VEGAS, NV 89102  
PHONE (702) 457-5267 EMAIL fha@floydahale.com



JOHN PETER LEE, LTD.  
ATTORNEY AT LAW  
830 LAS VEGAS BLVD. SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9911

1 AWD  
2 JOHN PETER LEE, LTD.  
3 JOHN PETER LEE, ESQ.  
4 Nevada Bar No. 001768  
5 MICHAEL A. REYNOLDS, ESQ.  
6 Nevada Bar No. 008631  
7 830 Las Vegas Boulevard South  
8 Las Vegas, Nevada 89101  
9 (702) 382-4044 Fax: (702) 383-9950  
10 Attorneys for Plaintiff/Counterdefendant  
11 GHOLAMREZA ZANDIAN JAZI

RECEIVED  
NOV 30 2006  
JOHN PETER LEE, LTD.

DISTRICT COURT  
CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDIAN JAZI,  
10 Plaintiff,

CASE NO.: A511131  
DEPT. NO.: XIII

11 v.

12 RAY KOROGHLI, individually, FARIBORZ FRED  
13 SADRI, individually, and as Trustee of the Star  
14 Living Trust, WENDOVER PROJECT, LLC, a  
15 Nevada limited liability company; BIG SPRING  
16 RANCH, LLC, a Nevada limited liability company,  
17 and NEVADA LAND AND WATER  
18 RESOURCES, LLC, a Nevada limited liability  
19 company,

BEFORE ARBITRATOR  
FLOYD A. HALE

20 Defendants.

IMPLEMENTATION AWARD

18 RAY KOROGHLI, individually and FARIBORZ  
19 FRED SADRI, individually,  
20 Counterclaimants,

21 v.

22 GHOLAMREZA ZANDIAN JAZI,  
23 Counterdefendant.

24 WENDOVER PROJECT, LLC,  
25 Counterclaimant,

26 v.

27 GHOLAMREZA ZANDIAN JAZI,  
28 Counterdefendant.

**JOHN PETER LEE, LTD.**  
ATTORNEY AT LAW  
830 LAS VEGAS BLVD. SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4064  
Telecopier (702) 383-9953

1 GHOLAMREZA ZANDIAN JAZI, )  
2 Counterclaimant, )  
3 v. )  
4 WENDOVER PROJECT, LLC, )  
5 Counterdefendant. )

6 1334.022860-sy

7 **IMPLEMENTATION AWARD**

8 On September 20, 2006, an Arbitration Decision was issued in this dispute. Plaintiff  
9 GHOLAMREZA ZANDIAN JAZI filed his Motion to Enforce Arbitration Decision on September  
10 25, 2006. On October 24, 2006, Plaintiff filed his Motion to Implement Arbitration Award. On  
11 October 26, 2006, Plaintiff filed his Amendment to Motion to Implement Arbitration Award and  
12 Request for Expedited Hearing. On October 31, 2006, Defendants Sadri and Koroghli filed their  
13 Opposition to Motion to Implement Arbitration Award. Plaintiff filed his Reply Re: Motion to  
14 Implement Arbitration Award on November 2, 2006.

15 After considering the papers filed by both parties including draft transfer documents;  
16 **THE FOLLOWING IMPLEMENTATION AWARD IS ENTERED:**

- 17 1. Defendants shall pay to John Peter Lee, Ltd., the sum of \$250,000 within five (5)  
18 days.
- 19 2. Defendants are to execute and deliver to Plaintiff's Counsel within ten days of this  
20 Award a Quitclaim Deed of the 320 acre parcel provided as Exhibit "1" by Plaintiff  
21 on the 2nd day of November, 2006.
- 22 3. Defendants are to execute and deliver to Plaintiff's counsel within ten days of this  
23 Award the Grant, Bargain and Sale Deed of the 320 acre parcel provided by Plaintiff  
24 as Exhibit "2" on the 2<sup>nd</sup> of November, 2006.
- 25 4. Defendants are to execute and deliver to Plaintiff's counsel within ten days of this  
26 Award the Quitclaim Deed of the 320 acre parcel provided by Plaintiff as Exhibit "3"  
27 on November 2, 2006.
- 28 5. Defendants are to execute and deliver to Plaintiff's counsel within ten days of this

**JOHN PETER LEE, LTD.**  
ATTORNEYS AT LAW  
830 LAS VEGAS BLVD. SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9959

- 1 Award the Grant, Bargain and Sale Deed of the Pah-Rah parcel provided by Plaintiff
- 2 as Exhibit "4" on November 2, 2006.
- 3 6. Mr. Sadri is to execute and deliver to Plaintiff's counsel within ten days of this
- 4 Award the Request for Full Reconveyance concerning the \$333,000 Note provided
- 5 by Plaintiff as Exhibit "5" on November 2, 2006.
- 6 7. Mr. Zandian is to execute and deliver to Defendants' counsel within ten days of this
- 7 Award the Quitclaim Deed of the Wendover parcel provided by Plaintiff as Exhibit
- 8 "6" on November 2, 2006.
- 9 8. Mr. Zandian is to execute and deliver to Defendants' counsel within ten days of this
- 10 Award the Assignment of Interest in Wendover Project, LLC, provided by Plaintiff
- 11 as Exhibit "7" on November 2, 2006.
- 12 9. Mr. Zandian is to execute and deliver to Defendants' counsel within ten days of this
- 13 Award the Quitclaim Deed of the Big Spring Ranch parcel provided by Plaintiff as
- 14 Exhibit "8" on November 2, 2006.
- 15 10. Mr. Zandian is to execute and deliver to Defendant's counsel within ten days of this
- 16 Award the Assignment of Interest in Big Spring Ranch, LLC., provided by Plaintiff
- 17 as Exhibit "9" on November 2, 2006.
- 18 11. Mr. Zandian is to execute and deliver to Defendants' counsel within ten days of this
- 19 Award the Assignment of Interest in Nevada Land and Water Resources, LLC.,
- 20 provided by Plaintiff as Exhibit "10" on November 11, 2006.
- 21 12. Mr. Zandian is to record and deliver to Defendants' counsel within ten days of this
- 22 Award the four (4) Releases of Lis Pendens provided by Plaintiff as Exhibit "11" on
- 23 November 2, 2006.
- 24 13. Mr. Zandian is to execute, file and deliver to Defendants' counsel within ten days of
- 25 this Award the Certificate of Resignation concerning Wendover Project, LLC.,
- 26 provided by Plaintiff as Exhibit "12" on November 2, 2006.
- 27 14. Mr. Zandian is to execute, file and deliver to Defendants' counsel within ten days
- 28 of this Award the Certificate of Resignation concerning Nevada Land and Water

JOHN PETER LEE, LTD.  
ATTORNEYS AT LAW  
830 LAS VEGAS BLVD. SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

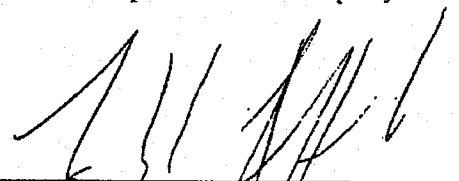
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Resources, LLC, provided as Exhibit "13" on November 2, 2006.


15. Mr. Zandian is to execute, file and deliver to Defendants' counsel within ten days of this Award the Certificate of Resignation concerning Big Spring Ranch, LLC., provided by Plaintiff as Exhibit "14" on November 2, 2006.

16. All parties are to sign the Mutual Release of Claims provided by Plaintiff as Exhibit "16" on November 2, 2006, and deliver a Counterpart to the other party's counsel within ten (10) from this Award.

Dated this 29<sup>th</sup> day of November, 2006.

  
\_\_\_\_\_  
FLOYD A. HALE, ARBITRATOR

Respectfully submitted  
JOHN PETER LEE, LTD.

  
\_\_\_\_\_  
JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
(702) 382-4044 Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant

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





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**STAT**  
STEVEN L. DAY, ESQ.  
Nevada Bar No. 3708  
JAMES R. NANCE, ESQ.  
Nevada Bar No. 9878  
COHEN, JOHNSON & DAY  
1060 Wigwam Parkway  
Henderson, NV 89074  
(702) 309-3333

**FILED**

JUL 31 4 42 PM '07

*Cliff*  
CLERK OF THE COURT

Attorneys for Defendants

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

GHOLAMREZA ZANDIAN JAZI, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
RAY KOROGHLI, individually, FAIRBORZ )  
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, )  
 )  
Defendants. )

CASE NO. A511131  
DEPT. NO. XI

**AMENDED CASE APPEAL STATEMENT**

1. Name of appellant filing this case appeal statement: Ray Koroghli, Fairborz Fred Sadri, Wendover Project, LLC, Big Spring Ranch, LLC and Nevada Land and Water Resources, LLC.

COHEN, JOHNSON & DAY  
1060 Wigwam Parkway  
Henderson, NV 89074  
(702) 309-3333

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2. **District Court Judge:** Honorable Elizabeth Gonzalez

3. **All parties to the District Court proceedings are as follows:**

Gholamreza Zandian Jazi, Ray Koroghli, Fairborz Fred Sadri, Wendover Project, LLC, Big Spring Ranch, LLC and Nevada Land and Water Resources, LLC.

4. **All parties involved in this appeal are as follows:** Gholamreza Zandian Jazi as Plaintiff. Ray Koroghli, Fairborz Fred Sadri, individually and as trustee of the Star Living Trust, Wendover Project, LLC, Big Spring Ranch, LLC and Nevada Land and Water Resources, LLC, as Defendants.

5. **The following are all parties and their counsel involved in this appeal:**

John Peter Lee, Esq.  
JOHN PETER LEE, LTD.  
830 Las Vegas Blvd. South  
Las Vegas, NV 89101  
Attorneys for Plaintiff/  
Counterdefendant

Steven L. Day, Esq.  
COHEN, JOHNSON & DAY  
1060 Wigwam Parkway  
Henderson, NV 89074  
Attorneys for Defendants/  
Counterclaimants

6. **Appellants' counsel:** Appellants were represented by retained counsel in the district court.

7. **Appellants' counsel on appeal:** Appellants are represented by retained counsel on appeal.

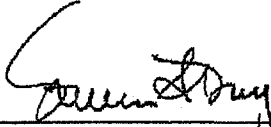
8. **Forma Pauperis:** Appellant was not granted leave to proceed into forma pauperis.

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9. Commencement of action in district court: October 5, 2005.  
Complaint (Case No. A511131) filed against Defendants.

DATED this 31<sup>st</sup> day of July, 2007.

COHEN, JOHNSON & DAY

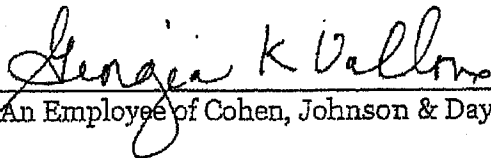
By   
STEVEN L. DAY, ESQ.  
Nevada Bar No. 3708  
JAMES R. NANCE, ESQ.  
Nevada Bar No. 9878  
1060 Wigwam Parkway  
Henderson, NV 89074  
Attorneys for Defendants

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on the 31<sup>st</sup> day of July, 2007, I served a  
copy of the foregoing AMENDED CASE APPEAL STATEMENT, by causing a copy of the  
same to be deposited in the United States mail, postage prepaid, addressed as follows:

John Peter Lee, Esq.  
JOHN PETER LEE, LTD.  
830 Las Vegas Blvd. South  
Las Vegas, NV 89101  
Attorneys for Plaintiff/Counterdefendant

John M. Netzorg, Esq.  
2810 W. Charleston Blvd., #H-81  
Las Vegas, NV 89102  
Attorney for Defendants

  
An Employee of Cohen, Johnson & Day



COHEN, JOHNSON & DAY  
1060 Wigwam Parkway  
Henderson, NV 89074  
(702) 309-3333

1 NOTC  
2 STEVEN L. DAY, ESQ.  
3 Nevada Bar No. 3708  
4 COHEN, JOHNSON & DAY  
5 1060 Wigwam Parkway  
6 Henderson, NV 89074  
7 (702) 309-3333

8 Attorneys for Defendants

FILED  
JUL 31 4 35 PM '07

DISTRICT COURT  
CLERK OF THE COURT

CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDLIAN JAZI, )  
10 Plaintiff, )  
11 vs. )  
12 RAY KOROGHLI, individually, FAIRBORZ )  
13 FRED SADRI, individually and as Trustee of )  
14 the Star Living Trust, WENDOVER PROJECT, )  
15 LLC, a Nevada limited liability company; BIG )  
16 SPRING RANCH, LLC, a Nevada limited )  
17 liability company, and NEVADA LAND AND )  
18 WATER RESOURCES, LLC, a Nevada )  
19 limited liability company, )  
20 Defendants. )

CASE NO. A511131  
DEPT. NO. XI

NOTICE OF POSTING  
COST BOND

21 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

22 PLEASE TAKE NOTICE that concurrently with the filing of the Notice of Appeal  
23 herein, Defendants are posting Two Hundred Fifty Dollars (\$250) pursuant to NRAP 7.

24 DATED this 31<sup>st</sup> day of July, 2007.

25 COHEN, JOHNSON & DAY

26 By Steven L. Day  
27 STEVEN L. DAY, ESQ.  
28 Nevada Bar No. 3708  
1060 Wigwam Parkway  
Henderson, NV 89074  
Attorneys for Defendants

FILED

AUG 9 10 56 AM '07

*Cliff E. ...*  
CLERK OF THE COURT

1 NOTIC  
2 STEVEN L. DAY, ESQ.  
3 Nevada Bar No. 3708  
4 COHEN, JOHNSON & DAY  
5 1060 Wigwam Parkway  
6 Henderson, NV 89074  
7 (702) 309-3333

8 Attorneys for Defendants

DISTRICT COURT

CLARK COUNTY, NEVADA

8 GHOLAMREZA ZANDIAN JAZI, )  
9 Plaintiff, )  
10 vs. )  
11 RAY KOROGHLI, individually, FARIBORZ )  
12 FRED SADRI, individually and as Trustee of )  
13 the Star Living Trust, WENDOVER PROJECT, )  
14 SPRING RANCH, LLC, a Nevada limited )  
15 liability company, and NEVADA LAND AND )  
16 WATER RESOURCES, LLC, a Nevada )  
17 limited liability company, )  
18 Defendants. )

CASE NO. A511131  
DEPT. NO. XI

**NOTICE OF FILING OF SUPERSEDEAS BOND**

COHEN, JOHNSON & DAY  
1060 Wigwam Parkway  
Henderson, NV 89074  
(702) 309-3333

18 TO: Plaintiff and his counsel of record.

19 PLEASE TAKE NOTICE that on the 9th day of August, 2007, Defendants filed their  
20 supersedeas bond, a copy of which is attached hereto.

21 DATED this 9<sup>th</sup> day of August, 2007.

22 COHEN, JOHNSON & DAY

23  
24 By *James R. ...*  
25 STEVEN L. DAY, ESQ.  
26 Nevada Bar No. 3708  
27 1060 Wigwam Parkway  
28 Henderson, NV 89074  
Attorneys for Defendants

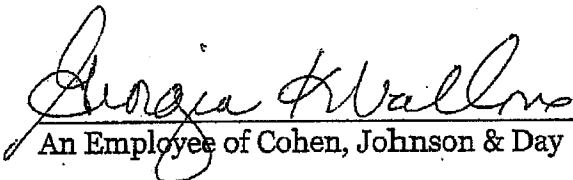
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**CERTIFICATE OF MAILING**

I HEREBY CERTIFY that on the 1<sup>st</sup> day of August, 2007, I served a copy of the foregoing NOTICE OF FILING SUPERSEDEAS BOND, by causing a copy of the same to be deposited in the United States mail, postage prepaid, addressed as follows:

John Peter Lee, Esq.  
JOHN PETER LEE, LTD.  
830 Las Vegas Blvd. South  
Las Vegas, NV 89101  
Attorneys for Plaintiff/Counterdefendant

John M. Netzorg, Esq.  
2810 W. Charleston Blvd., #H-81  
Las Vegas, NV 89102  
Attorney for Defendants

  
An Employee of Cohen, Johnson & Day



American Contractors Indemnity Company



In the \_\_\_\_\_ District \_\_\_\_\_ Court  
County of Clark State of Nevada

**FILED**  
Nevada

AUG 9 10 56 AM '07

*Cliff*  
CLERK OF THE COURT

Gholamreza Zandian Jazi,  
Plaintiff,

vs.

Fariborz Fred Sadri  
Defendant

Case No. A511131

UNDERTAKING UNDER  
RULE NRAP #3A  
American Contractors Indemnity Company  
9841 Airport Blvd., 9<sup>th</sup> Floor  
Los Angeles, CA 90045

WHEREAS, the above named Fariborz Fred Sadri desires to  
give an undertaking for Appeal as provided in  
Rule NRAP #3A

NOW THEREFORE, the undersigned Surety, does hereby obligate itself, jointly and severally, to Gholamreza Zandian Jazi  
under said  
statutory obligations in the sum of Two Hundred Fifty Thousand Dollars and 00/100\*\*\*\*\*  
\*\*\*\*\* Dollars (\$ 250,000.00\*\*\*\*\* ).

IN WITNESS WHEREOF, The corporate seal and name of the said Surety Company is hereto affixed and attested by  
Patricia A. Gleeson who declares under penalty of perjury that she is its duly authorized Attorney-in-Fact acting under an  
unrevoked power of attorney on file with the Clerk of the County in which above entitled Court is located.

Executed at Las Vegas, NV on August 8, 2007

AMERICAN CONTRACTORS INDEMNITY COMPANY

*Patricia A. Gleeson*  
Attorney-in-Fact Patricia A. Gleeson

Bond No. 1000755588

Approved this \_\_\_\_\_ day of \_\_\_\_\_,

The premium charge for this bond is  
\$ 3,000.00\*\*\*\*\* per annum.

\_\_\_\_\_ Judge

VOID VOID VOID VOID VO

American Contractors Indemnity Company

1841 Airport Blvd., 9th floor, Los Angeles, California 90048



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS,

That American Contractors Indemnity Company of the State of California, a California corporation, does hereby appoint, Bernard Trujillo, Arthur W. Chandler, Gregory K. ... and Patricia A. Gleason of Las Vegas, Nevada its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof issued in the course of its business and to bind the Company thereby, in an Amount not to exceed \$\*\*\* 100,000.00. This Power of Attorney shall expire without further action on June 29, 2009.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of AMERICAN CONTRACTORS INDEMNITY COMPANY at a meeting duly called and held on the 6th day of December, 1990.

"RESOLVED that the Chief Executive Officer, President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have the power and authority

To appoint Attorney(s)-in-Fact and authorize them to execute on behalf of the Company, and attach the seal of the Company thereon, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, and

To remove, annul, revoke and terminate the authority given.

RESOLVED FURTHER that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the execution of any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, American Contractors Indemnity Company has caused its seal to be affixed hereto and executed by its Executive Vice President on the 9th day of January, 2007.



AMERICAN CONTRACTORS INDEMNITY COMPANY

STATE OF CALIFORNIA COUNTY OF LOS ANGELES

By: [Signature] Adam S. Pessin, Executive Vice President

On this 9th day of January, 2007, before me, Steve Fedunak, a notary public, personally appeared Adam S. Pessin, Executive Vice President of American Contractors Indemnity Company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) was 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.

WITNES my hand and official seal.

STEVE FEDUNAK Notary Public, California, Los Angeles County, My Commission Expires June 29, 2009

Signature of Notary My Commission expires June 29, 2009

I, Jeannie J. Kim, Corporate Secretary of American Contractors Indemnity Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 8TH day of AUGUST, 2007.

Bond No. 00172538

Jeannie J. Kim, Corporate Secretary

Agency No. 9748

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**FILED**

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*[Signature]*  
CLERK OF THE COURT

NOTC  
STEVEN L. DAY, ESQ.  
Nevada Bar No. 3708  
COHEN, JOHNSON & DAY  
1060 Wigwam Parkway  
Henderson, NV 89074  
(702) 309-3333

Attorneys for Defendants

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**COHEN, JOHNSON & DAY**  
1060 Wigwam Parkway  
Henderson, NV 89074  
(702) 309-3333

GHOLAMREZA ZANDIAN JAZI, )

Plaintiff, )

vs. )

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, )

Defendants. )

CASE NO. A511131  
DEPT. NO. XI

**NOTICE OF FILING OF RIDER  
TO SUPERSEDEAS BOND**

**NOTICE OF FILING RIDER  
TO SUPERSEDEAS BOND**

TO: ALL PARTIES; and  
TO: THEIR COUNSEL OF RECORD

1 PLEASE TAKE NOTICE that on the 16th day of August, 2007, Defendants filed a  
2 Surety Rider to the Supersedeas Bond listing all Defendants, a copy of which is attached  
3 hereto.

4 DATED this 16<sup>th</sup> day of August, 2007.

5 COHEN, JOHNSON & DAY

6  
7 By 

8 STEVEN L. DAY, ESQ.

9 Nevada Bar No. 3708

10 1060 Wigwam Parkway

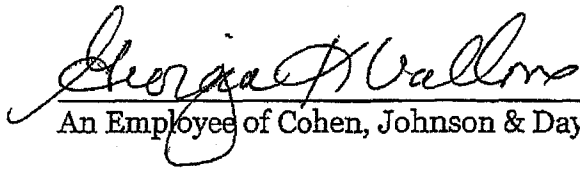
11 Henderson, NV 89074

12 Attorneys for Defendants

13 **CERTIFICATE OF MAILING**

14 I HEREBY CERTIFY that on the 16<sup>th</sup> day of August, 2007, I served a copy of the  
15 foregoing NOTICE OF FILING RIDER TO SUPERSEDEAS BOND, by causing a copy of  
16 the same to be deposited in the United States mail, postage prepaid, addressed as follows:

17 John Peter Lee, Esq.  
18 JOHN PETER LEE, LTD.  
19 830 Las Vegas Blvd. South  
20 Las Vegas, NV 89101  
21 Attorneys for Plaintiff/Counterdefendant

22   
23 An Employee of Cohen, Johnson & Day

# American Contractors Indemnity Company

8751 N. 51st Ave., #121, Glendale, AZ 85302 Ph. (623) 931-3911 or (800) 605-1855 Fax: (623) 931-3910



Date: August 14, 2007

## SURETY RIDER

### OBLIGEE:

Gholamreza Zandian, Jazi  
Las Vegas, NV

To be attached to and form a part of Supersedeas, No. 1000755588, Lic. No. N/A  
Type of Bond

In favor of Gholamreza Zandian, Jazi

Obligee

On behalf of Fairborz Fred Sadri

Principal

For valuable consideration, receipt of which is acknowledged, surety hereby gives its consent to change:  
Defendants

FROM: Fairborz Fred Sadri

TO: Ray Koroghli, individually, Fairborz Fred Sadri, individually and 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.

To be effective 08/07/2007

Principal

Fairborz Fred Sadri, etal  
2827 S. Monte Cristo  
Las Vegas, NV 89117

AMERICAN CONTRACTORS INDEMNITY COMPANY.

Patricia A. Gleeson Attorney-in-Fact

Producer

McFadden Insurance Agency, Inc.  
P.O. Box 30460  
Las Vegas, NV 89117

WFZ1913

**American Contractors Indemnity Company**

9841 Airport Blvd., 9<sup>th</sup> Floor, Los Angeles, California 90045



**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS

That American Contractors Indemnity Company of the State of California, a California corporation, does hereby appoint,

**Bernard Trujillo, Arthur W. Chandler, Gregory K. Pike, or Patricia A. Gleeson of Las Vegas, Nevada**

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an Amount not to exceed \$ \*\*\* 1,000,000,000 \*\*\*. This Power of Attorney shall expire without further action on June 29, 2009.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of AMERICAN CONTRACTORS INDEMNITY COMPANY at a meeting duly called and held on the 6<sup>th</sup> day of December, 1990.

"RESOLVED that the Chief Executive Officer, President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have the power and authority:

To appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,

To remove, at any time, any such Attorney-in-Fact and revoke the authority given.

RESOLVED FURTHER, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the nature of the specific bond or undertaking to which it is attached."

IN WITNESS WHEREOF, American Contractors Indemnity Company has caused its seal to be affixed hereto and executed by its Executive Vice President on the 9<sup>th</sup> day of January, 2007.

AMERICAN CONTRACTORS INDEMNITY COMPANY



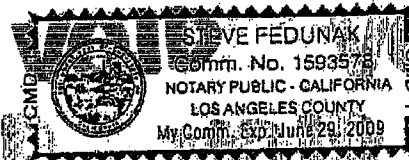
By: \_\_\_\_\_

*Adam S. Pessin*  
Adam S. Pessin, Executive Vice President

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

On this 9th day of January, 2007, before me, Steve Fedunak, a notary public, personally appeared Adam S. Pessin, Executive Vice President of American Contractors Indemnity Company, personally known to me (or 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.

WITNESS my hand and official seal.



Signature of Notary  
My Commission expires June 29, 2009

I, Jeannie J. Kim, Corporate Secretary of American Contractors Indemnity Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 14TH day of AUGUST, 2007.

Bond No. 1000755588

*Jeannie J. Kim*  
Jeannie J. Kim, Corporate Secretary

Agency No. 9748

IN THE SUPREME COURT OF THE STATE OF NEVADA

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,  
Appellants,  
vs.  
GHOLAMREZA ZANDIAN JAZI,  
Respondent.

No. 49924

**FILED**

JAN 15 2008

TRACIE K. LINDEMAN  
CLERK OF SUPREME COURT  
BY Tracie K. Lindeman  
DEPUTY CLERK

**SETTLEMENT CONFERENCE STATUS REPORT**

A settlement conference was held in this matter on CONTINUING TELEPHONE 200.

I file the following report of the proceedings:

/ / The parties have agreed to a settlement of this matter.

~~XX~~ The parties were unable to agree to a settlement of this matter.

/ / The settlement conference is continued as follows:

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Location: \_\_\_\_\_

/ / Other:

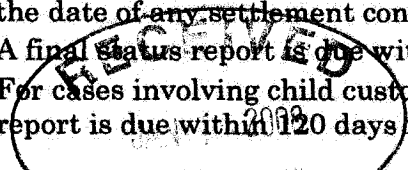
Comments: UNFORTUNATELY THE PARTIES COULD NOT AGREE ON THE DETAILS TO RESOLVE THIS CONFLICT.

ROBERT F. SAINT-AUBIN

[Signature]  
Settlement Judge

- The settlement judge shall file this report with the Supreme Court within 10 days from the date of any settlement conference. See NRAP 16(e)(3).
- A final status report is due within 180 days from assignment date. See NRAP 16(f)(1).
- For cases involving child custody, visitation, relocation or guardianship, a final status report is due within 120 days from the assignment date. See NRAP 16(f)(1).

**AT THE TIME OF FILING, THE CLERK'S OFFICE WILL MAIL THIS REPORT AND ANY ATTACHMENTS TO ALL COUNSEL AND TO THE SETTLEMENT JUDGE.**



08-000034915

IN THE SUPREME COURT OF THE STATE OF NEVADA

GHOLAMREZA ZANDIAN JAZI,  
Appellant/Cross-  
Respondent,

No. 49924

vs.

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,  
Respondents/Cross-  
Appellants.

**FILED**

MAR 04 2008

TRACIE K. LINDEMAN  
CLERK OF SUPREME COURT  
BY   
DEPUTY CLERK

ORDER RE: CONCLUSION OF SETTLEMENT CONFERENCE  
PROCEEDINGS AND MOTION TO DISMISS

Shortly after this appeal was docketed, appellant/cross-respondent (“appellant”) filed a motion to dismiss the cross-appeal of respondent/cross-appellant (“respondents”). Respondents filed an opposition to the motion and appellant filed a motion for leave to file a reply.<sup>1</sup>

While this appeal was assigned to the court’s settlement conference program, the settlement judge initially filed a report indicating

---

<sup>1</sup> Cause appearing, we grant appellant’s motion to file a reply. Accordingly, the clerk shall file the proposed reply submitted along with that motion.




that the parties were unable to agree to a settlement. However, before this court reinstated briefing or ruled on the motion to dismiss, appellant filed a "Request for Withdrawal of Motion to Dismiss." Shortly after that withdrawal was filed, the settlement judge filed an amended status report indicating that "the parties have advised that a settlement is imminent" and requested that he continue mediating the matter. In light of these developments, this court took no action on the motion to dismiss the appeal.

Now the settlement judge has filed another status report indicating that despite the renewed efforts at mediation, the parties were unable to agree to a settlement. Further, appellant has filed a "Motion for Consideration of Motion to Dismiss Appeal," requesting that since the parties were ultimately unable to agree to a settlement that this court now consider his motion to dismiss the cross-appeal of respondents. Cause appearing we grant the motion, and we will consider the motion to dismiss, respondents' response to that motion and appellant's reply.

In light of the report indicating the parties were unable to agree to a settlement, settlement proceedings are concluded and this appeal may proceed. The requesting of transcripts and briefing shall remain stayed, however, pending resolution of appellant's motion to dismiss the cross-appeal.

It is so ORDERED.

 \_\_\_\_\_, C.J.

cc: Robert F. Saint-Aubin, Settlement Judge  
John Peter Lee Ltd.  
Cohen, Johnson & Day

ORIGINAL

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IN THE SUPREME COURT OF THE STATE OF NEVADA

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,

Supreme Court No.: 49924  
District Court No.: A 511131

Appellants,

vs.

GHOLAMREZA ZANDIAN JAZI,

Respondent.

**FILED**

MAR 04 2008

TRACIE K. LINDEMAN  
CLERK OF SUPREME COURT  
BY *[Signature]*  
DEPUTY CLERK

1334.023317-JLR

REPLY TO OPPOSITION TO MOTION TO DISMISS APPEAL

JOHN PETER LEE, LTD.  
John Peter Lee, Esq.  
Nevada Bar No. 001768  
Michael A. Reynolds, Esq.  
Nevada Bar No. 008631  
Yvette R. Freedman, Esq.  
Nevada Bar No. 009898  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
(702) 382-4044  
Attorneys for Respondent,  
Gholamreza Zandian Jazi

RECEIVED  
AUG 20 2007  
JANETTE M. BLOOM  
CLERK OF SUPREME COURT  
DEPUTY CLERK

07-18302 WFZ1918

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 COMES NOW Respondent GHOLAMREZA ZANDIAN JAZI, by and through his counsel,  
2 John Peter Lee, Ltd., and files this Reply to Opposition to Motion to Dismiss the Appeal of  
3 Appellants RAY KOROGHLI, individually, FARIBORZ FRED SADRI, individually, and as Trustee  
4 of the Star Living Trust, WENDOVER PROJECT, LLC, a Nevada limited liability company; BIG  
5 SPRING RANCH, LLC, a Nevada limited liability company, and NEVADA LAND AND WATER  
6 RESOURCES, LLC, a Nevada limited liability company.

7 This Reply is based upon NRS 38.231, the following points and authorities, all papers on file  
8 herein, the record on appeal, and any oral argument to be presented if permitted by the Court.

9 **MEMORANDUM OF**  
10 **POINTS AND AUTHORITIES**

11 **INTRODUCTION**

12 The Court should dismiss Appellants' appeal because: (1) throughout Arbitrator Hale's  
13 recitation of his intention to file an arbitration decision, Appellants and their counsel were given  
14 multiple opportunities to object or question the arbitrator concerning their late assertion that the  
15 arbitration metamorphosed into a mediation, but instead they sat silent; and (2) a review of the  
16 pleadings and transcripts reveal that both parties, the Arbitrator and the district court consistently  
17 considered the proceedings to be an arbitration.

18 **ARGUMENT**

19 NRS 38.231 provides authority for Arbitrator Hale's Arbitration Award and Arbitration  
20 Decision whereby he decided a request for a summary disposition of a claim or a particular issue  
21 when all interested parties agreed. Specifically, NRS 38.231(2)(a) states:

22 An arbitrator may decide a request for summary  
23 disposition of a claim or a particular issue:  
(a) If all interested parties agree . . .

24 In the present case, all interested parties and their counsel attended the arbitration hearings and  
25 agreed on the record that Arbitrator Hale should decide their request for summary disposition of  
26 particular issues and the claims. With this statutory authority to issue an Arbitration Decision which  
27 disposes of particular issues and claims, Arbitrator Hale's Decision and Award should be confirmed  
28 and the instant appeal dismissed.

1 **I. The Arbitration Award Is Not A Settlement Agreement Because The Parties Agreed**  
2 **To Retain Arbitrator Hale To Incorporate Agreed Upon Terms Into An Arbitration**  
3 **Award Instead Of A Settlement Agreement.**

4 Appellants' representation that "the case was never arbitrated" is disingenuous. A review  
5 of the pleadings and transcripts reveal that both parties, the Arbitrator and the Court consistently  
6 considered the proceedings to be an arbitration. Appellants participated fully in arbitration  
7 proceedings before Floyd Hale and even unsuccessfully moved for a change in the Hale Arbitration  
8 Award. See Exhibit 1. Therefore, the Arbitration Award is not a settlement agreement and the  
9 Parties never agreed to treat the Arbitration Award as a settlement agreement.

10 The parties stipulated that "the arbitration shall be binding with no right to appeal."  
11 Arbitrator Hale conducted two full days of hearing allowing Appellant to cross-examine Respondent  
12 Zandian. Appellants' present counsel did not attend the arbitration hearing and therefore, incorrectly  
13 states that there was no cross-examination. Appellants' misrepresent the arbitration hearing in an  
14 effort to minimize the proceedings to bolster their stance that somehow the dispute was not  
15 arbitrated.

16 The Court should look beyond Appellants' argument and review the pleadings and  
17 transcripts. From the transcript of the arbitration hearing, it is evidence that Arbitrator Hale resolved  
18 the issues on the record with consent of all parties and their counsel. Arbitrator Hale stated for the  
19 record:

20 Having heard two full days of testimony, having reviewed  
21 all the exhibits, the depositions that were submitted, and  
22 arguments of counsel, it appears to me that this resolution  
23 of the case will be as follows: And counsel are free to  
24 correct me. See Exhibit 2, 3:16. Reporter's Transcript of  
25 Arbitration Proceedings.

26 During the arbitration hearing, the Arbitrator also stated for the record "so the resolution will  
27 be as follows" and then proceeded to set out the terms of the Arbitration Decision. See Exhibit 2,  
28 4:18. The Arbitrator concluded the arbitration hearing by stating on the record:

I thought what I would do is take the transcript and file  
an arbitration decision, indicating that I heard evidence, that  
I interviewed the parties, that my arbitration decision is  
attached hereto as Exhibit A."

1 In reply to the above statement, neither Appellants or their counsel offered any objection.  
2 Instead, Arbitrator Hale confirmed his intent to file an arbitration decision by stating “[i]n case there  
3 is any questions is that all right?” Again, neither Appellants or their counsel offered any objection.  
4 Arbitrator Hale further stated “[t]hat is why I was ordering a transcript.” See Exhibit 2, 12:3-7.  
5 Throughout Arbitrator Hale’s recitation of his plans to file an arbitration decision, Appellants and  
6 their counsel were given opportunities to object or question the arbitrator about the form of the  
7 process, but instead they sat silent. See Exhibit 2, 12:3-7.

8 Shortly thereafter, the arbitrator followed through with his statements made during the  
9 arbitration hearing and issued an Arbitration Decision. See Exhibit 3. Thereupon, appellants filed  
10 a “Motion to Change Award by Arbitrator Pursuant to NRS 38.237” with Arbitrator Hale and Motion  
11 to Vacate Arbitration Award, or in the alternative, Motion to Modify or Correct, thereby conceding  
12 that Arbitrator Hale had the power and authority to act as an arbitrator. See Exhibits 4 and 5. It is  
13 only upon retrospection fueled by Arbitrator Hale’s refusal to change the Arbitration Award, that  
14 appellants now concoct the argument that the case was not arbitrated despite Appellants’ motion  
15 which recognized Arbitrator Hale’s authority as arbitrator to change his Arbitration Award. The  
16 parties always treated the proceedings as an arbitration before, during and after the hearing before  
17 Arbitrator Hale.

18 Appellants rely extensively on the transcript of the January 11, 2007 hearing on Plaintiff’s  
19 Motion for Confirmation. However, Appellants fail to attach the entire transcript to their  
20 Opposition. Upon review of the entire transcript, it is clear that the while district court ordered the  
21 parties to go back to Arbitrator Hale, as arbitrator; the court never divested Arbitrator Hale of his  
22 authority to act as an arbitrator. See Exhibit 6.

23 Respondent’s counsel, Ms. Holly Fic, maintained that “Mr. Hale stated that he would file  
24 an arbitration decision, to which none of the parties objected.” See Exhibit 6; 3:17-18. Even with  
25 the representation that Arbitrator Hale would file an arbitration decision, the district court did not  
26 order the Arbitrator Hale conduct some sort of mediation or craft a settlement agreement. Exhibit  
27 7. The district court did not find offense to Arbitrator Hale filing an arbitration decision because all  
28

1 parties, counsel, arbitrator and court understood that the case had been arbitrated. Instead, the court  
2 stated:

3 I know that Mr. Hale drafted an arbitration award, because he  
4 conducted a portion of the arbitration. And I don't really have a  
5 problem with that . . . See Exhibit 6; 27:25, 28:2.

6 The Appellants' tactics have consistently amounted to attempts to disrupt, delay, re-negotiate,  
7 and overturn a straightforward Arbitration Award. Notwithstanding Appellants tactics, the  
8 Arbitrator Report and Recommendation to the District Court thoroughly addresses all the issues  
9 resolved by the original Arbitration Award. Exhibit 8. The Court should dismiss Appellants' appeal  
10 because it is only orchestrated to treat an Arbitration Award as a settlement agreement despite the  
11 intent of the parties and its plain language.

11 **CONCLUSION**

12 Based on the foregoing, Respondent Zandian respectfully requests that this Court grant his  
13 Motion to Dismiss the Appeal.

14 Dated this 17th day of August, 2007.

15 JOHN PETER LEE, LTD.

16 BY: 

17 JOHN PETER LEE, ESQ.  
18 Nevada Bar No. 001768  
19 MICHAEL A. REYNOLDS, ESQ.,  
20 Nevada Bar No. 008631  
21 YVETTE R. FREEDMAN, ESQ.  
22 Nevada Bar No. 009898  
23 830 Las Vegas Boulevard South  
24 Las Vegas, Nevada 89101  
25 (702) 382-4044/ Fax (702) 383-9950  
26 e-mail: info@johnpeterlee.com  
27 Attorneys for Respondent  
28



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, ) Case No. A511131  
13 ) Dept. No. XII  
14 Plaintiff, )  
15 vs. )  
16 RAY KOROGHILL, 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 ARBITRATION DECISION

27 On October 11, 2006, the Arbitrator received the Defendant's **MOTION TO CHANGE**  
28 **AWARD BY ARBITRATOR PURSUANT TO NRS 38.237.** The Motion requests that  
Zandian Jazi: Execute documents necessary to have the property transferred as required by the  
Arbitration Decision; issue guarantees that he has not made transfers to third parties; assign shares  
of shipyard stock; warrant and verify that he is in a position to execute documents required by the

FLOYD A. HALE  
SPECIAL MASTER  
2300 W. SAHARA, SUITE 900  
LAS VEGAS, NEVADA 89102  
PHONE (702) 457-5267 EMAIL f. hale@floydahale.com



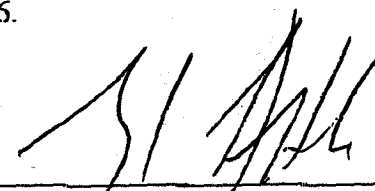
1 Arbitration Decision and verify other factual issues that were the subject of the Arbitration  
2 Agreement.

3  
4 The Motion goes well beyond the Arbitration Decision asking to reopen evidentiary  
5 matters which are unnecessary at this time. Furthermore, paragraph 6 of the Arbitration Decision  
6 indicatcs as follows:

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 11<sup>th</sup> day of October, 2006.

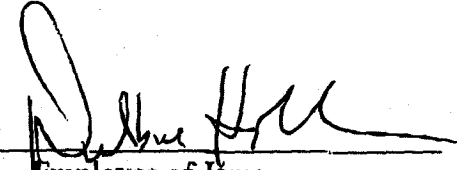
14  
15  
16 By:   
17 FLOYD A. HALE  
18 2300 W. Sahara, #900  
19 Las Vegas, NV 89102  
20 Arbitrator

21 CERTIFICATE OF FACSIMILE

22 I hereby certify that on the 11<sup>th</sup> day of October, 2006, I faxed and mailed a true and  
23 correct copy of the foregoing addressed to:

24 John Peter Lec, Esq.  
25 830 Las Vegas Boulevard South  
26 Las Vegas, NV 89101  
27 Attorneys for Plaintiffs  
28 Fax No. 383-9950

John Netzorg, Esq.  
2810 West Charleston Blvd. #H-81  
Las Vegas, NV 89102  
Attorneys for Defendants  
Fax No. 878-1255

By:   
Employee of Jams

FLOYD A. HALE  
SPECIAL MASTER  
2300 W. SAHARA, SUITE 900  
LAS VEGAS, NEVADA 89102  
PHONE (702) 457-5287 EMAIL: fhaale@floydahale.com



DISTRICT COURT

CLARK COUNTY, NEVADA

GHOLAMREZA ZANDIAN JAZI, )  
 )  
Plaintiff, )

COPY

vs. )

CASE NO. A511131  
DEPT. NO. XIII

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, )

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JOHN PETER LEE, LTD.

Defendants. )  
 )  
----- )

RAY KOROGHLI, individually )  
and FARIBORZ FRED SADRI, )  
individually, )

Counterclaimants, )

vs. )

GHOLAMREZA ZANDIAN JAZI, )  
 )  
Counterdefendant. )  
----- )

REPORTER'S TRANSCRIPT OF ARBITRATION PROCEEDINGS

BEFORE ARBITRATOR FLOYD A. HALE, ESQ.

Taken on Friday, September 8, 2006

At 2:48 o'clock p.m.

At 2300 W. Sahara, Ste. 900

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Las Vegas, Nevada

REPORTED BY: MARY DANE McCOY, CCR NO. 219

APPEARANCES:

For the Plaintiff/  
Counterdefendant:

**JOHN PETER LEE, ESQ.**  
&  
**MICHAEL A. REYNOLDS, ESQ.**  
John Peter Lee, Ltd.  
830 Las Vegas Blvd. South  
Las Vegas, Nevada 89101

For the Defendants:

**JOHN M. NETZORG, ESQ.**  
2810 W. Charleston, Ste. H-81  
Las Vegas, Nevada 89102

Also Present:

**AMY CONNELL, PARALEGAL**  
**GHOLAMREZA ZANDIAN JAZI**  
**RAY KOROGHLI**  
**FARIBORZ FRED SADRI**

1           ARBITRATOR HALE: This is the time that was  
2 set this morning for the continuation of the binding  
3 arbitration related to the litigation initiated in  
4 District Court for Clark County, Nevada, Case A511131,  
5 Jazi versus Koroghli, et al. Would people please note  
6 their appearance for the court reporter?

7           MR. LEE: John Peter Lee representing Mr.  
8 Zandian who is present here today, Mr. Michael Reynolds  
9 in association with me.

10           MR. NETZORG: John Netzorg with Ray Koroghli,  
11 Fred Sadri individually and both as managing members of  
12 the Nevada Land & Water Company, LLC; Big Springs  
13 Ranch, LLC; and Wendover Project, LLC.

14           MR. LEE: Let the record further show that  
15 Amy Connell is here as our paralegal.

16           ARBITRATOR HALE: Having heard two full days  
17 of testimony, having reviewed all the exhibits, the  
18 depositions that were submitted, and arguments of  
19 counsel, it appears to me that the resolution of this  
20 case will be as follows: And counsel are free to  
21 correct me.

22           MR. NETZORG: This is pursuant to a  
23 stipulation obviously, so we want to make sure there is  
24 a universal and complete resolution of all issues --

25           MR. LEE: Let's let him get through this,

1 John.

2 ARBITRATOR HALE: This will completely  
3 resolve all claims of the LLCs and the individuals that  
4 are involved in this litigation.

5 The entire interest in the Pah Rah, LLC and  
6 property will be transferred to Mr. Zandian free and  
7 clear of all indebtedness, including the promissory  
8 note secured by deed of trust issued for the benefit of  
9 Mr. Sadri.

10 MR. NETZORG: With that there is the  
11 outstanding obligation to Mr. Jeff Codega or  
12 whatever --

13 MR. LEE: John, please do me a favor, let the  
14 gentleman finish, let him finish and we will put our  
15 comments --

16 ARBITRATOR HALE: Yeah, let me start all  
17 over.

18 So the resolution will be as follows: The  
19 Pah Rah property and LLC and all interest therein will  
20 be transferred free and clear to Mr. Zandian, including  
21 a waiver of any rights under the promissory note  
22 secured by deed of trust or other security for the  
23 benefit of Mr. Sadri. Any obligation to Mr. Jeff  
24 Codega, C-O-D-E-G-A, related to work that he has  
25 performed as to that specific real property will be the

1 obligation of Mr. Zandian. That is the first item.

2 Item 2: The 320 acres referenced in the  
3 lawsuit and the briefs will be transferred free and  
4 clear to Mr. Zandian without any obligation to the  
5 other litigants or parties to this arbitration or  
6 anyone else who may profess to have an interest in the  
7 320 acres that are bound by this lawsuit.

8 No. 3: Mr. Sadri and Mr. Koroghli will,  
9 within 30 days from today, pay Mr. Zandian \$250,000  
10 cash in return for Mr. Zandian waiving any claims or  
11 any rights to the Big Springs, LLC?

12 MR. KOROGHLI: Ranch, LLC.

13 ARBITRATOR HALE: Big Springs Ranch, LLC, or  
14 the Wendover Project -- I had purchase -- Project.  
15 That is the next item.

16 Finally all of the LLCs and properties that  
17 are the subject of this arbitration lawsuit, including  
18 Pah Rah, the 320 acres, the Big Springs Ranch, and the  
19 Wendover Purchase or Project waive any claim to  
20 reimbursement or participation in any consulting fees  
21 paid to Mr. Zandian from the seller. The parties will  
22 through counsel prepare any necessary documents to  
23 effect the transfers of the LLCs and any underlying  
24 real estate, and the parties and representatives of  
25 these LLCs will execute all necessary documents to

1 effect this settlement and arbitration order.

2 Would counsel like to add anything to these  
3 terms?

4 MR. LEE: We would like to have the check  
5 payable to my office for 250,000.

6 ARBITRATOR HALE: All right. The settlement  
7 check will be payable to John Peter Lee, Ltd.

8 Anything else?

9 MR. NETZORG: We would like a mutual release  
10 executed by and between the parties.

11 ARBITRATOR HALE: I think that is part of the  
12 documents that I referenced and I would agree.

13 MR. NETZORG: We need a warranty from the  
14 parties that the properties and interest being  
15 transferred haven't been previously transferred, that  
16 the parties, in fact, do currently hold those  
17 interests, and they are capable of transferring the  
18 interests that are subject to this order free and clear  
19 of claims by any third parties.

20 ARBITRATOR HALE: I'll allow the two of you  
21 to work out that language. Obviously if you signed for  
22 an LLC, you are representing and warranting that you  
23 have that authority, but you can work that into the  
24 settlement language and see if we have an agreement.

25 MR. NETZORG: In particular, we are dealing



1 with three married guys and we want to know they are  
2 speaking for the community interest of their spouses on  
3 each and every one of these transfers.

4 ARBITRATOR HALE: We may want spouses to  
5 sign --

6 MR. LEE: We can work out the form of the  
7 details, I'm not concerned about that, if necessary we  
8 can get preliminary title reports. That is what I plan  
9 on doing.

10 MR. NETZORG: Just to -- some of interests  
11 aren't going to be reflected and the conveyance  
12 of the membership interest in the LLCs is not of  
13 record, so we need to have warranties in satisfaction  
14 that there hasn't been a pledge of these interests  
15 previously.

16 ARBITRATOR HALE: That is fine, that can be  
17 in the settlement agreement.

18 Any issue regarding the sufficiency or the  
19 necessity of settlement agreements or documentations  
20 for transfer of property, I'm retaining my authority as  
21 the arbitrator to resolve that issue.

22 MR. NETZORG: We would want to do an  
23 allocation of the purchase price for the LLC interests  
24 that correspond -- we may do an allocation of the  
25 purchase price for the LLC interests.

1 MR. LEE: You can allocate anything you want  
2 to.

3 MR. NETZORG: That is good, as long as you  
4 understand.

5 MR. LEE: It is not my involvement. You can  
6 allocate anything you want.

7 ARBITRATOR HALE: Mr. Netzorg, you will have  
8 the right to do whatever accounting you wish on Big  
9 Springs and Wendover and Mr. Lee and his client will  
10 have the right to do whatever allocation they want on  
11 the 320 acres and the Pah Rah property.

12 MR. NETZORG: I would ask that you retain  
13 jurisdiction to enforce the settlement agreement.

14 ARBITRATOR HALE: I already took it.

15 MR. NETZORG: Okay.

16 MR. LEE: He just did it. That is crucial.

17 MR. NETZORG: The candy has been excellent  
18 but I'm -- then there is, with the understanding that  
19 those items, thank you very much and thank you for the  
20 excellent job you have done.

21 ARBITRATOR HALE: I omitted something you two  
22 didn't catch. The defamation claim is resolved by this  
23 agreement.

24 MR. LEE: Everybody pays their own fees and  
25 otherwise bears their own fees and costs.

1           ARBITRATOR HALE: Mr. Netzorg, you may have  
2 missed that, I'm sorry, you were conversing with your  
3 client. This agreement also includes a dismissal and  
4 waiver of all claims of Mr. Zandian for defamation as  
5 alleged in the documents that are the subject of this,  
6 and each party is to pay their own fees and costs.

7           MR. NETZORG: Very good. Also, any third  
8 party claims that may have arisen, apparently there was  
9 some suggestion about litigation as a result of the  
10 July 21, '05 transfer of the property from Wendover  
11 Project, LLC to the Peppermill, just to make certain --

12           ARBITRATOR HALE: He waived all claims as to  
13 the Wendover Property or Project.

14           MR. NETZORG: Very good.

15           MR. LEE: All claims except what is on the  
16 record.

17           ARBITRATOR HALE: The payments he is entitled  
18 to under the record on the transfer of the property and  
19 rights under the record.

20           MR. KOROGHLI: Against the purchaser, against  
21 the title company, we want to make sure that everybody  
22 -- there is not going to be another lawsuit flying over  
23 six months from now, a year from now from Mr. Zandian.

24           ARBITRATOR HALE: All claims related to all  
25 LLCs and properties that are the subject of this

1 arbitration are completely resolved by this agreement.

2 MR. KOROGHLI: Thank you, sir.

3 MR. NETZORG: Thank you very much, I  
4 appreciate it.

5 ARBITRATOR HALE: I do want to state for the  
6 record I would like to have a copy of the transcript.

7 I would like to advise the parties that I  
8 consider it an honor that you asked me to help attempt  
9 to mediate this as opposed to arbitrate it. I think  
10 you have all been very candid with me in a very  
11 difficult, personal, gut-wrenching project. It was a  
12 compliment to me that attorneys of this caliber asked  
13 me to arbitrate it, but it is even more of a compliment  
14 to me and an honor to try to mediate a case for three  
15 people that know a lot more about these issues than I  
16 do and I appreciate that.

17 And I have to tell you, as you know, I've  
18 been here 31 years, I do three or four or five  
19 arbitrations or mediations a week, I deal with  
20 attorneys from all over the country, I'm a special  
21 master on six hotel construction projects now and three  
22 other high-rise projects and I deal with attorneys from  
23 every state. You don't get attorneys of any higher  
24 caliber than the two attorneys that are working on this  
25 case. So I know it was hard fought, I know it was

1 probably expensive, and I know it was thorough and  
2 probably difficult for all of you, but both sides are  
3 very lucky to get these attorneys on this type of case,  
4 because I have to tell you, unfortunately in the  
5 overwhelming number of cases, there is usually some  
6 weak link in the chain and we got two -- it was a  
7 pleasure to watch them work and do their craft in this  
8 case.

9           So if I can be of any further assistance,  
10 I'll be glad to. I will resolve any disputes on the  
11 written agreements if it is necessary, I doubt it with  
12 these two attorneys, but with that, I think we can all  
13 take the rest of our Friday afternoon off.

14           MR. LEE: Thank you, Mr. Hale, for taking it  
15 on and doing such a fine job in getting it resolved.

16           MR. NETZORG: It was a very difficult case.  
17 A lot of details. Mastered incredibly.

18           ARBITRATOR HALE: Thank you. We are done.

19           MR. LEE: There is going to be an order of  
20 some kind to get filed, I would think?

21           ARBITRATOR HALE: I thought what I would do  
22 is take the transcript and file an arbitration  
23 decision, indicating that I heard evidence, that we  
24 heard testimony, that I reviewed documents, that I  
25 interviewed the parties, that my arbitration decision

1 is attached hereto as Exhibit A.

2 MR. LEE: Okay.

3 ARBITRATOR HALE: In case there is any  
4 question. Is that all right?

5 MR. LEE: Very good.

6 ARBITRATOR HALE: That is why I was ordering  
7 a transcript.

8 (Thereupon, the proceedings  
9 concluded at 3:02 p.m.)

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CERTIFICATE OF REPORTER

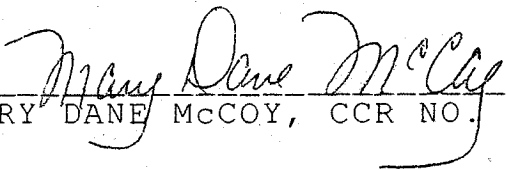
1 STATE OF NEVADA )  
2 ) ss:  
3 COUNTY OF CLARK )

4 I, Mary Dane McCoy, a duly commissioned  
5 Notary Public, Clark County, State of Nevada, do hereby  
6 declare: That I reported the proceedings in the before  
7 entitled matter at the time and place indicated;

8 That I thereafter transcribed my said  
9 shorthand notes into typewriting and that the foregoing  
10 transcript is a complete, true and accurate  
11 transcription of my said shorthand notes, to the best  
12 of my knowledge, skill and ability.

13 I further declare that I am not a relative or  
14 employee of counsel of any of the parties, nor a  
15 relative or employee of the parties involved in said  
16 action, nor a person financially interested in the  
17 action.

18 IN WITNESS WHEREOF, I have set my hand in my  
19 office in the County of Clark, State of Nevada, this  
20 11th day of September, 2006.

21   
22 MARY DANE MCCOY, CCR NO. 219  
23  
24  
25





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

9  
10 GHOLAMREZA ZANDIAN JAZI, ) Case No. A511131  
11 ) Dept. No. XII  
12 Plaintiff, )  
13 vs. )  
14 RAY KOROGHLI, individually, )  
15 FABIRORZ FRED SADRI, individually, )  
16 and as Trustee of the Star Living Trust, )  
17 WENDOVER PROJECT, LLC, a Nevada )  
18 limited liability company; BIG SPRING )  
19 RANCH, LLC, a Nevada limited liability )  
20 company, and NEVADA LAND AND )  
21 WATER RESOURCES, LLC, a Nevada )  
22 limited liability company, )  
23 Defendants. )  
24 )  
25 )  
26 )  
27 )  
28 )

21 ARBITRATION DECISION

22 Arbitration Hearings in this matter were conducted for two full days. The parties  
23 submitted voluminous exhibits, depositions and briefs to the Arbitrator. Having reviewed the  
24 documentation submitted and having heard the testimony and representations of the parties, the  
25 following Arbitration Decision is entered:  
26

- 27 1. The entire interest in the Pah Rah, LLC, property will be transferred to Gholamreza  
28

FLOYD A. HALE  
SPECIAL MASTER  
2300 W. SAHARA, SUITE 900  
LAS VEGAS, NEVADA 89102  
PHONE (702) 457-5267  
EMAIL fhale@floydahale.com

1 Zandian Jazi, free and clear of all encumbrances, including the promissory note secured by Deed  
2 of Trust issued for the benefit of Fariborz Fred Sadri; any obligation owed to Jeff Codega, related  
3 to work that was performed as to the Pah Rah real estate will be the obligation of Gholamreza  
4 Zandian Jazi;  
5

6 2. The 320 acres referenced in the briefs and this lawsuit will be transferred free and clear  
7 to Gholamreza Zandian Jazi without any obligation to the other litigants or parties to this  
8 Arbitration or to any other party who may profess to have an interest in the 320 acres that are  
9 bound by this lawsuit and Arbitration;  
10

11 3. Fariborz Fred Sadri and Ray Koroghli will, within 30 days from the service of this  
12 Arbitration Decision, pay Gholamreza Zandian Jazi \$250,000.00 in return for Gholamreza  
13 Zandian Jazi waiving any claims or any rights as to the Big Springs Ranch, LLC or any of its  
14 assets;  
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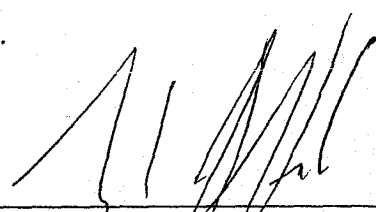
16 4. That Gholamreza Zandian Jazi will transfer any interest in the Wendover project, LLC,  
17 including all assets and real estate to Fariborz Fred Sadri and Ray Koroghli;

18 5. All of the entities and properties that are the subject of this Arbitration and lawsuit,  
19 including Pah Rah, LLC, the owners of the 300 acres referenced above, the Big Springs Ranch,  
20 LLC, and the Wendover purchase or Wendover Project, LLC, referenced in this lawsuit and  
21 Arbitration waive any claims to reimbursement or participation in any consulting fees previously  
22 paid to Gholamreza Zandian Jazi from the seller of the real estate to those entities;  
23

24 6. That the parties, through counsel, will prepare all necessary documents to effect the  
25 transfers of the real estate assets and LLC entities and the parties to this lawsuit and Arbitration  
26 will execute all necessary documents to effect this Arbitration Order, including a mutual Release  
27 to be executed by all parties.  
28

1 7. That each party pay their own fees and costs incurred herein.

2 DATED this 20<sup>th</sup> day of September, 2006.

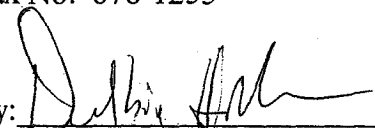
3  
4  
5 By:   
6 FLOYD HALE, Arbitrator  
7 2300 West Sahara Avenue, #900  
8 Las Vegas, NV 89102

9 CERTIFICATE OF FACSIMILE AND MAIL

10 I hereby certify that on the 21 day of September, 2006, I faxed and mailed a true and  
11 correct copy of the foregoing addressed to:

12 John Peter Lee, Esq.  
13 830 Las Vegas Boulevard South  
14 Las Vegas, NV 89101  
15 Attorneys for Plaintiffs  
16 Fax No. 383-9950

17 John Netzorg, Esq.  
18 2810 West Charleston Blvd. #H-81  
19 Las Vegas, NV 89102  
20 Attorneys for Defendants  
21 Fax No. 878-1255

22  
23  
24  
25  
26  
27  
28 By:   
Employee of Jams

FLOYD A. HALE  
SPECIAL MASTER  
2300 W. S  
LAS VEG.,  
PHONE (702) 457-5267  
VE. SUITE 900  
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MOT  
JOHN M. NETZORG, ESQ.  
Nevada Bar No. 1335  
2810 West Charleston Boulevard, #H-81  
Las Vegas, Nevada 89102  
(702) 878-3400  
Attorney for RAY KOROGHLI, individually  
FARIBORZ FRED SADRI, individually and as Trustee  
of the STAR LIVING TRUST

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

GHOLAMREZA ZANDIAN JAZI, )

Plaintiff, )

vs. )

RAY KOROGHLI, individually, FARIBORZ )  
FRED SADRI, individually and as Trustee of the )  
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 )

Defendants )

RAY KOROGHLI, individually and FARIBORZ )  
FRED SADRI, individually )

Counterclaimants )

vs. )

GHOLAMREZA ZANDIAN REZA )

Counterdefendant )

) CASE NO. A 511131

) DEPT. NO. XIII

) **MOTION TO CHANGE**

) **AWARD BY ARBITRATOR**

) **PURSUANT TO NRS 38.237**

) **(BEFORE ARBITRATOR)**

Pursuant to *N.R.S.* 38.237, the Defendants/Counterclaimants would request that the

LAW OFFICES OF  
**JOHN M. NETZORG**  
2810 W. CHARLESTON E SUITE H-81  
LAS VEGAS, NEVADA 89102  
(702) 878-3400

John  
9-10-06  
10-11-06

1 Arbitrator modify or correct the award to conform with the Arbitrator's oral pronouncements and  
2 the intention of the parties. N.R.S. 38.237 provides that there may be a modification or  
3 correction on a motion within twenty days of receipt of notice of the award.

4 **1. There was an express requirement of the settlement that Mr. Zandian's**  
5 **wife sign the documents.**

6 The transcript of the settlement in this case, (Exhibit "A"), specifically provides that the wives  
7 will sign. Nonetheless, Zandian has refused this requirement. (Exhibit "B"). Under no  
8 circumstances will the Defendants proceed unless Zandian honors his commitments.

9 The seriousness of the matter is demonstrated by the Shipyard settlement, a matter which was  
10 collaterally raised in this Arbitration. After Mr. Zandian settled with K. Damen, his partner in  
11 the Dutch shipyards, and received \$2.1 million Dutch guilders, one year later Zandian rescinded  
12 the settlement because his wife had not signed the document. (Exhibit "C"). On April 1, 1998,  
13 Mr. Zandian's Dutch counsel announced to Shipyard K. Damen that Mr. Zandian was rescinding  
14 their previous year's settlement agreement because:  
15  
16

17 Mr. Zandian considers the Settlement Agreement of 2 April  
18 1997 null and void because his (former) wife did not sign the  
19 agreement.

20 In this case, the wives' signatures were made a condition of the settlement because of Mr.  
21 Zandian's established position that absent wives' signatures, settlement agreements are void and  
22 rescindable.

23 The settlement agreement requires Mr. Zandian to deliver clear title to his interests in Wendover  
24 Project, LLC and Big Springs Ranch, LLC. Zandian testified that his bankruptcy proceedings are  
25 still being actively litigated in France and that his claims to stock ownership in the Shipyard K.  
26 Damen, the very consideration he tendered, is the subject of the French litigation. Since he  
27  
28

1 purports to have given \$3,000,000.00 in stock from this bankruptcy court asset to Pico in  
2 exchange for an interest in Wendover Project, LLC, he will need to provide an order from the  
3 French Bankruptcy Court demonstrating he in fact owned the stock and that the French  
4 Bankruptcy Court has no claim or interest in the Wendover Project, LLC interests which he is  
5 transferring. The requirement would be the same if he were in bankruptcy in Nevada and was  
6 seeking to exchange an asset subject to a Bankruptcy Court proceeding without Bankruptcy  
7 Court approval.  
8

9 **2. The Operating Agreements provide that Managing Members may name**  
10 **beneficiaries who receive the Manager's interest automatically in the event**  
11 **of the Managing Member's withdrawal, expulsion or removal.**

12 A predicate to the transfer of Zandian's interest in the Wendover Project, LLC and Big Springs  
13 Ranch, LLC limited liability companies is the designation of the transferors as beneficiaries.  
14 (Exhibit "D" attached hereto).

15 As written, the Arbitration award does not accomplish that which it purports to accomplish. Mr.  
16 Zandian may not transfer his interests to the Defendants unless he has first designated them as  
17 beneficiaries prior to his resignation or removal as Managing Member(s). Accordingly, the  
18 award needs to be amended to name the Star Living Trust and Mr. Koroghli as beneficiaries of  
19 Mr. Zandian (and his wife as is appropriate) for the automatic transfer of these interests to the  
20 recipients on his subsequent removal as Managing Member.  
21

22  
23 **3. Mr. Zandian was to guarantee that he had not pledged or sold his membership**  
24 **interests to a third party. Mr. Zandian must demonstrate that he has not sold,**  
25 **transferred, hypothecated or assigned his interests by operation of law**  
26 **or otherwise.**

27 The Defendants' real property ownership are matters of record. The documentation produced by  
28 Mr. Zandian consistently reveals third party arrangements. Mr. Zandian claims additional

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ownership in Wendover Project, LLC and Big Springs Ranch, LLC by reason of off record transfers and oral agreements with third parties.

Mr. Zandian must identify with particularity both off record transfers from which he claims to have benefited as well as off record transfers and pledges he has made to third parties. Mr. Zandian testified that he had received a \$750,000.00 interest from a third party in Wendover Project, LLC and had received other off-record transfers of interests in Wendover Project, LLC.

Mr. Zandian must identify each and every interest which he owns in the LLCs, either of record or otherwise and he must transfer, free and clear of any third party claims, these interests in consideration of the transfer by the Defendants of the real property interests and monies to be paid.

4. **Mr. Zandian must include in his assignment of interests any, all and every interest he has in the 500 shares of Shipyard K. Damen stock which he purportedly transferred in consideration of a \$3,000,000.00 discount in the purchase price of the West Wendover land holdings received by Wendover Project, LLC from Pico Holdings.**

Mr. Zandian has indicated, before and after the Arbitration hearings, that he intends to bring an action against Pico Holdings, its subsidiaries and its Executives, Western Title, the Peppermill and others based on transactions involving Wendover Project, LLC. All his right, title and interest in any proceeding, directly or indirectly related to Wendover Project, LLC and Big Springs Ranch, LLC must be assigned including any choses in action or entitlements to recovery from any claims.

Because there are real and personal property interests being exchanged, there must be escrow.

All parties must demonstrate good title. The real property interests of the Star Living Trust and Ray Koroghli are easily ascertainable and insurable. On the other hand, the personal property interests of Mr. Zandian in the LLCs are subject to third party claims, all of which are generated



1 by Mr. Zandian's own testimony and documents presented. He must provide proof of title and  
2 disclaimers of any interest by:

- 3 1. The French Bankruptcy Court (Liquidation Judiciaire)
- 4 2. Third Party Creditors
- 5 3. Judgment Lienholders (Al Makaaseb General Trading  
6 Company); and
- 7 4. Any third parties to whom or from whom he purports  
8 to have transferred interests voluntarily or  
9 involuntarily by operation of law.

10 He must assign to the LLCs and the purchasers of his interests any, all and every ownership he  
11 has directly or indirectly, including all benefit, choses in action, or any, all and every other thing  
12 of value including but not limited to Items 1 through 4 above.

13 **5. Mr. Zandian must warrant and verify that he is in a position, legally, to  
14 perform the actions required pursuant to the Settlement Agreement  
15 including the following:**

- 16 (a) proof that his ownership interests are not affected  
17 by his pending personal and corporate bankruptcy in  
18 France;
- 19 (b) proof that he has not transferred his interests in  
20 the LLCs;
- 21 (c) proof that his ex-wife does not have a claim to  
22 the 500 shares of Shipyard K. Damen stock transferred by  
23 Zandian to Pico Holdings as consideration for a  
24 \$3,000,000.00 discount in the purchase price, ownership to  
25 which has been asserted by Mr. Zandian's bankruptcy  
26 counsel in Exhibit "A";
- 27 (d) a complete release of the Defendants, the LLCS,  
28 all of their members, managers, agents, attorneys and assigns  
from any, all and every claim, known or unknown, including  
the real properties, LLCs, partnerships, joint ventures or  
relationships of any kind arising from or related to the real  
property acquisitions involved in this Arbitration;

**6. Mr. Zandian must expressly disavow any interest in entitlements to:**

- (a) commissions resulting from the sale of water rights  
to Pico Holdings;

1 (b) any interest in Star Living Trust's pending action  
2 with J. Bingham and assurances that any claims made by Mr.  
3 Zandian in this Arbitration were unsupported by any  
4 evidence, documentary or otherwise, that would support his  
5 claim, directly or indirectly in the proceeds of that litigation  
6 or in the underlying real property. Mr. Zandian must further  
7 acknowledge that the testimony provided regarding an  
8 unwritten and un-witnessed representation that Zandian was  
9 to receive an interest as the result of providing perjured  
10 testimony was fabricated.  
11

12 **7. The Settlement Agreement must unequivocally include provisions that no**  
13 **consideration whatsoever was paid based on Mr. Zandian's scurrilous allegations**  
14 **that he had an ownership interest in any Clark County real properties owned by the**  
15 **Star Living Trust and Fred Sadri as Trustee, or that he was ever promised an**  
16 **interest in these properties.**

17 **8. Mr. Zandian testified on August 25, 2006 "I have contributed \$80,000.00 and**  
18 **I have received back that money, there was no protest whatever about this."**

19 Mr. Zandian indicated that he had the checks to prove his payment. Settlement was based on his  
20 sworn testimony. In reliance on Mr. Zandian's representations that he had paid this \$80,000.00,  
21 the Defendants were amenable to paying \$250,000.00 in cash. Despite a diligent search, the  
22 Defendants have been unable to locate any evidence of a payment by Mr. Zandian. He must  
23 produce evidence of payment of this \$80,000.00 or deduct that amount from the settlement.

24 **9. \$17,000.00.**

25 Mr. Zandian took \$17,000.00 from Big Springs Ranch, LLC. Likewise, he claims to have paid it  
26 back. He must produce evidence of payment or credit amount from the settlement. Attached as  
27 Exhibit "E" are copies of Bank of America documents pertaining to the \$17,000.00.

28 **10. Mr. Zandian is to receive title to Pah Rah and the 320 Acres.**

Mr. Zandian is to take title subject to his note and deed of trust. The Star Living Trust is to  
forfeit all claims to the principal, or \$333,996.56. Mr. Zandian is responsible for all other costs,

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including foreclosure fees, trustee's fees, attorney's fees, interest and other similar expenses.

Attached as Exhibit "F" are copies of an amortization schedule and statement from First

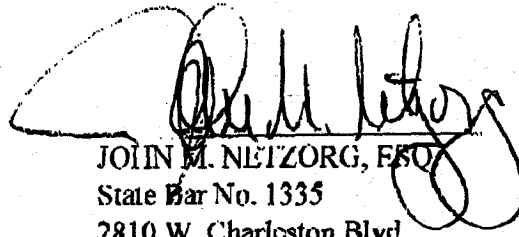
Centennial Title showing foreclosure fees and costs.

**Conclusion,**

Fred and Ray have the \$250,000.00 and are ready to close escrow as soon as Mr. Zandian demonstrates that the interests to be transferred by him are his to convey and that the transfers are in accordance with the requirements of the LLCs' Operating Agreements and he provides proof that he paid the \$97,000.00 referenced above.

Finally, a mutual release must be executed, releasing all claims known or unknown, whether relating to the property and defamation claims asserted or any claim which could have been raised.

Dated this 11th day of October 2006.



JOHN M. NEIZORG, ESQ.  
State Bar No. 1335  
2810 W. Charleston Blvd.  
Suite 81  
Las Vegas, Nevada 89102  
Attorney for Defendants/  
Counterclaimants

LAW OFFICES ✓  
**JOHN M. NEIZORG**  
2810 W. CHARLESTON BLVD., SUITE H-81  
LAS VEGAS, NEVADA 89102  
(702) 878-3400

NOTICE OF MOTION

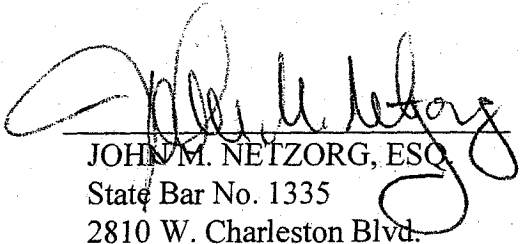
TO: PLAINTIFF

and

TO: John Peter Lee, Esq., his counsel of record

PLEASE TAKE NOTICE that the Defendants/Counterclaimants will bring the above and foregoing MOTION TO CHANGE AWARD BY ARBITRATOR PURSUANT TO NRS 38.237 on for hearing on the \_\_\_\_ day of \_\_\_\_\_, 2006 at the hour of \_\_\_\_\_ a.m. before the Arbitrator, Floyd Hale, Esq., or as soon thereafter as counsel may be heard.

Dated this 11th day of October 2006.



JOHN M. NETZORG, ESQ.  
State Bar No. 1335  
2810 W. Charleston Blvd.  
Suite 81  
Las Vegas, Nevada 89102  
Attorney for Defendants/  
Counterclaimants

RECEIPT OF COPY

RECEIPT OF COPY OF the foregoing Motion to Change Award by Arbitrator Pursuant to NRS 38.237 is acknowledged this 11 day of October 2006.

**JOHN PETER LEE** 

JOHN PETER LEE, ESQ.  
JOHN PETER LEE, LTD.  
Nevada Bar No. 1768  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
Attorney for Plaintiff/Counterdefendant

LAW OFFICES OF  
**JOHN M. NETZORG**  
2810 W. CHARLESTON BLVD., SUITE H-81  
LAS VEGAS, NEVADA 89102  
(702) 878-3400

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DISTRICT COURT

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CLARK COUNTY, NEVADA

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GHOLAMREZA ZANDIAN JAZI, )

)

4

Plaintiff, )

)

5

vs. )

CASE NO. A511131

) DEPT. NO. XIII

6

RAY KOROGHLI, individually, )

FARIBORZ FRED SADRI, )

7

individually, and as Trustee )

of the Star Living Trust, )

8

WENDOVER PROJECT, LLC, a )

Nevada limited liability )

9

company; BIG SPRING RANCH, )

LLC, a Nevada limited )

10

liability company, and NEVADA )

LAND AND WATER RESOURCES, LLC,) )

11

a Nevada limited liability )

company, )

12

Defendants. )

13

\_\_\_\_\_ )

)

14

RAY KOROGHLI, individually )

and FARIBORZ FRED SADRI, )  
 15 individually, )  
 )  
 16 Counterclaimants, )  
 )  
 17 vs. )  
 )  
 18 GHOLAMREZA ZANDIAN JAZI, )  
 )  
 19 Counterdefendant. )  
 \_\_\_\_\_ )

20

21 REPORTER'S TRANSCRIPT OF ARBITRATION PROCEEDINGS

22 BEFORE ARBITRATOR FLOYD A. HALE, ESQ.

23 Taken on Friday, September 8, 2006

24 At 2:48 o'clock p.m.

25 At 2300 W. Sahara, Ste. 900

Mary Dane McCoy (702)655-9900

□

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Las Vegas, Nevada

090806arb1

2 REPORTED BY: MARY DANE MCCOY, CCR NO. 219

3

4 APPEARANCES:

5 For the Plaintiff/ JOHN PETER LEE, ESQ.

Counterdefendant: &

6 MICHAEL A. REYNOLDS, ESQ.

John Peter Lee, Ltd.

7 830 Las Vegas Blvd. South

Las Vegas, Nevada 89101

8

For the Defendants: JOHN M. NETZORG, ESQ.

9 2810 W. Charleston, Ste. H-81

Las Vegas, Nevada 89102

10

11 Also Present: AMY CONNELL, PARALEGAL

GHOLAMREZA ZANDIAN JAZI

12 RAY KOROGLI

FARIBORZ FRED SADRI

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Mary Dane McCoy (702)655-9900

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1           ARBITRATOR HALE: This is the time that was  
2 set this morning for the continuation of the binding  
3 arbitration related to the litigation initiated in  
4 District Court for Clark County, Nevada, Case A511131,  
5 Jazi versus Koroghli, et al. would people please note



6 their appearance for the court reporter?

7 MR. LEE: John Peter Lee representing Mr.

8 Zandian who is present here today, Mr. Michael Reynolds

9 in association with me.

10 MR. NETZORG: John Netzorg with Ray Koroghli,

11 Fred Sadri individually and both as managing members of

12 the Nevada Land & Water Company, LLC; Big Springs

13 Ranch, LLC; and Wendover Project, LLC.

14 MR. LEE: Let the record further show that

15 Amy Connell is here as our paralegal.

16 ARBITRATOR HALE: Having heard two full days

17 of testimony, having reviewed all the exhibits, the

18 depositions that were submitted, and arguments of

19 counsel, it appears to me that the resolution of this

20 case will be as follows: And counsel are free to

21 correct me.

22 MR. NETZORG: This is pursuant to a  
23 stipulation obviously, so we want to make sure there is  
24 a universal and complete resolution of all issues --

25 MR. LEE: Let's let him get through this,

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1 John.

2 ARBITRATOR HALE: This will completely  
3 resolve all claims of the LLCs and the individuals that  
4 are involved in this litigation.

5 The entire interest in the Pah Rah, LLC and  
6 property will be transferred to Mr. Zandian free and  
7 clear of all indebtedness, including the promissory  
8 note secured by deed of trust issued for the benefit of

9 Mr. Sadri.

10 MR. NETZORG: With that there is the  
11 outstanding obligation to Mr. Jeff Codega or  
12 whatever --

13 MR. LEE: John, please do me a favor, let the  
14 gentleman finish, let him finish and we will put our  
15 comments --

16 ARBITRATOR HALE: Yeah, let me start all  
17 over.

18 So the resolution will be as follows: The  
19 Pah Rah property and LLC and all interest therein will  
20 be transferred free and clear to Mr. Zandian, including  
21 a waiver of any rights under the promissory note  
22 secured by deed of trust or other security for the  
23 benefit of Mr. Sadri. Any obligation to Mr. Jeff  
24 Codega, C-O-D-E-G-A, related to work that he has

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25 performed as to that specific real property will be the

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1 obligation of Mr. Zandian. That is the first item.

2 Item 2: The 320 acres referenced in the

3 lawsuit and the briefs will be transferred free and

4 clear to Mr. Zandian without any obligation to the

5 other litigants or parties to this arbitration or

6 anyone else who may profess to have an interest in the

7 320 acres that are bound by this lawsuit.

8 No. 3: Mr. Sadri and Mr. Koroghli will,

9 within 30 days from today, pay Mr. Zandian \$250,000

10 cash in return for Mr. Zandian waiving any claims or

11 any rights to the Big Springs, LLC?

12 MR. KOROGHLI: Ranch, LLC.

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13            ARBITRATOR HALE: Big Springs Ranch, LLC, or  
14 the Wendover Project -- I had purchase -- Project.  
15 That is the next item.

16            Finally all of the LLCs and properties that  
17 are the subject of this arbitration lawsuit, including  
18 Pah Rah, the 320 acres, the Big Springs Ranch, and the  
19 Wendover Purchase or Project waive any claim to  
20 reimbursement or participation in any consulting fees  
21 paid to Mr. Zandian from the seller. The parties will  
22 through counsel prepare any necessary documents to  
23 effect the transfers of the LLCs and any underlying  
24 real estate, and the parties and representatives of  
25 these LLCs will execute all necessary documents to

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1 effect this settlement and arbitration order.

2 would counsel like to add anything to these

3 terms?

4 MR. LEE: We would like to have the check

5 payable to my office for 250,000.

6 ARBITRATOR HALE: All right. The settlement

7 check will be payable to John Peter Lee, Ltd.

8 Anything else?

9 MR. NETZORG: We would like a mutual release

10 executed by and between the parties.

11 ARBITRATOR HALE: I think that is part of the

12 documents that I referenced and I would agree.

13 MR. NETZORG: We need a warranty from the

14 parties that the properties and interest being

15 transferred haven't been previously transferred, that

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16 the parties, in fact, do currently hold those  
17 interests, and they are capable of transferring the  
18 interests that are subject to this order free and clear  
19 of claims by any third parties.

20 ARBITRATOR HALE: I'll allow the two of you  
21 to work out that language. Obviously if you signed for  
22 an LLC, you are representing and warranting that you  
23 have that authority, but you can work that into the  
24 settlement language and see if we have an agreement.

25 MR. NETZORG: In particular, we are dealing

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1 with three married guys and we want to know they are  
2 speaking for the community interest of their spouses on  
3 each and every one of these transfers.

4 ARBITRATOR HALE: We may want spouses to

5 sign --

6 MR. LEE: We can work out the form of the

7 details, I'm not concerned about that, if necessary we

8 can get preliminary title reports. That is what I plan

9 on doing.

10 MR. NETZORG: Just to -- some of interests

11 aren't going to be reflected and the conveyance

12 of the membership interest in the LLCs is not of

13 record, so we need to have warranties in satisfaction

14 that there hasn't been a pledge of these interests

15 previously.

16 ARBITRATOR HALE: That is fine, that can be

17 in the settlement agreement.

18 Any issue regarding the sufficiency or the

19 necessity of settlement agreements or documentations



20 for transfer of property, I'm retaining my authority as  
21 the arbitrator to resolve that issue.

22 MR. NETZORG: We would want to do an  
23 allocation of the purchase price for the LLC interests  
24 that correspond -- we may do an allocation of the  
25 purchase price for the LLC interests.

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1 MR. LEE: You can allocate anything you want  
2 to.

3 MR. NETZORG: That is good, as long as you  
4 understand.

5 MR. LEE: It is not my involvement. You can  
6 allocate anything you want.

7 ARBITRATOR HALE: Mr. Netzorg, you will have  
Page 13

8 the right to do whatever accounting you wish on Big  
9 Springs and Wendover and Mr. Lee and his client will  
10 have the right to do whatever allocation they want on  
11 the 320 acres and the Pah Rah property.

12 MR. NETZORG: I would ask that you retain  
13 jurisdiction to enforce the settlement agreement.

14 ARBITRATOR HALE: I already took it.

15 MR. NETZORG: Okay.

16 MR. LEE: He just did it. That is crucial.

17 MR. NETZORG: The candy has been excellent  
18 but I'm -- then there is, with the understanding that  
19 those items, thank you very much and thank you for the  
20 excellent job you have done.

21 ARBITRATOR HALE: I omitted something you two  
22 didn't catch. The defamation claim is resolved by this

23 agreement.

24 MR. LEE: Everybody pays their own fees and

25 otherwise bears their own fees and costs.

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1 ARBITRATOR HALE: Mr. Netzorg, you may have  
2 missed that, I'm sorry, you were conversing with your  
3 client. This agreement also includes a dismissal and  
4 waiver of all claims of Mr. Zandian for defamation as  
5 alleged in the documents that are the subject of this,  
6 and each party is to pay their own fees and costs.

7 MR. NETZORG: Very good. Also, any third  
8 party claims that may have arisen, apparently there was  
9 some suggestion about litigation as a result of the  
10 July 21, '05 transfer of the property from Wendover

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11 Project, LLC to the Peppermill, just to make certain --

12 ARBITRATOR HALE: He waived all claims as to  
13 the Wendover Property or Project.

14 MR. NETZORG: Very good.

15 MR. LEE: All claims except what is on the  
16 record.

17 ARBITRATOR HALE: The payments he is entitled  
18 to under the record on the transfer of the property and  
19 rights under the record.

20 MR. KOROGHLI: Against the purchaser, against  
21 the title company, we want to make sure that everybody  
22 -- there is not going to be another lawsuit flying over  
23 six months from now, a year from now from Mr. Zandian.

24 ARBITRATOR HALE: All claims related to all  
25 LLCs and properties that are the subject of this

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15 people that know a lot more about these issues than I  
16 do and I appreciate that.

17           And I have to tell you, as you know, I've  
18 been here 31 years, I do three or four or five  
19 arbitrations or mediations a week, I deal with  
20 attorneys from all over the country, I'm a special  
21 master on six hotel construction projects now and three  
22 other high-rise projects and I deal with attorneys from  
23 every state. You don't get attorneys of any higher  
24 caliber than the two attorneys that are working on this  
25 case. So I know it was hard fought, I know it was

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1 probably expensive, and I know it was thorough and

2 probably difficult for all of you, but both sides are  
3 very lucky to get these attorneys on this type of case,  
4 because I have to tell you, unfortunately in the  
5 overwhelming number of cases, there is usually some  
6 weak link in the chain and we got two -- it was a  
7 pleasure to watch them work and do their craft in this  
8 case.

9           So if I can be of any further assistance,  
10 I'll be glad to. I will resolve any disputes on the  
11 written agreements if it is necessary, I doubt it with  
12 these two attorneys, but with that, I think we can all  
13 take the rest of our Friday afternoon off.

14           MR. LEE: Thank you, Mr. Hale, for taking it  
15 on and doing such a fine job in getting it resolved.

16           MR. NETZORG: It was a very difficult case.  
17 A lot of details. Mastered incredibly.

6 ARBITRATOR HALE: That is why I was ordering

7 a transcript.

8 (Thereupon, the proceedings

9 concluded at 3:02 p.m.)

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# JOHN PETER LEE, LTD.

ATTORNEYS AT LAW

---

830 LAS VEGAS BOULEVARD SOUTH  
LAS VEGAS, NEVADA 89101  
TELEPHONE (702) 382-4044  
FACSIMILE (702) 383-9950  
E-MAIL: info@johnpeterlee.com

September 13, 2006

John M. Netzorg, Esq.  
2810 West Charleston, #81  
Las Vegas, Nevada 89102

FAX 878-1255

Re: Jazi v. Koroghli, et al.

Dear Mr. Netzorg:

I have your communication of this date and note that you have added wives into your mix. I can't imagine the purpose for doing so. There is no indication they were participants in any of the business transactions. Their inclusion would cause confusion and potential mischief.

Yours truly,

JOHN PETER LEE, LTD.

John Peter Lee, Esq.

JPL/jlr  
cc: Client  
1334.022860

WFZ1972



Attachment 2 to  
letter dated 17.01.2001

**LOEFF CLAEYS VERBEKE**

BY COUNTER

**BY FAX 020-6331827**  
Van Arken Krijpe Damstra  
P.O. Mr Ch. H. Riber  
Stationsweg 4  
3211 JW DORDRECHT

Wants to  
send by e-mail  
P.O. Box 14  
3200 AA DORDRECHT  
+31 10 45 34 42  
+31 10 45 34 42  
http://www.loeffclaeys.com

Netherlands, 1 April 1997  
Re JO/iv - 962.0793  
Ref. Zandbergen/Damen  
From Mr J. Orlowans, advocate

Dear Mr Riber,

As you may be aware I act on behalf of Mr G.R. Zandbergen just with regard to his interests in the Netherlands.

This letter is to inform you that Mr Zandbergen considers the documents as specified hereinafter null and void. Furthermore, to the extent necessary, these documents are herewith nullified. If these documents are not null and void, Mr Zandbergen herewith rescinds the hereinafter described documents.

On 2 April 1997 Mr Damen and Mr Zandbergen entered into a Settlement Agreement whereby it was agreed that on certain dates certain amounts would be transferred to the bank accounts of Mr Zandbergen in full and final settlement of the dispute(s) that had arisen between parties. It was further agreed that Mr Zandbergen would transfer 49 of his shares in Schepswaaf K. Damen B.V. to Mr K. Damen. On page 3 of the Settlement Agreement parties added by handwritten agreement that time was of the essence with regard to the scheduled payments.

As a result of the Settlement Agreement of 2 April 1997 parties entered into 1) the (notarial) Deed of Settlement of 7 May 1997, 2) the (notarial) Deed of Transfer of Shares of 7 May 1997, and 3) a handwritten Agreement of 7 May 1997 stating that 1) and 2) would be null and void if the payments as scheduled in the Settlement Agreement of 2 April 1997 are not fulfilled and paid in full (the "Documents").

This document is a copy of the original document. It is not a legal document and does not constitute an offer. It is for information only. The original document is the only one that is valid. This document is not to be used as evidence in court. It is for information only. The original document is the only one that is valid. This document is not to be used as evidence in court.

**LOEFF CLAYS VERBEEK**

With regard to the issuance of 49 shares to Mr K. Darnan please note that by deed of issuance of 15 May 1987 49 shares with a nominal value of NLG 1,000.- each were issued to Mr Zandien. According to an excerpt from the Trade Registry dated 28 September 1987 Schoepwerf K. Darnan B.V. had an issued and paid up capital of NLG 99,000.- consisting of 99 shares with a nominal value of NLG 1,000.- each.

However, according to an excerpt from the Trade Registry dated 11 April 1996 (and 1 April 1998) Schoepwerf K. Darnan B.V. at the moment had (and has) an issued and paid up capital of NLG 2,500,000.- consisting of 2,500 shares of NLG 1,000.- each.

Apparently, 2,401 shares in Schoepwerf K. Darnan B.V. with a nominal value of NLG 1,000.- each were issued during the period that Mr Zandien was a shareholder. As a shareholder Mr Zandien has/had a right of preemption on 49% of the total capital increase, being 1,176 shares. Despite the right of preemption as laid down in article 2266a of the Dutch Civil Code these shares have never been issued/offered to Mr Zandien. Moreover, Mr Zandien has never been invited to a shareholders' meeting whereby the authorized capital as laid down in the articles of association was amended.

In this regard I would like to request you to submit the invitation and the minutes of the meeting of said shareholders' meeting, the Deed of issuance of 2,401 shares, the Deed of Assurances of such by Mr K. Darnan and the shareholders' register. For the avoidance of doubt it is noted that the abovementioned observations are made without prejudice to any rights and/or defenses available to Mr Zandien.

Mr Zandien considers the Settlement Agreement of 2 April 1997 null and void because his (former) wife did not co-sign this agreement. Mrs Lella Gorchl never consented to nor witnessed the Settlement Agreement. The Settlement Agreement merely states that it is accepted by Mrs Lella Gorchl. Therefore, the (notarial) Deeds of 7 May 1997 are also null and void. Moreover, I understand that the civil law notary that executed the Deeds of 7 May 1997 has requested Mr Zandien to have his (former) wife co-sign the Deeds but failed to persist in such request.

To the extent that the referred documents are not null and void, Mr Zandien herewith nullifies the Documents on the basis of error in fact. Mr Zandien signed the Documents assuming that Schoepwerf K. Darnan B.V. was virtually bankrupt at the time. Mr Zandien assumed this on basis of the information made available to him by Mr K. Darnan.

However, after 7 May 1997 Mr Zandien found out that Schoepwerf K. Darnan B.V. (and affiliates) had received millions worth of confirmed orders prior to 7 May 1997.

**LOEFF GLASYS VERBOD**

Moreover, a large German chemical company had deposited NLG 50,000,000. in the bank account of Schoepwerf K. Daman B.V. as an advanced payment to such orders. Mr Zandien also found out that NCM - the largest creditor of Schoepwerf K. Daman B.V. (NLG 10,000,000.-) - had withdrawn all of its claims on Schoepwerf K. Daman B.V. and that Schoepwerf K. Daman B.V. was in negotiation with the Dutch Authorities with regard to the construction of a new "WPK" on its premises as a result whereof it would receive over NLG 10,000,000.- in compensation.

If the Documents are not null and void as a result of any of the circumstances mentioned, then Mr Zandien herewith rescinds the Documents on the basis of the violation by Mr K. Daman of the (handwritten) "time is of the essence"-clause as laid down in the Settlement Agreement of 4 April 1997 and 7 May 1997. The related amounts were not transferred before the end of April 1997 in accordance with the schedule. The amounts were not paid in full and not to the designated parties.

I am looking forward to your reply.

Yours sincerely,



Mr. J. Curiamans

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**OPERATING AGREEMENT  
OF  
BIG SPRING RANCH L.L.C**

THIS OPERATING AGREEMENT ("Agreement") is entered into this **1ST day of October, 2003** by and between the following as Managing Member and Members of **BIG SPRING RANCH A LIMITED LIABILITY COMPANY**:

<u>NAME</u>	<u>ADDRESS</u>
STAR LIVING TRUST (Fariborz Fred Sadri) (Managing Member)	2827 S. Monte Cristo Las Vegas NV 89117
RAY KOROGHLI (Managing Member)	3055 Via Sarafina Henderson, Nevada 89012
Gholamreza Zandian JAZI (Managing Member)	9550 W. Sahara Ave. Apt.# 2148 Las Vegas, NV 89117

**1. ARTICLE**

**FORMATION AND PURPOSE OF LIMITED LIABILITY COMPANY**

**1.1 Formation of Limited Liability Company.**

(a) The parties to this Agreement hereby agree to become members and to form a Limited Liability Company pursuant to the provisions of Chapter 86 of the Nevada Revised Statutes (N.R.S.) as adopted in Nevada for the purpose set forth hereinbelow.

(b) Except as expressly provided herein, the rights and obligations of the Members and the administration and termination of the Company as specified herein shall be construed in accordance with N.R.S. Chapter 86, et. seq.

**1.2 Name of Company.** The Company's business shall be conducted solely under the name of **BIG SPRING RANCH L.L.C** (the "Company").

**1.3 Purpose and Scope of the Company.**

(a) The Company is organized to engage in and do any lawful act concerning any and all lawful business, other than banking or insurance, for which a Company may be organized.

(b) Nothing herein contained shall be deemed in any way or manner to prohibit or restrict the right or freedom of any Member separately, as a separate entity apart from the Company, to conduct any business or activity

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R.K.  
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(b) A Member shall be reimbursed by the Company for the reasonable out-of-pocket expenses incurred by such Member on behalf of the Company in connection with the Company's business and affairs upon presentation of proper receipts and invoices and approved by the Managing Member. However, no Member shall be entitled for reimbursement by the Company for meals, travel, transportation and entertainment.

## ARTICLE 6

### ROLE AND LIABILITY OF MEMBERS

**6.1 Liability of Members.** No Member shall have any personal liability whatsoever to the creditors of the Company for the debts of the Company or any losses beyond their Capital Contribution except as set forth in Article 3.

In accordance with Nevada law, a Member may, under certain circumstances, be required to return to the Company, for the benefit of Company creditors, amounts previously distributed to it as a return of capital. For purposes of this paragraph, the Members intend that no distribution to any Member of Net Cash From Operations or Net Cash From Sales or Refinancings shall be deemed a return or withdrawal of capital, even if such distribution represents, for federal income tax purposes or otherwise (in whole or in part), a return of capital, and that no Member shall be obligated to pay any such amount to or for the account of the Company or any creditor of the Company.

## ARTICLE 7

### SALE OR TRANSFER OF A LIMITED LIABILITY COMPANY INTEREST

**7.1 Restriction on Transfer.** No Member shall sell, exchange, assign, pledge, give, or otherwise transfer or encumber in any manner or by any means whatsoever, all or part of such Member's Interest in the Company, without obtaining the prior written consent of the Managing Member.

(a) Upon the Managing Member consent, each Member shall have an equal right of first refusal to purchase the transferring Member's interest in proportion to the purchasing Member's then percentage interest ownership in the Company subject to Paragraph 7.5. In the event some or all Members do not exercise their right of first refusal, the Managing Members are authorized to structure the transfer in the best interest of the Company.

(b) Upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or upon the occurrence of any other event which terminates the continued Membership of a Member of the Company the Company shall immediately dissolve unless all remaining Members vote to continue the Company without dissolution. Beneficiaries of the Managing Members will be herein named, and equal percent to that of Managing Member of the Company will be automatically be transferred to beneficiaries of said Managing Member. (see Exhibit B)

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OPERATING AGREEMENT  
OF  
WENDOVER PROJECT L.L.C

THIS OPERATING AGREEMENT ("Agreement") is entered into this 26th day of December, 2003 by and between the following as Managing Member and Members of WENDOVER PROJECT A LIMITED LIABILITY COMPANY and supercedes and replaces any and all prior Operating Agreements for the company.

<u>NAME</u>	<u>ADDRESS</u>
STAR LIVING TRUST (Fariborz Fred Sadri) (Managing Member)	2827 S. Monte Cristo Las Vegas NV 89117
RAY KOROGHLI (Managing Member)	3055 Via Sarafina Henderson, Nevada 89012
Gholamreza zandian JAZI (Managing Member)	9550 W. Sahara Ave. Apt. #2148 Las Vegas NV 89117

1. ARTICLE

FORMATION AND PURPOSE OF LIMITED LIABILITY COMPANY

1.1 Formation of Limited Liability Company.

(a) The parties to this Agreement hereby agree to become members and to form a Limited Liability Company pursuant to the provisions of Chapter 86 of the Nevada Revised Statutes (N.R.S.) as adopted in Nevada for the purpose set forth hereinbelow.

(b) Except as expressly provided herein, the rights and obligations of the Members and the administration and termination of the Company as specified herein shall be construed in accordance with N.R.S. Chapter 86, et. seq.

1.2 Name of Company. The Company's business shall be conducted solely under the name of WENDOVER PROJECT L.L.C (the "Company").

1.3 Purpose and Scope of the Company.

(a) The Company is organized to engage in and do any lawful act concerning any and all lawful business, other than banking or insurance, for which a Company may be organized.

(b) Nothing herein contained shall be deemed in any way or manner to prohibit or restrict the right or freedom of any Member separately, as a

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② ~~Cont~~ R.K.

(b) A Member shall be reimbursed by the Company for the reasonable out-of-pocket expenses incurred by such Member on behalf of the Company in connection with the Company's business and affairs upon presentment of proper receipts and invoices and approved by the Managing Member. However, no Member shall be entitled for reimbursement by the Company for meals, travel, transportation and entertainment.

## ARTICLE 6

### ROLE AND LIABILITY OF MEMBERS

**6.1 Liability of Members.** No Member shall have any personal liability whatsoever to the creditors of the Company for the debts of the Company or any losses beyond their Capital Contribution except as set forth in Article 3.

In accordance with Nevada law, a Member may, under certain circumstances, be required to return to the Company, for the benefit of Company creditors, amounts previously distributed to it as a return of capital. For purposes of this paragraph, the Members intend that no distribution to any Member of Net Cash From Operations or Net Cash From Sales or Refinancings shall be deemed a return or withdrawal of capital, even if such distribution represents, for federal income tax purposes or otherwise (in whole or in part), a return of capital, and that no Member shall be obligated to pay any such amount to or for the account of the Company or any creditor of the Company.

## ARTICLE 7

### SALE OR TRANSFER OF A LIMITED LIABILITY COMPANY INTEREST

**7.1 Restriction on Transfer.** No Member shall sell, exchange, assign, pledge, give, or otherwise transfer or encumber in any manner or by any means whatsoever, all or part of such Member's Interest in the Company, without obtaining the prior written consent of the Managing Member.

(a) Upon the Managing Member consent, each Member shall have an equal right of first refusal to purchase the transferring Member's interest in proportion to the purchasing Member's then percentage interest ownership in the Company subject to Paragraph 7.5. In the event some or all Members do not exercise their right of first refusal, the Managing Members are authorized to structure the transfer in the best interest of the Company.

(b) Upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or upon the occurrence of any other event which terminates the continued Membership of a Member of the Company the Company shall immediately dissolve unless all remaining Members vote to continue the Company without dissolution. Beneficiaries of the Managing Members will be herein named, and equal percent to that of Managing Member of the Company will be automatically be transferred to beneficiaries of said Managing Member. (see Exhibit B)

12/28/03

02952

WP  
C

ⓐ R.K.



ATTENTION  
Mr. Abrishami  
**Bank of America.**

Checking / Savings Withdrawal - NV **DEBIT**

Name and Address  
Pig Spring Ranch  
3055 Solafusa  
Henderson NV 89052  
Telephone No. ( )

Not Negotiable - Withdrawals are permitted only through Payment to the depositor

Date 4/6/04

Seventeen Thousand Dollars

Save time in line and help us avoid errors. The next time you make a withdrawal, please use your pre-printed withdrawal slips for your account.

*[Handwritten Signature]*  
Customer Signature

Account Number

004968226867

Total Withdrawal

\$ 17000.00

⑆540880133⑆

004968226867⑈

⑆0001700000⑆

*Mr. Zandian's signature*

US DATE 04/06/04  
P07 E C 044 NV

BANK OF AMERICA, N.A. LUG  
⑆122447344 56259 91 P01  
00000252563521 04/06/04  
**7750169973**

FROM 00022 04/06/2004 11:03  
CREDIT TO CC 0008071 TR 00005

ACCOUNT 004968226867  
R/TID 340880133

0110101 Check Sale

\$17,000.00

IF LND HA\*\*\*\*\*

12/05

# Bank of America



Bank of America, N.A.  
P.O. Box 25118  
Tampa, FL 33622-5118

1.800.432.1000  
www.bankofamerica.com

Page 1 of 2  
Account Number: 0049 6922 6957  
EO P OC Enclosures 2 44  
Statement Period  
04/01/04 through 04/30/04 000894

00003661 2 AT 0.517 05 01336 001 SCH999 II 34  
BIG SPRING RANCH LLC  
3055 VIA SARAFINA DR  
HENDERSON NV 89052-4031

4/04

Our free Online Banking service allows you to check account balances, transfer funds, pay bills and more. Enroll at www.bankofamerica.com.

## Business Economy Checking

### Account Summary Information

Statement Period	04/01/04 through 04/30/04	Statement Beginning Balance	32,096.40
Number of Deposits/Credits	3	Amount of Deposits/Credits	18,045.25
Number of Withdrawals/Debits	3	Amount of Withdrawals/Debits	47,515.00
Number of Deposited Items	2	Statement Ending Balance	2,626.65
Number of Enclosures	3	Average Ledger Balance	3,866.66
Number of Days in Cycle	30	Service Charge	0.00

### Deposits and Credits

Date Posted	Amount	Description	Bank Reference
04/05	3,000.00	Counter Credit	813002250974160
04/06	15,000.00	NV Tr transfer Banking Ctr Mill Fwy Confirmation# 1272943971	957604067504834
04/19	45.25	Counter Credit	813002350889457

Round From Western title

### Withdrawals and Debits

#### Checks

Check Number	Amount	Date Posted	Bank Reference	Check Number	Amount	Date Posted	Bank Reference
1008	30,015.00	04/02	813002350890967	1009	500.00	04/21	8130023504773

#### Other Debits

Date Posted	Amount	Description	Bank Reference
04/06	17,000.00	Counter Debit	81300225016997

Debit  
24  
20000  
12

FROM : Fred. F. Sadri

PHONE NO. : 702 8735171

Oct. 11 2006 11:39AM P5

MAR-06-2005 SUN 12:54 PM

SEP. 18. 2006 5:03PM

FIRST CENTENNIAL

FAX NO. 7028735171

NO. 32V

P. 05/08



# FIRST CENTENNIAL TITLE COMPANY OF NEVADA

1025 ROBERTA LANE  
SPARKS, NV 89431

PHONE: (775) 685-2121 • FAX: (775) 685-2140

September 18, 2006

Fred Sadri

Via fax: 702-873-5171

RE: Foreclosure No. 00145063 - LM1  
Sadri / Zandian

Dear Mr. Sadri:

The foreclosure fees and costs to date are as follows:

Trustees Sale Guarantee	\$1182.00
Trustee's Fee	\$1500.00
Document Preparation	\$ 125.00
Posting Notices (Reno & Wadsworth)	\$ 60.00
Publication (1-run)	\$ 617.33
Recording Fees	\$ 78.00
Certified mail	\$ 44.20
<b>TOTAL</b>	<b>\$3516.53</b>
Less Deposit received	\$1500.00
<b>BALANCE DUE</b>	<b>\$2016.53</b>

Please remit the balance due payable to First Centennial Title Company. A Rescission of the Notice of Default will be recorded upon receipt of your written instructions to cancel the foreclosure and payment of remainder of foreclosure fees. If you have any questions, please call.

Sincerely,

*Lucy McGuire*  
Lucy McGuire  
Foreclosure Officer

PLUS ATTORNEY FEES OVER \$600.00

lm

**Promissory Note Payable by Zandlen to Sadri**

Compound Period .....: Annual

Nominal Annual Rate ....: 7.000 %  
 Effective Annual Rate ...: 7.000 %  
 Periodic Rate .....: 7.0000 %  
 Daily Rate .....: 0.01918 %

**CASH FLOW DATA**

Event	Start Date	Amount	Number Period	End Date
1 Loan	07/31/2003	333,996.56	1	
2 Payment	10/15/2006	0.00	1	

**AMORTIZATION SCHEDULE - Normal Amortization**

Date	Payment	Interest	Principal	Balance
Loan 07/31/2003				333,996.56
2003 Totals	0.00	0.00	0.00	
1 10/15/2006	0.00	81,127.24	81,127.24-	415,123.80
2006 Totals	0.00	81,127.24	81,127.24-	
Grand Totals	0.00	81,127.24	81,127.24-	



15  
183

FILED

2006 DEC 18 P 4: 16

*Shirley S. ...*  
CLERK

RECEIVED  
DEC 19 2006

JOHN PETER LEE, LTD.

0001  
JOHN M. NETZORG, ESQ.  
Nevada Bar No. 1335  
2810 West Charleston Boulevard, #H-81  
Las Vegas, Nevada 89102  
(702) 878-3400  
Attorney for RAY KOROGHLI, individually  
FARIBORZ FRED SADRI, individually and as Trustee  
of the STAR LIVING TRUST

DISTRICT COURT  
CLARK COUNTY, NEVADA

GHOLAMREZA ZANDIAN JAZI,

Plaintiff,

vs.

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,

Defendants.

CASE NO. A 511131  
DEPT. NO. ~~XII~~ XI

MOTION TO VACATE  
ARBITRATION AWARD; or, in  
the alternative, MOTION TO  
MODIFY OR CORRECT

Date of hearing:  
Time of hearing:

DATE OF HEARING 1-23-07  
Opposition DUE 12-29-06  
Their REPLY DUE 1-16-07

1. Introduction

This case arises out of a dispute among real estate investors who purchased large tracts of land in Northern Nevada, totaling over 43,000 acres and \$16,000,000.00, title to most of which is held by Limited Liability Companies. Other investors and LLC members are involved in the two largest transactions and have rights in and to the LLCs and their real estate assets, but are not directly involved in this lawsuit. Briefly, Plaintiff Gholamreza Zandian Jazi ("Zandian") alleged that Defendants tried to unlawfully divest him of his interests, while Defendants Ray Koroghli

CC TO CLIENT:  
INITIALS VEZ1986

JOHN M. NETZORG  
2810 W. CHARLESTON BLVD., SUITE H-81  
LAS VEGAS, NE 89102  
(702) 878-3400

10/21

1 ("Ray") and Fariborz Fred Sadri ("Fred") alleged that Zandian had paid for his interests with  
2 bogus stock and has received \$600,000.00 in hidden commissions.

3 During the cross-examination of the first witness, Mr. Zandian, the parties agreed to let  
4 the arbitrator attempt to mediate the dispute. Acting as mediator, Mr. Hale met many times  
5 separately and many times jointly with the parties. The "Arbitration Decision" in this case that  
6 the Defendants move now to vacate arose from this mediation. There have been no findings of  
7 fact or conclusions of law. Only one witness was sworn, and even the cross-examination of this  
8 witness was only partially completed. On September 8, 2006, the parties met with the arbitrator,  
9 now acting as mediator, to place the broad outline of an agreement on the record. [Exhibit A] On  
10 September 21, 2006, the arbitrator served his "Arbitration Decision." [Exhibit B]

11  
12 This is not a case where a party objects to the arbitrator's interpretation or application of  
13 the law after a decision and award on the merits following a trial. This case was not arbitrated.  
14 It was mediated. After a tentative broad arrangement was placed on the record, the arbitrator  
15 entered an "Arbitration Decision" and followed it up with an "Implementation Award" as though  
16 the case had been fully tried, when, in fact, it had not been. The problem with this procedure is  
17 that it is misleading, especially where the parties did not reach an agreement on essential terms  
18 of a settlement. A further problem is that the settlement terms effectively dictated by the  
19 arbitrator are in manifest disregard of the recorded intent of the parties to transfer the Plaintiff's  
20 interests in the Big Springs Ranch and Wendover Project LLCs to the Defendants free and clear.  
21 The land involved cost over \$16,000,000.00. The Decision requires the Defendants to deliver  
22 millions of dollars in property in consideration for which they receive nothing. The procedures  
23 and terms imposed deliver clouded title subject to third parties' rights of first refusal and end up  
24 dissolving the LLCs altogether.  
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1 Although the parties agreed to let the arbitrator attempt to mediate the case, in hindsight it  
2 would appear to be the better practice to send the matter to an independent mediator so that the  
3 arbitrator could pick up where he left off if the mediation failed. The question for this court is  
4 whether it will put judicial approval upon the strange hybrid presented by this case where after  
5 mediating a case the arbitrator files an "arbitration decision" that dictates terms of a settlement  
6 that not only the parties did not agree on, but also deprives of the parties of any benefit  
7 whatsoever.

8  
9 Defendants move the court to vacate the "Arbitration Decision" of September 20, 2006,  
10 and the "Implementation Award" of November 29, 2006, on the statutory and common law  
11 grounds that they do not reflect the agreement of the parties, that the arbitrator exceeded his  
12 authority in filling in terms that had not been agreed to by the parties and leaving out terms that  
13 had been agreed to, and that the "Arbitration Decision" manifestly disregards the law and the  
14 intent of the parties. In the alternative, the Defendants ask the court to modify or correct the  
15 "Arbitration Decision" and the "Implementation Award" that followed it to a workable  
16 implementation of the parties' settlement intent, if this can be done without mediating the case  
17 by judicial decree.

18  
19 **2. The statutory and common law standards for vacating an arbitration award**

20 "In Nevada, both '[c]ommon law grounds and statutory grounds exist for the review of  
21 arbitration decisions.'" *Clark County Sch. Dist. v. Rolling Plains*, 117 Nev. 101, 103, 16P.3d  
22 1079 (2001) (quoting *Graber v. Comstock Bank*, 111 Nev. 1421, 1426, 905 P.2d 1112, 1115  
23 (1995)). Pursuant to NRS 38.241 (formerly 38.145), an arbitration decision can be reviewed and  
24 vacated "for a variety of reasons, including instances in which the arbitrator has exceeded his  
25 power or shown a propensity for misconduct." *Id.*  
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1 Under the common law, an award may be reviewed and vacated for "manifest disregard  
2 of the law," defined as "error that is 'obvious and capable of being readily and instantly  
3 perceived by the average person qualified to serve as an arbitrator,'" or "a decision that is  
4 'arbitrary, capricious, or unsupported by the agreement.'" *Id.* at 104, 16 P.3d at 1081. The district  
5 court has the authority and obligation to review the arbitrator's award and the transcripts and  
6 exhibits before confirming the award. *Graber v. Comstock Bank*, 111 Nev. 1421, 1428, 905 P.2d  
7 1112 (1995). Application by the district court of the manifest disregard standard is reviewed de  
8 novo. *Rolling Plains*, 111 Nev. at 104, 16 P.3d at 1081 .

9  
10 Here, before completion of the cross-examination of the first witness, the arbitrator  
11 switched hats and attempted to mediate the case. Ultimately, the arbitrator transformed what the  
12 arbitrator perceived to be an agreement of the parties into an arbitration decision. The transcript  
13 shows that his "decision" manifestly disregards the agreement of the parties, assuming that there  
14 was one, in multiple and critical respects, and is in excess of the arbitrator's authority.

### 15 3. The broad agreement sketched in the record

16 On September 8, 2006, the parties placed a broad preliminary outline of a proposed  
17 settlement on the record: (1) the Defendants would transfer to Zandian Gholamreza Jazi "the  
18 entire interest in the Pah Rah, LLC and property, free and clear of all indebtedness" [Exh., A, p.  
19 5, lines 5 to 25]; (2) the 320 acres will be transferred free and clear to Mr. Zandian [Exh. A., p. 6,  
20 lines 2-7]; (3) the Defendants will pay Zandian \$250,000 within 30 days [Exh. A. p. 6, lines 8-  
21 11] in return for Zandian's waiver of any claim to Big Springs Ranch, LLC; (4) Zandian waives  
22 any claim to Big Springs Ranch, LLC [Exh. A. p. 6, lines 8-11]; (5) Zandian gives up any claim  
23 to the Wendover Project, LLC [Exh. A. p. 6, lines 13-14]; (6) the Defendants waive any claim to  
24 consulting fees paid to Zandian by the seller [Exh. A., p. 6, lines 16-21]; and (7) the defamation  
25 claims are waived and dismissed. [Exh. A, p. 10, lines 3-6]  
26  
27  
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1 The parties and the arbitrator then discussed, again in general terms, preparation of the  
2 necessary documents. There were still numerous items to be worked out. Mr. Netzorg, for  
3 example, stated that his clients would need a mutual release [Exh. A, p. 7, lines 9-10] and

4 a warranty from the parties that the properties and interest being transferred  
5 haven't been previously transferred, that the parties, in fact, do currently hold  
6 those interests, and they are capable of transferring the interests that are subject to  
7 this order free and clear of claims by any third parties.

8 [Exh. A, p. 7, line 13 to p. 11, line 19]

9 The arbitrator then stated:

10 I'll allow the two of you to work out that language. Obviously if you signed for  
11 an LLC, you are representing and warranting that you have that authority, but you  
12 can work that into the settlement language and see if we have an agreement.

13 [Exh. A, p. 7, lines 20-24]

14 Mr. Netzorg then stated that his clients wanted the spouses to execute the documents to  
15 take care of any community interest questions [Exh. A, p. 7, line 25 to p. 8, line 3], to which the  
16 following ensued:

17 Arbitrator Hale: We may want spouses to sign –

18 Mr. Lee We can work out the form of the details, I'm not concerned about  
19 that, if necessary we can get preliminary title reports. That is what I plan on  
20 doing.

21 [Exh. A, p. 8, lines 4 to 9]

22 Because conveyance of LLC membership is not of record, Mr. Netzorg stated that they  
23 should have "warranties in satisfaction that there hasn't been a pledge of these interests  
24 previously." [Exh. A, p. 8, lines 10-15] Arbitrator Hale responded: "That is fine, that can be in  
25 the settlement agreement." [Exh. A, p. 8, lines 16-17] The arbitrator then added: "Any issue  
26 regarding the sufficiency or the necessity of settlement agreements or documentation for transfer  
27 of property, I'm retaining my authority as the arbitrator to resolve that issue." [Exh. A, p. 8,  
28 lines 18-21]

The arbitrator advised that he considered it an honor that the parties asked him "to help  
attempt to mediate this as opposed to arbitrate it." [Exh. A, p. 11, lines 7-9]

1 Arbitrator Hale later stated: "I will resolve any disputes on the written agreements if it is  
2 necessary, I doubt it with these two attorneys, but with that, I think we can all take the rest of the  
3 Friday afternoon off." [Exh. A, p. 12, lines 10-13] In closing, Mr. Hale stated that he would  
4 "file an arbitration decision, indicating that I heard evidence, that we heard testimony, that I  
5 reviewed documents, that I interviewed the parties, that my arbitration decision is attached hereto  
6 as Exhibit A." [Exh. A, p. 12, line 21 to p. 13, line 1]

#### 7 **4. The "Arbitration Decision"**

8 The Arbitration Decision, dated September 20, 2006 [Exh. B], should be vacated because  
9 it (1) recites that it was the result of a trial on the merits, when, in fact, it was based on a  
10 purported agreement between the parties, (2) purports to be an arbitration decision, when, in fact,  
11 it is only a mediator's memorandum of a purported agreement between the parties, (3) was  
12 issued contrary to representations and assurances on the record that the parties still had essential  
13 issues to work out between themselves, and (4) does not fairly reflect the purported agreement of  
14 the parties, such as it was.  
15

16 The introductory paragraph of the Arbitration Decision states:  
17

18 Arbitration Hearings in this matter were conducted for two full days. The parties  
19 submitted voluminous exhibits, depositions and briefs to the Arbitrator. Having  
20 reviewed the documentation submitted and having heard the testimony and  
21 representations of the parties, the following Arbitration Decision is submitted:

22 Hearings were, in fact, conducted for two full days and the parties did, in fact, submit  
23 voluminous exhibits, depositions and briefs. Whether the arbitrator reviewed it all is unknown,  
24 but the arbitrator definitely did not hear the testimony and representations of the parties. He  
25 heard the direct examination and a part of the cross-examination of the Plaintiff, and no more.  
26 This Decision purports that the case was tried and heard to its conclusion. It was not. This  
27 Decision purports to have been based on "the testimony and representations of the parties." It  
28 was not.

1 On September 8, 2006, after the parties placed their arrangement on the record, the  
2 arbitrator stated that he would be glad to be of further assistance and "will resolve any disputes  
3 on the written agreements if it is necessary....I think we can all take the rest of our Friday  
4 afternoon off." [Exh. A, p. 12, lines 9-13] After the parties thanked him, Mr. Hale concluded  
5 the proceedings: "Thank you. We are done." [Exh. A, p. 12, line 18] After conclusion of the  
6 proceedings, the court reporter then caught the following discourse between the arbitrator and  
7 Plaintiff's attorney:

8 Mr. Lee: There is going to be an order of some kind to get filed, I would think?

9 Arbitrator Hale: I thought what I would do is take the transcript and file an  
10 arbitration decision, indicating that I heard evidence, that we heard testimony, that  
11 I reviewed documents, that I interviewed the parties, that my arbitration decision  
is attached hereto as Exhibit A.

12 Mr. Lee: Okay.

13 Arbitrator Hale: In case there is any question. Is that all right?

14 Mr. Lee: Very Good.

15 Unfortunately, the arbitration decision was filed prior to the critical moment of working  
16 out the language for free and clear transfer of Zandian's LLC interests. ["I'll allow the two of  
17 you to work out that language. Obviously if you signed for an LLC, you are representing and  
18 warranting that you have that authority, but you can work that into the settlement language and  
19 see if we have an agreement." (Exh. A, p. 7, lines 20-24)]

20 This is especially unfortunate because the "Arbitration Decision" and "Implementation  
21 Award" that followed it will not result in free and clear transfer of Zandian's interests in the  
22 LLCs. They will result, instead, in the dissolution of the LLCs, in the right of other investors to  
23 exercise a right of first refusal, in possible claims by a bankruptcy court in France in control of  
24 Zandian's assets, and in possible claims by Zandian's wife, or by Zandian himself, because the  
25 Decision and Implementation Award do not require the wife's signature or written consent.  
26

27 These problems will be discussed in detail in sections 6 and 7 below. The point at this  
28 stage is that the documents entitled "Arbitration Decision" and "Implementation Award" are

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invalid because they do not, in fact, constitute an arbitration decision, because they do not, as they purport, decide the case on the merits after “having heard the testimony and representations of the parties,” and because they were entered prematurely without allowing, as the record states, the parties to work out the details “and see if we have an agreement” as well as the language necessary to implement free and clear transfers.

It is one thing for the parties to place a settlement agreement on the record. It is another thing altogether for the judge or arbitrator to then issue a decision or judgment contrary to the agreement or that fills in essential terms in highly complex arrangements involving multiple LLCs, numerous investors, millions of dollars, and tens of thousands of acres of real property, that were, on the record, to be left to the parties to work out.

The procedure that was implemented here has one other critical flaw. After the arbitrator met separately with the parties, sometimes with, sometimes without, their attorneys, there could be no turning back. Although this was all done with the consent of the parties and their counsel, this arbitrator – now mediator – could no longer arbitrate the case should the mediation fail. Whatever the good intentions, this placed the parties in the unfortunate and inappropriate position of either reaching an agreement or starting all over again with another arbitrator.

The “Arbitration Decision” of September 20, 2006, should be vacated.

##### **5. The Implementation Award**

The Defendants filed a motion to amend the award of arbitration decision because, among other things, it did not require, as agreed, that Zandian’s wife sign the transfer documents, because it did not require assurances that Zandian’s interests would not be subject to his ongoing bankruptcy proceedings in France, and because it does not require Zandian to designate the Defendants as his LLC beneficiaries, to avoid other members’ right of first refusal under the

1 LLC formation documents. [Exhibit C] With no opposition or hearing, this motion was denied  
2 sua sponte the same day, October 11, 2006, in a short order, also entitled "Arbitration Decision,"  
3 that reminded the parties, per paragraph 6 of the Arbitration Decision, that they were still to

4 Prepare all necessary documents to effect the transfers of the real estate assets and  
5 LLC entities and the parties to this lawsuit and Arbitration will execute all  
6 necessary documents to effect this Arbitration Order, including a mutual Release  
7 to be executed by all parties.

8 [Exhibit D, p. 2]

9 Two weeks later, on October 24, 2006, the Plaintiff filed a "Motion to Implement  
10 Arbitration Award," asking the arbitrator to exercise its "jurisdiction to enforce the Award and  
11 Decision." [Exhibit E] On October 31, 2006, the Defendants filed their Opposition and attached  
12 two versions of a "Sale and Assignment of Interest Agreement," one for Wendover Project, LLC,  
13 and the other for Big Springs Ranch, LLC, that would effect a transfer of Zandian's LLC  
14 interests free and clear of rights of first refusal. [Exhibit F]

15 On November 2, 2006, the Plaintiff filed a Reply, attaching the Plaintiffs' preferred  
16 documents of transfer, whereby Zandian would assign his interests in Wendover Project, LLC  
17 and Nevada land and Water Resources, LLC [Exhibit G], which would not grant clear title, since  
18 the operating agreements grant other members the right of first refusal.

19 While the parties were awaiting decision or a call to further discuss the matter, the  
20 Plaintiff delivered, on October 28, 2006, to the Arbitrator a proposed "Implementation Award"  
21 that would require the Defendants to execute the transfers exactly as submitted by the Plaintiff.  
22 [Exhibit H] The Defendants immediately moved to strike this submittal [Exhibit I], but on the  
23 very next day, October 29, 2006, the Arbitrator signed and entered the proposed Implementation  
24 Award exactly as written by the Plaintiff on the Plaintiff's paper. [Exhibit J]  
25  
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1 These are the same documents that the Plaintiff had earlier submitted to the Defendants  
2 as a take-it-or-leave-it ultimatum. On October 18, 2006, Plaintiff's counsel wrote to counsel for  
3 the Defendants:

4 Please review the enclosed copies of documents designed to effectuate the  
5 implementation of the Award of the Honorable Floyd Hale. We expect that we will obtain your  
6 approval by Friday, October 20, 2006 at 5:00 p.m.

7 If we do not receive your confirmation, we will ask Arbitrator Hale to implant the Award  
8 and assist us in obtaining the transfers required to accomplish the intent of his Award.  
9 [Exhibit K]

10 This ultimatum was hardly in the good faith spirit of "working out settlement language to  
11 see if we have an agreement." Plaintiff's counsel had sent a copy of these documents on  
12 September 11, whereupon negotiations over disputed terms ensued. On October 20, 2006, the  
13 Defendants submitted to the Plaintiff proposed Sale and Assignment of Interest Agreements, a  
14 Mutual Release Agreement, and a list of deficiencies. [Exhibit L]

15 Since there has been no agreement on the settlement language, the "Arbitration Decision"  
16 and "Implementation Award" were improvidently filed. The Arbitration Decision and the  
17 Implementation Award are in excess of the arbitrator's authority and in manifest disregard of the  
18 agreement of the parties and should be vacated.

19 **6. The Plaintiff's proposed settlement papers would result in a one-sided transfer whereby  
20 the Plaintiff would receive free and clear title, but the Defendants could end up with little  
21 or nothing.**

22 Although it is clear so far that there has been no meeting of the minds and no settlement  
23 agreement, and that the "Arbitration Decision" and the "Implementation Award" should not have  
24 been issued, the Defendants take this opportunity to demonstrate at least one reason why the  
25 decision and award, based as they are on the Plaintiff's proposed transfer documents, do not  
26 accord with the broad outline recited in the transcript and would result in a grave injustice.

27 Mr. Zandian may not transfer his interests to the Defendants unless he has first  
28 designated them as beneficiaries prior to his resignation or removal as Managing Member.

1 Paragraph 7.1(a) of Big Springs Ranch, LLC's Operating Agreement dated October 1,  
2 2003 [Exh. C1] contains the following restrictions on transfers:

3 Upon the Managing Members' consent, each member shall have an equal right of  
4 first refusal to purchase the transferring member's interest in proportion to the  
5 purchasing member's then percentage interest ownership in the company subject  
6 to Paragraph 7.5.

7 Paragraph 7.5 provides:

8 Right of First Refusal. In addition to the other limitations and restrictions set  
9 forth herein, no member may sell all or any portion of his interest unless such  
10 member (the "Selling Member") has first (i) given written notice to the other  
11 members and the company of his intention to sell all or a portion of such interest  
12 (that which is intended to be sold is hereinafter called the "Subject Interest") and  
13 (ii) offer to sell the Subject Interest to the other members at a price no greater, and  
14 on terms and conditions no less favorable to the purchaser, than specified in a  
15 bona fide written offer received by the Selling Member from a third party.

16 Paragraph 7.1(b) provides, in pertinent part:

17 Beneficiaries of the Managing Members will be herein named, an equal percent to  
18 that of Managing Member of the Company will automatically be transferred to  
19 beneficiaries of said Managing Member.

20 The language is identical for Wendover Project, LLC. [Exh. C2]

21 The Plaintiff's Assignments, adopted by the Arbitrator, transfer nothing to the  
22 Defendants and deny them the benefit of the settlement.

23 Pursuant to the broad outline recited in the transcript, the parties were required to be  
24 "capable of transferring the interests that are subject to this Order free and clear of claims by any  
25 third parties." [Exh. A, p. 6, lines 13-19] A right of first refusal is such a claim. The proposed  
26 transfer would be completely illusory since it is, as drafted, subject to the express rights of first  
27 refusal provisions contained within the Operating Agreement.

28 The first item in Plaintiff's ultimatum, adopted verbatim by the "Implementation Award,"  
is payment to Plaintiff's counsel within 5 days prior to any other conveyance. This is not a



1 minor detail. Under the Implementation Award, the Defendants would be required to pay out  
2 \$250,000 without assurance that the rest of the process would take place.

3 The best – and only – way to handle such complex transactions would be to place the  
4 money, the deeds, assignments and beneficiary designations into an escrow account. An escrow  
5 transaction would also require certain federally mandated disclosures for IRS purposes [Exhibit  
6 M,] pursuant to 26 U.S.C. § 1445, which the Defendants believe should not be allowed to be  
7 avoided by the Plaintiff's ultimatum.

8 **7. The Decision and Award fail to address other essential terms of the settlement.**  
9

10 The Arbitration Decision and Implementation Award also wholly fail to address essential  
11 elements of the Defendants' settlement position. The Defendants were adamant that the wives  
12 sign the documents because the Plaintiff had a history of disavowing a settlement because his  
13 wife didn't sign. No mention of the requirement that the spouses sign is in any of the transfer  
14 documents. [Exh. A, p. 7, line 25 to p. 8, lines 3-9] The seriousness of the matter is  
15 demonstrated by the Shipyard settlement, a matter which comprised a substantial portion of the  
16 arbitration before the mediation began. One year after Mr. Zandian settled with K. Damen, his  
17 partner in the Dutch shipyards, and received \$2.1 million Dutch guilders, Zandian rescinded the  
18 settlement because his wife had not signed the document. On April 1, 1998, Mr. Zandian's Dutch  
19 counsel announced to Shipyard K. Damen that Mr. Zandian was rescinding their previous year's  
20 settlement agreement because:  
21

22 Mr. Zandian considers the Settlement Agreement of 2 April 1997 null and void  
23 because his (former) wife did not sign the agreement.

24 The wife's signature is therefore a material aspect of this settlement. The Plaintiff fired  
25 the first shot on September 13, 2006, only five days after the last appearance before the  
26 Arbitrator, when he backed out of this part of the arrangement. [Exhibit N]  
27  
28

1 The settlement agreement requires Mr. Zandian to deliver clear title to his interests in  
2 Wendover Project, LLC and Big Springs Ranch, LLC. Zandian testified during the arbitration  
3 that his bankruptcy proceedings are still being actively litigated in France and that his claims to  
4 stock ownership in the Shipyard K. Damen, the very consideration he tendered for his  
5 participation in the transactions at issue in this case, are the subject of the ongoing French  
6 bankruptcy litigation. Since Zandian purports to have given \$3,000,000.00 in stock from this  
7 bankruptcy court asset to Pico Holdings, in exchange for an interest in Wendover Project, LLC,  
8 he will need to provide an order from the French Bankruptcy Court demonstrating he in fact  
9 owned the stock and that the French Bankruptcy Court has no claim or interest in the Wendover  
10 Project, LLC interests which he is transferring. The requirement would be the same if he were in  
11 bankruptcy in Nevada and was seeking to exchange an asset subject to a Bankruptcy Court  
12 proceeding without Bankruptcy Court approval.

13  
14 The Plaintiff's quitclaim deeds adopted by the Implementation Award are presented with  
15 no legal descriptions. Internet printouts from the Washoe County assessor's office are no  
16 substitute. It's hard to tell from these documents what the Defendants would be quitclaiming.  
17  
18 The documents are blank deeds that Plaintiff would receive outside of escrow with no  
19 requirement that anything be delivered to the Defendants.

20 Last, but not least, there is no mention in either the Arbitration Decision or the  
21 Implementation Award that the defamation claims are dismissed.

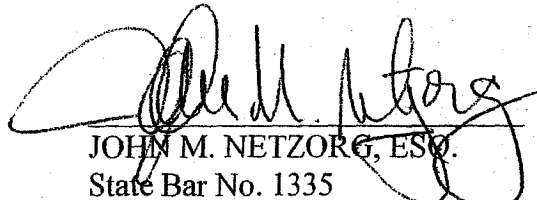
22  
23 **8. Conclusion**

24 This court can do one of four things with this dispute. First, it could reject and vacate the  
25 Arbitration Decision and Implementation Award on the ground that they were not the result of  
26 arbitration on the merits as they purport to be. Second, it could reject and vacate the decision  
27 and award on the ground that the parties did not reach essential terms of a settlement. Third, it  
28

1 could reject and vacate the decision and award on the ground that they do not properly  
2 incorporate essential terms of the proposed settlement agreement. Finally, it could attempt to  
3 reform the decision and award to properly reflect essential settlement terms based on the outline  
4 in the record and the terms and exigencies of the LLC Operating Agreements.

5 Because the fourth alternative would place the court itself in the position of a mediator,  
6 the "Arbitration Decision" and "Implementation Award" should be vacated.

7 Dated this 18th day of December 2006.

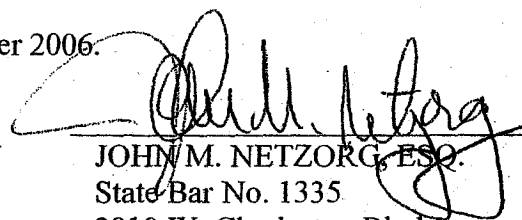
8  
9  
10   
11 JOHN M. NETZORG, ESQ.  
12 State Bar No. 1335  
13 2810 W. Charleston Boulevard, #81  
14 Las Vegas, Nevada 89102  
15 Attorney for Defendants

16 **NOTICE OF MOTION**

17 TO: PLAINTIFF  
18 and  
19 TO: John Peter Lee, Esq., his counsel of record

20 PLEASE TAKE NOTICE that the Defendants will bring the above and foregoing  
21 Motion to Vacate Arbitration Award, or, in the Alternative, Motion to Modify or Correct on for  
22 hearing on the 23 day of JANUARY, 2007 at the hour of Chambers a.m. in Department  
23 XI  
24 XIII of the above entitled Court, or as soon thereafter as counsel may be heard.

25 Dated this 18th day of December 2006.

26   
27 JOHN M. NETZORG, ESQ.  
28 State Bar No. 1335  
2810 W. Charleston Blvd.  
Suite 81  
Las Vegas, Nevada 89102  
Attorney for Defendants

**JOHN PETER LEE, LTD.**

---

ATTORNEYS AT LAW  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
Telephone (702) 382-4044  
Fax (702) 383-9950  
E-Mail: info@johnpeterlee.com

MOTION TO  
VACATE

Esq.

**DATE:** December 19,

**FROM:** John Peter Lee

If there is a problem with this transmission, please call us at (702) 382-4044

---

**To:** Reza Zandian  
**Fax No.** 858-625-2460  
**Pages:** 14  
**Our File No.** Zandian, 1334.022860  
**Hard Copy to Follow:** no

---

**Message:** Enclosed find copy of Motion to Vacate Arbitration Award or in the alternative Motion to Modify or Correct.

---

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TEL NUMBER : 7022564592  
NAME : JOHN PETER LEE

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TO : 18586252460  
DOCUMENT PAGES : 015  
START TIME : DEC-19 13:08  
END TIME : DEC-19 13:10  
SENT PAGES : 015  
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\*\*\* SUCCESSFUL TX NOTICE \*\*\*

JOHN PETER LEE, LTD.

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John Peter Lee, Esq.  
Paul C. Ray, Esq.  
Holly A. Fic, Esq.  
Trevor J. Hatfield, Esq.  
Michael A. Reynolds, Esq.

FACSIMILE TRANSMISSION

DATE: December 19, 2006  
FROM: John Peter Lee, Esq.

If there is a problem with this transmission, please call Judy Reilly at (702) 382-4044

To: Reza Zandian  
Fax No. 858-625-2460  
Pages: 14  
Our File No. Zandian, 1334.022860  
Hard Copy to Follow: no

Message: Enclosed find copy of Motion to Vacate Arbitration Award or in the alternative Motion to Modify or Correct.

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COPY

DISTRICT COURT  
CLARK COUNTY, NEVADA

\* \* \* \* \*

JAN 16 10 39 AM '07

GHOLAMREZA Z. JAZI, et al. .  
Plaintiffs .  
vs. .  
RAY KOROGHLI, et al. .  
Defendants .  
.....

**FILED**  
CASE NO. A-511131  
*Chay SR*

DEPT. NO. XI  
CLERK OF THE COURT

Transcript of  
Proceedings

BEFORE THE HONORABLE ELIZABETH GONZALEZ, DISTRICT JUDGE

HEARING ON MOTIONS

THURSDAY, JANUARY 11, 2007

**RECEIVED**  
JAN 16 2007  
JOHN PETER LEE, LTD.

APPEARANCES:

FOR THE PLAINTIFFS:

HOLLY FIC, ESQ.  
MICHAEL A. REYNOLDS, ESQ.

FOR THE DEFENDANTS:

JOHN M. NETZORG, ESQ.

COURT RECORDER:

JILL HAWKINS  
District Court

TRANSCRIPTION BY:

FLORENCE HOYT  
Las Vegas, Nevada 89146  
(702) 221-0246

Proceedings recorded by audio-visual recording, transcript produced by transcription service.

CC TO CLIENT: *AL*  
INITIALS: *1/12/07* WFZ2003

1 LAS VEGAS, NEVADA, THURSDAY, JANUARY 11, 2007, 10:23 A.M.

2 (Court was called to order)

3 THE COURT: Okay. A-511131, Jazi versus Koroghli.

4 (Pause in the proceedings)

5 MS. FIC: Holly Fic, Your Honor, for the plaintiff.

6 Bar Number 7699.

7 MR. REYNOLDS: And Mike Reynolds, also.

8 MR. NETZORG: Good morning, Your Honor. John

9 Netzorg on behalf of the defendants.

10 (Off-record colloquy - Court and Clerk)

11 THE COURT: Okay. Which motion do you want to do  
12 first, the motion to vacate, or the motion to confirm the  
13 arbitration award?

14 MS. FIC: Since our motion is first, Your Honor, I'd  
15 like to argue first. And I promise I won't be that long. I  
16 have an 11:00 o'clock, actually a settlement conference, to go  
17 to.

18 THE COURT: You saw that the gentleman who was here  
19 earlier kept saying he was going to be brief, and even though  
20 he's not a lawyer, he talked for a really, really long time.

21 MS. FIC: I promise you I won't be --

22 (Off-record colloquy)

23 MS. FIC: Your Honor, hopefully, I mean, I consider  
24 -- you know, we have our motion to confirm an entry of  
25 judgment. We've got a simple premise here. We've got an



1 11/28, 2005, stipulation to arbitration. Not for mediation,  
2 it's for arbitration. The defendants fully agreed to submit  
3 to arbitration and that the arbitration shall be binding with  
4 no right of appeal. It's Exhibit 2. And it shows that the  
5 defendants actually, you know, participated in the language,  
6 because they hand-wrote certain notes that they did or did not  
7 agree to and initialled any changes. But they left the  
8 provision that the arbitration shall be binding with no right  
9 of appeal as unmarked, and therefore it stands. And it is our  
10 stipulation for arbitration.

11 We also had an arbitration scheduling order. The  
12 parties agreed -- specifically, defendants agreed to Mr. Hale  
13 to arbitrate the matter, who, after having heard two full days  
14 of testimony, having reviewed all the exhibits, the  
15 depositions that were submitted, and arguments of counsel on  
16 9/8/06, set forth the parties' stipulation on the record. And  
17 he even stated that -- Mr. Hale stated that he would file an  
18 arbitration decision, to which none of the parties objected.  
19 He fully asked the parties if they would want to participate  
20 in any changes. He asked on two occasions. He invited the  
21 parties to add any additional terms, and they were set on the  
22 record. The court reporter recorded the terms of the  
23 agreement as if it was a stipulated judgment. The arbitrator  
24 recorded these and memorialized the terms, and he even said,  
25 this will completely resolve all claims of the LLCs and the

1 individuals that are involved in this litigation.

2           And consistent with the arbitrator's record of the  
3 September 8th, 2006, resolution, Arbitrator Floyd Hale issued  
4 the arbitration decision. So not only did the parties have  
5 the terms recorded by a court reporter, but this was  
6 formalized by a decision by the arbitrator called an  
7 "Arbitration Decision."

8           So there's case law out there, Your Honor, that when  
9 there's just even the attorneys doing -- who have  
10 authorization to settle and they put it down in writing with  
11 the court reporter, that's almost like EDCR 7.50, which  
12 provides that stipulations should be in writing or entered in  
13 the court minutes.

14           Here we had an arbitration which had gone on for  
15 some time. It wasn't just a one-shot deal. Parties had given  
16 opening testimony -- I mean opening statements, and testimony  
17 was taken and everything like that. So here we have it.  
18 We've got an agreement on the record with counsel present,  
19 with the parties present, and a neutral third-party  
20 arbitrator. The terms were recorded by a court reporter, like  
21 EDCR 7.50, and then it was actually reduced to a writing in  
22 the arbitration decision.

23           And so -- and, you know, and counsel were free to  
24 add anything they want. And then we get it down to where  
25 we're going to have it down -- put it down to writing, have

1 the parties sign these agreements, and they back out. We  
2 prepared everything for them to sign it. And also, too, the  
3 parties had gone back and forth with Arbitrator Hale, asking  
4 to reopen these issues, asking -- and they were denied. And  
5 we did a motion to implement the award, and that was granted  
6 by the arbitrator.

7           So what we're seeking, Your Honor, today is to  
8 confirm and enter this arbitration award and confirm the  
9 decision of the arbitrator, because we don't want to keep  
10 going back and forth. The terms were set forth, the parties  
11 agreed to them, the parties were present, counsel was present,  
12 and we had an arbitrator there. So we would submit that, Your  
13 Honor, please confirm the arbitration decision and enter the  
14 judgment so that the parties will sign the release agreements.

15           THE COURT: Mr. Netzorg.

16           MR. NETZORG: Thank you, Your Honor.

17           As we've argued in the briefs rather extensively,  
18 this started out as an --

19           THE COURT: Very extensively. My son thought I had  
20 more homework than he did last night.

21           MR. NETZORG: I know. And I appreciate it. I know  
22 it's rather voluminous. It's very important, obviously, to  
23 the client.

24           THE COURT: Okay. I understand. It's important to  
25 everybody.

1 MR. NETZORG: And this started out as an  
2 arbitration, and that is correct. And then there were a  
3 couple items that weren't accurate. There were opening  
4 arguments by counsel. The plaintiff gave his direct  
5 examination, and then he was cross-examined on about one third  
6 of the materials, at which point a mediation started. Counsel  
7 argues that as a result of these proceedings that the parties  
8 understand it was put on the record. And, Your Honor, this is  
9 the only place where you see the defendants' participation.

10 But first and foremost, Your Honor, Arbitrator Hale  
11 mentions that he was proud that the parties asked him to  
12 mediate instead of arbitrate. He references that the terms  
13 and conditions will be in the settlement agreement. We'll go  
14 into these in more specifics in a second.

15 But, Your Honor, what has happened is there was a  
16 settlement of this case, and the plaintiffs haven't performed  
17 material terms and conditions, material terms and conditions  
18 that appear in the recorded arbitration statement. And I'd  
19 ask the Court -- it's just a few pages, and we might go  
20 through that and review it, because it is critically  
21 important. This is where the parties' understandings are  
22 discussed. It's Exhibit A to our motion to vacate, which  
23 makes it the easiest to locate, because it's Exhibit A. But  
24 it's attached on numerous occasions. I'm sure the Court's had  
25 a chance to review it. The pagination --

1 THE COURT: What page?

2 MR. NETZORG: Our motion to vacate, Exhibit A.

3 THE COURT: But what page on that?

4 MR. NETZORG: I would ask the Court to turn to  
5 page 4 at the bottom. And my cross-references will be to the  
6 pagination at the bottom of the exhibit, rather -- because for  
7 some reason --

8 THE COURT: This is a rough transcript, so its page  
9 numbers differ from that which is attached to the other  
10 side's, plaintiffs' transcript.

11 MR. NETZORG: Oh. Very good. Very good.

12 THE COURT: I noticed that when I looked at them  
13 last night.

14 MR. NETZORG: Well, thank you, Your Honor. Because  
15 I -- it was most confusing to counsel, as well.

16 But as we review it, after -- and understand this  
17 arbitration lasted for weeks, but that was because we went  
18 over our allotted time and Arbitrator Hale had Fridays  
19 available. So the fact it went on for weeks was not  
20 indicative that the actual -- we were hearing testimony day  
21 in, day out.

22 But Mr. Hale went on the record, and he announces  
23 the case at page 4 and at page 5, and he says -- he says,  
24 "Having heard two full days of testimony and the arguments of  
25 counsel, it appears that the resolution of this case will be

1 as follows. And counsel are free to correct me."

2 And the intention was, Your Honor, that because this  
3 was a settlement and we were putting it on the record, that  
4 the people's intentions -- the parties intentions be added.  
5 This wasn't a decision on the merits. It was exactly what it  
6 was, a settlement, as if I were to come in here and say, Your  
7 Honor, we've settled today, we want to put the terms and  
8 conditions on the record.

9 What were those terms and conditions? Very first  
10 thing -- page 5, Your Honor, of Exhibit A. Very first thing,  
11 to make sure that there was no confusion. "This is pursuant  
12 to a stipulation, obviously, so we want to make sure there is  
13 a universal and complete resolution of all issues." That was  
14 a material consideration.

15 THE COURT: That's you talking, as opposed to Mr.  
16 Hale?

17 MR. NETZORG: That's me, talking, yes. That's the  
18 very first thing after -- after -- just to make sure that that  
19 was on the record, that there wasn't any confusion later and  
20 that someone would try and deny us the benefits of why it was  
21 that we were going to be tendering over \$5 million in  
22 consideration. So this wasn't a situation where we had a car  
23 accident and we were worried about the fender. This was a  
24 real estate case that involves over 40,000 acres of land over  
25 7 square miles of property located in four separate sections

1 that had been acquired at a price in excess of 16 million.

2 And did we not ask to have this recorded?

3 THE COURT: It's always recorded in here.

4 MR. NETZORG: Ah. Very wonderful.

5 THE COURT: Now you're going to get a bill for it.

6 MR. NETZORG: Thank you very much. I appreciate  
7 that. Please send me your bill. I'm too old to be forgetting  
8 that one. But thank the Court to deferring to business  
9 litigants who --

10 Okay. So the defendants were looking for a  
11 universal settlement. And the Supreme Court has held on  
12 innumerable occasions that obviously a settlement and  
13 resolution is a material consideration.

14 Mr. Hale then went on and discussed some portions of  
15 it. He talks about Mr. Zandian [phonetic] at page 6, and he's  
16 going to get the Pahrah [phonetic] property, and the Pahrah is  
17 I believe 4400 -- 4600 acres, and I may be wrong, and he's to  
18 receive it free and clear. Well, that was very important,  
19 that he receive it free and clear, just as it was important to  
20 the defendants that they receive his consideration free and  
21 clear. So the Pahrah land -- this is in Fernley, Nevada, and  
22 it is 4600 acres, but I may be mistaken, it's over a thousand.  
23 At which point on page 7 at line 11 I mention that there's --  
24 there's some engineering that hasn't been done.

25 And then Mr. Lee states -- and this is I take

1 umbrage with the position that's been argued that we didn't  
2 present the arguments or didn't complain at the time. It  
3 says, "John, please do me a favor --" "John" referring to me  
4 at page 7 and line 13 at the top "-- let the gentleman finish.  
5 Let him finish, and we will put our comments --" So he's  
6 asking that we put the comments, I understood it, at the end.

7           So Mr. Hales starts all over and he talks about the  
8 Pahrah property at page 7, line 20, is to be free and clear to  
9 Mr. Zandian.

10           And then on page 8 he talks about 320 acres, also  
11 located in Washoe County, and that's to be free and clear to  
12 Mr. Zandian, because it was very important that it be free and  
13 clear. "Mr. Sadri and Mr. Koroghli will within 30 days from  
14 today pay Mr. Zandian \$250,000." There was nothing about  
15 paying Mr. Lee \$250,000. That's what the parties had  
16 negotiated. They were to pay Mr. Zandian \$250,000. There is  
17 a change subsequently, but that money was money that wasn't  
18 fees awarded to Mr. Lee. That was part of the consideration  
19 we're talking. And this has serious importance to the  
20 defendants because there are tax consequences of this  
21 transaction, there are innumerable other parties involved,  
22 there are other people that hold ownership interests, and  
23 we're -- we address these at a later -- very shortly,  
24 actually.

25           Then at page 9 Mr. Hale goes on and talks about, at



1 line 16, all the LLCs and properties that are subject to this  
2 arbitration herein, including the Pahrah properties and the  
3 Wendover project, waive any claim to reimbursement for  
4 consulting fees.

5 And then he states, "The parties will through  
6 counsel prepare any necessary documents to effect the  
7 transfers of the LLCs and the underlying real estate." This  
8 is page 9, lines 21 through 23. So it's understood that  
9 there's going to be a preparation of further documents.

10 But going on at page 9 on the rough draft, our  
11 Exhibit A, line 24, "And the parties and representatives of  
12 these LLCs will execute all necessary documents to effect this  
13 settlement and arbitration order." This settlement. This is  
14 a settlement and the meeting of the minds. The defendants had  
15 an understanding of what they were to get, and it's expressed  
16 in this document.

17 Now, "Mr. Lee: We would like to have the check  
18 payable to my office for \$250,000." He wants the check made  
19 payable to his office. This is Mr. Zandian's \$250,000. He  
20 wants it payable to his office. There's nothing about he's  
21 supposed to get paid five days in advance, there's nothing  
22 about that the defendants are under a unilateral obligation to  
23 perform.

24 Then, "Mr. Hale: The settlement check will be  
25 payable to John Peter Lee." This is a settlement. This is

1 what we understood. That's what everyone talked about,  
2 settlement agreements and settlement.

3 Then finally, "Anything else?" Now, Mr. Lee had  
4 requested that we put our items -- or withhold them to the  
5 end, so at page 10, line 9, "We would like a mutual release  
6 executed by and between the parties." And Mr. Hale agrees to  
7 that.

8 Then below that we talk about -- page 10, line 13 --  
9 "We need a warranty from the parties that the properties and  
10 interests being transferred haven't been previously  
11 transferred --" this is typical; you're not going to take some  
12 interest not of record with no warranty "-- that the parties  
13 in fact do currently hold these interests --" we want to know  
14 that there hasn't been a conveyance, typical, it would be  
15 boilerplate warranties "-- and that they are capable of  
16 transferring the interests that are subject to this order free  
17 and clear of claims by any third parties." This is at pages  
18 10 and 11 of Exhibit A. Free and clear.

19 Well, Your Honor, we've provided the Court with  
20 Exhibit C1, which is the rights of first refusal that the  
21 plaintiff has assigned all of his LLC interest, he has given a  
22 prior transfer to a limited number of members. In the Big  
23 Springs Ranch, LLC, which is 35,000 acres, there's one other  
24 member, Mr. Abershombie. With the Wendover Project, which is  
25 approximately 67 acres located outside of Wendover, I think

1 there may be 13 other members of the LLC. He was under an  
2 obligation to deliver this free and clear. He has never  
3 tendered his property free and clear. Every tender has been  
4 subject to rights of first refusal in third parties.

5 It is customary -- we went to West, we went to  
6 business transactions and filled out a form assignment of an  
7 LLC or limited partnership interest, and the form assignment  
8 necessarily is the consent from the other parties that hold  
9 rights of first refusal. There are two reasons. One, even  
10 absent a right of first refusal, a transfer without the  
11 consent would liquidate the limited partnership. Mr. Zandian  
12 was receiving thousands of acres free and clear, and he was to  
13 deliver the consideration free and clear. And he has not.

14 And so under the proposed -- you know, why they  
15 would try and cram this thing down, why -- why in the world  
16 would the defendants be required to transfer their assets  
17 encumbered subject to rights of first refusal in third parties  
18 while the plaintiff would receive them free and clear? It  
19 clearly was not the intention. And they have refused to sign  
20 this document. It is in here. We are asking that which is  
21 customary. These are standard, customary requirements.  
22 There's nothing exceptional.

23 Your Honor, also in 100 percent of all escrows  
24 handled in Nevada and everywhere else in the United States of  
25 America the parties to the real estate escrow are required

1 under federal law, 26 USC, Section 1445, to make a declaration  
2 to the Internal Revenue Service of their non-foreign residency  
3 status. That is federal law. Typically that appears in a  
4 separate document.

5 The only change we made to the form document was to  
6 eliminate a number of the provisions and to include the non-  
7 foreign resident declaration because this involved transfers  
8 of interest in real property. Those --

9 MS. FIC: I don't mean to interrupt. Can we  
10 clarify? I don't -- how are we in an escrow? I mean, I don't  
11 think escrow even applies. I mean, I --

12 THE COURT: You've got to do an escrow.

13 MS. FIC: You do?

14 THE COURT: You have land that you're transferring;  
15 right?

16 MS. FIC: Okay.

17 THE COURT: So --

18 MS. FIC: Well, because we -- we did quitclaim  
19 deeds, and we sent over all the paperwork and --

20 MR. NETZORG: Excuse me. I'm sorry. I waited  
21 for --

22 THE COURT: Somebody not going to tell the IRS about  
23 this transaction? Because that would be bad.

24 MS. FIC: I just didn't think there had to be  
25 escrow.

1 THE COURT: That's all right.

2 MR. NETZORG: Then -- so this -- this is the essence  
3 of the transaction. Why would we -- why would we take  
4 interests that were encumbered by third parties so that we  
5 could invite future litigation when the whole -- the very  
6 first thing I said is, Your Honor, we need a universal  
7 settlement? This is a universal settlement. We don't -- we  
8 want the property free and clear. They have consistently  
9 refused.

10 On that issue, we were provided blank quitclaim  
11 deeds with runoffs from some database, no legal description  
12 incorporated in them, where we would just sign them in blank  
13 and hand them to the defendant. We're supposed to give five  
14 days before we get anything a quarter of a million dollars to  
15 the attorney. Where this requirement came from I cannot  
16 fathom. "I'll let the two of you to work out the language."

17 Well, Your Honor, I didn't think taking a --  
18 whatever. I took a form document as I would have done in any  
19 other transaction for an assignment of an LLC interest,  
20 especially -- this wasn't -- if it was five or ten dollars,  
21 maybe you could do it on a cocktail napkin like the one the  
22 plaintiffs put together, but any other document would have  
23 necessarily have required, you know, the representations to  
24 which the parties had agreed.

25 Then looking at page 11, line 2, I mentioned that

1 they were speaking of three married guys, we want to know if  
2 they're speaking for the community interest of their spouses  
3 on each and every one that is transferred. This was  
4 specifically in the -- in the transcript. And why was this  
5 important?

6           We've given you the history of the Dutch Shipyard.  
7 The testimony -- cross-examination of Mr. Zandian had simply  
8 covered the Dutch Shipyard transaction. We hadn't even gotten  
9 much beyond that. This is a case where in 1997 he had signed  
10 off for \$2.1 Dutch guilders. He settled with his Dutch  
11 partner to sell his interest. One year later he rescinds that  
12 transaction, that settlement, that global release, premised on  
13 the fact his wife hadn't signed. So with that track history  
14 these were documents in there. It was critically important  
15 that the wife sign, because we knew that the last major  
16 settlement that he was involved in, he'd used that for  
17 rescission. And he testified that eight years later he still  
18 had that Dutch Shipyard tied up in litigation over the wife  
19 issue and his French bankruptcy.

20           Then he showed up at the hearing with a liquidacione  
21 fiduciare [phonetic], a personal bankruptcy filing that he had  
22 in France. And he testified that this litigation involved his  
23 -- his -- he said it was his corporate bankruptcy in France,  
24 so we, having been alerted to that, as with anyone, as if --  
25 if he'd been in bankruptcy in Oklahoma and the consideration

1 that he paid for the interest was in litigation in bankruptcy  
2 court, we asked for an order from the court verifying that  
3 they had no interest -- this was subsequently, but, I mean,  
4 yeah, we wanted it free and clear, and one of the things was  
5 free and clear of the bankruptcy interest.

6 "Mr. Lee: With regard to the spouses issue --" at  
7 page 12, line 6 "-- we can work out the form of the details.  
8 I'm not concerned about this." This is in response to  
9 Arbitrator Hale's, "We may want spouses to sign."

10 So it wasn't even an issue. It wasn't an issue  
11 until four days later, when Mr. Lee said the spouses weren't  
12 going to sign. And that's where the problems started, when  
13 the plaintiff immediately reneged on the agreement and how has  
14 come in and said, well, gee, the arbitrator wrote a form  
15 that's completely inconsistent with everyone's understanding  
16 and the record and we're going to cram that down your throat,  
17 we're not going to have the spouses sign, we're not going to  
18 provide clear title to the LLC interests, we're going to give  
19 you an assignment subject to rights of first refusal that will  
20 guarantee the liquidation of your entities.

21 There's another provision in the LLC agreements that  
22 provides on the resignation that the LLC shall dissolve. So  
23 without -- they prepared a separate resignation form to  
24 guarantee that they would have that resolved.

25 So the defendants are asked to transfer what

1 arguably could be millions of dollars in assets and in  
2 consideration for nothing. And that was not the  
3 understanding.

4           Then once again I point at page 12, lines 16 and 17,  
5 "That is fine. That can be in the settlement agreement."  
6 Once again we're talking about the settlement agreement. This  
7 is page 12, lines 16 and 17, when I'm talking about the  
8 warranties and satisfaction. So the notion that this was not  
9 a settlement agreement, we're calling it a settlement  
10 agreement, here it's the settlement agreement, everybody knew  
11 there was going to be a settlement agreement -- no one in  
12 their wildest imaginations dreamed that something would be  
13 concocted completely inconsistent with this, denying the  
14 defendants any of the benefits that they'd negotiated for.

15           At the next page, page 13, line 22, "We want to do  
16 an allocation of the purchase price." If we were transferring  
17 five and a half million dollars or more in assets and there  
18 was potentially rights of first refusal, we couldn't have the  
19 situation which the defendants have intentionally engineered.  
20 Big Springs Ranch, for instance. There's a recital that  
21 \$250,000 is to go for the waiver of the Big Springs Ranch  
22 issue. There are four members -- or there -- of Big Springs  
23 Ranch, arguably. If you just waived the interest, then all  
24 those members, even Mr. Abershombie, who's not a party to the  
25 litigation and not paying any consideration, would be the



1 beneficiary of that grandess.

2           The parties paid \$2.8 million for that property, and  
3 to say, well, we're going to allocate a \$250,000 value? No.  
4 I mean, for tax purposes, for basis purposes it was important  
5 that the consideration that the defendants were tendered would  
6 be allocated and there'd be some correlation between the  
7 values and the allocation made. What do we get? \$250,000 for  
8 a waiver of the Big Springs Ranch interest. So that in effect  
9 gives us nothing. It permits the other partner to, arguably,  
10 I guess, under that resolution exercise a right of first  
11 refusal, which would allow him to buy an interest for a  
12 fraction of what it cost three years previously. "Mr. Lee:  
13 You can allocate anything you want to." "Mr. Netzorg: That  
14 is good, as long as you understand." It was important to us.

15           And then finally, on page 14 -- and I'd mentioned  
16 the candy's been excellent because the arbitrator had candy  
17 there and we were going on and on, eating this candy. "And  
18 then there is -- with the understanding that those items --  
19 thank you very much for the excellent job you did."

20           Your Honor, I've said those items were all important  
21 to us. This is a part and parcel of our consideration. We  
22 have not been provided it. There have been quitclaim deeds,  
23 there've been grant, bargain and sale deeds. There's no  
24 spouses. The assignments contained -- are subject to rights  
25 of first refusal. So obviously, Your Honor, there was no

1 meeting of the minds. The plaintiff steadfastly refuses to  
2 perform any of those. And this is -- these were material  
3 consideration which was not provided.

4 When we filed -- and under the rules, Your Honor,  
5 there's a requirement that you file within 20 days of the  
6 decision. All of a sudden here comes the decision. So --

7 THE COURT: Which one? Because I've got three.

8 MR. NETZORG: The first one.

9 So within 20 days you have to move to modify under  
10 the rules. That's what we did. We put our motion to modify  
11 in, it was delivered to the arbitrator's office, and an hour  
12 later we had a decision denying our motion. There was never a  
13 settlement agreement.

14 Then there was a motion to enforce the award. The  
15 arbitrator correctly said he had no authority to enforce the  
16 award, take it to District Court, I believe was --

17 And then finally there was a motion to implement the  
18 award. It went under advisement. Out of the blue here comes  
19 an implementation order from the plaintiff, which doesn't deal  
20 with the spouses, doesn't deal with our rights of first  
21 refusal, doesn't deal with the fact that the LLCs will be  
22 dissolved by the documents that have been prepared, doesn't  
23 even address our request that they sign our form assignment  
24 provision and get the consent. And the next day that comes  
25 back basically signed by the arbitrator.

1 Now we have these motions in here, and we're  
2 pretending the apples are oranges. It was a settlement  
3 agreement, everyone knew it was a settlement agreement, the  
4 settlement's put on the record. Even today the argument is  
5 they put the settlement on the record. And the plaintiffs  
6 haven't performed.

7 So if we were to stuff this down the defendants'  
8 throats and give them nothing when their intention was clearly  
9 to the contrary, then these are the very items which are  
10 reviewable under NRS Chapter 38. You look for modification of  
11 the award; was there an evident mathematical miscalculation or  
12 an evident mistake in the description of a person, thing or  
13 property; the arbitrator's made a award on a claim not  
14 submitted to him; the award is imperfect in matter of form not  
15 affecting the merits. "The motion to modify or correct an  
16 award pursuant to this section may be joined with a motion to  
17 vacate the award."

18 Well, the reason that you put things on the record  
19 is so you have a record of it. And that reflects what the  
20 parties' intentions were. And the other, later items do not.  
21 There wasn't any substantive changes. There is a  
22 misinterpretation of that which was clear and unambiguous.  
23 And it's so one-sided. Why are these requirements that we  
24 transfer our assets free and clear and they transfer them to  
25 us -- well, they don't even transfer them to us. They give us

1 their title subject to third parties' rights and interests and  
2 potentially bankruptcy court's ownership.

3           And, Your Honor, also, additionally, if you look at  
4 it, I mean, just for the purposes of doing the analysis on the  
5 vacation, the process itself, you know, was there fraud or was  
6 this an undue process. Well, this was an undue process. You  
7 don't have people do a settlement, tell them it's a  
8 settlement, tell them there's going to be a settlement  
9 agreement, and then say, oh, here's an award -- here's an  
10 award and we're going to treat this as if I'd actually  
11 conducted the trials.

12           The defendants had numerous witnesses that they were  
13 going to call. None of them were called. One of the  
14 plaintiffs' witnesses was -- the plaintiff was called and  
15 direct examination. There was no testimony from the other  
16 witnesses. There was no testimony by the defendants.

17           So, Your Honor, for these reasons there just has  
18 been no meeting of the minds. And this is reflected -- the  
19 statutory grounds for the vacation are met. This settlement  
20 has not been fulfilled. And, Your Honor, basically we had a  
21 mediation, obviously there was not a meeting of the minds and  
22 material consideration. We would ask that the matter be  
23 reverted with a new arbitrator. Because if the parties  
24 haven't decided, then let them go arbitrate. If all these  
25 plaintiffs are going to give us is clouded title to the assets

1 that we were to pay five and a half million dollars for, then  
2 obviously there's no meeting of the minds, go arbitrate.

3 Under the circumstances, Your Honor, it should be in  
4 front of a new arbitrator because of the involvement in the  
5 mediation. And the other bases are articulated in our motion.  
6 And the other issues that this -- you know, the fact that for  
7 some reason why when we submitted our documents they were  
8 summarily denied without even consideration and without -- we  
9 do our motion for -- to modify, we have our form assignment  
10 agreement with no oppositions filed, nothing, just, bam,  
11 denied. You know, we have our final motion, implementation,  
12 which we consider as under consideration raising many of these  
13 issues. I mean, how can we just arbitrarily not comply with  
14 federal law? How can we leave the spouses out? How can we  
15 ignore the rights of first refusal? We can't. That  
16 invalidates the procedure.

17 The only question is what's the remedy. And the  
18 remedy under the circumstances where the arbitrator has  
19 performed a mediation is to send it to a new arbitrator and  
20 let the parties finalize it, give the defendants an  
21 opportunity to testify. The defendants have not. The  
22 defendants were told repeatedly the settlement, settlement,  
23 this is a settlement, there'll be an agreement, put your items  
24 at the end. They were put there at the end without objection,  
25 and then summarily eliminated, the very consideration that

1 formed the basis of the settlement removed.

2           So the defendants were denied under the statutes,  
3 NRS 38, basically what amounts to their day in court. And  
4 there's no pretense that this was a complete, full and fair  
5 hearing, nor did the parties intend that it be such. They  
6 settled it, they put the settlement on the record. The  
7 plaintiffs are now disagreeing and started immediately, our  
8 spouses won't sign, that'll be confusing. Well, we didn't get  
9 the benefit -- had they notified us the day that we were  
10 putting it on the record, it never would have happened.

11           And the other items I detailed in my opposition to  
12 their motion and their reply. So thank you, Your Honor.

13           THE COURT: Okay.

14           MS. FIC: Your Honor, I have a suggestion, okay.  
15 Because what I keep hearing is settlement, settlement,  
16 settlement. We agree there was a settlement. I did say  
17 settlement, okay. But the settlement terms were -- the terms  
18 -- essential terms were put in -- recorded by a -- on the  
19 transcript by the court reporter. So we have the essential  
20 terms, okay.

21           THE COURT: You do.

22           MS. FIC: What I'm hearing is --

23           THE COURT: And you're missing some of the things in  
24 the documents you have as to those essential terms.

25           MS. FIC: Okay. And that's -- okay, Your Honor, so

1 fine. So if we have the essential terms, if we've got  
2 disputes with this, why don't we -- okay. I don't want to do  
3 a new arbitrator, because that's going to be costs to both  
4 parties. It's not going to be efficient. Arbitrator Hale was  
5 agreed to --

6 THE COURT: I'm going to solve your problem. It's  
7 really easy. I'm going to refer the matter back to Floyd Hale  
8 for further proceedings, consistent with the 9/8/06  
9 transcript. Those will include getting the mechanism for the  
10 spouses of the parties to sign the documents, getting a  
11 mechanism for the waiver of the release of the rights of first  
12 refusal that exist, entering into the settlement agreement the  
13 parties entered into. If he is unable to reach an agreement  
14 among the parties, then I will have the final word. I --

15 MS. FIC: Because, Your Honor --

16 THE COURT: Wait, wait, wait. I'm not done.

17 MS. FIC: Okay. Sorry, Your Honor.

18 THE COURT: Okay. I recommend -- this is not an  
19 order -- that an escrow be opened for the transfers of the  
20 real property. If you are merely transfer interests in an  
21 LLC, which has different tax consequences to both of your  
22 clients, I don't think it's necessary for an escrow to be  
23 opened. But if you're transferring real property, which is  
24 what it currently looks like to me you were trying to do based  
25 upon the settlement, then an escrow needs to be opened.

1 I'm referring it back to Mr. Hale, since I would  
2 typically in a case where a settlement was reached and there  
3 was a mediator or arbitrator involved refer it to that  
4 individual for some additional work with you to try and  
5 resolve those disputed issues, since they were there at the  
6 time you reached the settlement. Hopefully I have a  
7 transcript that helps me. If you are unable to reach an  
8 accommodation after speaking to Mr. Hale, then I will reach an  
9 accommodation, because I have a transcript, and I'll make a  
10 decision. And it won't be one that anybody's tax benefits are  
11 in favor of, because there's no indication in the transcript  
12 that you're going to work together to minimize tax  
13 consequences to each other, which sometimes I see in  
14 settlement agreements. And I didn't see that in this one.

15 MS. FIC: Yeah. 'Cause the only concern was I  
16 didn't want to have like maybe one wife not sign, because  
17 there's a lot of -- you know, one wife not signing upset the  
18 whole thing.

19 THE COURT: The wives have to sign. That was part  
20 of the deal you guys cut. You cut a deal the wives are going  
21 to sign. The wive's have got to sign.

22 MS. FIC: We --

23 THE COURT: That was part of the discussion on  
24 September 8th during the --

25 MS. FIC: Floyd Hale said that, but then it was not



1 added to at the end of it that we were required to have all  
2 the wives sign. Because here's the thing, they're non-  
3 parties. And what happens if one --

4 THE COURT: How are you going to -- wait now. This  
5 is just really common sense.

6 MS. FIC: Okay.

7 THE COURT: How are you going to transfer an  
8 interest in real property which may be owned by both of the  
9 people and the wife has a claim, especially in places where it  
10 is voidable if you do not have the spouse sign? How are you  
11 going to transfer that property free and clear?

12 MS. FIC: Because the husbands -- I mean, there's  
13 NRS statutes --

14 THE COURT: Okay. I'm going to send you back to Mr.  
15 Hale, and the wives need to sign. Spouses need to sign, and  
16 the people who have the first right of refusal need to waive.

17 MS. FIC: So we'll come back to you if one of the  
18 wives refuse. That's the only thing. I just don't want to --

19 THE COURT: You're going to come back to me if you  
20 are unable to reach an agreement, if you need me to confirm an  
21 order. You are also going to come back to me if there is any  
22 problem in the implementation of the agreement.

23 But you reached a settlement, it was put on the  
24 record. You've got to have a settlement agreement. I know  
25 that Mr. Hale drafted an arbitration award, because he

1 conducted a portion of the arbitration. And I don't really  
2 have a problem with that, but we need to have the  
3 documentation consistent with the discussions that were --  
4 that occurred on September 8th, 2006, which are a part of the  
5 actual record the court reporter made, at which time both  
6 parties stipulated in front of the arbitrator that they had  
7 agreed to go to as part of the extrajudicial proceedings,  
8 which in my mind makes it an enforceable settlement. Okay.

9 MR. NETZORG: Thank you, Your Honor.

10 THE COURT: Have a lovely day.

11 MR. NETZORG: We appreciate it. Happy New Year.

12 MS. FIC: Thank you, Your Honor.

13 MR. NETZORG: Happy to have business court back.

14 THE COURT: Any more business court cases you want  
15 to send me, send them along.

16 (Off-record colloquy)

17 THE PROCEEDINGS CONCLUDED AT 9:59 A.M.

18 \* \* \* \* \*

19  
20  
21  
22  
23  
24  
25

CERTIFICATION

I CERTIFY THAT THE FOREGOING IS A CORRECT TRANSCRIPT FROM THE AUDIO-VISUAL RECORDING OF THE PROCEEDINGS IN THE ABOVE-ENTITLED MATTER.

AFFIRMATION

I AFFIRM THAT THIS TRANSCRIPT DOES NOT CONTAIN THE SOCIAL SECURITY OR TAX IDENTIFICATION OF ANY PERSON OR ENTITY.

FLORENCE HOYT  
LAS VEGAS, NEVADA 89146  
(702) 221-0246

*Florence M. Hoyt*

\_\_\_\_\_  
FLORENCE HOYT, TRANSCRIBER

1/16/07  
DATE

**JOHN PETER LEE, LTD.**

---

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**FACSIMILE TRANSMISSION**

**DATE:** January 17, 2007

**FROM:** John Peter Lee, Esq.

If there is a problem with this transmission, please call Judy Reilly at (702) 382-4044

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**To:** Mr. Reza Zandian

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**Pages:** 29

**Our File No.** Zandian/Koroghli, 1334.022860

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**Message:** Enclosed find a copy of the transcript from the hearing held on January 11, 2007

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FACSIMILE TRANSMISSION

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To: Mr. Reza Zandian  
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*Attorneys for Plaintiff/Counterdefendant*  
6 **GHOLAMREZA ZANDIAN JAZI**

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

9 GHOLAMREZA ZANDIAN JAZI, )  
 )  
10 Plaintiff, )  
 )  
11 v. )  
 )  
12 RAY KOROGHLI, individually, FARIBORZ FRED )  
SADRI, individually, and as Trustee of the Star )  
13 Living Trust, WENDOVER PROJECT, LLC, a )  
Nevada limited liability company; BIG SPRING )  
14 RANCH, LLC, a Nevada limited liability company, )  
and NEVADA LAND AND WATER )  
15 RESOURCES, LLC, a Nevada limited liability )  
company, )  
16 Defendants. )

CASE NO.: A511131  
DEPT. NO.: XI

**ORDER ON MOTION TO  
CONFIRM ARBITRATION AWARD  
AND MOTION TO VACATE  
ARBITRATION AWARD**

18 RAY KOROGHLI, individually and FARIBORZ )  
FRED SADRI, individually, )  
19 Counterclaimants, )  
 )  
20 v. )  
 )  
21 GHOLAMREZA ZANDIAN JAZI, )  
 )  
22 Counterdefendant. )  
 )  
24 WENDOVER PROJECT, LLC, )  
 )  
25 Counterclaimant, )  
 )  
26 v. )  
 )  
27 GHOLAMREZA ZANDIAN JAZI, )  
 )  
28 Counterdefendant. )

CC TO CLIENT *1/19/07*  
INITIALS *S*

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1 GHOLAMREZA ZANDIAN JAZI,  
2 Counterclaimant,  
3 v.  
4 WENDOVER PROJECT, LLC,  
5 Counterdefendant.

6 1334.022860-sy

7  
8 **ORDER ON MOTION TO CONFIRM ARBITRATION AWARD AND MOTION TO**  
9 **VACATE ARBITRATION AWARD**

10 Plaintiff, Gholamreza Zandian Jazi's Motion for Confirmation and Entry of Judgment on  
11 Arbitration Award, and Defendants' Ray Koroghli and Fred Sadri's Motion to Vacate Arbitration  
12 Award/Motion to Modify or Correct, came before this Court for hearing January 11, 2007. Holly  
13 A. Fic, Esq., and Michael A. Reynolds, Esq., of the law firm of John Peter Lee, Ltd., appeared on  
14 behalf of Plaintiff and John Netzorg, Esq., appeared on behalf of Defendants.

15 The Court having considered all of the pleadings and papers on file herein and the  
16 representations and arguments of counsel,

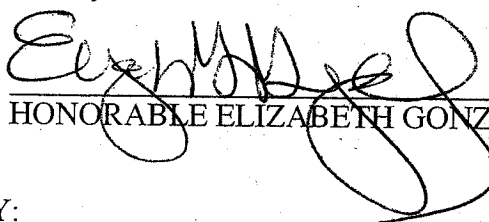
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1 IT IS HEREBY ORDERED that both Motions are denied. The matter is referred back to  
2 Arbitrator Floyd Hale to consider the issues set forth in the oral decision, a copy of which is attached  
3 hereto as Exhibit "A."

4 Dated this 18<sup>th</sup> day of January, 2007.

5   
6 HONORABLE ELIZABETH GONZALEZ

7 RESPECTFULLY 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.  
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9 Arbitrator

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DISTRICT COURT  
CLARK COUNTY, NEVADA

10 GHOLAMREZA ZANDIAN JAZI, ) Case No. A511131  
11 ) ) Dept. No. XII  
12 Plaintiff, )  
13 vs. )  
14 RAY KOROGHLI, individually, )  
15 FABIRORZ FRED SADRI, individually, )  
16 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

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1 The undersigned then issued an Arbitration Decision based upon the evidence submitted as well  
2 as the agreement of the parties.

3  
4 On January 11, 2007, counsel for the parties conducted a hearing before this Court  
5 regarding confirmation of the Arbitration Award. Counsel for the parties could not reach an  
6 agreement as to what documents needed to be signed to effect the Arbitration Decision. For that  
7 reason, the matter was referred back to the Arbitrator for further proceedings. The actual  
8 reference, contained in page 25, line 6-14 of the January 11, 2007, transcript is as follows:  
9

10 THE COURT: I'm going to resolve your problem. Its real easy. I am  
11 going to refer the matter back to Floyd Hale for further proceedings,  
12 consistent with the 9/8/06 transcript. Those will include getting the  
13 mechanism for the spouses of the parties to sign the documents, getting  
14 a mechanism for the waiver of the release of the rights of first refusal  
15 that exist, entering into the settlement agreement the parties entered  
16 into. If he is unable to reach an agreement among the parties, then I  
17 will have the final word.

18 The District Court has already indicated that wives of the principals will need to sign  
19 documents. The following report and recommendation will reference the parties to the  
20 Arbitration with the understanding that the District Court has already indicated that wives for  
21 those parties will be required to sign all necessary documents.

22 IT IS REPORTED AND RECOMMENDED to the Court that the following documents  
23 will need to be executed by the parties and their wives:

24 4,400 acres of real estate, owned by Poh Rah, LLC: The only members of the Pah Rah,  
25 LLC are the parties to this action: Zandian Jazi; Ray Koroghli and Fred Sadri. These parties will  
26 be required to sign a Grant Bargain Sale Deed to transfer the 4,400 acres of real estate to Zandian  
27 Jazi. Fred Sadri will need to execute a full reconveyance of the Deed of Trust and release the  
28 Promissory Note which was secured by the Deed of Trust as to this property. The parties will also

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1 have to sign a waiver of any right of first refusal to this property.

2 320 acres owned by Big Springs Ranch, LLC. The only members of the Big Springs  
3 Ranch LLC, are the parties to this action and Mr. Abrishami. If Mr. Zandian Jazi can obtain the  
4 signature of Mr. Abrishami on a Deed to transfer this property, then the parties to this action must  
5 all execute a Grant Bargain Sale Deed transferring this real estate to Zandian Jazi. If Mr. Jandian  
6 Jazi is unable to obtain the signature of Mr. Abrishami, then Mr. Sadri and Mr. Koroghli are  
7 required to sign a Quit Claim Deed from Big Springs Ranch, LLC to Zandian Jazi to sign waivers  
8 of rights of first refusal.  
9

10  
11 \$250,000.00 Payment to Zandian Jazi: There has been a dispute as to what entity is  
12 responsible for making this payment. During the Arbitration Proceedings, as well as during prior  
13 meetings with the parties, it was represented to the Arbitrator that Mr. Sadri and Mr. Koroghli  
14 would make this payment. It is Recommended that either Mr. Sadri or Mr. Koroghli, or both, are  
15 individually responsible for this payment. Sadri and Koroghli may, however, execute the  
16 payment check or draft in whatever representative capacity that they believe is the most  
17 appropriate.  
18

19 Transfer of Wendover Project, LLC Interest: Zandian Jazi has agreed to waive or transfer  
20 any interest that he has, if any, in the Wendover Project, LLC. Mr. Netzorg has argued that it is  
21 incumbent upon Mr. Zandian Jazi to obtain signatures on waivers of rights of first refusal from  
22 all members of the LLC. This was not part of the settlement agreement and the District Court  
23 should be aware that the Defendants contested that Zandian Jazi even owned rights in the  
24 Wendover Project, LLC at the time of the arbitration.  
25

26  
27 It is the Report and Recommendation of the Arbitrator that Zandian Jazi sign a transfer  
28 of all interest that he owns in the Wendover Project, LLC directly to: "Wendover Project, LLC."

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 Big Springs Ranch, LLC: As with the Wendover Project, LLC, Mr. Zandian Jazi will be  
13 required to execute a transfer of interest and waiver of any interest of the Big Springs Ranch,  
14 LLC, directly to: "Big Springs Ranch, LLC." He must also execute a waiver of right of first  
15 refusal that he would have under that LLC. As stated with the Wendover Project, LLC, it is the  
16 duty of the managing members of the Big Springs Ranch, LLC, to make an appropriate  
17 distribution or allocation of this interest. The remaining managing members of the Big Springs  
18 Ranch, LLC must either transfer the property as required by the operating agreement or obtain  
19 whatever waivers of rights of first refusal that are necessary to make a transfer which they believe  
20 are necessary.  
21

22 **CONCLUSION:**

23 Mr. Netzorg has contested the requirement that the receiving LLC entities are required to  
24 obtain waivers of rights of first refusal. Actually, waivers are not necessary if the receiving  
25 interest is transferred pursuant to the operating agreement. If the managing members want to  
26  
27  
28

1 obtain waivers of rights of first refusal to make a different distribution, they are certainly free to  
2 do so. That should not be the burden of Mr. Zandian Jazi.

3  
4 Mr. Netzorg has also asked for numerous documents regarding a purported transfer of Mr.  
5 Zandian Jazi's shipyard stock. There was absolutely no evidence that any entity related to these  
6 proceedings acknowledged receipt of that stock or issued any credit related to receipt of that  
7 stock. Although that stock was discussed during the Arbitration proceedings, there was no  
8 competent evidence regarding that stock being relevant to the Arbitration proceedings.

9  
10 RESPECTFULLY SUBMITTED this 28<sup>th</sup> day of February, 2007.

11  
12 By: 

13 FLOYD A. HALE  
14 2300 W. Sahara, #900  
15 Las Vegas, NV 89102  
16 Arbitrator

17  
18 CERTIFICATE OF FACSIMILE AND MAIL

19 I hereby certify that on the 28<sup>th</sup> day of February, 2007, I faxed and mailed a true and  
20 correct copy of the foregoing addressed to:

21 John Peter Lee, Esq.  
22 830 Las Vegas Boulevard South  
23 Las Vegas, NV 89101  
24 Attorneys for Plaintiffs  
25 Fax No. 383-9950

26 John Netzorg, Esq.  
27 2810 West Charleston Blvd. #H-81  
28 Las Vegas, NV 89102  
Attorneys for Defendants  
Fax No. 878-1255

By: 

Employee of Jams

FLOYD A. HALE

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WFZ2043

IN THE SUPREME COURT OF THE STATE OF NEVADA

GHOLAMREZA ZANDIAN JAZI,  
Appellant/Cross-  
Respondent,

No. 49924

vs.

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,

Respondents/Cross-  
Appellants.

**FILED**

MAY 09 2008

TRACIE K. LINDEMAN  
CLERK OF SUPREME COURT  
BY S. Young  
DEPUTY CLERK

ORDER DENYING MOTION TO DISMISS  
AND ORDER TO SHOW CAUSE

This is an appeal and cross-appeal from a district court judgment confirming an arbitration award, a district court order granting respondents' motion to stay proceedings, or alternatively, to set a supersedeas bond, and an order denying respondents' motion to alter or amend the judgment, or in the alternative, for a new trial. Appellant has filed a motion to dismiss the cross-appeal and a reply to respondents' filed opposition to the motion to dismiss.

Appellant argues that the cross-appeal should be dismissed because the parties expressly agreed in writing that "the arbitration shall be binding with no right to appeal." Appellant further contends that the



cross-appeal should be dismissed because respondents' case appeal statement identifies individuals or entities that were never parties to the case and because respondents failed to file a cost bond as required by NRAP 7.

Contrary to appellant's assertions, this court has jurisdiction to consider an appeal from the June 8, 2007 district court judgment confirming the arbitration award.<sup>1</sup> With respect to appellant's arguments regarding the deficiency in respondents' case appeal statement, this court prefers to decide cases on the merits if possible.<sup>2</sup> We note, further, that respondents filed on July 31, 2007, an amended case appeal statement that identifies the correct parties involved in this appeal. Regarding appellant's final argument, it appears that respondents posted the cash bond on July 31, 2007.

Accordingly, no cause appearing, we deny appellant's motion to dismiss the cross-appeal.

Additionally, however, our own preliminary review of the docketing statement and the documents submitted to this court pursuant to NRAP 3(e) reveals a potential jurisdictional defect. Specifically, it appears that the August 13, 2007 district court order designated in

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<sup>1</sup>See NRS 38.247(c). See also Taylor v. Barringer, 75 Nev. 409, 410, 344 P.2d 676 (1959) (a motion to dismiss appeal that is filed prior to briefing and goes to the merits of the appeal "is not a proper ground for dismissal of the appeal").

<sup>2</sup>See Passarelli v. J-Mar Development, 102 Nev. 283, 720 P.2d 1221 (1986).

appellant's August 14, 2007 notice of appeal is not substantively appealable.<sup>3</sup> This court has jurisdiction to consider an appeal only when the appeal is authorized by statute or court rule.<sup>4</sup>

An order granting a stay of proceedings conditioned upon the posting of a supersedeas bond is not appealable as a special order made after final judgment.<sup>5</sup>

Accordingly, appellant shall have 30 days from the date of this order within which to show cause why this portion of the appeal should not be dismissed for lack of jurisdiction. We caution appellant that failure to demonstrate that this court has jurisdiction may result in this court's dismissal of this portion of the appeal. The preparation of transcripts and the briefing schedule in this appeal shall continue to be suspended

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<sup>3</sup>See NRAP 3A(b).

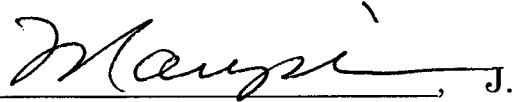
<sup>4</sup>Taylor Constr. Co. v. Hilton Hotels, 100 Nev. 207, 678 P.2d 1152 (1984).


<sup>5</sup>See Brunzell Constr. v. Harrah's Club, 81 Nev. 414, 404 P.2d 902 (1965); See Gumm v. Mainor, 118 Nev. 912, 920, 59 P.3d 1220, 1225 (2002) (holding that, to be appealable under NRAP 3A(b)(2), a special order made after final judgment "must be an order affecting the rights of some party to the action, growing out of the judgment previously entered").

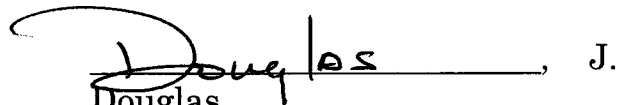
Further, although a party may file in this court a motion seeking review of a district court order granting a stay of appeal conditioned on the posting of a supersedeas bond, appellant has not filed such a motion in this court. See Nelson v. Heer, 121 Nev. 832, 122 P.3d 1252 (2005); McCulloch v. Jeakins, 99 Nev. 122, 659 P.2d 302 (1983).

pending further order of this court. Respondents may file any reply within ten days from the date that appellant's response is served.

It is so ORDERED.<sup>6</sup>

  
Maupin

  
Parraguirre

  
Douglas

cc: John Peter Lee Ltd.  
Cohen, Johnson & Day

---

<sup>6</sup>In light of this order, we deny the November 8, 2007 request for withdrawal of the motion to dismiss as moot.

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IN THE SUPREME COURT OF THE STATE OF NEVADA

GHOLAMREZA ZANDIAN JAZI

Appellant/Cross-Respondent,

vs.

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,

Respondent/Cross-Appellants.

Supreme Court No.:49924

District Court No.: A 511131

FILED

MAY 27 2008

TRACIE K. LINDEMAN  
CLERK OF SUPREME COURT  
BY *[Signature]*  
DEPUTY CLERK

1334.023317-JLR

APPELLANT'S PETITION FOR A REHEARING PURSUANT TO NRAP RULE 40(c)(2)(ii)

COMES NOW, Appellant, GHOLEMREZA ZANDIAN JAZI, ("Zandian") by and through his counsel, John Peter Lee, Ltd. and herein presents the Appellant's Petition for a Rehearing Pursuant to NRAP Rule 40(c)(2)(ii). This Petition for a Rehearing is made and based upon the following Memorandum of Points and Authorities, all pleadings and papers filed herein.

MEMORANDUM OF POINTS AND AUTHORITIES

I.

INTRODUCTION AND STATEMENT OF FACTS

On August 6, 2006, Appellant Zandian filed a Motion to Dismiss the Respondent's Appeal. On May 9, 2008, this Honorable Court granted an Order denying Appellant's Motion to Dismiss and

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TRACIE K. LINDEMAN  
CLERK OF SUPREME COURT  
DEPUTY CLERK

WFZ2048

18-12214

1 issued an Order to Show Cause as to why portions of Appellant's Cross-Appeal should not be  
2 dismissed. Attached hereto and incorporated by reference is a true and copy of the Order published  
3 May 9, 2008, marked as Exhibit "1", page 3, paragraph 3, first sentence. Attached hereto and  
4 incorporated by reference is true and correct copy of Appellant's Motion to Dismiss Respondents'  
5 Appeal, marked as Exhibit "2."

6 Appellant brings this Petition for a Rehearing based upon the issue that the parties stipulated  
7 in writing that "the arbitration shall be binding with no right to appeal." The parties voluntarily  
8 agreed to arbitrate the dispute during the course of litigation and specifically agreed in writing that  
9 the arbitrator's award was binding with no right to appeal and is valid under Nevada law. (Exhibit  
10 "2" Appellant's Motion to Dismiss, pg 3, ln 22-27) Appellant did not fully brief this issue in its  
11 Motion to Dismiss the Respondents' Appeal and request this court hear the Petition for a Rehearing  
12 based upon the holding in Lane v. Second Judicial Dist. Court, 104 Nev. 427, 760 P.2d 1245 (1988),  
13 where this Honorable Court did allow a petitioner to brief an argument raised in the original petition  
14 for writ of prohibition upon a rehearing, because the petitioner did not brief the issue in its original  
15 writ.

16 This Honorable Court cited the case of Taylor v. Barringer, 75 Nev. 409, 410, 344 P.2d. 676  
17 (1959) for the proposition that like in the Taylor case Appellant's Motion for Dismissal goes to  
18 merits of the case. The issue in Taylor was whether an order has the same force as final judgment  
19 for the purposes of an appeal, which is a different issue than the one raised in Appellant's Motion  
20 to Dismiss. Appellant's Motion to Dismissal requested this Honorable Court dismiss the  
21 Respondents' Appeal based upon contract principles which are unrelated to the merits of  
22 Respondents' Appeal. The Respondents are contractually bound since they stipulated in writing to  
23 be bound by the arbitrator's award and waived any right to an appeal. There is a prior Nevada  
24 Supreme Court decision which directly addresses this issue when the parties voluntarily agree to be  
25 bound by a stipulation. The Nevada Supreme Court in Corbett v. State, 94 Nev. 643, 584 P.2d 704  
26 (1978), addressed the issue of a stipulation and held it enforceable where it is entered into freely and  
27 voluntarily, with the assistance of adequate counsel. Id. at 647, P.2d at 705.

1 The authority that allows the Appellant to bring this Petition for Rehearing is based upon  
2 NRAP Rule 40(c)(2)(ii) which states, “[w]hen the court has overlooked, misapplied or failed to  
3 consider a statute, procedural rule, regulation or decision directly controlling a dispositive issue in  
4 the case. The issue in this case before this Honorable Court is the Respondent voluntarily agreed  
5 to arbitration and in writing waived any right to appeal the arbitrator’s award, as such the  
6 Respondent’s appeal should be dismissed without any inquiry as to the merits of Respondent’s  
7 appeal.

8 II

9 ARGUMENT AND AUTHORITIES

10 A. The Petition for Rehearing should be granted based upon NRAP Rule  
11 40(c)(2)(ii).

12 Nevada Rules of Appellate Procedure Rule 40(c)(2)(ii) provides the authority necessary  
13 for a rehearing of Appellant’s Motion to Dismiss Respondents’ Appeal as follows:

14 NRAP Rule 40(c)(2)(ii)

15 When the court has overlooked, misapplied or failed to consider  
16 a statute, procedural rule, regulation or decision directly controlling  
17 a dispositive issue in the case.

18 The Appellant’s Motion to dismiss the Respondents’ Appeal may be reconsidered because  
19 this Honorable Court, overlooked a decision directly controlling the dispositive issue addressed in  
20 Appellant’s Motion to Dismiss Respondents’ Appeal. In Corbett v. State, 94 Nev. 643, 584 P.2d  
21 704, (1978) the Nevada Supreme Court addressed the issue of a stipulation and held it enforceable  
22 where it is entered into freely and voluntarily, with the assistance of adequate counsel. Id. at 647,  
23 P.2d at 705. In Corbett the defendant stipulated to allow the results of a polygraph test to be  
24 admitted into evidence and when the defendant was convicted of manslaughter he appealed based  
25 on the admissibility of the test results. The Court held with the majority rule that polygraph results  
26 may be admitted upon prior stipulation. The upholding a stipulation that significantly affected a  
27 defendant in a murder trial demonstrates the Court’s opinion on stipulations that are entered into  
28 freely and voluntarily, with the assistance of adequate counsel. In this case before this Honorable

1 Court the Respondents did not claim that they did not freely and voluntarily enter into the stipulation  
2 or claim they were without assistance of adequate counsel.

3 The stipulation is enforceable, because the defendants' assented to its terms and as subscribed  
4 to the party against whom the stipulation is alleged. A stipulation requires assent to its terms in order  
5 to be valid and will be enforced if it is entered into the minutes of the court in the form of an order  
6 or is in writing and subscribed by the party against whom the stipulation is alleged. Szilagyi v.  
7 Testa, 99 Nev. 834, 673 P.2d 495 (1983). A Valid stipulation requires the assent of both parties to  
8 its terms. Taylor v. State Indus. Ins. Sys., 107 Nev 595, 816 P.2d 1085 (1991). In this case before  
9 this Honorable Court all parties assented to the clear and valid stipulation. An agreement that an  
10 arbitration award shall in itself is final and binding upon the parties generally precludes judicial  
11 review. Monte v. Southern Delaware County Authority, (CA3 Pa 335 F2d 855, (1964))

12 Based upon the holdings in Corbett, the Respondents' Appeal should be dismissed because  
13 the Respondents' voluntarily agreed to arbitration of the case instead of litigation and contractually  
14 agreed to waive any right to appeal the arbitrator's award. The Respondents took the contractual  
15 benefit of participating in the arbitration and now refused to shoulder the burden of the arbitrator's  
16 award. The facts in this case are very similar to the facts in Corbett, because just like in Corbett the  
17 Respondents didn't like the outcome of what they voluntarily, freely, and with assistance of counsel  
18 had stipulated to. The Respondents voluntarily entered into the contract, then didn't like the  
19 outcome of the arbitration and decided to breach the written contract. Thus, to allow the Respondent  
20 to attack the arbitrator's award now, does not comport with the true spirit of law as stated in the  
21 holdings Corbett, and contract principles.

22 The Appellant concedes that it did not fully brief its contention that "the parties voluntarily  
23 agreed to arbitrate the dispute during the course of litigation and specifically agreed in writing that  
24 the arbitrator's award was binding with no right to appeal and is valid under Nevada law" in its  
25 Motion. (Exhibit "2" Appellant's Motion to Dismiss, pg 3, ln 22-27). The authority cited in  
26 Appellant's Motion to Dismiss Respondents' Appeal is not controlling law in Nevada, since it is a  
27 California case. (Exhibit "2" Appellant's Motion to Dismiss, pg 3 ln 24-25; Platt v. Anderson, 6  
28 Cal. 4<sup>th</sup> 307, 802 P.2d 158 (1993)) In the case of Lane v. Second Judicial Dist. Court, 104 Nev. 427,

**JOHN PETER LEE, LTD.**

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1 760 P.2d 1245 (1988) this Honorable Court did allow a petitioner to brief an argument raised in the  
2 original petition for writ of prohibition upon a rehearing. Where a petitioner, in an original petition  
3 for writ of prohibition, complained that the district court had entered an order appointing a special  
4 prosecutor without affording the petitioner notice and an opportunity to be heard, but cited no  
5 supporting legal authority and the court did not address merits of the argument, and the petitioner  
6 briefed the issue for the first time in petition for reconsideration, the court made an exception to  
7 NRAP Rule 40 (c) and addressed the petitioner's argument in the interest of moving toward a  
8 correct resolution of the matter. In this case the absence of authority on the part of the Appellant was  
9 an oversight and does not constitute any rearguing of the issues or bring up any points that were not  
10 raised in Appellant's Motion to Dismiss the Respondents' Appeal. Thus, Appellant respectfully  
11 submits this Petition for Rehearing as to the issue that Respondents contractually waived their right  
12 to an appeal based only upon the language contained in the stipulation and pursuant to the holding  
13 in the Corbett. Finally, pursuant to the holding in Lane an Appellant may submit authority for an  
14 issue that was raised in Appellant's Motion to Dismiss but was not briefed for this Honorable Court  
15 to consider upon a rehearing.

16 **III.**

17 **CONCLUSION**

18 This Honorable Court should grant Appellant's Petition for a Rehearing and rule a matter  
19 of law that the Respondents' Appeal should be dismissed, because the Respondents knowingly and  
20 voluntarily entered into an agreement to have the arbitrator hear the case instead of litigation and in  
21 writing freely agreed to be bound the arbitrator's award.

22 Dated this 23rd day of May, 2008.

23 JOHN PETER LEE, LTD.

24 BY: 

25 JOHN PETER LEE, ESQ.

Nevada Bar No. 001768

26 YVETTE R. FREEDMAN, ESQ.

Nevada Bar No. 009898

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28 e-mail: info@johnpeterlee.com

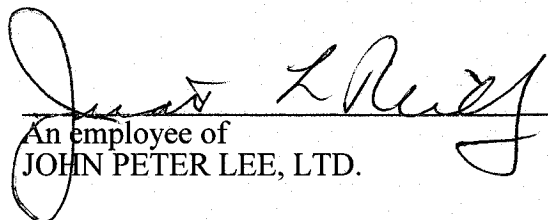


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CERTIFICATE OF MAILING

I HEREBY CERTIFY that on the 23 day of May 2008, I served a copy of the above and foregoing APPELLANT'S PETITION FOR A REHEARING PURSUANT TO NRAP RULE 40(c)(2)(ii) upon the appropriate parties hereto, by enclosing it in a sealed envelope, deposited in the United States mail, upon which first class postage was fully prepaid addressed to:

Steven L. Day, Esq.  
Cohen, Johnson & Day  
1060 Wigwam Parkway  
Henderson, Nevada 89074

  
An employee of  
JOHN PETER LEE, LTD.

**JOHN PETER LEE, LTD.**  
ATTORNEYS AT LAW  
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LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950



IN THE SUPREME COURT OF THE STATE OF NEVADA

GHOLAMREZA ZANDIAN JAZI,  
Appellant/Cross-  
Respondent,

vs.

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,

Respondents/Cross-  
Appellants.

No. 49924

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JOHN PETER FILED

MAY 09 2008

TRACIE K. LINDEMAN  
CLERK OF SUPREME COURT  
BY *S. Young*  
DEPUTY CLERK

ORDER DENYING MOTION TO DISMISS  
AND ORDER TO SHOW CAUSE

This is an appeal and cross-appeal from a district court judgment confirming an arbitration award, a district court order granting respondents' motion to stay proceedings, or alternatively, to set a supersedeas bond, and an order denying respondents' motion to alter or amend the judgment, or in the alternative, for a new trial. Appellant has filed a motion to dismiss the cross-appeal and a reply to respondents' filed opposition to the motion to dismiss.

Appellant argues that the cross-appeal should be dismissed because the parties expressly agreed in writing that "the arbitration shall be binding with no right to appeal." Appellant further contends that the

cross-appeal should be dismissed because respondents' case appeal statement identifies individuals or entities that were never parties to the case and because respondents failed to file a cost bond as required by NRAP 7.

Contrary to appellant's assertions, this court has jurisdiction to consider an appeal from the June 8, 2007 district court judgment confirming the arbitration award.<sup>1</sup> With respect to appellant's arguments regarding the deficiency in respondents' case appeal statement, this court prefers to decide cases on the merits if possible.<sup>2</sup> We note, further, that respondents filed on July 31, 2007, an amended case appeal statement that identifies the correct parties involved in this appeal. Regarding appellant's final argument, it appears that respondents posted the cash bond on July 31, 2007.

Accordingly, no cause appearing, we deny appellant's motion to dismiss the cross-appeal.

Additionally, however, our own preliminary review of the docketing statement and the documents submitted to this court pursuant to NRAP 3(e) reveals a potential jurisdictional defect. Specifically, it appears that the August 13, 2007 district court order designated in

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<sup>1</sup>See NRS 38.247(c). See also Taylor v. Barringer, 75 Nev. 409, 410, 344 P.2d 676 (1959) (a motion to dismiss appeal that is filed prior to briefing and goes to the merits of the appeal "is not a proper ground for dismissal of the appeal").

<sup>2</sup>See Passarelli v. J-Mar Development, 102 Nev. 283, 720 P.2d 1221 (1986).

appellant's August 14, 2007 notice of appeal is not substantively appealable.<sup>3</sup> This court has jurisdiction to consider an appeal only when the appeal is authorized by statute or court rule.<sup>4</sup>

An order granting a stay of proceedings conditioned upon the posting of a supersedeas bond is not appealable as a special order made after final judgment.<sup>5</sup>

Accordingly, appellant shall have 30 days from the date of this order within which to show cause why this portion of the appeal should not be dismissed for lack of jurisdiction. We caution appellant that failure to demonstrate that this court has jurisdiction may result in this court's dismissal of this portion of the appeal. The preparation of transcripts and the briefing schedule in this appeal shall continue to be suspended

---

<sup>3</sup>See NRAP 3A(b).

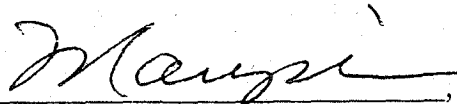
<sup>4</sup>Taylor Constr. Co. v. Hilton Hotels, 100 Nev. 207, 678 P.2d 1152 (1984).

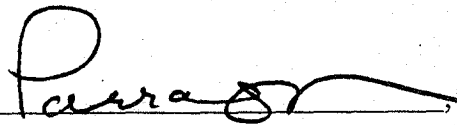
<sup>5</sup>See Brunzell Constr. v. Harrah's Club, 81 Nev. 414, 404 P.2d 902 (1965); See Gumm v. Mainor, 118 Nev. 912, 920, 59 P.3d 1220, 1225 (2002) (holding that, to be appealable under NRAP 3A(b)(2), a special order made after final judgment "must be an order affecting the rights of some party to the action, growing out of the judgment previously entered").

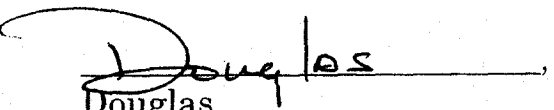
Further, although a party may file in this court a motion seeking review of a district court order granting a stay of appeal conditioned on the posting of a supersedeas bond, appellant has not filed such a motion in this court. See Nelson v. Heer, 121 Nev. 832, 122 P.3d 1252 (2005); McCulloch v. Jeakins, 99 Nev. 122, 659 P.2d 302 (1983).

pending further order of this court. Respondents may file any reply within ten days from the date that appellant's response is served.

It is so ORDERED.<sup>6</sup>

  
\_\_\_\_\_, J.  
Maupin

  
\_\_\_\_\_, J.  
Parraguirre

  
\_\_\_\_\_, J.  
Douglas

cc: John Peter Lee Ltd.  
Cohen, Johnson & Day

---

<sup>6</sup>In light of this order, we deny the November 8, 2007 request for withdrawal of the motion to dismiss as moot.



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IN THE SUPREME COURT OF THE STATE OF NEVADA

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, )

Appellants,

vs.

GHOLAMREZA ZANDIAN JAZI,

Respondent.

1334.022860-JLR

Supreme Court No.: 49924

District Court No.: A 511131

**FILED**

AUG 06 2007

JANETTE M. BLOOM  
CLERK OF SUPREME COURT  
BY \_\_\_\_\_  
DEPUTY CLERK

MOTION TO DISMISS APPEAL

JOHN PETER LEE, LTD.  
John Peter Lee, Esq.  
Nevada Bar No. 001768  
Michael A. Reynolds, Esq.  
Nevada Bar No. 008631  
Yvette R. Freedman, Esq.  
Nevada Bar No. 009898  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
(702) 382-4044  
Attorneys for Respondent,  
Gholamreza Zandian Jazi

RECEIVED  
AUG 06 2007  
JANETTE M. BLOOM  
CLERK OF SUPREME COURT  
DEPUTY CLERK

WFZ2060



JOHN PETER LEE, LTD.

ATTORNEY AT LAW

830 LAS VEGAS BOULEVARD SOUTH

LAS VEGAS, NEVADA 89101

Telephone (702) 382-4044

Telecopier (702) 383-9950

1 COMES NOW Respondent GHOLAMREZA ZANDIAN JAZI, by and through his counsel,  
2 John Peter Lee, Ltd., and files this Motion to Dismiss the Appeal of Appellants RAY KOROGHLI,  
3 individually, FARIBORZ FRED SADRI, individually, and as Trustee of the Star Living Trust,  
4 WENDOVER PROJECT, LLC, a Nevada limited liability company; BIG SPRING RANCH, LLC,  
5 a Nevada limited liability company, and NEVADA LAND AND WATER RESOURCES, LLC, a  
6 Nevada limited liability company.

7 This Motion is based on the following points and authorities, all papers on file herein, the  
8 record on appeal, and any oral argument to be presented if permitted by the Court.

9  
10 MEMORANDUM OF  
POINTS AND AUTHORITIES

11 INTRODUCTION

12 The Court should dismiss Appellants' appeal because: (1) the Appellants stipulated in writing  
13 that "the arbitration shall be binding with no right to appeal"; (2) the Notice of Appeal erroneously  
14 identifies entities or individuals that were never parties to this case at any time; and (3) Appellants  
15 failed to file a Cost Bond as required by NRAP 7.

16 STATEMENT OF FACTS

17 Respondent, GHOLAMREZA ZANDIAN JAZI and Appellants RAY KOROGHLI and  
18 FRED SADRI became involved in various disagreements over their LLC interests. As a result,  
19 Zandian filed a lawsuit in the Eighth District Court on October 5, 2005 with a First Amended  
20 Complaint on November 8, 2005. Both Respondent and Appellants filed Motions in the District  
21 Court before entering into a written stipulation whereby the dispute was submitted to Binding  
22 Arbitration before Floyd Hale, Esq. The written Stipulation was filed with the Court on November  
23 28, 2005 and stated that "**the arbitration shall be binding with no right to appeal.**" Exhibit 1,  
24 Emphasis added).

25 Arbitrator Hale conducted the arbitration which ultimately resulted in a mutually agreed upon  
26 arbitration award. Accordingly, the dispute was resolved by Arbitrator Hale's September 20, 2006  
27 Arbitration Decision. Exhibit 2. Nevertheless, Appellants immediately filed its first post-arbitration  
28 motion challenging the mutually agreed upon arbitration agreement despite their November 2005

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1 written stipulation filed in District Court agreeing that arbitration was binding with no right to  
2 appeal.

3 The District Court heard Appellants' first post-arbitration motion challenging the arbitration  
4 award and referred the matter back to Arbitrator Hale. Exhibit 3. Thereafter, Arbitrator Hale filed  
5 his March 26, 2007 Arbitration Report and Recommendation to District Court. Exhibit 4.

6 Appellants responded with their second post-arbitration motion challenging the mutually  
7 agreed upon arbitration award. The District Court considered Appellants' second post-arbitration  
8 motions and entered Judgment Confirming Arbitration Award. Exhibit 5.

9 On June 15, 2007, Appellants responded with their third post-arbitration motion challenging  
10 the mutually agreed upon arbitration award. Once again, the District Court considered Appellants'  
11 third post-arbitration award and denied it. Exhibit 6.

## 12 LEGAL ARGUMENT

### 13 I. The Appellants' Stipulated In Writing That The Arbitration Shall Be Binding With No 14 Right To Appeal.

15 The Appellants' Notice of Appeal should be dismissed because the parties agreed that the  
16 arbitration is "binding with no right to appeal." The Appellants' Appeal is in breach of the parties'  
17 Stipulation to arbitrate. The Appellants clearly agreed in a written Stipulation that "the arbitration  
18 shall be binding with no right to appeal" and now violate their agreement upon which the  
19 Respondent reasonably relied. Appellants participated fully in arbitration proceedings before Floyd  
20 Hale and even unsuccessfully requested a modification from Hale. Exhibit 7. Appellants' Appeal  
21 is barred because it disregards the "binding" nature of the Arbitration.

22 The parties' stipulation for binding arbitration without appeal was freely entered into without  
23 grounds for revocation and is valid under Nevada law. The same rules of construction and  
24 interpretation apply to arbitration agreements as apply to contracts generally. See, e.g. Platt v.  
25 Anderson 6 Cal. 4<sup>th</sup> 307, 802 P.2d 158 (1993). The plain language of the Stipulation and Award is  
26 unambiguous. The Award is binding with no right to appeal. Accordingly, the Notice of Appeal  
27 must be dismissed.  
28

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Here, Appellants have not filed a Cost Bond and are not exempted by law. Therefore, the Notice of Appeal is deficient and the Appellants' appeal should be dismissed.

CONCLUSION

Based on the foregoing, Respondent Zandian respectfully request that this Court dismiss the Appeal.

Dated this 3<sup>rd</sup> day of August, 2007.

JOHN PETER LEE, LTD.

BY: 

JOHN PETER LEE, ESQ.

Nevada Bar No. 001768

MICHAEL A. REYNOLDS, ESQ.,

Nevada Bar No. 008631

YVETTE R. FREEDMAN, ESQ.

Nevada Bar No. 009898

830 Las Vegas Boulevard South

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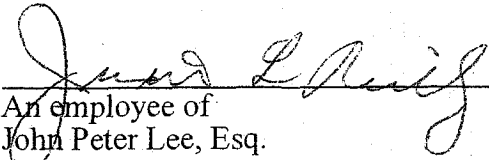
e-mail: info@johnpeterlee.com

Attorneys for Respondent

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on the 3 day of August, 2007, I served a copy of the above and foregoing MOTION TO DISMISS APPEAL upon the appropriate parties hereto, by enclosing it in a sealed envelope, deposited in the United States mail, upon which first class postage was fully prepaid addressed to:

Steven L. Day, Esq.  
Cohen, Johnson & Day  
1060 West Wigwam Parkway  
Henderson, Nevada 89074

  
An employee of  
John Peter Lee, Esq.

**JOHN PETER LEE, LTD.**

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**EXHIBIT "1"**

WFZ2065

JOHN PETER LEE, TD.  
JOHN PETER LEE, ESQ.  
Nevada Bar No. 008631  
MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
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(702) 382-4044 Fax: (702) 383-9950  
Attorneys for Plaintiff

FILED

Nov 28 4 29 PM '05

*Shirley S. Reynolds*  
CLERK

DISTRICT COURT

CLARK COUNTY, NEVADA

GHOLAMREZA ZANDIAN JAZI,

Plaintiff,

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,

Defendants.

CASE NO.: A511131  
DEPT. NO.: XIII 12

DATE: N/A  
TIME: N/A

1334.022860maf

STIPULATION FOR ARBITRATION

IT IS HEREBY STIPULATED by Plaintiff ZANDIAN and Defendants KOROGHLI, SADRI, and STAR LIVING TRUST through their respective attorneys of record that this case be submitted to binding arbitration.

The parties further stipulate as follows:

1. Defendants will postpone the trust deed foreclosure of the 4,485 acre property located in Washoe County until after the arbitration award has been approved by the Court.
2. All motions set by the parties to be heard on November 28, 2005 shall be vacated immediately, which include Defendants' Motion to Dismiss Complaint or in the Alternative to

2 Motion to Continue Summary Judgment.

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G...  
MR

- 3 3. Defendants to serve answer and any counter-claim within five (5) days.
- 4 4. Parties to select a mutually agreeable arbitrator with a real estate/business
- 5 background.
- 6 5. The arbitration shall be binding with no right to appeal.
- 7 6. Both parties to provide an accounting immediately.
- 8 7. All fees and costs of the arbitration to be equally divided among the parties.
- 9 8. No restrictions on discovery unless mutually agreed or directed by the arbitrator.
- 10 9. Parties will make their best efforts to select an arbitrator and conclude the arbitration
- 11 hearing within forty-five (45) to ninety (90) days.
- 12 10. The arbitration hearing will be held at the offices of Plaintiff's counsel unless
- 13 otherwise agreed.

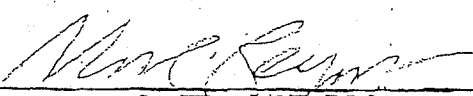
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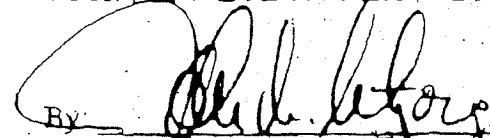
15 DATED this 23 day of November, 2005.

DATED this \_\_\_ day of November, 2005

16 JOHN PETER LEE, LTD.

JOHN M. NETZORG LAW OFFICE

17  
18 By 

By 

19 JOHN PETER LEE, ESQ.  
 Nevada Bar No. 001768  
 20 MICHAEL A. REYNOLDS, ESQ.  
 Nevada Bar No. 008631  
 830 Las Vegas Boulevard South  
 Las Vegas, NV 89101  
 Ph: (702) 382-4044  
 22 Fax: (702) 383-9950  
 Attorneys for Plaintiff

John M. Netzorg, Esq.  
 Nevada Bar No. 33  
 2810 W. Charleston Blvd. #81  
 Las Vegas, NV 89102  
 Attorneys for Defendants,  
 RAY KOROGHLI, FARJORBZ  
 FRED SADRI and STAR LIVING  
 TRUST

RECEIPT OF COPY

RECEIPT OF COPY of the foregoing OPPOSITION TO MOTION FOR REHEARING is hereby acknowledged this 19th day of June, 2007.

JAMS, The Resolution Experts

By: Floyd A. Hale  
Floyd A. Hale, Esq.  
2300 West Sahara Avenue #900  
Las Vegas, Nevada 89102

John M. Netzorg  
John M. Netzorg, Esq.  
2810 West Charleston Boulevard #81  
Las Vegas, Nevada 89102  
Attorneys for Defendants

830 LAS VEGAS BOULEVARD SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

**AFFIRMATION**

Pursuant to NRS 209B.008

The undersigned does hereby affirm that the preceding  
OPPOSITION TO REHEARING  
filed in District Court case number 15-51121  
DOES NOT contain the social security number of any person.

[Signature] Date 6/19/07



CERTIFICATE OF MAILING

I HEREBY CERTIFY that on the 25th day of June, 2007, the foregoing OPPOSITION TO MOTION TO AMEND OR ALTER JUDGMENT PURSUANT TO NRCP 59(e), OR IN THE ALTERNATIVE, MOTION FOR A NEW TRIAL PURSUANT TO NRCP 59(a) was served upon the appropriate parties hereto, by enclosing it in a sealed envelope, deposited in the United States mail, upon which first class postage was fully prepaid addressed to:

Floyd A. Hale, Esq.  
JAMS The Resolution Experts  
2300 West Sahara Avenue Suite #900  
Las Vegas, Nevada 89102  
Arbitrator

John M. Netzorg, Esq.  
Law Offices of John M. Netzorg  
2810 West Charleston #81  
Las Vegas, Nevada 89102  
Attorney for Defendants

*James L. Rief*  
An Employee of  
JOHN PETER LEE, LTD.

AFFIRMATION  
Pursuant to NRS 209B.030  
The undersigned does hereby affirm that the preceding  
OPINION - MIA-ALTER EC AMEND  
filed in District Court case number 0751131  
DOES NOT contain the social security number of any person.  
*[Signature]* Date 6/25/07

NEYS AT LAW  
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**EXHIBIT "2"**

WFZ2070

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, ) Case No. A511131  
13 ) Dept. No. XII  
14 Plaintiff, )  
15 vs. )  
16 RAY KOROGHLI, individually, )  
17 FABIRORZ FRED SADRI, individually, )  
18 and as Trustee of the Star Living Trust, )  
19 WENDOVER PROJECT, LLC, a Nevada )  
20 limited liability company; BIG SPRING )  
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 ARBITRATION DECISION

27 Arbitration Hearings in this matter were conducted for two full days. The parties  
28 submitted voluminous exhibits, depositions and briefs to the Arbitrator. Having reviewed the  
documentation submitted and having heard the testimony and representations of the parties, the  
following Arbitration Decision is entered:

1. The entire interest in the Pah Rah, LLC, property will be transferred to Gholamreza

2300 W. SAHARA AVE., SUITE 900  
LAS VEGAS, NV 89102  
PHONE (702) 457-5267 EMAIL fhaale@toydfhaale.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;

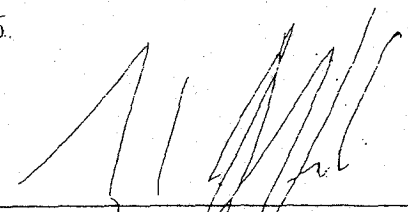
18 5. All of the entities and properties that are the subject of this Arbitration and lawsuit,  
19 including Pah Rah, LLC, the owners of the 300 acres referenced above, the Big Springs Ranch,  
20 LLC, and the Wendover purchase or Wendover Project, LLC, referenced in this lawsuit and  
21 Arbitration 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

1 7. That each party pay their own fees and costs incurred herein.

2 DATED this 20<sup>th</sup> day of September, 2006.

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5 By

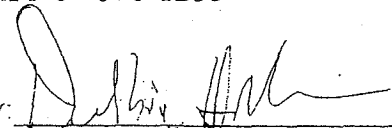
  
FLOYD HALE, Arbitrator  
2300 West Sahara Avenue, #900  
Las Vegas, NV 89102

6  
7  
8 CERTIFICATE OF FACSIMILE AND MAIL

9 I hereby certify that on the 21 day of September, 2006, I faxed and mailed a true and  
10 correct copy of the foregoing addressed to:

11 John Peter Lee, Esq.  
12 830 Las Vegas Boulevard South  
13 Las Vegas, NV 89101  
14 Attorneys for Plaintiffs  
15 Fax No. 383-9950

16 John Netzorg, Esq.  
17 2810 West Charleston Blvd. #H-81  
18 Las Vegas, NV 89102  
19 Attorneys for Defendants  
20 Fax No. 878-1255

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28 By:   
Employee of Jams

2300 W. S  
LAS VEGAS  
PHONE (702) 457-5267

1VE, SUITE 900  
VADA 89102  
EMAIL fhale@floyd hale.com

**EXHIBIT “3”**

*Chaf...*  
CLERK OF THE COURT

JAN 19 4 10 PM '07

FILED

1 **ORD**  
JOHN PETER LEE, LTD.  
2 JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
3 MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
4 830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
5 (702) 382-4044 Fax: (702) 383-9950  
*Attorneys for Plaintiff/Counterdefendant*  
6 **GHOLAMREZA ZANDIAN JAZI**

7 **DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

9 **GHOLAMREZA ZANDIAN JAZI,** )

CASE NO.: A511131  
DEPT. NO.: XI

10 Plaintiff, )

11 v. )

12 **RAY KOROGHLI, individually, FARIBORZ FRED** )  
**SADRI, individually, and as Trustee of the Star** )  
13 **Living Trust, WENDOVER PROJECT, LLC, a** )  
**Nevada limited liability company; BIG SPRING** )  
14 **RANCH, LLC, a Nevada limited liability company,** )  
15 **and NEVADA LAND AND WATER** )  
**RESOURCES, LLC, a Nevada limited liability** )  
16 **company,** )

17 Defendants. )

18 **RAY KOROGHLI, individually and FARIBORZ** )  
**FRED SADRI, individually,** )

19 Counterclaimants, )

20 v. )

21 **GHOLAMREZA ZANDIAN JAZI,** )

22 Counterdefendant. )

23 **WENDOVER PROJECT, LLC,** )

24 Counterclaimant, )

25 v. )

26 **GHOLAMREZA ZANDIAN JAZI,** )

27 Counterdefendant. )  
28

**ORDER ON MOTION TO  
CONFIRM ARBITRATION AWARD  
AND MOTION TO VACATE  
ARBITRATION AWARD**

JOHN PETER LEE, LTD.  
ATTORNEY AT LAW  
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1 GHOLAMREZA ZANDIAN JAZI, )  
2 Counterclaimant, )  
3 v. )  
4 WENDOVER PROJECT, LLC, )  
5 Counterdefendant. )

6 1334.022860-sy

7  
8 **ORDER ON MOTION TO CONFIRM ARBITRATION AWARD AND MOTION TO**  
9 **VACATE ARBITRATION AWARD**

10 Plaintiff, Gholamreza Zandian Jazi's Motion for Confirmation and Entry of Judgment on  
11 Arbitration Award, and Defendants' Ray Koroghli and Fred Sadri's Motion to Vacate Arbitration  
12 Award/Motion to Modify or Correct, came before this Court for hearing January 11, 2007. Holly  
13 A. Fic, Esq., and Michael A. Reynolds, Esq., of the law firm of John Peter Lee, Ltd., appeared on  
14 behalf of Plaintiff and John Netzorg, Esq., appeared on behalf of Defendants.

15 The Court having considered all of the pleadings and papers on file herein and the  
16 representations and arguments of counsel,

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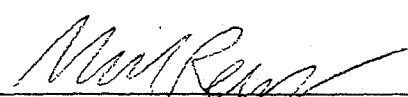
IT IS HEREBY ORDERED that both Motions are denied. The matter is referred back to Arbitrator Floyd Hale to consider the issues set forth in the oral decision, a copy of which is attached hereto as Exhibit "A."

Dated this 18<sup>th</sup> day of January, 2007.

  
HONORABLE ELIZABETH GONZALEZ

RESPECTFULLY SUBMITTED BY:

JOHN PETER LEE, LTD.

BY:   
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COPY

DISTRICT COURT  
CLARK COUNTY, NEVADA

\* \* \* \* \*

JAN 16 10 39 AM '07

GHOLAMREZA Z. JAZI, et al.

Plaintiffs

vs.

RAY KOROGHLI, et al.

Defendants

FILED

CASE NO. A-511131

DEPT. NO. XI  
CLERK OF THE COURT

Transcript of  
Proceedings

BEFORE THE HONORABLE ELIZABETH GONZALEZ, DISTRICT JUDGE

HEARING ON MOTIONS

THURSDAY, JANUARY 11, 2007

RECEIVED  
JAN 16 2007  
JOHN PETER LEE, LTD.

APPEARANCES:

FOR THE PLAINTIFFS:

HOLLY FIC, ESQ.  
MICHAEL A. REYNOLDS, ESQ.

FOR THE DEFENDANTS:

JOHN M. NETZORG, ESQ.

COURT RECORDER:

JILL HAWKINS  
District Court

TRANSCRIPTION BY:

FLORENCE HOYT  
Las Vegas, Nevada 89146  
(702) 221-0246

Proceedings recorded by audio-visual recording, transcript  
produced by transcription service.

WFZ2078

1 LAS VEGAS, NEVADA, THURSDAY, JANUARY 11, 2007, 10:23 A.M.

2 (Court was called to order)

3 THE COURT: Okay: A-511131, Jazi versus Koroghli.

4 (Pause in the proceedings)

5 MS. FIC: Holly Fic, Your Honor, for the plaintiff.

6 Bar Number 7699.

7 MR. REYNOLDS: And Mike Reynolds, also.

8 MR. NETZORG: Good morning, Your Honor. John  
9 Netzorg on behalf of the defendants.

10 (Off-record colloquy - Court and Clerk)

11 THE COURT: Okay. Which motion do you want to do  
12 first, the motion to vacate, or the motion to confirm the  
13 arbitration award?

14 MS. FIC: Since our motion is first, Your Honor, I'd  
15 like to argue first. And I promise I won't be that long. I  
16 have an 11:00 o'clock, actually a settlement conference, to go  
17 to.

18 THE COURT: You saw that the gentleman who was here  
19 earlier kept saying he was going to be brief, and even though  
20 he's not a lawyer, he talked for a really, really long time.

21 MS. FIC: I promise you I won't be --

22 (Off-record colloquy)

23 MS. FIC: Your Honor, hopefully, I mean, I consider  
24 -- you know, we have our motion to confirm an entry of  
25 judgment. We've got a simple premise here. We've got an

1 11/28, 2005, stipulation to arbitration. Not for mediation,  
2 it's for arbitration. The defendants fully agreed to submit  
3 to arbitration and that the arbitration shall be binding with  
4 no right of appeal. It's Exhibit 2. And it shows that the  
5 defendants actually, you know, participated in the language,  
6 because they hand-wrote certain notes that they did or did not  
7 agree to and initialled any changes. But they left the  
8 provision that the arbitration shall be binding with no right  
9 of appeal as unmarked, and therefore it stands. And it is our  
10 stipulation for arbitration.

11 We also had an arbitration scheduling order. The  
12 parties agreed -- specifically, defendants agreed to Mr. Hale  
13 to arbitrate the matter, who, after having heard two full days  
14 of testimony, having reviewed all the exhibits, the  
15 depositions that were submitted, and arguments of counsel on  
16 9/8/06, set forth the parties' stipulation on the record. And  
17 he even stated that -- Mr. Hale stated that he would file an  
18 arbitration decision, to which none of the parties objected.  
19 He fully asked the parties if they would want to participate  
20 in any changes. He asked on two occasions. He invited the  
21 parties to add any additional terms, and they were set on the  
22 record. The court reporter recorded the terms of the  
23 agreement as if it was a stipulated judgment. The arbitrator  
24 recorded these and memorialized the terms, and he even said,  
25 this will completely resolve all claims of the LLCs and the

1 individuals that are involved in this litigation.

2           And consistent with the arbitrator's record of the  
3 September 8th, 2006, resolution, Arbitrator Floyd Hale issued  
4 the arbitration decision. So not only did the parties have  
5 the terms recorded by a court reporter, but this was  
6 formalized by a decision by the arbitrator called an  
7 "Arbitration Decision."

8           So there's case law out there, Your Honor, that when  
9 there's just even the attorneys doing -- who have  
10 authorization to settle and they put it down in writing with  
11 the court reporter, that's almost like EDCR 7.50, which  
12 provides that stipulations should be in writing or entered in  
13 the court minutes.

14           Here we had an arbitration which had gone on for  
15 some time. It wasn't just a one-shot deal. Parties had given  
16 opening testimony -- I mean opening statements, and testimony  
17 was taken and everything like that. So here we have it.  
18 We've got an agreement on the record with counsel present,  
19 with the parties present, and a neutral third-party  
20 arbitrator. The terms were recorded by a court reporter, like  
21 EDCR 7.50, and then it was actually reduced to a writing in  
22 the arbitration decision.

23           And so -- and, you know, and counsel were free to  
24 add anything they want. And then we get it down to where  
25 we're going to have it down -- put it down to writing, have

1 the parties sign these agreements, and they back out. We  
2 prepared everything for them to sign it. And also, too, the  
3 parties had gone back and forth with Arbitrator Hale, asking  
4 to reopen these issues, asking -- and they were denied. And  
5 we did a motion to implement the award, and that was granted  
6 by the arbitrator.

7           So what we're seeking, Your Honor, today is to  
8 confirm and enter this arbitration award and confirm the  
9 decision of the arbitrator, because we don't want to keep  
10 going back and forth. The terms were set forth, the parties  
11 agreed to them, the parties were present, counsel was present,  
12 and we had an arbitrator there. So we would submit that, Your  
13 Honor, please confirm the arbitration decision and enter the  
14 judgment so that the parties will sign the release agreements.

15           THE COURT: Mr. Netzorg.

16           MR. NETZORG: Thank you, Your Honor.

17           As we've argued in the briefs rather extensively,  
18 this started out as an --

19           THE COURT: Very extensively. My son thought I had  
20 more homework than he did last night.

21           MR. NETZORG: I know. And I appreciate it. I know  
22 it's rather voluminous. It's very important, obviously, to  
23 the client.

24           THE COURT: Okay. I understand. It's important to  
25 everybody.

1 MR. NETZORG: And this started out as an  
2 arbitration, and that is correct. And then there were a  
3 couple items that weren't accurate. There were opening  
4 arguments by counsel. The plaintiff gave his direct  
5 examination, and then he was cross-examined on about one third  
6 of the materials, at which point a mediation started. Counsel  
7 argues that as a result of these proceedings that the parties  
8 understand it was put on the record. And, Your Honor, this is  
9 the only place where you see the defendants' participation.

10 But first and foremost, Your Honor, Arbitrator Hale  
11 mentions that he was proud that the parties asked him to  
12 mediate instead of arbitrate. He references that the terms  
13 and conditions will be in the settlement agreement. We'll go  
14 into these in more specifics in a second.

15 But, Your Honor, what has happened is there was a  
16 settlement of this case, and the plaintiffs haven't performed  
17 material terms and conditions, material terms and conditions  
18 that appear in the recorded arbitration statement. And I'd  
19 ask the Court -- it's just a few pages, and we might go  
20 through that and review it, because it is critically  
21 important. This is where the parties' understandings are  
22 discussed. It's Exhibit A to our motion to vacate, which  
23 makes it the easiest to locate, because it's Exhibit A. But  
24 it's attached on numerous occasions. I'm sure the Court's had  
25 a chance to review it. The pagination --

1 THE COURT: What page?

2 MR. NETZORG: Our motion to vacate, Exhibit A.

3 THE COURT: But what page on that?

4 MR. NETZORG: I would ask the Court to turn to  
5 page 4 at the bottom. And my cross-references will be to the  
6 pagination at the bottom of the exhibit, rather -- because for  
7 some reason --

8 THE COURT: This is a rough transcript, so its page  
9 numbers differ from that which is attached to the other  
10 side's, plaintiffs' transcript.

11 MR. NETZORG: Oh. Very good. Very good.

12 THE COURT: I noticed that when I looked at them  
13 last night.

14 MR. NETZORG: Well, thank you, Your Honor. Because  
15 I -- it was most confusing to counsel, as well.

16 But as we review it, after -- and understand this  
17 arbitration lasted for weeks, but that was because we went  
18 over our allotted time and Arbitrator Hale had Fridays  
19 available. So the fact it went on for weeks was not  
20 indicative that the actual -- we were hearing testimony day  
21 in, day out.

22 But Mr. Hale went on the record, and he announces  
23 the case at page 4 and at page 5, and he says -- he says,  
24 "Having heard two full days of testimony and the arguments of  
25 counsel, it appears that the resolution of this case will be



1 as follows. And counsel are free to correct me."

2 And the intention was, Your Honor, that because this  
3 was a settlement and we were putting it on the record, that  
4 the people's intentions -- the parties intentions be added.  
5 This wasn't a decision on the merits. It was exactly what it  
6 was, a settlement, as if I were to come in here and say, Your  
7 Honor, we've settled today, we want to put the terms and  
8 conditions on the record.

9 What were those terms and conditions? Very first  
10 thing -- page 5, Your Honor, of Exhibit A. Very first thing,  
11 to make sure that there was no confusion. "This is pursuant  
12 to a stipulation, obviously, so we want to make sure there is  
13 a universal and complete resolution of all issues." That was  
14 a material consideration.

15 THE COURT: That's you talking, as opposed to Mr.  
16 Hale?

17 MR. NETZORG: That's me, talking, yes. That's the  
18 very first thing after -- after -- just to make sure that that  
19 was on the record, that there wasn't any confusion later and  
20 that someone would try and deny us the benefits of why it was  
21 that we were going to be tendering over \$5 million in  
22 consideration. So this wasn't a situation where we had a car  
23 accident and we were worried about the fender. This was a  
24 real estate case that involves over 40,000 acres of land over  
25 7 square miles of property located in four separate sections

1 that had been acquired at a price in excess of 16 million.

2 And did we not ask to have this recorded?

3 THE COURT: It's always recorded in here.

4 MR. NETZORG: Ah. Very wonderful.

5 THE COURT: Now you're going to get a bill for it.

6 MR. NETZORG: Thank you very much. I appreciate  
7 that. Please send me your bill. I'm too old to be forgetting  
8 that one. But thank the Court to deferring to business  
9 litigants who --

10 Okay. So the defendants were looking for a  
11 universal settlement. And the Supreme Court has held on  
12 innumerable occasions that obviously a settlement and  
13 resolution is a material consideration.

14 Mr. Hale then went on and discussed some portions of  
15 it. He talks about Mr. Zandian [phonetic] at page 6, and he's  
16 going to get the Pahrah [phonetic] property, and the Pahrah is  
17 I believe 4400 -- 4600 acres, and I may be wrong, and he's to  
18 receive it free and clear. Well, that was very important,  
19 that he receive it free and clear, just as it was important to  
20 the defendants that they receive his consideration free and  
21 clear. So the Pahrah land -- this is in Fernley, Nevada, and  
22 it is 4600 acres, but I may be mistaken, it's over a thousand.  
23 At which point on page 7 at line 11 I mention that there's --  
24 there's some engineering that hasn't been done.

25 And then Mr. Lee states -- and this is I take

1 umbrage with the position that's been argued that we didn't  
2 present the arguments or didn't complain at the time. It  
3 says, "John, please do me a favor --" "John" referring to me  
4 at page 7 and line 13 at the top "-- let the gentleman finish.  
5 Let him finish, and we will put our comments --" So he's  
6 asking that we put the comments, I understood it, at the end.

7           So Mr. Hales starts all over and he talks about the  
8 Pahrah property at page 7, line 20, is to be free and clear to  
9 Mr. Zandian.

10           And then on page 8 he talks about 320 acres, also  
11 located in Washoe County, and that's to be free and clear to  
12 Mr. Zandian, because it was very important that it be free and  
13 clear. "Mr. Sadri and Mr. Koroghli will within 30 days from  
14 today pay Mr. Zandian \$250,000." There was nothing about  
15 paying Mr. Lee \$250,000. That's what the parties had  
16 negotiated. They were to pay Mr. Zandian \$250,000. There is  
17 a change subsequently, but that money was money that wasn't  
18 fees awarded to Mr. Lee. That was part of the consideration  
19 we're talking. And this has serious importance to the  
20 defendants because there are tax consequences of this  
21 transaction, there are innumerable other parties involved,  
22 there are other people that hold ownership interests, and  
23 we're -- we address these at a later -- very shortly,  
24 actually.

25           Then at page 9 Mr. Hale goes on and talks about, at

1 line 16, all the LLCs and properties that are subject to this  
2 arbitration herein, including the Pahrah properties and the  
3 Wendover project, waive any claim to reimbursement for  
4 consulting fees.

5           And then he states, "The parties will through  
6 counsel prepare any necessary documents to effect the  
7 transfers of the LLCs and the underlying real estate." This  
8 is page 9, lines 21 through 23. So it's understood that  
9 there's going to be a preparation of further documents.

10           But going on at page 9 on the rough draft, our  
11 Exhibit A, line 24, "And the parties and representatives of  
12 these LLCs will execute all necessary documents to effect this  
13 settlement and arbitration order." This settlement. This is  
14 a settlement and the meeting of the minds. The defendants had  
15 an understanding of what they were to get, and it's expressed  
16 in this document.

17           Now, "Mr. Lee: We would like to have the check  
18 payable to my office for \$250,000." He wants the check made  
19 payable to his office. This is Mr. Zandian's \$250,000. He  
20 wants it payable to his office. There's nothing about he's  
21 supposed to get paid five days in advance, there's nothing  
22 about that the defendants are under a unilateral obligation to  
23 perform.

24           Then, "Mr. Hale: The settlement check will be  
25 payable to John Peter Lee." This is a settlement. This is

1 what we understood. That's what everyone talked about,  
2 settlement agreements and settlement.

3 Then finally, "Anything else?" Now, Mr. Lee had  
4 requested that we put our items -- or withhold them to the  
5 end, so at page 10, line 9, "We would like a mutual release  
6 executed by and between the parties." And Mr. Hale agrees to  
7 that.

8 Then below that we talk about -- page 10, line 13 --  
9 "We need a warranty from the parties that the properties and  
10 interests being transferred haven't been previously  
11 transferred --" this is typical; you're not going to take some  
12 interest not of record with no warranty "-- that the parties  
13 in fact do currently hold these interests --" we want to know  
14 that there hasn't been a conveyance, typical, it would be  
15 boilerplate warranties "-- and that they are capable of  
16 transferring the interests that are subject to this order free  
17 and clear of claims by any third parties." This is at pages  
18 10 and 11 of Exhibit A. Free and clear.

19 Well, Your Honor, we've provided the Court with  
20 Exhibit C1, which is the rights of first refusal that the  
21 plaintiff has assigned all of his LLC interest, he has given a  
22 prior transfer to a limited number of members. In the Big  
23 Springs Ranch, LLC, which is 35,000 acres, there's one other  
24 member, Mr. Abershombie. With the Wendover Project, which is  
25 approximately 67 acres located outside of Wendover, I think

1 there may be 13 other members of the LLC. He was under an  
2 obligation to deliver this free and clear. He has never  
3 tendered his property free and clear. Every tender has been  
4 subject to rights of first refusal in third parties.

5 It is customary -- we went to West, we went to  
6 business transactions and filled out a form assignment of an  
7 LLC or limited partnership interest, and the form assignment  
8 necessarily is the consent from the other parties that hold  
9 rights of first refusal. There are two reasons. One, even  
10 absent a right of first refusal, a transfer without the  
11 consent would liquidate the limited partnership. Mr. Zandian  
12 was receiving thousands of acres free and clear, and he was to  
13 deliver the consideration free and clear. And he has not.

14 And so under the proposed -- you know, why they  
15 would try and cram this thing down, why -- why in the world  
16 would the defendants be required to transfer their assets  
17 encumbered subject to rights of first refusal in third parties  
18 while the plaintiff would receive them free and clear? It  
19 clearly was not the intention. And they have refused to sign  
20 this document. It is in here. We are asking that which is  
21 customary. These are standard, customary requirements.  
22 There's nothing exceptional.

23 Your Honor, also in 100 percent of all escrows  
24 handled in Nevada and everywhere else in the United States of  
25 America the parties to the real estate escrow are required

1 under federal law, 26 USC, Section 1445, to make a declaration  
2 to the Internal Revenue Service of their non-foreign residency  
3 status. That is federal law. Typically that appears in a  
4 separate document.

5 The only change we made to the form document was to  
6 eliminate a number of the provisions and to include the non-  
7 foreign resident declaration because this involved transfers  
8 of interest in real property. Those --

9 MS. FIC: I don't mean to interrupt. Can we  
10 clarify? I don't -- how are we in an escrow? I mean, I don't  
11 think escrow even applies. I mean, I --

12 THE COURT: You've got to do an escrow.

13 MS. FIC: You do?

14 THE COURT: You have land that you're transferring,  
15 right?

16 MS. FIC: Okay.

17 THE COURT: So --

18 MS. FIC: Well, because we -- we did quitclaim  
19 deeds, and we sent over all the paperwork and --

20 MR. NETZORG: Excuse me. I'm sorry. I waited  
21 for --

22 THE COURT: Somebody not going to tell the IRS about  
23 this transaction? Because that would be bad.

24 MS. FIC: I just didn't think there had to be  
25 escrow.

1 THE COURT: That's all right.

2 MR. NETZORG: Then -- so this -- this is the essence  
3 of the transaction. Why would we -- why would we take  
4 interests that were encumbered by third parties so that we  
5 could invite future litigation when the whole -- the very  
6 first thing I said is, Your Honor, we need a universal  
7 settlement? This is a universal settlement. We don't -- we  
8 want the property free and clear. They have consistently  
9 refused.

10 On that issue, we were provided blank quitclaim  
11 deeds with runoffs from some database, no legal description  
12 incorporated in them, where we would just sign them in blank  
13 and hand them to the defendant. We're supposed to give five  
14 days before we get anything a quarter of a million dollars to  
15 the attorney. Where this requirement came from I cannot  
16 fathom. "I'll let the two of you to work out the language."

17 Well, Your Honor, I didn't think taking a --  
18 whatever. I took a form document as I would have done in any  
19 other transaction for an assignment of an LLC interest,  
20 especially -- this wasn't -- if it was five or ten dollars,  
21 maybe you could do it on a cocktail napkin like the one the  
22 plaintiffs put together, but any other document would have  
23 necessarily have required, you know, the representations to  
24 which the parties had agreed.

25 Then looking at page 11, line 2, I mentioned that



1 they were speaking of three married guys, we want to know if  
2 they're speaking for the community interest of their spouses  
3 on each and every one that is transferred. This was  
4 specifically in the -- in the transcript. And why was this  
5 important?

6 We've given you the history of the Dutch Shipyard.  
7 The testimony -- cross-examination of Mr. Zandian had simply  
8 covered the Dutch Shipyard transaction. We hadn't even gotten  
9 much beyond that. This is a case where in 1997 he had signed  
10 off for \$2.1 Dutch guilders. He settled with his Dutch  
11 partner to sell his interest. One year later he rescinds that  
12 transaction, that settlement, that global release, premised on  
13 the fact his wife hadn't signed. So with that track history  
14 these were documents in there. It was critically important  
15 that the wife sign, because we knew that the last major  
16 settlement that he was involved in, he'd used that for  
17 rescission. And he testified that eight years later he still  
18 had that Dutch Shipyard tied up in litigation over the wife  
19 issue and his French bankruptcy.

20 Then he showed up at the hearing with a liquidacione  
21 fiduciare [phonetic], a personal bankruptcy filing that he had  
22 in France. And he testified that this litigation involved his  
23 -- his -- he said it was his corporate bankruptcy in France,  
24 so we, having been alerted to that, as with anyone, as if --  
25 if he'd been in bankruptcy in Oklahoma and the consideration

1 that he paid for the interest was in litigation in bankruptcy  
2 court, we asked for an order from the court verifying that  
3 they had no interest -- this was subsequently, but, I mean,  
4 yeah, we wanted it free and clear, and one of the things was  
5 free and clear of the bankruptcy interest.

6 "Mr. Lee: With regard to the spouses issue --" at  
7 page 12, line 6 "-- we can work out the form of the details.  
8 I'm not concerned about this." This is in response to  
9 Arbitrator Hale's, "We may want spouses to sign."

10 So it wasn't even an issue. It wasn't an issue  
11 until four days later, when Mr. Lee said the spouses weren't  
12 going to sign. And that's where the problems started, when  
13 the plaintiff immediately reneged on the agreement and how has  
14 come in and said, well, gee, the arbitrator wrote a form  
15 that's completely inconsistent with everyone's understanding  
16 and the record and we're going to cram that down your throat,  
17 we're not going to have the spouses sign, we're not going to  
18 provide clear title to the LLC interests, we're going to give  
19 you an assignment subject to rights of first refusal that will  
20 guarantee the liquidation of your entities.

21 There's another provision in the LLC agreements that  
22 provides on the resignation that the LLC shall dissolve. So  
23 without -- they prepared a separate resignation form to  
24 guarantee that they would have that resolved.

25 So the defendants are asked to transfer what

1 arguably could be millions of dollars in assets and in  
2 consideration for nothing. And that was not the  
3 understanding.

4           Then once again I point at page 12, lines 16 and 17,  
5 "That is fine. That can be in the settlement agreement."  
6 Once again we're talking about the settlement agreement. This  
7 is page 12, lines 16 and 17, when I'm talking about the  
8 warranties and satisfaction. So the notion that this was not  
9 a settlement agreement, we're calling it a settlement  
10 agreement, here it's the settlement agreement, everybody knew  
11 there was going to be a settlement agreement -- no one in  
12 their wildest imaginations dreamed that something would be  
13 concocted completely inconsistent with this, denying the  
14 defendants any of the benefits that they'd negotiated for.

15           At the next page, page 13, line 22, "We want to do  
16 an allocation of the purchase price." If we were transferring  
17 five and a half million dollars or more in assets and there  
18 was potentially rights of first refusal, we couldn't have the  
19 situation which the defendants have intentionally engineered.  
20 Big Springs Ranch, for instance. There's a recital that  
21 \$250,000 is to go for the waiver of the Big Springs Ranch  
22 issue. There are four members -- or there -- of Big Springs  
23 Ranch, arguably. If you just waived the interest, then all  
24 those members, even Mr. Abershombie, who's not a party to the  
25 litigation and not paying any consideration, would be the

1 beneficiary of that grandess.

2           The parties paid \$2.8 million for that property, and  
3 to say, well, we're going to allocate a \$250,000 value? No.  
4 I mean, for tax purposes, for basis purposes it was important  
5 that the consideration that the defendants were tendered would  
6 be allocated and there'd be some correlation between the  
7 values and the allocation made. What do we get? \$250,000 for  
8 a waiver of the Big Springs Ranch interest. So that in effect  
9 gives us nothing. It permits the other partner to, arguably,  
10 I guess, under that resolution exercise a right of first  
11 refusal, which would allow him to buy an interest for a  
12 fraction of what it cost three years previously. "Mr. Lee:  
13 You can allocate anything you want to." "Mr. Netzorg: That  
14 is good, as long as you understand." It was important to us.

15           And then finally, on page 14 -- and I'd mentioned  
16 the candy's been excellent because the arbitrator had candy  
17 there and we were going on and on, eating this candy. "And  
18 then there is -- with the understanding that those items --  
19 thank you very much for the excellent job you did."

20           Your Honor, I've said those items were all important  
21 to us. This is a part and parcel of our consideration. We  
22 have not been provided it. There have been quitclaim deeds,  
23 there've been grant, bargain and sale deeds. There's no  
24 spouses. The assignments contained -- are subject to rights  
25 of first refusal. So obviously, Your Honor, there was no

1 meeting of the minds. The plaintiff steadfastly refuses to  
2 perform any of those. And this is -- these were material  
3 consideration which was not provided.

4 When we filed -- and under the rules, Your Honor,  
5 there's a requirement that you file within 20 days of the  
6 decision. All of a sudden here comes the decision. So --

7 THE COURT: Which one? Because I've got three.

8 MR. NETZORG: The first one.

9 So within 20 days you have to move to modify under  
10 the rules. That's what we did. We put our motion to modify  
11 in, it was delivered to the arbitrator's office, and an hour  
12 later we had a decision denying our motion. There was never a  
13 settlement agreement.

14 Then there was a motion to enforce the award. The  
15 arbitrator correctly said he had no authority to enforce the  
16 award, take it to District Court, I believe was --

17 And then finally there was a motion to implement the  
18 award. It went under advisement. Out of the blue here comes  
19 an implementation order from the plaintiff, which doesn't deal  
20 with the spouses, doesn't deal with our rights of first  
21 refusal, doesn't deal with the fact that the LLCs will be  
22 dissolved by the documents that have been prepared, doesn't  
23 even address our request that they sign our form assignment  
24 provision and get the consent. And the next day that comes  
25 back basically signed by the arbitrator.

1           Now we have these motions in here, and we're  
2 pretending the apples are oranges. It was a settlement  
3 agreement, everyone knew it was a settlement agreement, the  
4 settlement's put on the record. Even today the argument is  
5 they put the settlement on the record. And the plaintiffs  
6 haven't performed.

7           So if we were to stuff this down the defendants'  
8 throats and give them nothing when their intention was clearly  
9 to the contrary, then these are the very items which are  
10 reviewable under NRS Chapter 38. You look for modification of  
11 the award; was there an evident mathematical miscalculation or  
12 an evident mistake in the description of a person, thing or  
13 property; the arbitrator's made a award on a claim not  
14 submitted to him; the award is imperfect in matter of form not  
15 affecting the merits. "The motion to modify or correct an  
16 award pursuant to this section may be joined with a motion to  
17 vacate the award."

18           Well, the reason that you put things on the record  
19 is so you have a record of it. And that reflects what the  
20 parties' intentions were. And the other, later items do not.  
21 There wasn't any substantive changes. There is a  
22 misinterpretation of that which was clear and unambiguous.  
23 And it's so one-sided. Why are these requirements that we  
24 transfer our assets free and clear and they transfer them to  
25 us -- well, they don't even transfer them to us. They give us

1 their title subject to third parties' rights and interests and  
2 potentially bankruptcy court's ownership.

3           And, Your Honor, also, additionally, if you look at  
4 it, I mean, just for the purposes of doing the analysis on the  
5 vacation, the process itself, you know, was there fraud or was  
6 this an undue process. Well, this was an undue process. You  
7 don't have people do a settlement, tell them it's a  
8 settlement, tell them there's going to be a settlement  
9 agreement, and then say, oh, here's an award -- here's an  
10 award and we're going to treat this as if I'd actually  
11 conducted the trials.

12           The defendants had numerous witnesses that they were  
13 going to call. None of them were called. One of the  
14 plaintiffs' witnesses was -- the plaintiff was called and  
15 direct examination. There was no testimony from the other  
16 witnesses. There was no testimony by the defendants.

17           So, Your Honor, for these reasons there just has  
18 been no meeting of the minds. And this is reflected -- the  
19 statutory grounds for the vacation are met. This settlement  
20 has not been fulfilled. And, Your Honor, basically we had a  
21 mediation, obviously there was not a meeting of the minds and  
22 material consideration. We would ask that the matter be  
23 reverted with a new arbitrator. Because if the parties  
24 haven't decided, then let them go arbitrate. If all these  
25 plaintiffs are going to give us is clouded title to the assets

1 that we were to pay five and a half million dollars for, then  
2 obviously there's no meeting of the minds, go arbitrate.

3 Under the circumstances, Your Honor, it should be in  
4 front of a new arbitrator because of the involvement in the  
5 mediation. And the other bases are articulated in our motion.  
6 And the other issues that this -- you know, the fact that for  
7 some reason why when we submitted our documents they were  
8 summarily denied without even consideration and without -- we  
9 do our motion for -- to modify, we have our form assignment  
10 agreement with no oppositions filed, nothing, just, bam,  
11 denied. You know, we have our final motion, implementation,  
12 which we consider as under consideration raising many of these  
13 issues. I mean, how can we just arbitrarily not comply with  
14 federal law? How can we leave the spouses out? How can we  
15 ignore the rights of first refusal? We can't. That  
16 invalidates the procedure.

17 The only question is what's the remedy. And the  
18 remedy under the circumstances where the arbitrator has  
19 performed a mediation is to send it to a new arbitrator and  
20 let the parties finalize it, give the defendants an  
21 opportunity to testify. The defendants have not. The  
22 defendants were told repeatedly the settlement, settlement,  
23 this is a settlement, there'll be an agreement, put your items  
24 at the end. They were put there at the end without objection,  
25 and then summarily eliminated, the very consideration that



1 formed the basis of the settlement removed.

2           So the defendants were denied under the statutes,  
3 NRS 38, basically what amounts to their day in court. And  
4 there's no pretense that this was a complete, full and fair  
5 hearing, nor did the parties intend that it be such. They  
6 settled it, they put the settlement on the record. The  
7 plaintiffs are now disagreeing and started immediately, our  
8 spouses won't sign, that'll be confusing. Well, we didn't get  
9 the benefit -- had they notified us the day that we were  
10 putting it on the record, it never would have happened.

11           And the other items I detailed in my opposition to  
12 their motion and their reply. So thank you, Your Honor.

13           THE COURT: Okay.

14           MS. FIC: Your Honor, I have a suggestion, okay.  
15 Because what I keep hearing is settlement, settlement,  
16 settlement. We agree there was a settlement. I did say  
17 settlement, okay. But the settlement terms were -- the terms  
18 -- essential terms were put in -- recorded by a -- on the  
19 transcript by the court reporter. So we have the essential  
20 terms, okay.

21           THE COURT: You do.

22           MS. FIC: What I'm hearing is --

23           THE COURT: And you're missing some of the things in  
24 the documents you have as to those essential terms.

25           MS. FIC: Okay. And that's -- okay, Your Honor, so

1 fine. So if we have the essential terms, if we've got  
2 disputes with this, why don't we -- okay. I don't want to do  
3 a new arbitrator, because that's going to be costs to both  
4 parties. It's not going to be efficient. Arbitrator Hale was  
5 agreed to --

6 THE COURT: I'm going to solve your problem. It's  
7 really easy. I'm going to refer the matter back to Floyd Hale  
8 for further proceedings, consistent with the 9/8/06  
9 transcript. Those will include getting the mechanism for the  
10 spouses of the parties to sign the documents, getting a  
11 mechanism for the waiver of the release of the rights of first  
12 refusal that exist, entering into the settlement agreement the  
13 parties entered into. If he is unable to reach an agreement  
14 among the parties, then I will have the final word. I --

15 MS. FIC: Because, Your Honor --

16 THE COURT: Wait, wait, wait. I'm not done.

17 MS. FIC: Okay. Sorry, Your Honor.

18 THE COURT: Okay. I recommend -- this is not an  
19 order -- that an escrow be opened for the transfers of the  
20 real property. If you are merely transfer interests in an  
21 LLC, which has different tax consequences to both of your  
22 clients, I don't think it's necessary for an escrow to be  
23 opened. But if you're transferring real property, which is  
24 what it currently looks like to me you were trying to do based  
25 upon the settlement, then an escrow needs to be opened.

1 I'm referring it back to Mr. Hale, since I would  
2 typically in a case where a settlement was reached and there  
3 was a mediator or arbitrator involved refer it to that  
4 individual for some additional work with you to try and  
5 resolve those disputed issues, since they were there at the  
6 time you reached the settlement. Hopefully I have a  
7 transcript that helps me. If you are unable to reach an  
8 accommodation after speaking to Mr. Hale, then I will reach an  
9 accommodation, because I have a transcript, and I'll make a  
10 decision. And it won't be one that anybody's tax benefits are  
11 in favor of, because there's no indication in the transcript  
12 that you're going to work together to minimize tax  
13 consequences to each other, which sometimes I see in  
14 settlement agreements. And I didn't see that in this one.

15 MS. FIC: Yeah. 'Cause the only concern was I  
16 didn't want to have like maybe one wife not sign, because  
17 there's a lot of -- you know, one wife not signing upset the  
18 whole thing.

19 THE COURT: The wives have to sign. That was part  
20 of the deal you guys cut. You cut a deal the wives are going  
21 to sign. The wive's have got to sign.

22 MS. FIC: We --

23 THE COURT: That was part of the discussion on  
24 September 8th during the --

25 MS. FIC: Floyd Hale said that, but then it was not

1 added to at the end of it that we were required to have all  
2 the wives sign. Because here's the thing, they're non-  
3 parties. And what happens if one --

4 THE COURT: How are you going to -- wait now. This  
5 is just really common sense.

6 MS. FIC: Okay.

7 THE COURT: How are you going to transfer an  
8 interest in real property which may be owned by both of the  
9 people and the wife has a claim, especially in places where it  
10 is voidable if you do not have the spouse sign? How are you  
11 going to transfer that property free and clear?

12 MS. FIC: Because the husbands -- I mean, there's  
13 NRS statutes --

14 THE COURT: Okay. I'm going to send you back to Mr.  
15 Hale, and the wives need to sign. Spouses need to sign, and  
16 the people who have the first right of refusal need to waive.

17 MS. FIC: So we'll come back to you if one of the  
18 wives refuse. That's the only thing. I just don't want to --

19 THE COURT: You're going to come back to me if you  
20 are unable to reach an agreement, if you need me to confirm an  
21 order. You are also going to come back to me if there is any  
22 problem in the implementation of the agreement.

23 But you reached a settlement, it was put on the  
24 record. You've got to have a settlement agreement. I know  
25 that Mr. Hale drafted an arbitration award, because he

1 conducted a portion of the arbitration. And I don't really  
2 have a problem with that, but we need to have the  
3 documentation consistent with the discussions that were --  
4 that occurred on September 8th, 2006, which are a part of the  
5 actual record the court reporter made, at which time both  
6 parties stipulated in front of the arbitrator that they had  
7 agreed to go to as part of the extrajudicial proceedings,  
8 which in my mind makes it an enforceable settlement. Okay.

9 MR. NETZORG: Thank you, Your Honor.

10 THE COURT: Have a lovely day.

11 MR. NETZORG: We appreciate it. Happy New Year.

12 MS. FIC: Thank you, Your Honor.

13 MR. NETZORG: Happy to have business court back.

14 THE COURT: Any more business court cases you want  
15 to send me, send them along.

16 (Off-record colloquy)

17 THE PROCEEDINGS CONCLUDED AT 9:59 A.M.

18 \* \* \* \* \*

CERTIFICATION

I CERTIFY THAT THE FOREGOING IS A CORRECT TRANSCRIPT FROM THE AUDIO-VISUAL RECORDING OF THE PROCEEDINGS IN THE ABOVE-ENTITLED MATTER.

AFFIRMATION

I AFFIRM THAT THIS TRANSCRIPT DOES NOT CONTAIN THE SOCIAL SECURITY OR TAX IDENTIFICATION OF ANY PERSON OR ENTITY.

FLORENCE HOYT  
LAS VEGAS, NEVADA 89146  
(702) 221-0246

*Florence M. Hoyt*

\_\_\_\_\_  
FLORENCE HOYT, TRANSCRIBER

1/16/07  
DATE

AFFIRMATION  
Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding \_\_\_\_\_

Order on Motion to Confirm Arbitration Award and Motion to Vacate  
Arbitration Award

(Title of Document)

filed in District Court Case number A511131

Does not contain the social security number of any person.

-OR-

Contains the social security number of a person as required by:

A. A specific state or federal law, to wit: \_\_\_\_\_

\_\_\_\_\_  
(State specific law)

OR-

B. For the administration of a public program or for an application for a federal or state grant.



Signature

January 17, 2007

Date

Michael A. Reynolds, Esq.

Print Name

Attorney for Plaintiff, Gholamrez Zandian

Title

**EXHIBIT "4"**

**WFZ2108**



1 ARB  
2 FLOYD A. HALE, ESQ.  
3 Nevada Bar No. 1873  
4 JAMS  
5 2300 W. Sahara, #900  
6 Las Vegas, NV 89102  
7 Ph: (702) 457-5267  
8 Fax: (702) 437-5267  
9 Arbitrator.

RECEIVED  
MAR 02 2007

JOHN PETER LEE, LTD.

DISTRICT COURT

CLARK COUNTY, NEVADA

10 GHOLAMREZA ZANDIAN JAZI, ) Case No. A511131  
11 ) Dept. No. XII  
12 Plaintiff, )  
13 vs. )  
14 RAY KOROGHLI, individually, )  
15 FABIRORZ FRED SADRI, individually, )  
16 and as Trustee of the Star Living Trust, )  
17 WENDOVER PROJECT, LLC, a Nevada )  
18 limited liability company; BIG SPRING )  
19 RANCH, LLC, a Nevada limited liability )  
20 company, and NEVADA LAND AND )  
21 WATER RESOURCES, LLC, a Nevada )  
22 limited liability company, )  
23 Defendants. )

ARBITRATOR REPORT AND RECOMMENDATION TO  
DISTRICT COURT

24 This matter was submitted to Arbitration and Arbitration Hearings were conducted for two  
25 days, as well as the submission of voluminous exhibits, depositions and briefs. During the  
26 Arbitration proceeding, the parties agreed to meet with the Arbitrator in an effort to resolve the  
27 dispute. With agreement of counsel, the parties met directly with the Arbitrator and an agreement  
28 for a final conclusion of this matter was read into the record, being recorded by a court reporter.

STER SUITE 900  
2300 W. SAHARA LAS VEGAS, NV 89102  
PHONE (702) 457-5267 EMAIL fhaile@lloydshale.com

1 The undersigned then issued an Arbitration Decision based upon the evidence submitted as well  
2 as the agreement of the parties.

3  
4 On January 11, 2007, counsel for the parties conducted a hearing before this Court  
5 regarding confirmation of the Arbitration Award. Counsel for the parties could not reach an  
6 agreement as to what documents needed to be signed to effect the Arbitration Decision. For that  
7 reason, the matter was referred back to the Arbitrator for further proceedings. The actual  
8 reference, contained in page 25, line 6-14 of the January 11, 2007, transcript is as follows:

9  
10 THE COURT: I'm going to resolve your problem. Its real easy. I am  
11 going to refer the matter back to Floyd Hale for further proceedings,  
12 consistent with the 9/8/06 transcript. Those will include getting the  
13 mechanism for the spouses of the parties to sign the documents, getting  
14 a mechanism for the waiver of the release of the rights of first refusal  
15 that exist, entering into the settlement agreement the parties entered  
16 into. If he is unable to reach an agreement among the parties, then I  
17 will have the final word.

18 The District Court has already indicated that wives of the principals will need to sign  
19 documents. The following report and recommendation will reference the parties to the  
20 Arbitration with the understanding that the District Court has already indicated that wives for  
21 those parties will be required to sign all necessary documents.

22 IT IS REPORTED AND RECOMMENDED to the Court that the following documents  
23 will need to be executed by the parties and their wives:

24 4,400 acres of real estate, owned by Poh Rah, LLC: The only members of the Pah Rah,  
25 LLC are the parties to this action: Zandian Jazi; Ray Koroghli and Fred Sadri. These parties will  
26 be required to sign a Grant Bargain Sale Deed to transfer the 4,400 acres of real estate to Zandian  
27 Jazi. Fred Sadri will need to execute a full reconveyance of the Deed of Trust and release the  
28 Promissory Note which was secured by the Deed of Trust as to this property. The parties will also

1 have to sign a waiver of any right of first refusal to this property.

2           320 acres owned by Big Springs Ranch, LLC. The only members of the Big Springs  
3 Ranch LLC, are the parties to this action and Mr. Abrishami. If Mr. Zandian Jazi can obtain the  
4 signature of Mr. Abrishami on a Deed to transfer this property, then the parties to this action must  
5 all execute a Grant Bargain Sale Deed transferring this real estate to Zandian Jazi. If Mr. Jandian  
6 Jazi is unable to obtain the signature of Mr. Abrishami, then Mr. Sadri and Mr. Koroghli are  
7 required to sign a Quit Claim Deed from Big Springs Ranch, LLC to Zandian Jazi to sign waivers  
8 of rights of first refusal.  
9

10  
11           \$250,000.00 Payment to Zandian Jazi: There has been a dispute as to what entity is  
12 responsible for making this payment. During the Arbitration Proceedings, as well as during prior  
13 meetings with the parties, it was represented to the Arbitrator that Mr. Sadri and Mr. Koroghli  
14 would make this payment. It is Recommended that either Mr. Sadri or Mr. Koroghli, or both, are  
15 individually responsible for this payment. Sadri and Koroghli may, however, execute the  
16 payment check or draft in whatever representative capacity that they believe is the most  
17 appropriate.  
18

19           Transfer of Wendover Project, LLC Interest: Zandian Jazi has agreed to waive or transfer  
20 any interest that he has, if any, in the Wendover Project, LLC. Mr. Netzorg has argued that it is  
21 incumbent upon Mr. Zandian Jazi to obtain signatures on waivers of rights of first refusal from  
22 all members of the LLC. This was not part of the settlement agreement and the District Court  
23 should be aware that the Defendants contested that Zandian Jazi even owned rights in the  
24 Wendover Project, LLC at the time of the arbitration.  
25

26  
27           It is the Report and Recommendation of the Arbitrator that Zandian Jazi sign a transfer  
28 of all interest that he owns in the Wendover Project, LLC directly to: "Wendover Project, LLC."

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 allocation of interest, then it is  
5 their responsibility to do so. Before distributing Mr. Zandian Jazi's interest, the managing  
6 members of the LLC should either distribute that interest in accordance with the operating  
7 agreements or, alternatively, obtain whatever signatures that the managing members determine  
8 are necessary to make a different distribution or allocation of that interest. It would seem unfair  
9 to place this burden on the transferring party who is merely transferring his interest to the entire  
10 Wendover Project, LLC.

11 Big Springs Ranch, LLC: As with the Wendover Project, LLC, Mr. Zandian Jazi will be  
12 required to execute a transfer of interest and waiver of any interest of the Big Springs Ranch,  
13 LLC, directly to: "Big Springs Ranch, LLC." He must also execute a waiver of right of first  
14 refusal that he would have under that LLC. As stated with the Wendover Project, LLC, it is the  
15 duty of the managing members of the Big Springs Ranch, LLC, to make an appropriate  
16 distribution or allocation of this interest. The remaining managing members of the Big Springs  
17 Ranch, LLC must either transfer the property as required by the operating agreement or obtain  
18 whatever waivers of rights of first refusal that are necessary to make a transfer which they believe  
19 are necessary.

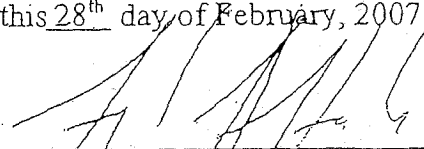
20  
21  
22  
23  
24 CONCLUSION:

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

1 obtain waivers of rights of first refusal to make a different distribution, they are certainly free to  
2 do so. That should not be the burden of Mr. Zandian Jazi.

3  
4 Mr. Netzorg has also asked for numerous documents regarding a purported transfer of Mr.  
5 Zandian Jazi's shipyard stock. There was absolutely no evidence that any entity related to these  
6 proceedings acknowledged receipt of that stock or issued any credit related to receipt of that  
7 stock. Although that stock was discussed during the Arbitration proceedings, there was no  
8 competent evidence regarding that stock being relevant to the Arbitration proceedings.

9  
10 RESPECTFULLY SUBMITTED this 28<sup>th</sup> day of February, 2007.

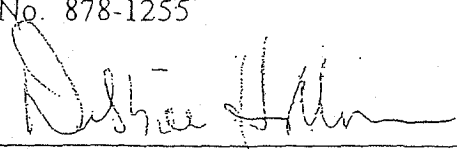
11  
12 By:   
13 FLOYD A. HALE  
14 2300 W. Sahara, #900  
15 Las Vegas, NV 89102  
16 Arbitrator

17 CERTIFICATE OF FACSIMILE AND MAIL

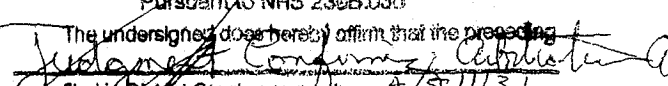
18 I hereby certify that on the 28<sup>th</sup> day of February, 2007, I faxed and mailed a true and  
19 correct copy of the foregoing addressed to:

20 John Peter Lee, Esq.  
21 830 Las Vegas Boulevard South  
22 Las Vegas, NV 89101  
23 Attorneys for Plaintiffs  
24 Fax No. 383-9950

25 John Netzorg, Esq.  
26 2810 West Charleston Blvd. #H-81  
27 Las Vegas, NV 89102  
28 Attorneys for Defendants  
29 Fax No. 878-1255

30 By:   
31 Employee of Jams

32 AFFIRMATION  
33 Pursuant to NRS 230B.030

34 The undersigned does hereby affirm that the preceding  
35   
36 filed in District Court case number A/S 11131  
37 DOES NOT contain the social security number of any person.

38 Date 6/8/07

SPECI  
TER  
2300 W. SAHARA SUITE 900  
LAS VEGAS, NV 89102  
PHONE (702) 457-5267 EMAIL fhale@floydahale.com

**EXHIBIT "5"**

WFZ2114

1 NOEJ  
JOHN PETER LEE, LTD.  
2 JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
3 MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
4 830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
5 (702) 382-4044 Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant  
6

FILED

JUN 8 4 27 PM '07

*Clark*  
CLERK OF THE COURT

7 DISTRICT COURT  
8 CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDIAN JAZI,  
10 Plaintiff,  
11 v.  
12 RAY KOROGHLI, individually, FARIBORZ FRED  
13 SADRI, individually, and as Trustee of the Star  
Living Trust, WENDOVER PROJECT, LLC, a  
14 Nevada limited liability company; BIG SPRING  
RANCH, LLC, a Nevada limited liability company,  
15 and NEVADA LAND AND WATER  
RESOURCES, LLC, a Nevada limited liability  
16 company,  
17 Defendants.

CASE NO.: A511131  
DEPT. NO.: XI

*[Signature]*  
NOTICE OF ENTRY OF  
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 GHOLAMREZ ZANDIAN JAZI,  
22 Counterdefendant.

24 WENDOVER PROJECT, LLC,  
25 Counterclaimant,

26 v.  
27 GHOLAMREZ ZANDIAN JAZI,  
28 Counterdefendant.

ATTN: AS AT LAW  
830 LAS VEGAS BOULEVARD SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

ATTY S 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 PLEASE TAKE NOTICE that an JUDGMENT CONFIRMING ARBITRATION was filed  
8 in the above matter on the 8th day of June, 2007. A copy of said JUDGMENT is attached hereto.

9 DATED this 8th day of June, 2007.

10 JOHN PETER LEE, LTD.

11  
12 BY: 

13 JOHN PETER LEE, ESQ.

Nevada Bar No. 001768

14 MICHAEL A. REYNOLDS, ESQ.

Nevada Bar No. 008631

830 Las Vegas Boulevard South

Las Vegas, Nevada 89101

15 Ph: (702) 382-4044/Fax: (702) 383-9950

16 Attorneys for Plaintiff/Counterdefendant

Gholamreza Zandian Jazi



ATTORNEYS AT LAW  
830 LAS VEGAS BOULEVARD SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

RECEIPT OF COPY

RECEIPT OF COPY of the foregoing NOTICE OF ENTRY OF JUDGMENT  
CONFIRMING ARBITRATION AWARD is hereby acknowledged this 6 day of June, 2007.

JAMS, The Resolution Experts

By: Floyd A. Hale, Esq.  
2300 West Sahara Avenue #900  
Las Vegas, Nevada 89102

John M. Netzorg, Esq.  
2810 West Charleston Boulevard #81  
Las Vegas, Nevada 89102  
Attorneys for Defendants.

**AFFIRMATION**  
Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding  
NOE / JUDGMENT  
filed in District Court case number 251131  
DOES NOT contain the social security number of any person.

[Signature] Date 6/8/07

1 JUDGE  
JOHN PETER LEE, LTD.  
2 JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
3 MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
4 830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
5 (702) 382-4044 Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant

FILED

JUN 8 10 50 AM '07

*[Signature]*  
CLERK OF THE COURT

7 DISTRICT COURT

8 CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDIAN JAZI, )

10 Plaintiff, )

11 v. )

12 RAY KOROGHLI, individually, FARIBORZ FRED )  
SADRI, individually, and as Trustee of the Star )  
13 Living Trust, WENDOVER PROJECT, LLC, a )  
Nevada limited liability company; BIG SPRING )  
14 RANCH, LLC, a Nevada limited liability company, )  
and NEVADA LAND AND WATER )  
15 RESOURCES, LLC, a Nevada limited liability )  
company, )

16 Defendants. )

17 \_\_\_\_\_ )  
18 RAY KOROGHLI, individually and FARIBORZ )  
FRED SADRI, individually, )

19 Counterclaimants, )

20 v. )

21 GHOLAMREZA ZANDIAN JAZI, )

22 Counterdefendant. )

23 \_\_\_\_\_ )  
24 WENDOVER PROJECT, LLC, )

25 Counterclaimant, )

26 v. )

27 GHOLAMREZA ZANDIAN JAZI, )

28 Counterdefendant. )

CASE NO.: A511131  
DEPT. NO.: XI

**JUDGMENT CONFIRMING**  
**ARBITRATION AWARD**

DATE: 6-5-07  
TIME: 9:00 a.m.

830 LAS VEGAS VFW 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 PLEASE TAKE NOTICE that an JUDGMENT CONFIRMING ARBITRATION was filed  
8 in the above matter on the 8th day of June, 2007. A copy of said JUDGMENT is attached hereto.

9 DATED this 8th day of June, 2007.

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

20 Gholamreza Zandian Jazi

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28  
A.J.J. SAI LAW  
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RECEIPT OF COPY

RECEIPT OF COPY of the foregoing NOTICE OF ENTRY OF JUDGMENT  
CONFIRMING ARBITRATION AWARD is hereby acknowledged this \_\_\_\_ day of June, 2007.

JAMS, The Resolution Experts

By:

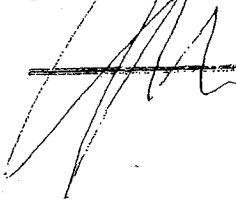
Floyd A. Hale, Esq.  
2300 West Sahara Avenue #900  
Las Vegas, Nevada 89102

John M. Netzorg, Esq.  
2810 West Charleston Boulevard #81  
Las Vegas, Nevada 89102  
Attorneys for Defendants

ALLIANCE SAILLAW  
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**AFFIRMATION**  
Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding  
NOE / JUDGMENT  
filed in District Court case number CS11131  
DOES NOT contain the social security number of any person.

  
Date 6/8/07

AT TOP AT LAW  
830 LAS VEGAS, NEVADA 89101  
U LEVARD SOUTH  
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1 JUDGE  
JOHN PETER LEE, LTD.  
2 JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
3 MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
4 830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
5 (702) 382-4044 Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant  
6

7 DISTRICT COURT

8 CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDIAN JAZI,  
10 Plaintiff,

CASE NO.: A511131  
DEPT. NO.: XI

11 v.

12 RAY KOROGHLI, individually, FARIBORZ FRED  
SADRI, individually, and as Trustee of the Star  
13 Living Trust, WENDOVER PROJECT, LLC, a  
Nevada limited liability company; BIG SPRING  
14 RANCH, LLC, a Nevada limited liability company,  
and NEVADA LAND AND WATER  
15 RESOURCES; LLC, a Nevada limited liability  
company,

16 Defendants.

**JUDGMENT CONFIRMING  
ARBITRATION AWARD**

17  
18 RAY KOROGHLI, individually and FARIBORZ  
FRED SADRI, individually,

19 Counterclaimants,

DATE: 6-5-07  
TIME: 9:00 a.m.

20 v.

21 GHOLAMREZA ZANDIAN JAZI,

22 Counterdefendant.

23  
24 WENDOVER PROJECT, LLC,

25 Counterclaimant,

26 v.

27 GHOLAMREZA ZANDIAN JAZI,

28 Counterdefendant.

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.

ATTOI  
830 LAS VEGAS, NEVADA 89101  
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  
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18 Attorneys for Plaintiff/Counterdefendant

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RECEIVED  
SEP 22 2006

JOHN PETER LEE, LTD.

1 ARB  
2 FLOYD A. HALE, ESQ.  
3 Nevada Bar No. 1873  
4 JAMS  
5 2300 W. Sahara, #900  
6 Las Vegas, NV 89102  
7 Ph: (702) 457-5267  
8 Fax: (702) 437-5267  
9 Arbitrator

DISTRICT COURT  
CLARK COUNTY, NEVADA

10 GHOLAMREZA ZANDIAN JAZI, ) Case No. A511131  
11 ) Dept. No. XII  
12 Plaintiff, )  
13 vs. )  
14 RAY KOROGHLI, individually, )  
15 FABIRORZ FRED SADRI, individually, )  
16 and as Trustee of the Star Living Trust, )  
17 WENDOVER PROJECT, LLC, a Nevada )  
18 limited liability company; BIG SPRING )  
19 RANCH, LLC, a Nevada limited liability )  
20 company, and NEVADA LAND AND )  
21 WATER RESOURCES, LLC, a Nevada )  
22 limited liability company, )  
23 Defendants. )

ARBITRATION DECISION

24 Arbitration Hearings in this matter were conducted for two full days. The parties  
25 submitted voluminous exhibits, depositions and briefs to the Arbitrator. Having reviewed the  
26 documentation submitted and having heard the testimony and representations of the parties, the  
27 following Arbitration Decision is entered:

- 28 1. The entire interest in the Pah Rah, LLC, property will be transferred to Gholamreza

LAS V  
PHONE (702) 457-  
JA 89102  
E-MAIL f. hale@floyd hale.com



1 Zandian Jazi, free and clear of all encumbrances, including the promissory note secured by Deed  
2 of Trust issued for the benefit of Fariborz Fred Sadri, any obligation owed to Jeff Codega, related  
3 to work that was performed as to the Pah Rah real estate will be the obligation of Gholamreza  
4 Zandian Jazi;  
5

6 2. The 320 acres referenced in the briefs and this lawsuit will be transferred free and clear  
7 to Gholamreza Zandian Jazi without any obligation to the other litigants or parties to this  
8 Arbitration or to any other party who may profess to have an interest in the 320 acres that are  
9 bound by this lawsuit and Arbitration;  
10

11 3. Fariborz Fred Sadri and Ray Koroghli will, within 30 days from the service of this  
12 Arbitration Decision, pay Gholamreza Zandian Jazi \$250,000.00 in return for Gholamreza  
13 Zandian Jazi waiving any claims or any rights as to the Big Springs Ranch, LLC or any of its  
14 assets;  
15

16 4. That Gholamreza Zandian Jazi will transfer any interest in the Wendover project, LLC,  
17 including all assets and real estate to Fariborz Fred Sadri and Ray Koroghli;

18 5. All of the entities and properties that are the subject of this Arbitration and lawsuit,  
19 including Pah Rah, LLC, the owners of the 300 acres referenced above, the Big Springs Ranch,  
20 LLC, and the Wendover purchase or Wendover Project, LLC, referenced in this lawsuit and  
21 Arbitration waive any claims to reimbursement or participation in any consulting fees previously  
22 paid to Gholamreza Zandian Jazi from the seller of the real estate to those entities;  
23

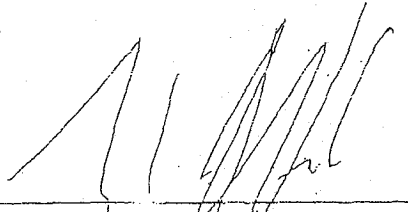
24 6. That the parties, through counsel, will prepare all necessary documents to effect the  
25 transfers of the real estate assets and LLC entities and the parties to this lawsuit and Arbitration  
26 will execute all necessary documents to effect this Arbitration Order, including a mutual Release  
27 to be executed by all parties.  
28

SUITE 900  
ADA 89102  
EMAIL thale@floydhale.com  
LAS VEGAS  
PHONE (702) 457-5

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7. That each party pay their own fees and costs incurred herein.

DATED this 20<sup>th</sup> day of September, 2006.

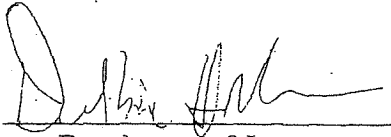
By:   
FLOYD HALE, Arbitrator  
2300 West Sahara Avenue, #900  
Las Vegas, NV 89102

CERTIFICATE OF FACSIMILE AND MAIL

I hereby certify that on the 21 day of September, 2006, I faxed and mailed a true and correct copy of the foregoing addressed to:

John Peter Lee, Esq.  
830 Las Vegas Boulevard South  
Las Vegas, NV 89101  
Attorneys for Plaintiffs  
Fax No. 383-9950

John Netzorg, Esq.  
2810 West Charleston Blvd. #H-81  
Las Vegas, NV 89102  
Attorneys for Defendants  
Fax No. 878-1255

By:   
Employee of Jams

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4 JAMS  
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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, ) Case No. A511131  
13 ) ) Dept. No. XII  
14 Plaintiff, )  
15 vs. )  
16 ) )  
17 RAY KOROGHILI, individually, )  
18 FABIRORZ FRED SADRI, individually, )  
19 and as Trustee of the Star Living Trust, )  
20 WENDOVER PROJECT, LLC, a Nevada )  
21 limited liability company; BIG SPRING )  
22 RANCH, LLC, a Nevada limited liability )  
23 company, and NEVADA LAND AND )  
24 WATER RESOURCES, LLC, a Nevada )  
25 limited liability company, )  
26 ) )  
27 Defendants. )  
28 )

29 ARBITRATION DECISION

30 On October 11, 2006, the Arbitrator received the Defendant's **MOTION TO CHANGE**  
31 **AWARD BY ARBITRATOR PURSUANT TO NRS 38.237.** The Motion requests that  
32 Zandian Jazi: Execute documents necessary to have the property transferred as required by the  
33 Arbitration Decision; issue guarantees that he has not made transfers to third parties; assign shares  
34 of shipyard stock; warrant and verify that he is in a position to execute documents required by the

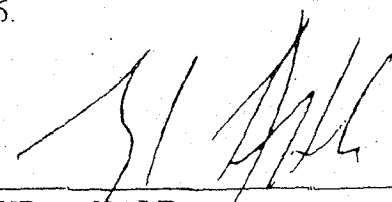
1 Arbitration Decision and verify other factual issues that were the subject of the Arbitration  
2 Agreement.

3  
4 The Motion goes well beyond the Arbitration Decision asking to reopen evidentiary  
5 matters which are unnecessary at this time. Furthermore, paragraph 6 of the Arbitration Decision  
6 indicates as follows:

7  
8 6. That the parties, through counsel, will prepare all necessary  
9 documents to effect the transfers of the real estate assets and LLC  
10 entities and the parties to this lawsuit and Arbitration will execute all  
11 necessary documents to effect this Arbitration Order, including a  
12 mutual Release to be executed by all parties.

11 The Defendant's MOTION TO CHANGE AWARD BY ARBITRATOR PURSUANT  
12 TO NRS 38.237 is denied.

13 DATED this 11<sup>th</sup> day of October, 2006.

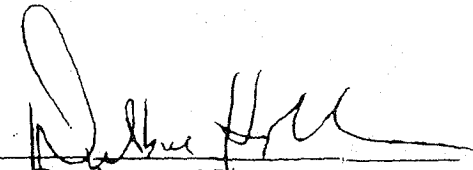
14  
15  
16 By:   
17 FLOYD A. HALE  
18 2300 W. Sahara, #900  
19 Las Vegas, NV 89102  
20 Arbitrator

21 CERTIFICATE OF FACSIMILE

22 I hereby certify that on the 11<sup>th</sup> day of October, 2006, I faxed and mailed a true and  
23 correct copy of the foregoing addressed to:

24 John Peter Lec, Esq.  
25 830 Las Vegas Boulevard South  
26 Las Vegas, NV 89101  
27 Attorneys for Plaintiff's  
28 Fax No. 383-9950

John Netzorg, Esq.  
2810 West Charleston Blvd. #H-81  
Las Vegas, NV 89102  
Attorneys for Defendants  
Fax No. 878-1255

26  
27 By:   
28 Employee of Jams

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1 AWD  
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2 JOHN PETER LEE, ESQ.  
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3 MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
4 830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
5 (702) 382-4044 Fax: (702) 383-9950  
*Attorneys for Plaintiff/Counterdefendant*  
6 GHOLAMREZA ZANDIAN JAZI

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NOV 30 2006  
JOHN PETER LEE, LTD.

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, )

BEFORE ARBITRATOR  
FLOYD A. HALE

16 Defendants. )

IMPLEMENTATION AWARD

17 \_\_\_\_\_ )  
18 RAY KOROGHLI, individually and FARIBORZ )  
FRED SADRI, individually, )

19 Counterclaimants, )

20 v. )

21 GHOLAMREZA ZANDIAN JAZI, )

22 Counterdefendant. )

23 \_\_\_\_\_ )  
24 WENDOVER PROJECT, LLC, )

25 Counterclaimant, )

26 v. )

27 GHOLAMREZA ZANDIAN JAZI, )

28 Counterdefendant. )

1 GHOLAMREZA ZANDIAN JAZI, )  
 2 Counterclaimant, )  
 3 v. )  
 4 WENDOVER PROJECT, LLC, )  
 5 Counterdefendant. )

6 1334.022860-sy

7 IMPLEMENTATION AWARD

8 On September 20, 2006, an Arbitration Decision was issued in this dispute. Plaintiff  
 9 GHOLAMREZA ZANDIAN JAZI filed his Motion to Enforce Arbitration Decision on September  
 10 25, 2006. On October 24, 2006, Plaintiff filed his Motion to Implement Arbitration Award. On  
 11 October 26, 2006, Plaintiff filed his Amendment to Motion to Implement Arbitration Award and  
 12 Request for Expedited Hearing. On October 31, 2006, Defendants Sadri and Koroghli filed their  
 13 Opposition to Motion to Implement Arbitration Award. Plaintiff filed his Reply Re: Motion to  
 14 Implement Arbitration Award on November 2, 2006.

15 After considering the papers filed by both parties including draft transfer documents;  
 16 THE FOLLOWING IMPLEMENTATION AWARD IS ENTERED:

- 17 1. Defendants shall pay to John Peter Lee, Ltd., the sum of \$250,000 within five (5)
- 18 days.
- 19 2. Defendants are to execute and deliver to Plaintiff's Counsel within ten days of this
- 20 Award a Quitclaim Deed of the 320 acre parcel provided as Exhibit "1" by Plaintiff
- 21 on the 2nd day of November, 2006.
- 22 3. Defendants are to execute and deliver to Plaintiff's counsel within ten days of this
- 23 Award the Grant, Bargain and Sale Deed of the 320 acre parcel provided by Plaintiff
- 24 as Exhibit "2" on the 2<sup>nd</sup> of November, 2006.
- 25 4. Defendants are to execute and deliver to Plaintiff's counsel within ten days of this
- 26 Award the Quitclaim Deed of the 320 acre parcel provided by Plaintiff as Exhibit "3"
- 27 on November 2, 2006.
- 28 5. Defendants are to execute and deliver to Plaintiff's counsel within ten days of this

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AT LAW  
830 LAS VEGAS, NV 89101  
LAS VEGAS, NV 89101  
Telephone (702) 382-4044  
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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

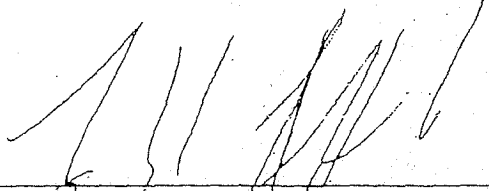
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Resources, LLC, provided as Exhibit "13" on November 2, 2006.

15. Mr. Zandian is to execute, file and deliver to Defendants' counsel within ten day of this Award the Certificate of Resignation concerning Big Spring Ranch, LLC provided by Plaintiff as Exhibit "14" on November 2, 2006.

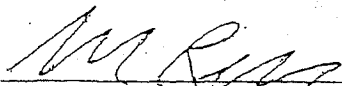
16. All parties are to sign the Mutual Release of Claims provided by Plaintiff as Exhibit "16" on November 2, 2006, and deliver a Counterpart to the other party's counsel within ten (10) from this Award.

Dated this 29<sup>th</sup> day of November, 2006.

  
\_\_\_\_\_  
FLOYD A. HALE, ARBITRATOR

Respectfully submitted

JOHN PETER LEE, LTD.

  
\_\_\_\_\_  
JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
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Attorneys for Plaintiff/Counterdefendant

ATTORNEY AT LAW  
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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

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:

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MAR 02 2007

JOHN PETER LEE, LTD.

10 DISTRICT COURT  
11 CLARK COUNTY, NEVADA

12 GHOLAMREZA ZANDIAN JAZI, ) Case No. A511131  
13 ) Dept. No. XII  
14 Plaintiff, )  
15 vs. )  
16 RAY KOROGHLI, individually, )  
17 FABIRORZ FRED SADRI, individually, )  
18 and as Trustee of the Star Living Trust, )  
19 WENDOVER PROJECT, LLC, a Nevada )  
20 limited liability company; BIG SPRING )  
RANCH, LLC, a Nevada limited liability )  
company, and NEVADA LAND AND )  
WATER RESOURCES, LLC, a Nevada )  
limited liability company, )  
Defendants. )

21 ARBITRATOR REPORT AND RECOMMENDATION TO  
22 DISTRICT COURT

23 This matter was submitted to Arbitration and Arbitration Hearings were conducted for two  
24 days, as well as the submission of voluminous exhibits, depositions and briefs. During the  
25 Arbitration proceeding, the parties agreed to meet with the Arbitrator in an effort to resolve the  
26 dispute. With agreement of counsel, the parties met directly with the Arbitrator and an agreement  
27 for a final conclusion of this matter was read into the record, being recorded by a court reporter.  
28

2300 W. 800  
LAS VEGAS, NV 89102  
PHONE (702) 457-5267 EMAIL f. hale@floydahale.com

1 The undersigned then issued an Arbitration Decision based upon the evidence submitted as well  
2 as the agreement of the parties.

3  
4 On January 11, 2007, counsel for the parties conducted a hearing before this Court  
5 regarding confirmation of the Arbitration Award. Counsel for the parties could not reach an  
6 agreement as to what documents needed to be signed to effect the Arbitration Decision. For that  
7 reason, the matter was referred back to the Arbitrator for further proceedings. The actual  
8 reference, contained in page 25, line 6-14 of the January 11, 2007, transcript is as follows:  
9

10 THE COURT: I'm going to resolve your problem. Its real easy. I am  
11 going to refer the matter back to Floyd Hale for further proceedings,  
12 consistent with the 9/8/06 transcript. Those will include getting the  
13 mechanism for the spouses of the parties to sign the documents, getting  
14 a mechanism for the waiver of the release of the rights of first refusal  
15 that exist, entering into the settlement agreement the parties entered  
16 into. If he is unable to reach an agreement among the parties, then I  
17 will have the final word.

18 The District Court has already indicated that wives of the principals will need to sign  
19 documents. The following report and recommendation will reference the parties to the  
20 Arbitration with the understanding that the District Court has already indicated that wives for  
21 those parties will be required to sign all necessary documents.

22 IT IS REPORTED AND RECOMMENDED to the Court that the following documents  
23 will need to be executed by the parties and their wives:

24 4,400 acres of real estate, owned by Poh Rah, LLC: The only members of the Pah Rah,  
25 LLC are the parties to this action: Zandian Jazi; Ray Koroghli and Fred Sadri. These parties will  
26 be required to sign a Grant Bargain Sale Deed to transfer the 4,400 acres of real estate to Zandian  
27 Jazi. Fred Sadri will need to execute a full reconveyance of the Deed of Trust and release the  
28 Promissory Note which was secured by the Deed of Trust as to this property. The parties will also

1 have to sign a waiver of any right of first refusal to this property.

2 320 acres owned by Big Springs Ranch, LLC. The only members of the Big Springs  
3 Ranch LLC, are the parties to this action and Mr. Abrishami. If Mr. Zandian Jazi can obtain the  
4 signature of Mr. Abrishami on a Deed to transfer this property, then the parties to this action must  
5 all execute a Grant Bargain Sale Deed transferring this real estate to Zandian Jazi. If Mr. Jandian  
6 Jazi is unable to obtain the signature of Mr. Abrishami, then Mr. Sadri and Mr. Koroghli are  
7 required to sign a Quit Claim Deed from Big Springs Ranch, LLC to Zandian Jazi to sign waivers  
8 of rights of first refusal.  
9

10  
11 \$250,000.00 Payment to Zandian Jazi: There has been a dispute as to what entity is  
12 responsible for making this payment. During the Arbitration Proceedings, as well as during prior  
13 meetings with the parties, it was represented to the Arbitrator that Mr. Sadri and Mr. Koroghli  
14 would make this payment. It is Recommended that either Mr. Sadri or Mr. Koroghli, or both, are  
15 individually responsible for this payment. Sadri and Koroghli may, however, execute the  
16 payment check or draft in whatever representative capacity that they believe is the most  
17 appropriate.  
18

19 Transfer of Wendover Project, LLC Interest: Zandian Jazi has agreed to waive or transfer  
20 any interest that he has, if any, in the Wendover Project, LLC. Mr. Netzorg has argued that it is  
21 incumbent upon Mr. Zandian Jazi to obtain signatures on waivers of rights of first refusal from  
22 all members of the LLC. This was not part of the settlement agreement and the District Court  
23 should be aware that the Defendants contested that Zandian Jazi even owned rights in the  
24 Wendover Project, LLC at the time of the arbitration.  
25

26  
27 It is the Report and Recommendation of the Arbitrator that Zandian Jazi sign a transfer  
28 of all interest that he owns in the Wendover Project, LLC directly to: "Wendover Project, LLC."

ST. 300  
2300 W. E  
LAS VEGAS, NV JADA 03102  
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1 Zandian Jazi must also sign a waiver of any right of first refusal that he has as to that LLC.

2 The remaining managing members of the Wendover Project LLC are responsible for  
3 determining the appropriate allocation of the Zandian Jazi interest. If they believe that it is  
4 necessary to obtain waivers of rights of first refusal to make that allegation of interest, then it is  
5 their responsibility to do so. Before distributing Mr. Zandian Jazi's interest, the managing  
6 members of the LLC should either distribute that interest in accordance with the operating  
7 agreements or, alternatively, obtain whatever signatures that the managing members determine  
8 are necessary to make a different distribution or allocation of that interest. It would seem unfair  
9 to place this burden on the transferring party who is merely transferring his interest to the entire  
10 Wendover Project, LLC.

11  
12 Big Springs Ranch, LLC As with the Wendover Project, LLC, Mr. Zandian Jazi will be  
13 required to execute a transfer of interest and waiver of any interest of the Big Springs Ranch,  
14 LLC, directly to: "Big Springs Ranch, LLC." He must also execute a waiver of right of first  
15 refusal that he would have under that LLC. As stated with the Wendover Project, LLC, it is the  
16 duty of the managing members of the Big Springs Ranch, LLC, to make an appropriate  
17 distribution or allocation of this interest. The remaining managing members of the Big Springs  
18 Ranch, LLC must either transfer the property as required by the operating agreement or obtain  
19 whatever waivers of rights of first refusal that are necessary to make a transfer which they believe  
20 are necessary.

21  
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

2300 W. ...  
LAS VEGAS, NEVADA 89102  
PHONE (702) 457-5267 EMAIL male@loydhale.com

1 obtain waivers of rights of first refusal to make a different distribution, they are certainly free to  
2 do so. That should not be the burden of Mr. Zandian Jazi.

3  
4 Mr. Netzorg has also asked for numerous documents regarding a purported transfer of Mr.  
5 Zandian Jazi's shipyard stock. There was absolutely no evidence that any entity related to these  
6 proceedings acknowledged receipt of that stock or issued any credit related to receipt of that  
7 stock. Although that stock was discussed during the Arbitration proceedings, there was no  
8 competent evidence regarding that stock being relevant to the Arbitration proceedings.

9  
10 RESPECTFULLY SUBMITTED this 28<sup>th</sup> day of February, 2007

11  
12 By: 

13 FLOYD A. HALE  
14 2300 W. Sahara, #900  
15 Las Vegas, NV 89102  
16 Arbitrator

17 CERTIFICATE OF FACSIMILE AND MAIL

18 I hereby certify that on the 28<sup>th</sup> day of February, 2007, I faxed and mailed a true and  
19 correct copy of the foregoing addressed to:

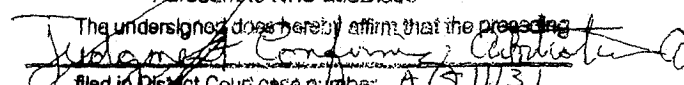
20 John Peter Lee, Esq.  
21 830 Las Vegas Boulevard South  
22 Las Vegas, NV 89101  
23 Attorneys for Plaintiffs  
24 Fax No. 383-9950

25 John Netzorg, Esq.  
26 2810 West Charleston Blvd. #H-81  
27 Las Vegas, NV 89102  
28 Attorneys for Defendants  
29 Fax No. 878-1255

30 By: 

Employee of Jams

31 **AFFIRMATION**  
32 Pursuant to NRS 239B.030

33 The undersigned does hereby affirm that the proceeding  
34  filed in District Court case number 131131  
35 DOES NOT contain the social security number of any person.

36 Date 6/8/07

RECEIPT OF COPY

RECEIPT OF COPY of the foregoing NOTICE OF ENTRY OF JUDGMENT CONFIRMING ARBITRATION AWARD is hereby acknowledged this 6th day of June, 2007.

JAMS, The Resolution Experts

By: Floyd A. Hale, Esq.  
Floyd A. Hale, Esq.  
2300 West Sahara Avenue #900  
Las Vegas, Nevada 89102

John M. Netzorg / C. Davis  
John M. Netzorg, Esq.  
2810 West Charleston Boulevard #81  
Las Vegas, Nevada 89102  
Attorneys for Defendants

830 LA. AT LAW  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

AFFIRMATION

Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding

NOE / JUDGMENT

filed in District Court case number 251131

DOES NOT contain the social security number of any person.

[Signature] Date 6/8/07

**EXHIBIT "6"**

**WFZ2140**



FILED

JUL 20 1 47 PM '07

*[Signature]*  
CLERK OF THE COURT

1 **ORDER**  
JOHN PETER LEE, LTD.  
2 JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
3 MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
4 830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
5 (702) 382-4044 Fax: (702) 383-9950  
*Attorneys for Plaintiff/Counterdefendant*  
6 **GHOLAMREZA ZANDIAN JAZI**

8 **DISTRICT COURT**  
9 **CLARK COUNTY, NEVADA**

10 **GHOLAMREZA ZANDIAN JAZI,** )  
 )  
11 **Plaintiff,** )  
 )  
12 **v.** )  
 )  
13 **RAY KOROGHLI, individually, FARIBORZ FRED** )  
 )  
14 **SADRI, individually, and as Trustee of the Star** )  
 )  
15 **Living Trust, WENDOVER PROJECT, LLC, a** )  
 )  
16 **Nevada limited liability company; BIG SPRING** )  
 )  
17 **RANCH, LLC, a Nevada limited liability company,** )  
 )  
18 **and NEVADA LAND AND WATER** )  
 )  
19 **RESOURCES, LLC, a Nevada limited liability** )  
 )  
20 **company,** )  
 )  
21 **Defendants.** )

CASE NO.: A511131  
DEPT. NO.: XI

**ORDER ON POST-JUDGMENT  
MOTIONS**

19 **RAY KOROGHLI, individually and FARIBORZ** )  
 )  
20 **FRED SADRI, individually,** )  
 )  
21 **Counterclaimants,** )  
 )  
22 **v.** )  
 )  
23 **GHOLAMREZA ZANDIAN JAZI,** )  
 )  
24 **Counterdefendant.** )

25 **WENDOVER PROJECT, LLC,** )  
 )  
26 **Counterclaimant,** )  
 )  
27 **v.** )  
 )  
28 **GHOLAMREZA ZANDIAN JAZI,** )  
 )  
**Counterdefendant.** )

ATTORNF J LAW  
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ATTORNF VT LAW  
830 LAS VEG LVD SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

1 \_\_\_\_\_ )  
2 GHOLAMREZA ZANDIAN JAZI, )  
3 Counterclaimant, )  
4 v. )  
5 WENDOVER PROJECT, LLC, )  
6 Counterdefendant. )  
7 \_\_\_\_\_ )

1334.022860-sy


**ORDER ON POST-JUDGMENT MOTIONS**

Defendants' Motion for Re-hearing and Motion to Amend or Alter Judgment Pursuant to NRCPC 59 (e), or in the Alternative, Motion for New Trial Pursuant to NRCPC 59 (a) came before this Court for hearing on July 17, 2007. Michael A. Reynolds, Esq., and Yvette R. Freedman, Esq., of the law firm of John Peter Lee, Ltd., appeared on behalf of Plaintiff, Gholamereza Zandian Jazi, and Steven L. Day, Esq., of Cohen, Johnson and Day, appeared on behalf of all Defendants.

The Court having considered the pleadings on file and the arguments of counsel, IT IS HEREBY ORDERED that Defendants' Motions are denied.

Dated this 19 day of July, 2007.

  
\_\_\_\_\_  
HONORABLE ELIZABETH GONZALEZ  
DISTRICT COURT JUDGE, DEPARTMENT 11

RESPECTFULLY SUBMITTED BY:  
JOHN PETER LEE, LTD.  
BY:   
\_\_\_\_\_  
JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
(702) 382-4044 Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant  
GHOLAMREZA ZANDIAN JAZI

**EXHIBIT "7"**

**WFZ2143**

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, ) Case No. A511131  
13 ) Dept. No. XII  
14 Plaintiff, )  
15 vs. )  
16 RAY KOROGHILI, 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 ARBITRATION DECISION

27 On October 11, 2006, the Arbitrator received the Defendant's **MOTION TO CHANGE**  
28 **AWARD BY ARBITRATOR PURSUANT TO NRS 38.237.** The Motion requests that  
Zandian Jazi: Execute documents necessary to have the property transferred as required by the  
Arbitration Decision; issue guarantees that he has not made transfers to third parties; assign shares  
of shipyard stock; warrant and verify that he is in a position to execute documents required by the

REC'D MASTER  
230 W. E. SUITE 900  
LAS VEGAS, NV 89102  
PHONE (702) 457-5267 EMAIL fhaled@floydahale.com

1 Arbitration Decision and verify other factual issues that were the subject of the Arbitration  
2 Agreement.

3  
4 The Motion goes well beyond the Arbitration Decision asking to reopen evidentiary  
5 matters which are unnecessary at this time. Furthermore, paragraph 6 of the Arbitration Decision  
6 indicates as follows:

7  
8 6. That the parties, through counsel, will prepare all necessary  
9 documents to effect the transfers of the real estate assets and LLC  
10 entities and the parties to this lawsuit and Arbitration will execute all  
11 necessary documents to effect this Arbitration Order, including a  
12 mutual Release to be executed by all parties.

13 The Defendant's MOTION TO CHANGE AWARD BY ARBITRATOR PURSUANT  
14 TO NRS 38.237 is denied.

15 DATED this 11<sup>th</sup> day of October, 2006.

16 By: 

17 FLOYD A. HALE  
18 2300 W. Sahara, #900  
19 Las Vegas, NV 89102  
20 Arbitrator

21 CERTIFICATE OF FACSIMILE

22 I hereby certify that on the 11<sup>th</sup> day of October, 2006, I faxed and mailed a true and  
23 correct copy of the foregoing addressed to:

24 John Peter Lee, Esq.  
25 830 Las Vegas Boulevard South  
26 Las Vegas, NV 89101  
27 Attorneys for Plaintiff's  
28 Fax No. 383-9950

John Netzorg, Esq.  
2810 West Charleston Blvd. #H-81  
Las Vegas, NV 89102  
Attorneys for Defendants  
Fax No. 878-1255

By: 

Employee of Jams

WFZ2145

**EXHIBIT THREE**

1 AWD  
2 JOHN PETER LEE, LTD.  
3 JOHN PETER LEE, ESQ.  
4 Nevada Bar No. 001768  
5 MICHAEL A. REYNOLDS, ESQ.  
6 Nevada Bar No. 008631  
7 830 Las Vegas Boulevard South  
8 Las Vegas, Nevada 89101  
9 (702) 382-4044 Fax: (702) 383-9950  
10 Attorneys for Plaintiff/Counterdefendant  
11 GHOLAMREZA ZANDIAN JAZI

RECEIVED  
NOV 30 2006  
JOHN PETER LEE, LTD.

DISTRICT COURT

CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDIAN JAZI,

CASE NO.: A511131  
DEPT. NO.: XIII

10 Plaintiff,

11 v.

12 RAY KOROGHLI, individually, FARIBORZ FRED )  
13 SADRI, individually, and as Trustee of the Star )  
14 Living Trust, WENDOVER PROJECT, LLC, a )  
15 Nevada limited liability company; BIG SPRING )  
16 RANCH, LLC, a Nevada limited liability company, )  
17 and NEVADA LAND AND WATER )  
18 RESOURCES, LLC, a Nevada limited liability )  
19 company, )

BEFORE ARBITRATOR  
FLOYD A. HALE

20 Defendants.

IMPLEMENTATION AWARD

18 RAY KOROGHLI, individually and FARIBORZ )  
19 FRED SADRI, individually, )

20 Counterclaimants,

21 v.

22 GHOLAMREZA ZANDIAN JAZI,

23 Counterdefendant.

24 WENDOVER PROJECT, LLC,

25 Counterclaimant,

26 v.

27 GHOLAMREZA ZANDIAN JAZI,

28 Counterdefendant.

ATTORNEY AT LAW  
830 LAS VEGAS BLVD. SOUTH  
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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 Septembe  
 10 25, 2006. On October 24, 2006, Plaintiff filed his Motion to Implement Arbitration Award. Or  
 11 October 26, 2006, Plaintiff filed his Amendment to Motion to Implement Arbitration Award and  
 12 Request for Expedited Hearing. On October 31, 2006, Defendants Sadri and Koroghli filed their  
 13 Opposition to Motion to Implement Arbitration Award. Plaintiff filed his Reply Re: Motion to  
 14 Implement Arbitration Award on November 2, 2006.

15 After considering the papers filed by both parties including draft transfer documents,  
 16 THE FOLLOWING IMPLEMENTATION AWARD IS ENTERED:

- 17 1. Defendants shall pay to John Peter Lee, Ltd., the sum of \$250,000 within five (5)  
 18 days.
- 19 2. Defendants are to execute and deliver to Plaintiff's Counsel within ten days of this  
 20 Award a Quitclaim Deed of the 320 acre parcel provided as Exhibit "1" by Plaintiff  
 21 on the 2nd day of November, 2006.
- 22 3. Defendants are to execute and deliver to Plaintiff's counsel within ten days of this  
 23 Award the Grant, Bargain and Sale Deed of the 320 acre parcel provided by Plaintiff  
 24 as Exhibit "2" on the 2<sup>nd</sup> of November, 2006.
- 25 4. Defendants are to execute and deliver to Plaintiff's counsel within ten days of this  
 26 Award the Quitclaim Deed of the 320 acre parcel provided by Plaintiff as Exhibit "3"  
 27 on November 2, 2006.
- 28 5. Defendants are to execute and deliver to Plaintiff's counsel within ten days of this

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ATTOP SATLAWI  
830 LAS V. BLVD. SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
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- 1 Award the Grant, Bargain and Sale Deed of the Pah-Rah parcel provided by Plaintiff as Exhibit "4" on November 2, 2006.
- 2
- 3 6. Mr. Sadri is to execute and deliver to Plaintiff's counsel within ten days of this
- 4 Award the Request for Full Reconveyance concerning the \$333,000 Note provided
- 5 by Plaintiff as Exhibit "5" on November 2, 2006.
- 6 7. Mr. Zandian is to execute and deliver to Defendants' counsel within ten days of this
- 7 Award the Quitclaim Deed of the Wendover parcel provided by Plaintiff as Exhibit
- 8 "6" on November 2, 2006.
- 9 8. Mr. Zandian is to execute and deliver to Defendants' counsel within ten days of this
- 10 Award the Assignment of Interest in Wendover Project, LLC, provided by Plaintiff
- 11 as Exhibit "7" on November 2, 2006.
- 12 9. Mr. Zandian is to execute and deliver to Defendants' counsel within ten days of this
- 13 Award the Quitclaim Deed of the Big Spring Ranch parcel provided by Plaintiff as
- 14 Exhibit "8" on November 2, 2006.
- 15 10. Mr. Zandian is to execute and deliver to Defendant's counsel within ten days of this
- 16 Award the Assignment of Interest in Big Spring Ranch, LLC., provided by Plaintiff
- 17 as Exhibit "9" on November 2, 2006.
- 18 11. Mr. Zandian is to execute and deliver to Defendants' counsel within ten days of this
- 19 Award the Assignment of Interest in Nevada Land and Water Resources, LLC.,
- 20 provided by Plaintiff as Exhibit "10" on November 11, 2006.
- 21 12. Mr. Zandian is to record and deliver to Defendants' counsel within ten days of this
- 22 Award the four (4) Releases of Lis Pendens provided by Plaintiff as Exhibit "11" on
- 23 November 2, 2006.
- 24 13. Mr. Zandian is to execute, file and deliver to Defendants' counsel within ten days of
- 25 this Award the Certificate of Resignation concerning Wendover Project, LLC.,
- 26 provided by Plaintiff as Exhibit "12" on November 2, 2006.
- 27 14. Mr. Zandian is to execute, file and deliver to Defendants' counsel within ten days
- 28 of this Award the Certificate of Resignation concerning Nevada Land and Water

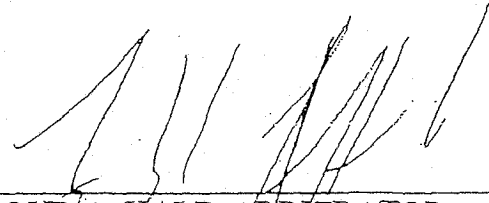
ATTORNEYS AT LAW  
830 LAS VEGAS BLVD. SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

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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 day of this Award the Certificate of Resignation concerning Big Spring Ranch, LLC provided by Plaintiff as Exhibit "14" on November 2, 2006.
- 16. All parties are to sign the Mutual Release of Claims provided by Plaintiff as Exhibit "16" on November 2, 2006, and deliver a Counterpart to the other party's counsel within ten (10) from this Award.

Dated this 29<sup>th</sup> day of November, 2006.

  
\_\_\_\_\_  
FLOYD A. HALE, ARBITRATOR

Respectfully submitted

JOHN PETER LEE, LTD.

  
\_\_\_\_\_  
JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
(702) 382-4044 Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant

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

**Exhibit 1**

APN: 076-100-19

WHEN RECORDED, RETURN TO  
JOHN PETER LEE, LTD.  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101

GRANTEE/MAIL TAX STATEMENTS TO:  
JOHN PETER LEE, LTD.  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101

320 acre parcel

### QUITCLAIM DEED

By this instrument dated this \_\_\_\_ day of \_\_\_\_\_, 2006, for a valuable consideration, Ray Koroghli, individually, and Fariborz Fred Sadri, individually and as Trustee of the Star Living Trust, do hereby remise, release and forever quitclaim to Gholamreza Zandian Jazi, the following described real property in the State of Nevada, County of Washoe:

Set forth in Exhibit A attached and incorporated herein by this reference

\_\_\_\_\_  
RAY KOROGHLI, individually

\_\_\_\_\_  
FARIBORZ FRED SADRI, individually

\_\_\_\_\_  
FARIBORZ FRED SADRI, as Trustee of the  
Star Living Trust

STATE OF NEVADA        )  
                                  ) SS.:  
COUNTY OF CLARK        )

On \_\_\_\_\_, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Ray Koroghli, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEVADA        )  
                                  ) SS.:  
COUNTY OF CLARK        )

On \_\_\_\_\_, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Fariborz Fred Sadri, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEVADA        )  
                                  ) SS.:  
COUNTY OF CLARK        )

On \_\_\_\_\_, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Fariborz Fred Sadri, Trustee of the Star Living Trust, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

County Home => Assessor's Office => Property Assessment Data => Parcel QuickInfo

WASHOE COUNTY QUICK INFO (Summary data may not be complete representation of property)				10/18/2006	
<b>Owner Information &amp; Legal Description</b>			<b>Building Information</b>		
APN	076-100-19		Property Name:		
<u>Parcel Map   Map Warehouse</u>			Quality		<u>Bldg Type</u>
Card 1 of 1			Stories		
Situs	SPANISH SPRINGS RD		Year Built	0	<u>Square Feet</u> 0
<u>Owner 1</u>	BIG SPRING RANCH LLC		<u>W.A.Y.</u>	0	<u>Square Feet does not include Bsmt or Garage Conversion area click for details</u>
Mail Address	P O BOX 81624		<u>Bedrooms</u>	0	
	LAS VEGAS NV 89180-1624		<u>Full Baths</u>	0	<u>Finished Bsmt</u> 0
<u>Owner 2</u>			<u>Half Baths</u>	0	<u>Unfin Bsmt</u> 0
<u>Owner 3</u>			<u>Fixtures</u>	0	<u>Bsmt Type</u>
Rec Doc No	02957442	Rec Date	11/21/2003	<u>Fireplaces</u>	0
Prior Owner	GRAHAM,EARL L & JONI		<u>Heat Type</u>		<u>Total Gar Area</u> 0
Prior Doc	02623847 11/30/2001		<u>Sec Heat Type</u>		<u>Gar Type</u>
Legal Desc	34-1-1-2		<u>Ext Walls</u>		<u>Det Garage</u> 0
Subdivision	34-1-1-2		<u>Sec Ext Walls</u>		<u>Bsmt Gar Door</u> 0
	Lot	Block	Sub Map#	<u>Roof Cover</u>	<u>Sub Floor</u>
	<u>Record of Survey Map</u>		<u>Parcel Map#</u>	<u>%Incomplete</u> 0	<u>Frame</u>
Section 34	Township 21	Range 21	<u>SPC</u>	<u>Obso/Bldg Adj</u> 0	<u>Units/Bldg</u> 0
<u>Tax Dist</u>	4400	<u>Add'l Tax Info</u>	<u>Prior APN</u>	<u>Construction Mod</u> 0	<u>Units/Parcel</u> 0
				<u>Last Activity</u> CEM	<u>Last Permit</u>
				04/08/1996	

Land Information											
<u>Land Use</u>	012	<u>Zoning</u>	GR	<u>Sewer</u>	NONE	<u>Value Year</u>	2007	<u>Reason</u>	Reappraisal	<u>Factor Dist</u>	586R
<u>Size</u>	320 Ac	<u>Water</u>	NONE	<u>Street</u>	NONE			<u>Reapp Years</u>	2002-2007		

Valuation Information			Sales/Transfer Information/Recorded Document				
	2005/2006 FV	2006/2007 FV	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	LANDON,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

Assessed Personal Prop		0	assessment purposes only. Zoning information should be verified with the appropriate planning agency.
Total Assessed	27,406	30,421	
Supplemental New Const	0	0	

We are currently experiencing some problems with our photo and sketch database which can cause the wrong sketch or photo to display, please review any sketches and photos carefully.

Sketch Is Not Available On-Line.	Property Photo Is Not Available On-Line.
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**Exhibit 2**

APN: 076-100-19

WHEN RECORDED, RETURN TO

JOHN PETER LEE, LTD.  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101

GRANTEE/MAIL TAX STATEMENTS TO:

JOHN PETER LEE, LTD.  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101

320 acre parcel

**GRANT, BARGAIN AND SALE DEED**

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between Big Spring Ranch, LLC, as Grantor, and Gholamreza Zandian Jazi, as Grantee:

**WITNESSETH**

That Grantor, in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States, and good and valuable consideration, paid to Grantor by Grantee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain and sell to Grantee and to Grantee's successors and assigns, all those certain lots, pieces, or parcels of land situated in the County of Washoe, State of Nevada, and more particularly described as follows:

Set forth in Exhibit A attached and incorporated herein by this reference

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof.

SUBJECT TO rights, reservations and restrictions of record.

TO HAVE AND TO HOLD all and singular the premises, together with the appurtenances, unto Grantee and to Grantee's successors and assigns forever.

IN WITNESS WHEREOF, Grantor have executed this conveyance the day and year first above written.

BIG SPRING RANCH, LLC

BY: \_\_\_\_\_  
RAY KOROGHLI, Member/Manager

BY: \_\_\_\_\_  
FARIBORZ FRED SADRI, Member/Manager

STATE OF NEVADA        )  
                                  ) SS.:  
COUNTY OF CLARK     )

On \_\_\_\_\_, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Ray Koroghli, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEVADA        )  
                                  ) SS.:  
COUNTY OF CLARK     )

On \_\_\_\_\_, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Fariborz Fred Sadri, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

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	
Mail Address	P O BOX 81624			Bedrooms	0		
	LAS VEGAS NV 89180-1624			Full Baths	0	Finished Bsmt 0	
Owner 2				Half Baths	0	Unfin Bsmt 0	
Owner 3				Fixtures	0	Bsmt Type	
Rec Doc No	02957442	Rec Date	11/21/2003	Fireplaces	0	Gar Conv Sq Foot 0	
Prior Owner	GRAHAM,EARL L & JONI			Heat Type		Total Gar Area 0	
Prior Doc	02623847 11/30/2001			Sec Heat Type		Gar Type	
Legal Desc	34-1-1-2			Ext Walls		Det Garage 0	
Subdivision	34-1-1-2			Sec Ext Walls		Bsmt Gar Door 0	
	Lot	Block	Sub Map#	Roof Cover		Sub Floor	
				%Incomplete	0	Frame	
	Record of Survey Map		Parcel Map#	Obso/Bldg Adj	0	Units/Bldg 0	
	Section 34	Township 21	Range 21	Construction Mod	0	Units/Parcel 0	
			SPC	Last Activity	CEM 04/08/1996	Last Permit	
Tax Dist	4400	Add'l Tax Info	Prior APN				

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				
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	LANDON,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

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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99052

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**Exhibit 3**

APN: 076-100-19

WHEN RECORDED, RETURN TO  
JOHN PETER LEE, LTD.  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101

GRANTEE/MAIL TAX STATEMENTS TO:  
JOHN PETER LEE, LTD.  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101

320 acre parcel

**QUITCLAIM DEED**

By this instrument dated this \_\_\_\_ day of \_\_\_\_\_, 2006, for a valuable consideration, Big Spring Ranch, LLC does hereby remise, release and forever quitclaim to Gholamreza Zandian Jazi, the following described real property in the State of Nevada, County of Washoe:

Set forth in Exhibit A attached and incorporated herein by this reference

BIG SPRING RANCH, LLC

BY: \_\_\_\_\_  
RAY KOROGHLI

BY: \_\_\_\_\_  
FARIBORZ FRED SADRI

STATE OF NEVADA        )  
                                  ) SS.  
COUNTY OF CLARK     )

On the \_\_\_\_ day of \_\_\_\_\_, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Ray Koroghli, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEVADA        )  
                                  ) SS.:  
COUNTY OF CLARK        )

On the \_\_\_\_ day of \_\_\_\_\_, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Fariborz Fred Sadri, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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NOTARY PUBLIC



WASHOE COUNTY QUICK INFO (Summary data may not be complete representation of property)				10/18/2006	
<b>Owner Information &amp; Legal Description</b>			<b>Building Information</b>		
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
Mail Address	P O BOX 81624		Bedrooms	0	
	LAS VEGAS NV 89180-1624		Full Baths	0	Finished Bsmt 0
Owner 2			Half Baths	0	Unfin Bsmt 0
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 0
Prior Doc	02623847 11/30/2001		Sec Heat Type		Gar Type
Legal Desc	34-1-1-2		Ext Walls		Det Garage 0
Subdivision	34-1-1-2		Sec Ext Walls		Bsmt Gar Door 0
	Lot	Block	Sub Map#	Roof Cover	Sub Floor
				%Incomplete	0
	Record of Survey Map		Parcel Map#	Obso/Bldg Adj	0
	Section 34	Township 21	Range 21	Construction Mod	0
					Units/Parcel 0
Tax Dist	4400	Add'l Tax Info	Prior APN	Last Activity	CEM 04/08/1996
					Last Permit

Land Information											
Land Use	012	Zoning	GR	Sewer	NONE	Value Year	2007	Reason	Reappraisal	Factor Dist	586R
Size	320 Ac	Water	NONE	Street	NONE			Reapp Years	2002-2007		

Valuation Information			2005/2006 FV	2006/2007 FV	Sales/Transfer Information/Recorded Document					
Taxable Land Value			78,304	86,917	V-Code	LUC	Doc Date	Value	Grantor	
Taxable 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	LANDON, 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

Assessed Personal Prop		0	assessment purposes only. Zoning information should be verified with the appropriate planning agency.
Total Assessed	27,406	30,421	
Supplemental New Const	0	0	

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Sketch Is Not Available On-Line.	Property Photo Is Not Available On-Line.
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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

BK:  
Requested By  
WESTERN TITLE COMPANY INC  
Washoe County Recorder  
Kathryn L. Burke - Recorder  
Pg 1 of 7 RPTT 1500.00

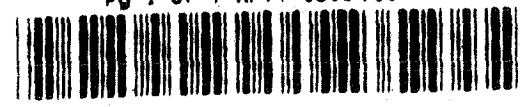
RPTT \$1,500.00 130277-TX

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Star Living Trust  
950 Seven Hills Drive, Ste 1026  
Henderson, NV 89052

2827 S. MONTA CRISTO  
LAS VEGAS, NV 89117

Mail the statement to above  
25269-DAR  
00130277 GRANT, BARGAIN AND SALE DEED



THIS GRANT, BARGAIN AND SALE DEED is made this 1st day of AUGUST, 2003 by and between NEVADA LAND AND RESOURCE COMPANY, LLC, a Delaware limited liability company, whose address is 704 W. Nye Lane, Suite 201, Carson City, Nevada, 89703 (referred to as "GRANTOR") and FRED SADRI TRUSTEE OF THE STAR LIVING TRUST, DATED APRIL 14, 1997, AS TO AN UNDIVIDED 1/3 INTEREST, RAY KOROGHLI, AN UNMARRIED MAN, AS TO AN UNDIVIDED 1/3 INTEREST AND REZA ZANDIAN, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, AS TO AN UNDIVIDED 1/3 INTEREST, AS TENANTS IN COMMON, (referred to as "GRANTEE").

GRANTOR, in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States, and other good and valuable consideration to GRANTOR paid by the GRANTEE, the receipt of which GRANTOR acknowledges, by these presents grants, bargains and sells to GRANTEE, and to GRANTEE's successors and assigns forever, all right, title and interest in and to that certain real property situated in Washoe County, State of Nevada, and more particularly described on Exhibit A, except the easement and mineral estate and interest reserved to GRANTOR.

Together with all and singular the tenements, hereditaments and appurtenances belonging, or in anywise appertaining, to the real property, and the reversion and reversions, remainder and remainders, rents, issues and profits of the real property;

To have and to hold the real property above described with the appurtenances, unto GRANTEE, and to GRANTEE's heirs, and successors and assigns forever.

GRANTOR reserves to itself and its successors and assigns a 20 foot wide access easement over, through, within, under, across and along the East and South boundaries of Section 3, Township 20 North, Range 23 East.

GRANTOR reserves to itself the exclusive right and privilege to enter on the property for the purposes of exploration and prospecting for the development, extraction, mining, production, removal and sale of all minerals, mineral substances, metals, ore-bearing materials, coal, oil, gas, other hydrocarbons, geothermal steam, liquids or brines, heat, other geothermal resources and rocks of every kind, except sand and gravel. The mineral estate and rights reserved to Grantor include all of the right, title and interest to minerals in, on or under the property, including, but not limited to, the surface and subsurface of the property, all minerals, mineral elements and compounds and ores, together with all easements and rights-of-way reserved or granted in, on or under the property, together with any and all lodes, veins and mineral deposits extending from or into or contained in the

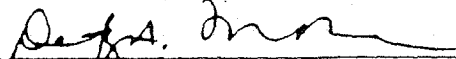
100700

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.

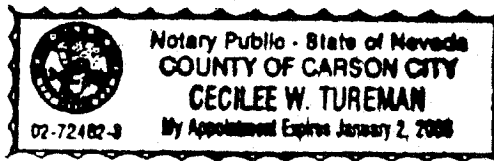
**NEVADA LAND AND RESOURCE COMPANY, LLC, A  
DELAWARE LIMITED LIABILITY COMPANY**

By:   
Dorothy A. Timian-Palmer  
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.

  
Notary Public





**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





any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded February 22, 1991 in Book 3216, Page 526 as Document No. 1461483 of Official Records.

**PARCEL C:**  
A.P.N. 079-150-13

The Northeast ¼; South ½ of the Northwest ¼; South ½ of Section 27,  
Township 21 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 09, 1990 in Book 3019, Page 756 as Document No. 1373452 of Official Records.

**PARCEL D:**  
A.P.N. 084-040-02

Section 5, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such



use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded February 22, 1991 in Book 3216, Page 526 as Document No. 1461483 of Official Records.

**PARCEL E:**

A.P.N. 084-040-04

Section 3, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL F:**

A.P.N. 084-040-06

Section 1, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection



therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL G:**

A.P.N. 084-040-10

The North  $\frac{1}{2}$  and the North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the North  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ , all in Section 11, Township 20 North, Range 23 East, M.D.B. &M.

ALSO EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL H:**

A.P.N. 084-130-07

The Northwest  $\frac{1}{4}$  and the North  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  and Government Lot 1 in the Southwest  $\frac{1}{4}$  of Section 15, Township 20 North, Range 23 East, M.D.B. &M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with



any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL I:**

A.P.N. 084-140-17

The Northeast  $\frac{1}{4}$  of Section 15, Township 20 North, Range 23 East, M.D.B. & M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**Exhibit 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

084-140-77

DOC # 2900594  
08/08/2003 03:48P Fee: 48.00

BK1  
Requested By  
WESTERN TITLE COMPANY INC  
Washoe County Recorder  
Kathryn L. Burke - Recorder  
Pg 1 of 10 RPT 0.00

RECORDING REQUESTED BY:  
Western Title Company, Inc.

WHEN RECORDED MAIL TO:

Name STAR LIVING TRUST, FRED SADRI  
Street 2827 S. MONTE CRISTO  
City, State LAS VEGAS, NV 89117  
Zip  
Order No. 00025269-501-DBR -Accommodation



(SPACE ABOVE THIS LINE FOR RECORDERS USE)

**DEED OF TRUST WITH ASSIGNMENT OF RENTS**

This DEED OF TRUST, made on July 31, 2003, between REZA ZANDIAN, a married man as his sole and separate property, TRUSTOR, whose address is 955a 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



each County Recorder in the State of Nevada on January 30, 1968, in the book and at the page thereof, or under the document or file number, noted below opposite the name of such county, namely: COUNTY

	BOOK	PAGE	DOC. NO.	COUNTY	BOOK	PAGE	DOC. NO.
Churchill	39	363	115384	Lincoln			45902
Clark	Mortgages 850 Off. Rec.		682747	Lyon	37 Off. Rec.	341	100661
Douglas	57 Off. Rec.	115	40050	Mineral	11 Off. Rec.	129	89073
Elko	192 Off. Rec.	652	35747	Nye	105 Off. Rec.	107	04823
Esmeralda	3-X Deeds	195	35922	Ormsby	72 Deeds	537	32867
Eureka	22 Off. Rec.	138	45941	Pershing	11 Off. Rec.	249	66107
Humboldt	28 Off. Rec.	124	131075	Storey	"S" Off. Rec.	206	31506
Lander	24 Off. Rec.	168	50782	Washoe	300 Off. Rec.	517	107192
				White Pine	295 R.E. Records	258	

shall insure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B (identical in all counties, and printed on the reverse side hereof) are by the within reference thereto, incorporated herein and made a part of Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed a reasonable amount.





The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at this address herein before set forth.

STATE OF NEVADA

COUNTY OF CLARK

} ss

This instrument was acknowledged before me on

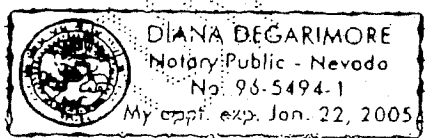
AUGUST 5<sup>th</sup> 2003

by REZA ZANDIAN

REZA ZANDIAN

*Diana DeGarimore*

Notary Public





**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 therefor; not to commit suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
- (2) Trustor covenants to keep all buildings that may now or at any time be on said property during the continuance of this trust in good repair and insured against loss by fire, with extended coverage endorsement, in a company or companies authorized to issue such insurance in the State of Nevada, and as may be approved by Beneficiary, for such sum or sums as shall equal the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust and shall be payable to Beneficiary to the amount of the unsatisfied obligation to Beneficiary hereby secured, and to deliver the policy to Beneficiary, or to collection agent of Beneficiary, and in default hereof, Beneficiary may procure such insurance and/or make such repairs, and expend for either of such purposes such SLDM or sums as Beneficiary shall deem proper.
- (3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
- (4) To pay at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock, water rights and grazing privileges; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto, and all costs, fees and expenses of this trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor, and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof; Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

- (5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at ten percent per annum.
- (6) At Beneficiary's option Trustor will pay a "late charge" as indicated in the Promissory Note to cover the extra expense involved in handling delinquent payments; of such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

**B. IT IS MUTUALLY AGREED**

- (1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
- (2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
- (3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement of any agreement subordinating the lien or charge hereof.
- (4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose, and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto".
- (5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default Beneficiary may at any time without notice, either in person, by a agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due, and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- (6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be recorded. Beneficiary also shall deposit with Trustee this Deed of Trust, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recording of said notice of default, and notice of sale having been given as then required by law for the sale of real property under writ of execution, Trustee, without demand on Trustor, shall sell said property or any part thereof at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. In the event that any indebtedness secured hereby shall not have been fully satisfied by said sale, Trustee may give notice of sale of any property not previously noticed for sale in the manner set forth above and sell the same in the manner set forth above.

Trustee shall deliver to any purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee, including a reasonable fee for the attorney of Trustee, and of this trust, including cost evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at ten percent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.



- (7) That Beneficiary, or his assignee, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed and acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder; the book and page where, or document or file number under which, this Deed of Trust is recorded, and the name and address of the new Trustee. If notice of default shall have been recorded, this power of substitution cannot be exercised until after the costs and expenses of the then acting Trustee shall have been paid to such Trustee, who shall endorse receipt thereof upon such instrument of substitution. The procedure herein provided for substitution of Trustee shall be exclusive of all other provisions for substitution, statutory or otherwise.
- (8) The following covenants: Nos. 1, 3, 4, (interest 10%) 5, 6, 8 and 9 of Nevada Revised Statutes 107.030, when not inconsistent with other covenants and provisions herein contained, are hereby adopted and made a part of this Deed of Trust.
- (9) The rights and remedies hereby granted shall not exclude any other rights or remedies granted by law, and all rights and remedies granted hereunder or permitted by law shall be concurrent and cumulative. A violation of any of the covenants herein expressly set forth shall have the same effect as the violation of any covenant herein adopted by reference.
- (10) It is expressly agreed that the trust created hereby is irrevocable by Trustor.
- (11) That this Deed of Trust applies to, insures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledges, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
- (12) That Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.
- (13) Trustor agrees to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provisions of the covenants herein above adopted by reference.

The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address herein before set forth.

REQUEST FOR FULL RECONVEYANCE

DO NOT RECORD

TO TRUSTEE

The undersigned is the legal owner and holder of the note or notes, and of all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Please mail Deed of Trust,  
Note and Reconveyance to \_\_\_\_\_

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.



**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



any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded February 22, 1991 in Book 3216, Page 526 as Document No. 1461483 of Official Records.

**PARCEL C:**

A.P.N. 079-150-13

The Northeast  $\frac{1}{4}$ ; South  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$ ; South  $\frac{1}{2}$  of Section 27, Township 21 North, Range 23 East, M.D.B. & M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 09, 1990 in Book 3019, Page 756 as Document No. 1373452 of Official Records.

**PARCEL D:**

A.P.N. 084-040-02

Section 5, Township 20 North, Range 23 East, M.D.B. & M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such



use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded February 22, 1991 in Book 3216, Page 526 as Document No. 1461483 of Official Records.

**PARCEL E:**

A.P.N. 084-040-04

Section 3, Township 20 North, Range 23 East, M.D.B. & M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL F:**

A.P.N. 084-040-06

Section 1, Township 20 North, Range 23 East, M.D.B. & M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection



therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL G:**

A.P.N. 084-040-10

The North  $\frac{1}{2}$  and the North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the North  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ , all in Section 14, Township 20 North, Range 23 East, M.D.B.&M.

ALSO EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL H:**

A.P.N. 084-130-07

The Northwest  $\frac{1}{4}$  and the North  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  and Government Lot 1 in the Southwest  $\frac{1}{4}$  of Section 15, Township 20 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with



any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.

**PARCEL I:**

A.P.N. 084-140-17

The Northeast  $\frac{1}{4}$  of Section 15, Township 20 North, Range 23 East, M.D.B. & M.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals as reserved by the United States of America or the State of Nevada.

FURTHER EXCEPTING and reserving any of the minerals and mineral ores within or underlying the property, including, without limitation, oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand gravel and aggregates, and products derived therefrom, together with any rights of ingress and egress in, upon or over the property and to make such use of the property and the surface thereof as is necessary or useful in connection therewith, as reserved in the Deed recorded January 03, 1992 in Book 3391, Page 840 as Document No. 1534872 of Official Records.



**Exhibit 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 94 FILE #  
REQUEST OF

When recorded, return to:  
JAMES R. CAVILIA, ESQ.  
ALLISON, MacKENZIE, RUSSELL,  
PA VLAKIS, WRIGHT & FAGAN, LTD.  
402 North Division Street  
P.O. Box 646  
Carson City, NV 89702

2003 DEC 30 PM 4:09

Stewart Title Co.  
JERRY D. McNEILDS  
CLERK CO. RECORDER

0301167

A.P.N. Nos.: 010-510-001; 010-520-001; 010-730-001; 010-740-0BG; 010-740-110;  
010-740-111; 010-740-113; 010-740-202

GRANT, BARGAIN, AND SALE DEED

THIS INDENTURE, made this 29<sup>th</sup> day of December, 2003, by and between BIG SPRINGS LAND & RESOURCE COMPANY, LLC, a Nevada limited liability company ("BIG SPRINGS"), Grantor, and WENDOVER PROJECT, L.L.C., a Nevada limited liability company, as to an undivided 91.67% and THE STAR LIVING TRUST, Fariborz Sadi, 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.

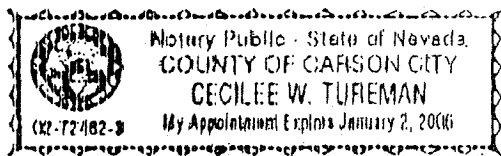
Big Springs Land & Resource Company,  
a Nevada limited liability company

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

TWP/R	R14G	SEC	ALLOT PARTS	ACREAGE
32N	69E	01	Lots 1-3, S/2 NW/2, S/2	600.34
32N	69E	02	S/2 NW/2, S/2	480.00
32N	70E	05	Lots 4, 6, 7, 10, 12, 13, SW/4 NW/4	164.82
32N	69E	01	S/2	320.00
32N	69E	12	All	640.00
32N	69E	25	All	640.00
32N	69E	35	N/2, NW/2, S/2	480.00
32N	69E	36	N/2, NW/2 SW/4, SE/4, SE/4, SW/4	600.00
32N	70E	08	Lots 2-8, 9 and 11	35.00
32N	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
32N	70E	17	S/2 S/2	160.00
32N	70E	19	All	640.00
32N	70E	20	Lots 2, 3, 6, 11, NW/4 NE/4, NW/2 SW/4 NE/4, SE/4 SW/4 NE/4, NW/2 SW/4 SW/4 NE/4, NW/4, NW/2 SW/4, SW/4 SW/4	416.67
32N	70E	20	Lots 8, 9 and S/2 SW/4 SW/4 NE/4	73.04
32N	70E	21	Lot 2	13.21
32N	70E	29	Lots 3, 5, 8, NW/4 NW/4	73.10
32N	70E	29	Lot 2	16.01
32N	70E	30	Lots 2, 3, NE/4, W/2, W/2 SE/4	612.50
32N	70E	31	Lots 2, 4, 5, 8, 10, 11, NW/4, W/2 SW/4	372.91
32N	70E		Plus 1/2 of 9 and 10 (Parcel 2 of recorded parcel map #485646)	4.20
32N	70E		Plus 1/2 of 9 and 10 (Parcel 1 of recorded parcel map #485646)	3.87
32N	70E		Plus 1/2 of 9, 10 and 15 (Parcel 4 of recorded parcel map #485646)	65.11

\* These parcels cover more than one section

6,457.04

Exhibit "A"  
Big Springs Ranch Wendover Property Legal Descriptions

TWN	RNG	SEC	ALLOT PARTS	ACREAGE
32N	69E	01	Lots 1-3, S/2 N/2, S/2	640.00
32N	69E	02	S/2 N/2, S/2	180.00
32N	70E	05	Lots 4, 5, 7, 10, 12, 13, SW/4 NW/4	164.52
32N	69E	01	S/2	320.00
33N	69E	12	All	640.00
33N	69E	25	All	640.00
33N	69E	35	N/2, N/2 S/2	640.00
33N	69E	36	N/2, N/2 SW/4, SE/4, SE/4 SW/4	480.00
33N	70E	04	Lots 2-5, 9 and 11	600.00
33N	70E	15	Lots 12, 13, 15, 18, 20, 23-25, and 28-30, NE/4 SW/4 SE/4 NW/4, E/2 SE/4 SE/4 NW/4, NW/4 SE/4 SE/4 NW/4	35.00
33N	70E	17	S/2 S/2	46.23
33N	70E	19	All	160.00
33N	70E	20	Lots 2, 3, 5, 11, NW/4 NE/4, N/2 SW/4 NE/4, SE/4 SW/4 NE/4, 1/2 SW/4 SW/4 NE/4, NW/4, N/2 SW/4, SW/4 SW/4	640.00
33N	70E	20	Lots 8, 9 and S/2 SW/4 SW/4 NE/4	416.63
33N	70E	21	Lot 2	73.04
33N	70E	29	Lots 3, 5, 8, NW/4 NW/4	13.23
33N	70E	29	Lot 2	73.11
33N	70E	30	Lot 2, 3, NE/4, W/2, W/2 SE/4	16.01
33N	70E	31	Lots 2, 4, 5, 8, 10, 11, NW/4, W/2 SW/4	612.54
33N	70E	-	Plns of 9 and 10 (Parcel 2 of recorded parcel map #405646)	372.01
33N	70E	-	Plns of 9 and 10 (Parcel 1 of recorded parcel map #465646)	4.21
33N	70E	-	Plns of 9, 10 and 16 (Parcel 6 of recorded parcel map #405646)	3.87
				65.21

\* These parcels cover more than one section

6,457.24

LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada,  
County of ELKO COUNTY, described as follows:

PARCEL 1:

TOWNSHIP 32 NORTH, RANGE 69 EAST, M.D.B. & M.

Section 1: Lots 1, 2 and 3; S1/2NW1/2; S1/2;  
Section 2: S1/2NW1/2; S1/2;

TOWNSHIP 33 NORTH, RANGE 69 EAST, M.D.B. & M.

Section 1: S1/2;  
Section 12: All;  
Section 25: All;  
Section 35: N1/2; N1/2S1/2;  
Section 36: N1/2; N1/2SW1/4; SE1/4; SE1/4SW1/4;

TOWNSHIP 32 NORTH, RANGE 70 EAST, M.D.B. & M.

Section 6: Lots 4, 5, 7, 10, 12 and 13; SW1/4NW1/4;

TOWNSHIP 33 NORTH, RANGE 70 EAST, M.D.B. & M.

Section 8: Lots 2, 3, 4, 5, 6, 9 and 11;  
Section 9: SE1/4SE1/4; N1/2SW1/4SW1/4SE1/4; E1/2SW1/4SE1/4;  
Section 10: Lot 4;  
Section 15: Lots 12, 13, 15, 18, 20, 23, 24, 25, 26,  
28, 29 and 30; NE1/4SW1/4SE1/4NW1/4;  
E1/2SE1/4SE1/4NW1/4; NW1/4SE1/4SE1/4NW1/4;  
Section 16: N1/2NE1/4NE1/4NE1/4;  
Section 17: S1/2S1/2;  
Section 19: All;  
Section 20: Lots 2, 3, 6 and 11; NW1/4NE1/4; N1/2SW1/4NE1/4;  
SE1/4SW1/4NE1/4; N1/2SW1/4SW1/4NE1/4; NW1/4;  
N1/2SW1/4; SW1/4SW1/4;  
Section 21: Lot 2;  
Section 29: Lots 3, 5 and 8; NW1/4NW1/4;  
Section 30: Lots 2 and 3; NE1/4; W1/2; W1/2SE1/4;  
Section 31: Lots 2, 4, 5, 8, 10 and 11; NW1/4; W1/2SW1/4;

EXCEPTING FROM Sections 9, 10 and 16, Parcels 1, 2, 3 and 4 as  
shown on Parcel Map for Big Springs Land & Resource Co., filed  
in the Office of the Elko County Recorder on July 16, 2002 as

Continued on next page

Order No. 03011167

File Number 485646.

PARCEL 2:

Parcel 1, 2 and 4 as shown on that certain Parcel Map for Big Springs Land & Resource Co. filed in the office of the County Recorder of Elko County, State of Nevada, on July 16, 2002, as File No. 485646, being a portion of Sections 9, 10 and 16, Township 33 North, Range 70 East, M.D.B.&M.

EXCEPTING FROM Parcel 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 Parcel 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.



**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

**Exhibit 8**

APN: 009-530-001; 009-540-001; 009-550-001; 009-560-004  
009-570-011; 010-090-001; 010-090-003; 010-110-001  
010-120-001; 010-130-001; 010-320-001

WHEN RECORDED, RETURN TO

GRANTEE/MAIL TAX STATEMENTS TO:

Big Spring Ranch Parcel

**QUITCLAIM DEED**

By this instrument dated this \_\_\_\_ day of \_\_\_\_\_, 2006, for a valuable consideration, Gholamreza Zandian Jazi does hereby remise, release and forever quitclaim to Ray Koroghli, individually and Fariborz Fred Sadri, individually, and as Trustee of the Star Living Trust, the following described real property in the State of Nevada, County of Elko:

Set forth in Exhibit A attached and incorporated herein by this reference

\_\_\_\_\_  
GHOLAMREZA ZANDIAN JAZI

STATE OF NEVADA            )  
  ) SS.:  
COUNTY OF CLARK         )

On \_\_\_\_\_, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Gholamreza Zandian Jazi, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

512358

FEE \$52 FILE #  
PROPERTY

2003 DEC 30 PM 4:08

When recorded, return to:  
JAMES R. CAVILLA, ESQ.  
ALLISON, MACKENZIE, RUSSELL,  
PAVLAKIS, WRIGHT & FAGAN, LTD.  
402 North Division Street  
P.O. Box 646  
Carson City, NV 89702

Stewart Title Co.  
JERRY D. ...  
ELKO COUNTY CLERK

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

03012783

THIS INDENTURE, made this 29<sup>th</sup> day of December, 2003, by and  
between BIG SPRINGS LAND & RESOURCE COMPANY, LLC, a Nevada limited liability  
company ("BIG SPRINGS"), Grantor, and BIG SPRING RANCH, L.L.C., a Nevada limited  
liability company, as to an undivided 75% interest and THE STAR LIVING TRUST as to an  
undivided 25% interest, Grantee.

WITNESSETH:

That the Grantor, in consideration of the sum of TEN DOLLARS (\$10.00), lawful  
money of the United States, and other good and valuable consideration to it in hand paid by the  
Grantee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain and  
sell to the Grantee, and to its successors and assigns forever, all those certain lots, pieces or  
parcels of land situate, lying and being in Elko County, Nevada, and more particularly described  
in Exhibit "A" attached hereto and incorporated herein by reference.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, including but not limited to any right title and interest in any and all grazing rights or allotments appurtenant thereto.

TO HAVE AND TO HOLD all and singular the premises, together with the appurtenances, unto the said Grantee and to its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has executed this conveyance the day and year first above written.

Big Springs Land & Resource Company,  
a Nevada limited liability company

By: Vidler Water Company, Inc., a  
Delaware corporation  
Its Manager

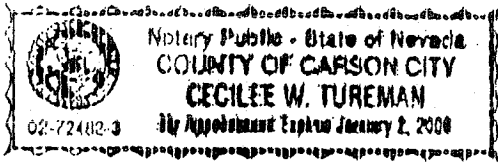
By: *Dorothy A. Timian-Palmer*  
DOROTHY A. TIMIAN-PALMER  
Chief Operating Officer/Director

STATE OF NEVADA            )  
  : ss.  
CARSON CITY                )

On December 29, 2003, DOROTHY A. TIMIAN-PALMER, personally appeared before me, a notary public, personally known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that she is the Chief Operating Officer and a Director of Vidler Water Company, a Delaware corporation, and who acknowledged to me that she executed the foregoing GRANT, BARGAIN AND SALE DEED on behalf of said corporation.

*Cecile W. Tureman*

NOTARY PUBLIC



# EXHIBIT A

County	APN #	Town	Range	Sec	Aliquot Parts	Acres
Elko	009-530-001	34N	66E	1	All except 0.21 Ac conv to WPR Co.	640.37
Elko	009-530-001	34N	66E	11	All	640.00
Elko	010-090-001	34N	67E	5	All	638.08
Elko	010-090-001	34N	67E	7	E/2 and ptn of W/2 east of the Nevada Northern Railroad as now constructed	366.98



**EXHIBIT "A"**  
**Big Springs Ranch Legal Descriptions**

County	APN #	Twn	Rng	Soc	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 RL 30 ROW	624.78
Elko	009-560-004	37N	66E	27	SE/4 SE/4	40.00
Elko	009-560-004	37N	66E	35	All	625.34
Elko	009-570-011	38N	66E	23	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	Original Party	Acreage
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	NW/4, E/2 NW/4, Lots 1 and 2 (NW/2) except 4.63 Ac conv to Nevada Northern Railroad Co.	306.35
Elko	010-090-001	34N	67E	21	NW/2	320.00
Elko	010-090-001	34N	67E	22	All	640.00
Elko	010-090-001	34N	67E	23	NW/2	320.00
Elko	010-090-003	34N	67E	7	Ptn of the E/2 W/2 west of the NWR R/W	46.98
Elko	010-110-001	36N	67E	7	All except 12.70 Ac conv to Northern Nevada Railroad Co.	619.98
Elko	010-110-001	36N	67E	19	All except 12.05 Ac conv to Northern Nevada Railroad Co. except ptn conv to State of NV for Hwy	608.15
Elko	010-110-001	36N	67E	31	All except 12.14 Ac conv to Northern Nevada Railroad Co.	627.26
Elko	010-120-001	37N	67E	1	Ptn 200' south of the CPRR centerline less 12.76 Ac to SR 30 R/W	589.64
Elko	010-120-001	37N	67E	5	Ptn 200' south of the CPRR centerline	604.67
Elko	010-120-001	37N	67E	9	NW/4, S/2 less 6.70 Ac conv to Northern Nevada Railroad Co. and 15.10 Ac to SR 30 R/W	458.20
Elko	010-120-001	37N	67E	11	Ptn 200' south of the CPRR centerline less 11.07 Ac to SR 30 R/W	611.42
Elko	010-120-001	37N	67E	17	All less 16.33 Ac to SR 30 R/W	623.67
Elko	010-120-001	37N	67E	19	All	628.68
Elko	010-130-001	38N	67E	31	Ptn 200' south of the CPRR centerline	594.40
Elko	010-320-001	35N	68E	7	All except 21.28 Ac conv to Western Pacific Railroad Co. less 45.33 to I-80 R/W	614.35
Elko	010-320-001	35N	68E	17	All north of the WPRR centerline, and all south of the WPRR centerline less 6.89 Ac to I-80 R/W	521.98
Total Acreage:						35,254.34

LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada, County of ELKO COUNTY, described as follows:

PARCEL 1:

TOWNSHIP 34 NORTH, RANGE 67 EAST, M.D.B.&M.

- Section 1: All;
- Section 3: All;
- Section 9: All;
- Section 11: All;
- Section 13: All;
- Section 15: All;
- Section 17: All;
- Section 19: Lots 1 and 2; E1/2NW1/4; NE1/4;

EXCEPTING THEREFROM all that portion of said land as conveyed to Nevada Northern Railway Company in Deed recorded February 7, 1906 in Book 28, Page 617, Deed Records, Elko County, Nevada.

- Section 21: N1/2;
- Section 22: All;
- Section 23: N1/2;

EXCEPTING FROM Section 22, TOWNSHIP 34 NORTH, RANGE 67 EAST, M.D.B.&M., all the coal and other valuable minerals in the lands so granted as reserved by The United States of America in Patent recorded June 28, 1946 in Book 8, Page 413, Patent Records, Elko County, Nevada.

FURTHER EXCEPTING FROM all of Parcel 1 all right, title and interest to coal, oil, gas and other minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Russell Wilkins, et ux, et al, in Deed recorded December 10, 1946 in Book 55, Page 63, Deed Records, Elko, Nevada.

FURTHER EXCEPTING FROM Section 22, TOWNSHIP 34 NORTH, RANGE 67 EAST, M.D.B.&M., an undivided 1/2 interest in and to all gas, oil, petroleum, minerals and/or mineral rights, lying in and under said land, as reserved by Theodore E. Smith and Pearl Smith, his wife, in Deed recorded August 15, 1958 in Book 74, Page 181, Deed Records, Elko County.

PARCEL 2:

Continued on next page

Order No. 03012789

TOWNSHIP 35 NORTH, RANGE 66 EAST, M.D.B.&M.

Section 1: All;  
Section 3: All;  
Section 9: All;  
Section 11: All;  
Section 13: All;  
Section 15: All;  
Section 21: All;  
Section 23: All;  
Section 25: All;  
Section 27: S1/2;  
Section 33: All;  
Section 35: All;

EXCEPTING THEREFROM Parcel 2 all petroleum, oil, natural gas, and products derived therefrom, lying in and under said land or that may be produced therefrom, as reserved by Southern Pacific Land Company in Deed recorded August 1, 1949 in Book 57, Page 126, Deed Records, Elko County, Nevada.

PARCEL 3:

TOWNSHIP 35 NORTH, RANGE 68 EAST, M.D.B.&M.

Section 7: All;

EXCEPTING THEREFROM all that portion of said land as conveyed to Western Pacific Railway Company in Deed recorded February 19, 1909 in Book 31, Page 71, Deed Records, Elko County, Nevada.

Section 17: All that portion lying northerly of a line parallel with and one hundred (100) feet northerly of the center center line of Western Pacific Railway Company's railroad known as Arnold "L-1" or "34" line and all that portion lying southerly of a line parallel with and one hundred (100) feet southerly of the center line of Western Pacific Railway Company's railroad known as "R-2" or "44" line, which railroad rights of way were conveyed to Western Pacific Railway Company by Deed No. 126-F, dated November 27, 1908, and recorded February 19, 1909 in Book 31, Page 71, and Deed No. 188-F, dated June 30, 1910, and recorded September 10, 1910 in Book 32, Page 319, Deed Records, Elko County, Nevada.

Continued on next page

-2-

3 72498

WFZ2208  
100773

Order No. 03012789

EXCEPTING FROM Parcel 3 all that portion of said land as conveyed to the State of Nevada, acting by and through its Department of Highways in Deed recorded September 7, 1973 in Book 184, Page 44 and recorded June 24, 1976 in Book 230, Page 377, Official Records, Elko County, Nevada, portions of which have been relinquished by Resolution Relinquishing portion of Highway Right of Way recorded October 11, 1985 in Book 504, Page 308, Official Records, Elko County, Nevada.

FURTHER EXCEPTING FROM Parcel 3 all right, title and interest to coal, oil, gas and other minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Russell Wilkins, et ux, et al, in Deed recorded December 10, 1946 in Book 55, Page 63, Deed Records, Elko County, Nevada.

PARCEL 4:

TOWNSHIP 38 NORTH, RANGE 67 EAST, M.D.B.&M.

Section 31: All that portion lying southwesterly of a line two hundred (200) feet southwesterly and parallel with the center line of Central Pacific Railway Company's railroad as now constructed ;

EXCEPTING FROM Parcel 4 all right, title and interest to coal, oil, gas and other minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Russell Wilkins, et ux, et al, in Deed recorded December 10, 1946 in Book 55, Page 63, Deed Records, Elko County, Nevada.

PARCEL 5:

TOWNSHIP 36 NORTH, RANGE 67 EAST, M.D.B.&M.

Section 7: All;  
Section 19: All;  
Section 31: All;

EXCEPTING FROM Parcel 5 all that portion of said land as conveyed to Nevada Northern Railway Company in Deed recorded February 7, 1906 in Book 28, Page 617, Deed Records, Elko County, Nevada.

FURTHER EXCEPTING FROM Section 19 all that portion of said land as conveyed to the State of Nevada, acting by and through its  
Continued on next page

Order No. 03012789

Department of Highways, in Deed recorded September 7, 1973 in Book 184, Page 44, Official Records, Elko County, Nevada, portions of which have been relinquished by Resolution Relinquishing Portion of Highway Right-of-Way recorded October 11, 1985 in Book 504, Page 308, Official Records, Elko County, Nevada.

FURTHER EXCEPTING FROM Parcel 5 all right, title and interest to coal, oil, gas and other minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Russell Wilkins, et ux, et al, in Deed recorded December 10, 1946 in Book 55, Page 63, Deed Records, Elko County, Nevada.

PARCEL 6:

TOWNSHIP 37 NORTH, RANGE 67 EAST, M.D.B.&M.

Section 1: That portion lying southeasterly of a line two hundred (200) feet southeasterly and parallel with the center line of Central Pacific Railway Company's railroad, as now constructed;

Section 5: That portion lying southwesterly of a line two hundred (200) feet southwesterly and parallel with the center line of Central Pacific Railway Company's railroad, as now constructed;

Section 9: NW1/4; S1/2;

EXCEPTING FROM Section 9 all that portion of said land as conveyed to Nevada Northern Railway Company in Deed recorded February 7, 1906 in Book 28, Page 617 and recorded November 15, 1912 in Book 34, Page 130, Deed Records, Elko County, Nevada.

Section 11: That part lying southeasterly of a line two hundred (200) feet southeasterly and parallel with the center line of Central Pacific Railway Company's railroad as now constructed;

Section 17: All;

Section 19: All;

EXCEPTING FROM Parcel 6 all right, title and interest to coal, oil, gas and other minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Russell Wilkins, et ux, et al, in Deed recorded December 10, 1946 in Book 55, Page 63, Deed Records, Elko County, Nevada.

Continued on next page

Order No. 03012789

PARCEL 7:

TOWNSHIP 37 NORTH, RANGE 66 EAST, M.D.B.&M.

Section 25: All;  
Section 27: SE1/4SE1/4;  
Section 35: All;

TOWNSHIP 38 NORTH, RANGE 66 EAST, M.D.B.&M.

Section 23: That portion southwesterly of a line parallel with and two hundred (200) feet distant southwesterly of center line of Central Pacific Railway Company's railroad as now constructed;  
Section 25: That part southwesterly of a line parallel with and two hundred (200) feet distant southwesterly of center line of Central Pacific Railway Company's railroad as now constructed;

EXCEPTING FROM Section 25 a parcel of land in the north half of said Section 25, containing 6.44 acres for Central Pacific Railway Company's Wye track.

FURTHER EXCEPTING FROM Parcel 7 all petroleum, oil, natural gas, and products derived therefrom, lying in and under said land or that may be produced therefrom, as reserved by Southern Pacific Land Company in Deed recorded August 1, 1949 in Book 57, Page 126, Deed Records, Elko County, Nevada.

PARCEL 8:

TOWNSHIP 34 NORTH, RANGE 66 EAST, M.D.B.&M.

Section 3: All;  
Section 5: All;  
Section 9: All;  
Section 15: All;

TOWNSHIP 36 NORTH, RANGE 66 EAST, M.D.B.&M.

Section 1: All;  
Section 11: All;

EXCEPTING FROM Section 11 all that portion of said land condemned to the State of Nevada by Final Order of Condemnation recorded

Continued on next page

Order No. 03012789

August 22, 1973 in Book 182, Page 625, Official Records, Elko County, Nevada.

Section 13: All;

EXCEPTING FROM Section 13 all that portion of said land as conveyed to the State of Nevada, acting by and through its Department of Highways, in Deed recorded September 7, 1973 in Book 184, Page 44, Official Records, Elko County, Nevada.

Section 15: All;

Section 23: All;

Section 25: All;

EXCEPTING FROM Parcel 8 all petroleum, oil, natural gas and products derived therefrom, lying in and under said land or that may be produced therefrom, as reserved by Southern Pacific Land Company in Deed recorded August 1, 1949 in Book 57, Page 126, Deed Records, Elko County, Nevada.

PARCEL 9:

TOWNSHIP 36 NORTH, RANGE 66 EAST, M.D.B.&M.

Section 35: All;

EXCEPTING FROM Parcel 9 all petroleum, oil, natural gas, and products derived therefrom, as reserved by Southern Pacific Land Company in Deed recorded August 1, 1949 in Book 57, Page 126, Deed Records, Elko County, Nevada.

PARCEL 10:

TOWNSHIP 34 NORTH, RANGE 66 EAST, M.D.B.&M.

Section 4: Lots 3 and 4; S1/2NW1/4; SW1/4;

EXCEPTING THEREFROM all minerals, mineral rights, gas, oil, coal and other hydrocarbons, in, under or upon said property or that may in any way be produced therefrom as reserved by W.D. 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. 00012789

TOWNSHIP 35 NORTH, RANGE 66 EAST, M.D.B.&M.

Section 2: Lots 3 and 4; SW1/2NW1/4; 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, 486.83 feet;

THENCE South 64°40' East, 303.07 feet;

THENCE South 25°21' West, 140.51 feet;

THENCE South 64°40' East, 140.00 feet;

THENCE South 25°20' West, 346.30 feet;

THENCE North 64°40' West, 443.07 feet;

Section 33: All;  
Section 34: All;

Continued on next page

Order No. 03012789

EXCEPTING FROM Parcel 12 all right, title and interest to coal, oil, gas and other minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Russell Wilkins, et ux, et al, in Deed recorded December 10, 1946 in Book 55, Page 63, Deed Records, Elko County, Nevada.

PARCEL 13:

TOWNSHIP 35 NORTH, RANGE 66 EAST, M.D.B.M.

Section 34: W1/2;

EXCEPTING FROM Section 13 all minerals, mineral rights, gas, oil, coal and other hydrocarbons, in, under or upon said property or that may in any way be produced therefrom as reserved by W.J. Thomas and Grace E. Thomas, his wife, in Deed recorded January 23, 1959 in Book 75, Page 376, Deed Records, Elko County, Nevada.

512358  
FEE FILED REQUEST

2003 DEC 30 PM 4:08

Steward Title Co.  
JERRY B. METCALUS  
CLERK OF RECORD

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

03 012 789

GRANT, BARGAIN, AND SALE DEED

THIS INDENTURE, made this 31<sup>st</sup> day of December, 2003, by and between NEVADA LAND AND RESOURCE COMPANY, LLC, a Delaware limited liability company ("NLRC"), Grantor, and BIG SPRING RANCH, L.L.C., a Nevada limited liability company, as to an undivided 75% interest and 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,

3 72505

100780 WEZ2215

remainder and remainders, rents, issues and profits thereof, including but not limited to any right title and interest in any and all grazing rights or allotments appurtenant thereto.

TO HAVE AND TO HOLD all and singular the premises, together with the appurtenances, unto the said Grantee and to its successors and assigns forever.

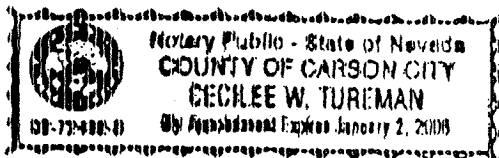
IN WITNESS WHEREOF, the Grantor has executed this conveyance the day and year first above written.

Nevada Land and Resource Company, LLC  
a Delaware limited liability company

By: *Dorothy A. Timian Palmer*  
DOROTHY A. TIMIAN-PALMER  
Chief Operating Officer/Director

STATE OF NEVADA            )  
  ) ss.  
CARSON CITY                )

On December 29, 2003, DOROTHY A. TIMIAN-PALMER, personally appeared before me, a notary public, personally known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that she is the Chief Operating Officer and a Director of Nevada Land and Resource Company, a Delaware limited liability company, and who acknowledged to me that she executed the foregoing GRANT, BARGAIN AND SALE DEED on behalf of said corporation.



*Cecilee W. Tureman*  
NOTARY PUBLIC

# EXHIBIT A

County	APN #	Town	Range	Sec	Aliquot Parts	Acres
Elko	009-530-003	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 pts of W/2 east of the Nevada Northern Railroad as now constructed	366.98

PARCEL 14:

TOWNSHIP 34 NORTH, RANGE 67 EAST, M.D.B.&M.

Section 5: All;  
Section 7: All;

EXCEPTING THEREFROM all that portion of said land as conveyed to Nevada Northern Railway Company, in Deed recorded February 7, 1906 in Book 28, Page 617, Deed Records, Elko County, Nevada.

FURTHER EXCEPTING THEREFROM all that portion of said land as conveyed to Western Pacific Railway Company in Deed recorded February 19, 1909 in Book 31, Page 71, Deed Records, Elko County, Nevada.

FURTHER EXCEPTING THEREFROM that portion of the W1/2W1/2 lying west of the Nevada Northern Railroad as conveyed to Gordon Griswold and Kitty Griswold, his wife, in Deed recorded August 14, 1946 in Book 54, Page 354, Deed Records, Elko County, Nevada.

FURTHER EXCEPTING FROM all of Parcel 14 all right, title and interest to coal, oil, gas and other minerals of every kind and nature whatsoever, lying in and under said land, as reserved by Russell Wilkins, et ux, et al, in Deed recorded December 10, 1946 in Book 55, Page 63, Deed Records, Elko, Nevada.

PARCEL 15:

TOWNSHIP 34 NORTH, RANGE 66 EAST, M.D.B.&M.

Section 1: All;

EXCEPTING THEREFROM all that portion of said land as conveyed to Western Pacific Railway Company in Deed recorded February 19, 1909 in Book 31, Page 71, Deed Records, Elko County, Nevada.

Section 11: ALL;

EXCEPTING FROM Parcel 15 all petroleum, oil, natural gas and products derived therefrom, lying in and under said land or that may be produced therefrom, as reserved by Southern Pacific Land Company in Deed recorded August 1, 1949 in Book 57, Page 126, Deed Records, Elko County, Nevada.

FURTHER EXCEPTING FROM all of the above described land those portion lying within the railroad right-of-way.

**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



**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

**Exhibit 11**

1 RELS  
JOHN PETER LEE, LTD.  
2 JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
3 MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
4 830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
5 (702) 382-4044 Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant  
6

7 DISTRICT COURT

8 CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDIAN JAZI,  
10 Plaintiff,

CASE NO.: A511131  
DEPT. NO.: XIII

11 v.

12 RAY KOROGHLI, individually, FARIBORZ FRED  
SADRI, individually, and as Trustee of the Star  
13 Living Trust, WENDOVER PROJECT, LLC, a  
Nevada limited liability company; BIG SPRING  
14 RANCH, LLC, a Nevada limited liability company,  
and NEVADA LAND AND WATER  
15 RESOURCES, LLC, a Nevada limited liability  
company,  
16

RELEASE OF LIS PENDENS

17 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.  
23

24 WENDOVER PROJECT, LLC,

25 Counterclaimant,

26 v.

27 GHOLAMREZ ZANDIAN JAZI,

28 Counterdefendant.

830 LAS VEGAS BOULEVARD SOUTH  
LAS VEGAS, NE. JA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

REYNOLDS & LAW  
830 LAS VEGAS BOULEVARD SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

1 GHOLAMREZ ZANDIAN JAZI,  
2 Counterclaimant,  
3 v.  
4 WENDOVER PROJECT, LLC,  
5 Counterdefendant,

6 1334.022860-JLR

7 NOTICE is hereby given that the undersigned did, on the 30th day of January, 2006 file a  
8 Notice of Lis Pendens with the above-referenced Court, a copy of which was recorded with the Elko  
9 County Recorder as Document Number 548113 on February 2, 2006.

10 NOW THEREFORE, for valuable consideration, the undersigned does by these presents  
11 release, satisfy and discharge said Lis Pendens.

12 DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

13 JOHN PETER LEE, LTD.

14 BY: \_\_\_\_\_  
15 John Peter Lee, Esq.  
16 Nevada Bar No. 001768  
17 Michael A. Reynolds, Esq.  
18 Nevada Bar No. 008631  
19 830 Las Vegas Boulevard South  
20 Las Vegas, Nevada 89101  
21 Ph: (702) 382-4044/Fax: (702) 383-9950  
22 Attorneys for Plaintiffs  
23  
24  
25  
26  
27  
28

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,

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.  
17

18 RAY KOROGHLI, individually and FARIBORZ )  
FRED SADRI, individually, )

19 Counterclaimants,  
20

21 v.

22 GHOLAMREZ ZANDIAN JAZI,

23 Counterdefendant.  
24

25 WENDOVER PROJECT, LLC,

26 Counterclaimant,  
27

28 v.

GHOLAMREZ ZANDIAN JAZI,

Counterdefendant.

CASE NO.: A511131  
DEPT. NO.: XIII

RELEASE OF LIS PENDENS

DATE: N/A  
TIME: N/A

ATTORNEY AT LAW  
830 LAS VEGAS BLVD. SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

WFZ2226

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  
15 BY: \_\_\_\_\_  
16 John Peter Lee, Esq.  
17 Nevada Bar No. 001768  
18 Michael A. Reynolds, Esq.  
19 Nevada Bar No. 008631  
20 830 Las Vegas Boulevard South  
21 Las Vegas, Nevada 89101  
22 Ph: (702) 382-4044/Fax: (702) 383-9950  
23 Attorneys for Plaintiffs  
24  
25  
26  
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28

ATTORNEYS AT LAW  
830 LAS VEGAS BL. BOULEVARD SOUTH  
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JOHN PETER LEE, LTD.  
ATTORNEYS AT LAW  
830 LAS VEGAS BOULEVARD SOUTH  
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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,  
11 v.

CASE NO.: A511131  
DEPT. NO.: XIII

12 RAY KOROGHLI, individually, FARIBORZ FRED  
SADRI, individually, and as Trustee of the Star  
13 Living Trust, WENDOVER PROJECT, LLC, a  
Nevada limited liability company; BIG SPRING  
14 RANCH, LLC, a Nevada limited liability company,  
and NEVADA LAND AND WATER  
15 RESOURCES, LLC, a Nevada limited liability  
company,  
16 Defendants.  
17

RELEASE OF LIS PENDENS

18 RAY KOROGHLI, individually and FARIBORZ  
FRED SADRI, individually,  
19 Counterclaimants,  
20 v.

DATE: N/A  
TIME: N/A

21 GHOLAMREZ ZANDIAN JAZI,  
22 Counterdefendant.  
23

24 WENDOVER PROJECT, LLC,  
25 Counterclaimant,  
26 v.

27 GHOLAMREZ ZANDIAN JAZI,  
28 Counterdefendant.



ATTORNEYS AT LAW  
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LAS VEGAS, NEVADA 89101  
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GHOLAMREZ ZANDIAN JAZI,  
Counterclaimant,  
v.  
WENDOVER PROJECT, LLC,  
Counterdefendant,

1334.022860-JLR

NOTICE is hereby given that the undersigned did, on the 14th day of October, 2005 file a Notice of Lis Pendens with the above-referenced Court, a copy of which was recorded with the Washoe County Recorder as Document Number 3301912 on November 3, 2005.

NOW THEREFORE, for valuable consideration, the undersigned does by these presents release, satisfy and discharge said Lis Pendens.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

JOHN PETER LEE, LTD.

BY: \_\_\_\_\_  
John Peter Lee, Esq.  
Nevada Bar No. 001768  
Michael A. Reynolds, Esq.  
Nevada Bar No. 008631  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
Ph: (702) 382-4044/Fax: (702) 383-9950  
Attorneys for Plaintiffs

ALLIANCE AT LAW  
830 LAS VEGAS BLVD SOUTH  
LAS VEGAS, NEVADA 89101  
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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

22 GHOLAMREZ ZANDIAN JAZI,  
23 Counterdefendant.

24 WENDOVER PROJECT, LLC,  
25 Counterclaimant,

26 v.  
27

28 GHOLAMREZ ZANDIAN JAZI,  
Counterdefendant.

ALLIANCE AT LAW  
830 LAS VEGAS P. EVARD SOUTH  
LAS VEGAS, NEVADA 89101  
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GHOLAMREZ ZANDIAN JAZI,  
Counterclaimant,  
v.  
WENDOVER PROJECT, LLC,  
Counterdefendant,

1334.022860-JLR

NOTICE is hereby given that the undersigned did, on the 16th day of November, 2005 file a Notice of Lis Pendens with the above-referenced Court, a copy of which was recorded with the Clark County Recorder in Book/Instrument 20051116-0004202 on November 16, 2005.

NOW THEREFORE, for valuable consideration, the undersigned does by these presents release, satisfy and discharge said Lis Pendens.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

JOHN PETER LEE, LTD.

BY: \_\_\_\_\_  
John Peter Lee, Esq.  
Nevada Bar No. 001768  
Michael A. Reynolds, Esq.  
Nevada Bar No. 008631  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
Ph: (702) 382-4044/Fax: (702) 383-9950  
Attorneys for Plaintiffs

**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.*

Nevada Secretary of State Resignation of Officer 2003  
 Revised 01/02/05

**Exhibit 13**



DEAN HELLER  
 Secretary of State  
 202 North Carson Street  
 Carson City, Nevada 89701-4201  
 (775) 684 5708  
 Website: secretaryofstate.biz

Certificate of Resignation of Officer,  
 Director, Manager, Member, General  
 Partner, Trustee or Subscriber

ABOVE SPACE IS FOR OFFICE USE ONLY

Certificate of Resignation of  
 Officer, Director, Manager, Member,  
 General Partner, Trustee or Subscriber

1. The name and title(s) of person that desires to resign:

GHOLAMREZA ZANDIAN JAZI

(Name)

Manager

(Title(s))

2. The name and file number of the entity for which resignation is being made:

NEVADA LAND & WATER RESOURCES, L.L.C.

(Name of Entity)

(File Number)

3. Signature: \_\_\_\_\_

4. Fee: \$75.00 per form. Resignation of one person from one entity per form.

*This form must be accompanied by appropriate fees.*

Nevada Secretary of State Resignation of Officer 2003  
 Revised on: 02/03/06

**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.*

Nevada Secretary of State Resignation of Officer 2003  
 Revised on 02/03/06

**Exhibit 15**

ATTORNEYS AT LAW  
830 LAS VEGAS FLEAVARD SOUTH  
LAS VEGAS, NV 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

1 RCPT  
JOHN PETER LEE, LTD.  
2 JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
3 MICHAEL A. REYNOLDS, ESQ.  
Nevada Bar No. 008631  
4 830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
5 (702) 382-4044 Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant  
6

7 DISTRICT COURT  
8 CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDIAN JAZI,  
10 Plaintiff,  
11 v.  
12 RAY KOROGHLI, individually, FARIBORZ FRED  
SADRI, individually, and as Trustee of the Star  
13 Living Trust, WENDOVER PROJECT, LLC, a  
Nevada limited liability company; BIG SPRING  
14 RANCH, LLC, a Nevada limited liability company,  
and NEVADA LAND AND WATER  
15 RESOURCES, LLC, a Nevada limited liability  
company,  
16 Defendants.  
17

CASE NO.: A511131  
DEPT. NO.: XIII

RECEIPT

18 RAY KOROGHLI, individually and FARIBORZ  
FRED SADRI, individually,  
19 Counterclaimants,  
20

DATE: N/A  
TIME: N/A

21 v.  
22 GHOLAMREZ ZANDIAN JAZI,  
Counterdefendant.  
23

24 WENDOVER PROJECT, LLC,  
25 Counterclaimant,  
26

27 v.  
28 GHOLAMREZ ZANDIAN JAZI,  
Counterdefendant.

ATTORNEYS AT LAW  
830 LAS VEGAS JLEVARO SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

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GHOLAMREZ ZANDIAN JAZI,  
Counterclaimant,  
v.  
WENDOVER PROJECT, LLC,  
Counterdefendant,

1334.022860-JLR

RECEIPT of \$250,000 made payable to John Peter Lee, Ltd., in compliance and in conformity with the Award of Floyd Hale, Arbitrator dated September 20, 2006 is acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

JOHN PETER LEE, LTD.

BY: \_\_\_\_\_  
John Peter Lee, Esq.  
Nevada Bar No. 001768  
Michael A. Reynolds, Esq.  
Nevada Bar No. 008631  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
Ph: (702) 382-4044/Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant

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: \_\_\_\_\_

**Exhibit 16**

**EXHIBIT FOUR**

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IN THE SUPREME COURT OF THE STATE OF NEVADA

GHOLAMREZA ZANDIAN JAZI

Appellant/Cross-Respondent,

vs.

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,

Respondents/Cross-Appellants.

Supreme Court No.:49924

District Court No.: A 511131

FILED

MAY 27 2008

TRACIE A. LINDEMAN  
CLERK OF SUPREME COURT  
BY *[Signature]*  
DEPUTY CLERK

JOHN PETER LEE, LTD.

ATTORNEYS AT LAW

830 LAS VEGAS BOULEVARD SOUTH

LAS VEGAS, NEVADA 89101

Telephone (702) 382-4044

Telecopier (702) 383-9950

1334.023317-JLR

**APPELLANT'S RESPONSE TO THE SUPREME COURT'S ORDER TO SHOW CAUSE AND APPELLANT'S MOTION FOR A VOLUNTARY DISMISSAL OF APPELLANT'S CROSS -APPEAL PURSUANT TO NRAP RULE 42 (b)**

COMES NOW, Appellant, GHOLEMREZA ZANDIAN JAZI, ("Zandian") by and through his counsel, John Peter Lee, Ltd. and herein presents the Appellant's Response to the Supreme Court's Order to Show Cause and Motion for a Voluntary Dismissal of Appellant's Cross - Appeal Pursuant to NRAP Rule 42(b). This Motion is made and based upon the following Memorandum of Points and Authorities, and all pleadings and papers filed herein.

RECEIVED  
MAY 27 2008  
TRACIE A. LINDEMAN  
CLERK OF SUPREME COURT  
DEPUTY CLERK

**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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**MEMORANDUM OF POINTS AND AUTHORITIES**

**I.**

**INTRODUCTION AND STATEMENT OF FACTS**

On May 9, 2008, the Nevada Supreme Courts ruled on Appellant's Motion to Dismiss Respondents' Appeal and issued an Order to Show Cause why portions of Appellant's Cross-Appeal should not be dismissed. Appellant herein responds to the Order to Show Cause and request this Honorable Court allow the Appellant to dismiss Appellant's Cross - Appeal pursuant to NRAP Rule 42 (b).

On August 9, 2006, Appellant Zandian filed a Notice of Cross-Appeal and Case Cross-Appeal Statement and the Cross-Appeal Statement. On August 27, 2006, Appellant Zandian filed a Docketing Statement, Civil Appeal.

**II**

**ARGUMENT AND AUTHORITIES**

**Appellant's Motion for a Voluntary Dismissal of Appellant's Cross - Appeal Pursuant to NRAP Rule 42(b).**

Appellant requests this Honorable Court's permission to dismiss Appellant's Cross-Appeal pursuant to NRAP Rule 42 (b). Nevada Rules of Appellate Procedure Rule 42(b) provides the authority necessary to allow Appellant to dismiss Appellant's Cross-Appeal.

NRAP Rule 42(b) Dismissal in the Supreme Court provides:

An appeal may be dismissed on motion of the Appellant upon such terms as may be agreed upon by the parties or fixed by the court.

Based upon NRAP Rule 40(b) Appellant hereby requests this Honorable Court Order Appellant's Cross - Appeal be dismissed.

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III.

CONCLUSION

This Honorable Court should grant Appellant's Motion for a Voluntary Dismissal of Appellant's Cross - Appeal Pursuant to NRAP Rule 42(b) and order Appellant's Cross - Appeal be dismissed.

Dated this 23rd day of May, 2008.

JOHN PETER LEE, LTD.

BY: 

JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
YVETTE R. FREEDMAN, ESQ.  
Nevada Bar No. 009898  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
(702) 382-4044/ Fax (702) 383-9950  
e-mail: info@johnpeterlee.com  
Attorneys for Appellant

**JOHN PETER LEE, LTD.**

ATTORNEYS AT LAW  
830 LAS VEGAS BOULEVARD SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

**JOHN PETER LEE, LTD.**

ATTORNEYS AT LAW

830 LAS VEGAS BOULEVARD SOUTH

LAS VEGAS, NEVADA 89101

Telephone (702) 382-4044

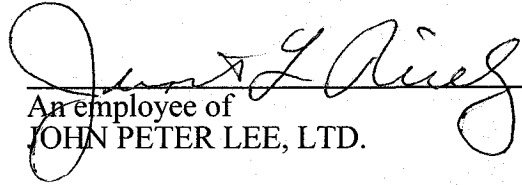
Telecopier (702) 383-9950

**CERTIFICATE OF MAILING**

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I HEREBY CERTIFY that on the 23rd day of May 2008, I served a copy of the above and foregoing APPELLANT'S RESPONSE TO THE SUPREME COURT'S ORDER TO SHOW CAUSE AND APPELLANT'S MOTION FOR A VOLUNTARY DISMISSAL OF APPELLANT'S CROSS -APPEAL PURSUANT TO NRAP RULE 42 (b) upon the appropriate parties hereto, by enclosing it in a sealed envelope, deposited in the United States mail, upon which first class postage was fully prepaid addressed to:

Steven L. Day, Esq.  
Cohen, Johnson & Day  
1060 Wigwam Parkway  
Henderson, Nevada 89074

  
An employee of  
JOHN PETER LEE, LTD.

● ORIGINAL ●

FILED

JUL 28 2008

TRACIE K. LINDEMAN  
CLERK OF SUPREME COURT  
BY *[Signature]*  
DEPUTY CLERK

1 JOHN PETER LEE, LTD.  
JOHN PETER LEE, ESQ.  
2 Nevada Bar No. 001768  
YVETTE R. FREEDMAN, ESQ.  
3 Nevada Bar No. 009898  
830 Las Vegas Boulevard South  
4 Las Vegas, Nevada 89101  
Ph: (702) 382-4044/Fax: (702) 383-9950  
5 Attorneys for Respondent

6  
7 **IN THE SUPREME COURT OF THE STATE OF NEVADA**

8 RAY KOROGHLI, individually, FARIBORZ FRED)  
SADRI, individually, and as Trustee of the Star )  
9 Living Trust, WENDOVER PROJECT, LLC, a )  
Nevada limited liability company; BIG SPRING )  
10 RANCH, LLC, a Nevada limited liability company, )  
and NEVADA LAND AND WATER )  
11 RESOURCES, LLC, a Nevada limited liability )  
company, )

Supreme Court No.:49924  
District Court No.: A 511131

12 Appellants,

13 vs.

14 GHOLAMREZA ZANDIAN JAZI,

15 Respondent.  
16

17 1334.023317-JLR

18 **STIPULATION FOR DISMISSAL OF APPEAL**

19 The parties to the above entitled proceeding before this Court have settled and resolved their  
20 disputes and hereby stipulate and agree that the pending appeal designated by the style and case  
21 number set forth above may upon order of this Court be dismissed with prejudice, the parties  
22 discharged, the appeal released and terminated and all bonds placed exonerated.

23 Dated this 11<sup>TH</sup> day of JULY, 2007.

24 JOHN PETER LEE, LTD.

25 BY: *[Signature]*  
26 JOHN PETER LEE, ESQ.

Nevada Bar No. 001768  
YVETTE R. FREEDMAN, ESQ.  
Nevada Bar No. 009898  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
(702) 382-4044/ Fax (702) 383-9950

27 RECEIVED

28 JUL 28 2008

TRACIE K. LINDEMAN  
CLERK OF SUPREME COURT  
DEPUTY CLERK

WFZ2252  
08-19351

JOHN PETER LEE, LTD.

ATTORNEYS AT LAW

830 LAS VEGAS BOULEVARD SOUTH

LAS VEGAS, NEVADA 89101

Telephone (702) 382-4044

Telecopier (702) 383-9950



**JOHN PETER LEE, LTD.**

ATTORNEYS AT LAW

830 LAS VEGAS BOULEVARD SOUTH

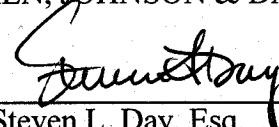
LAS VEGAS, NEVADA 89101

Telephone (702) 382-4044

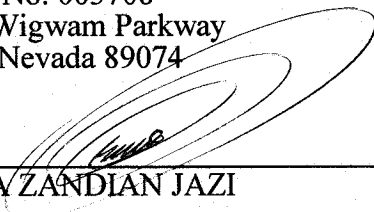
Telecopier (702) 383-9950

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COHEN, JOHNSON & DAY

BY:  6-24-08

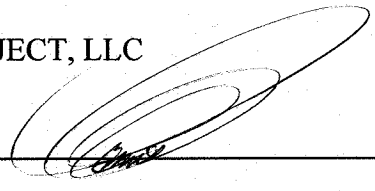
Steven L. Day, Esq.  
Nevada Bar No. 003708  
1060 West Wigwam Parkway  
Henderson, Nevada 89074

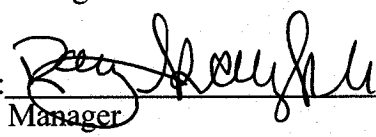
  
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GHOLAMREZA ZANDIAN JAZI

  
\_\_\_\_\_  
RAY KOROGHLI, individually

  
\_\_\_\_\_  
FARIBORZ FRED SADRI, individually, and as  
Trustee of the Star Living Trust

WENDOVER PROJECT, LLC

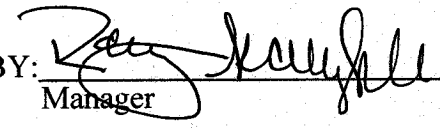
BY:   
\_\_\_\_\_  
Manager

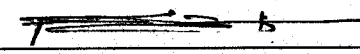
BY:   
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Manager

BY:   
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Manager

BIG SPRING RANCH, LLC

BY:   
\_\_\_\_\_  
Manager

BY:   
\_\_\_\_\_  
Manager

BY:   
\_\_\_\_\_  
Manager

**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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NEVADALAND AND WATER RESOURCES, L.L.C.

BY: \_\_\_\_\_  
Manager

BY:   
Manager

BY: \_\_\_\_\_  
Manager

WEZ2254

IN THE SUPREME COURT OF THE STATE OF NEVADA

GHOLAMREZA ZANDIAN JAZI,  
Appellant/Cross-  
Respondent,

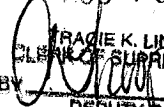
No. 49924

vs.

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,  
Respondents/Cross-  
Appellants.

**FILED**

AUG 19 2008

TRACIE K. LINDEMAN  
CLERK OF SUPREME COURT  
BY   
DEPUTY CLERK

ORDER DISMISSING APPEAL AND CROSS-APPEAL

Cause appearing, appellant/cross-respondent's (appellant) motion for a voluntary dismissal of the appeal, filed on May 27, 2008, is granted. The appeal is dismissed. NRAP 42(b). Further, the parties' stipulation to dismiss the cross-appeal, filed on July 28, 2008, is approved. The cross-appeal is also dismissed.<sup>1</sup> NRAP 42(b).

It is so ORDERED.

CLERK OF THE SUPREME COURT  
TRACIE K. LINDEMAN

BY: 

<sup>1</sup>"Appellant's Petition for a Rehearing Pursuant to NRAP Rule 40(c)(2)(ii)," filed on May 27, 2008, is denied as moot.

cc: Hon. Elizabeth Goff Gonzalez, District Judge  
Robert F. Saint-Aubin, Settlement Judge  
John Peter Lee Ltd.  
Cohen, Johnson & Day  
Eighth District Court Clerk

1 Case No.: 09 OC 00579 1B

2 Dept. No.: I

REC'D & FILED

2009 DEC 11 PM 4:07

ALAN GLOVER  
BY *Alan Glover*  
DEPUTY CLERK

3  
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6 **IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**  
7 **IN AND FOR CARSON CITY**

8 JED MARGOLIN, an individual,

9  
10 Plaintiff,

11 vs.

12 OPTIMA TECHNOLOGY  
13 CORPORATION, a California corporation,  
14 OPTIMA TECHNOLOGY CORPORATION,  
15 a Nevada corporation, REZA ZANDIAN aka  
16 GOLAMREZA ZANDIANJAZI aka  
17 GHOLAM REZA ZANDIAN aka REZA  
18 JAZI aka J. REZA JAZI aka G. REZA  
19 JAZI aka GHONONREZA ZANDIAN JAZI,  
20 an individual, DOE Companies 1-10, DOE  
21 Corporations 11-20, and DOE Individuals  
22 21-30,

23 Defendants.

24  
25  
26 **COMPLAINT**

(Exemption From Arbitration Requested)

27 Plaintiff, JED MARGOLIN ("Mr. Margolin"), by and through his counsel of record,  
28 WATSON ROUNDS, and for his Complaint against Defendants, hereby alleges and complains  
as follows:

**The Parties**

1. Plaintiff Mr. Margolin is an individual residing in Storey County, Nevada.
2. On information and belief, Defendant Optima Technology Corporation is a

WFZ2257

1 California corporation with its principal place of business in Irvine, California.

2 3. On information and belief, Defendant Optima Technology Corporation is a  
3 Nevada corporation with its principal place of business in Las Vegas, Nevada.

4 4. On information and belief, Defendant Reza Zandian, aka Golamreza Zandianjazi,  
5 aka Golamreza Zandianjazi, aka Gholam Reza Zandian, aka Reza Jazi, aka J. Reza Jazi, aka G.  
6 Reza Jazi, aka Ghononreza Zandian Jazi (collectively "Zandian"), is an individual who at all  
7 relevant times resided in San Diego, California or Las Vegas, Nevada.

8 5. On information and belief, Defendant Optima Technology Corporation, the  
9 Nevada corporation ("OTC—Nevada") is a wholly owned subsidiary of Optima Technology  
10 Corporation, the California corporation ("OTC—California"), and Defendant Zandian at all  
11 relevant times served as officers of the OTC—California and OTC—Nevada.

12 6. Mr. Margolin believes, and therefore alleges, that at all times herein mentioned,  
13 each of the Defendants was the agent, servant or employee of each of the other Defendant and at  
14 all times was acting within the course and scope of said agency and/or employment and that each  
15 Defendant is liable to Mr. Margolin for the reasons and the facts herein alleged. Relief is sought  
16 herein against each and all of the Defendants jointly and severally, as well as its or their agents,  
17 assistants, successors, employees and all persons acting in concert or cooperation with them or at  
18 their direction. Mr. Margolin will amend his Complaint when such additional persons acting in  
19 concert or cooperation are ascertained.

20  
21  
22 **Jurisdiction and Venue**

23  
24 7. Pursuant to the Nevada Constitution, Article 6, Section 6, the district courts of the  
25 State of Nevada have original jurisdiction in all cases excluded by law from the original  
26 jurisdiction of the justice courts. This case involves tort claims in an amount in excess of the  
27 jurisdictional limitation of the justice courts and, accordingly, jurisdiction is proper in the district  
28 court.

1           8.       Venue is based upon the provisions of N.R.S. § 13.010, et seq., inasmuch as the  
2 Defendants at all times herein mentioned has been and/or is residing or currently doing business  
3 in and/or are responsible for the actions complained of herein in Storey County.

4                               Facts

5           9.       Plaintiff Mr. Margolin is the named inventor on numerous patents and patent  
6 applications, including United States Patent No. 5,566,073 (“the ‘073 Patent”), United States  
7 Patent No. 5,904,724 (“the ‘724 Patent”), United States Patent No. 5,978,488 (“the ‘488 Patent”) and  
8 United States Patent No. 6,377,436 (“the ‘436 Patent”) (collectively “the Patents”).

9           10.      Mr. Margolin is the legal owner and owner of record for the ‘488 and ‘436  
10 Patents, and has never assigned those patents.

11           11.      In July 2004, Mr. Margolin granted to Optima Technology Group (“OTG”), a  
12 Cayman Islands Corporation specializing in aerospace technology, a Power of Attorney  
13 regarding the ‘073 and ‘724 Patents. In exchange for the Power of Attorney, OTG agreed to pay  
14 Mr. Margolin royalties based on OTG’s licensing of the ‘073 and ‘724 Patents.  
15

16           12.      In May 2006, OTG and Mr. Margolin licensed the ‘073 and ‘724 Patents to  
17 Geneva Aerospace, Inc., and Mr. Margolin received a royalty payment pursuant to the royalty  
18 agreement between Mr. Margolin and OTG.

19           13.      On about July 20, 2004, Mr. Margolin assigned the ‘073 and ‘724 Patents to  
20 OTG.  
21

22           14.      In about November 2007, OTG licensed the ‘073 Patent to Honeywell  
23 International, Inc., and Mr. Margolin received a royalty payment pursuant to the royalty  
24 agreement between Mr. Margolin and OTG.

25           15.      In December 2007, Defendant Zandian filed with the U.S. Patent and Trademark  
26 Office (“USPTO”) fraudulent assignment documents allegedly assigning all four of the Patents  
27 to Optima Technology Corporation.  
28

1           16.     Upon discovery of the fraudulent filing, Mr. Margolin: (a) filed a report with the  
2 Storey County Sheriff's Department; (b) took action to regain record title to the '488 and '436  
3 Patents that he legally owned; and (c) assisted OTG in regaining record title of the '073 and '724  
4 Patents that it legally owned and upon which it contracted with Mr. Margolin for royalties.

5           17.     Soon thereafter, Mr. Margolin and OTG were named as defendants in an action  
6 for declaratory relief regarding non-infringement of the '073 and '724 Patents in the United  
7 States District Court for the District of Arizona, in a case titled: *Universal Avionics Systems*  
8 *Corporation v. Optima Technology Group, Inc.*, No. CV 07-588-TUC-RCC (the "Arizona  
9 Action"). In the Arizona Action, Mr. Margolin and OTG filed a cross-claim for declaratory  
10 relief against Zandian in order to obtain legal title to their respective patents.  
11

12           18.     On August 18, 2008, the United States District Court for the District of Arizona  
13 entered a final judgment in favor of Mr. Margolin and OTG on their declaratory relief action, and  
14 ordered that OTC had no interest in the '073 or '724 Patents, and that the assignment documents  
15 filed with the USPTO were "forged, invalid, void, of no force and effect." Attached as Exhibit A  
16 is a copy of the Order from the United States District Court in the Arizona Action.  
17

18           19.     Due to Defendants' fraudulent acts, title to the Patents was clouded and interfered  
19 with Plaintiff's and OTG's ability to license the Patents.

20           20.     During the period of time Mr. Margolin worked to correct record title of the  
21 Patents in the Arizona Action and with the USPTO, he incurred significant litigation and other  
22 costs associated with those efforts.  
23

24                                   **Claim 1--Conversion**  
25                                   **(Against All Defendants)**

26           21.     Paragraphs 1-20 of the Complaint set forth above are incorporated herein by  
27 reference.

28           22.     Through the fraudulent acts described above, Defendants wrongfully exerted  
dominion over the Patents, thereby depriving Mr. Margolin of the use of such property.



1           23.     The Patents and the royalties due Mr. Margolin under the Patents were the  
2 personal property of Mr. Margolin.

3           24.     As a direct and proximate result of the Defendants' conversion, Mr. Margolin has  
4 suffered damages in excess of ten thousand dollars (\$10,000), entitling him to the relief set forth  
5 below.

6   **Claim 2--Tortious Interference With Contract**  
7   **(Against All Defendants)**

8  
9           25.     Paragraphs 1-24 of the Complaint set forth above are incorporated herein by  
10 reference.

11           26.     Mr. Margolin was a party to a valid contract with OTG for the payment of  
12 royalties based on the license of the '073 and '724 Patents.

13           27.     Defendants were aware of Mr. Margolin's contract with OTG.

14           28.     Defendants committed intentional acts intended and designed to disrupt and  
15 interfere with the contractual relationship between Mr. Margolin and OTG.

16           29.     As a result of the acts of Defendants, Mr. Margolin's contract with OTG was  
17 actually interfered with and disrupted.

18           30.     As a direct and proximate result of the Defendants' tortious interference with  
19 contract, Mr. Margolin has suffered damages in excess of ten thousand dollars (\$10,000),  
20 entitling him to the relief set forth below.

21   **Claim 3—Intentional Interference with Prospective Economic Advantage**  
22   **(Against All Defendants)**

23           31.     Paragraphs 1-30 of the Complaint set forth above are incorporated herein by  
24 reference.

25           32.     Defendants were aware of Mr. Margolin's prospective business relations with  
26 licensees of the Patents.

27           33.     Defendants purposely, willfully and improperly attempted to induce Mr.  
28 Margolin's prospective licensees to refrain from engaging in business with Mr. Margolin.

1 34. The foregoing actions by Defendants interfered with the business relationships of  
2 Mr. Margolin, and were done intentionally and occurred without consent or authority of Mr.  
3 Margolin.

4 35. As a direct and proximate result of the Defendants' tortious interference, Mr.  
5 Margolin has suffered damages in excess of ten thousand dollars (\$10,000), entitling him to the  
6 relief set forth below.

7 **Claim 4—Unjust Enrichment**  
8 **(Against All Defendants)**

9 36. Paragraphs 1-35 of the Complaint set forth above are incorporated herein by  
10 reference.

11 37. Defendants wrongfully obtained record title to the Patents.

12 38. Defendants were aware that record title to the Patents was valuable, and were  
13 aware of the benefit derived from having record title.

14 39. Defendants unjustly benefitted from the use of Mr. Margolin's property without  
15 compensation to Mr. Margolin.

16 40. As a direct and proximate result of Defendants' aforementioned acts, Mr.  
17 Margolin is entitled to equitable relief.

18 **Claim 5—Unfair and Deceptive Trade Practices**  
19 **(Against All Defendants)**

20 41. Paragraphs 1-40 of the Complaint set forth above are incorporated herein by  
21 reference.

22 42. The Defendants, engaging in the acts and conduct described above, have  
23 knowingly and willfully committed unfair and deceptive trade practices under NRS 598.0915 by  
24 making false representations.

25 43. As a direct and proximate result of the Defendants' unfair and deceptive trade  
26 practices, Mr. Margolin has suffered damages in excess of ten thousand dollars (\$10,000),  
27 entitling him to the relief set forth below.  
28

1  
2 WHEREFORE, Plaintiff Jed Margolin, prays for judgment against the Defendants as  
3 follows:

4 1. That Plaintiff be awarded damages for Defendants' tortious conduct;  
5 2. That Plaintiff be awarded damages for Defendants' unjust enrichment;  
6 3. That Plaintiff be awarded damages for Defendants' commission of unfair and  
7 deceptive trade practices, in an amount to be proven at trial, with said damages being trebled  
8 pursuant to NRS 598.0999;

9 4. That Plaintiff be awarded actual, consequential, future, and punitive damages of  
10 whatever type or nature;

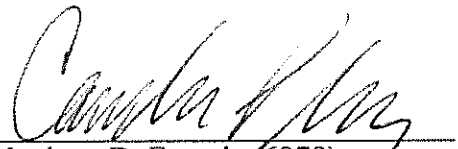
11 5. That the Court award all such further relief that it deems just and proper.

12  
13 **AFFIRMATION**

14 Pursuant to NRS 239B.030, the undersigned does hereby affirm that the preceding  
15 document, filed in District Court, does not contain the social security number of any person.

16  
17 DATED: December 10, 2009

18 WATSON ROUNDS

19 

20 Matthew D. Francis (6978)  
21 Cassandra P. Joseph (9845)  
22 WATSON ROUNDS  
23 5371 Kietzke Lane  
24 Reno, NV 89511  
25 Telephone: 775-324-4100  
26 Facsimile: 775-333-8171

27 *Attorneys for Plaintiff Jed Margolin*



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IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ARIZONA

UNIVERSAL AVIONICS SYSTEMS CORPORATION,

Plaintiff,

vs.

OPTIMA TECHNOLOGY GROUP, INC.,  
OPTIMA TECHNOLOGY CORPORATION, ROBERT ADAMS and  
JED MARGOLIN,

Defendants.

OPTIMA TECHNOLOGY INC. a/k/a  
OPTIMA TECHNOLOGY GROUP, INC.,  
a corporation,

Counterclaimant,

vs.

UNIVERSAL AVIONICS SYSTEMS CORPORATION, an Arizona corporation,

Counterdefendant,

OPTIMA TECHNOLOGY INC. a/k/a  
OPTIMA TECHNOLOGY GROUP, INC.,

Cross-Claimant,

vs.

OPTIMA TECHNOLOGY CORPORATION,

Cross-Defendant.

No. CV 07-588-TUC-RCC

**ORDER**

1 This Court, having considered the Defendants' Application for Entry of Default  
2 Judgment against Cross-Defendant Optima Technology Corporation, finds no just reason to  
3 delay entry of final judgment.

4 Therefore, IT IS HEREBY ORDERED:

5 Final Judgment is entered against Cross-Defendants Optima Technology Corporation,  
6 a California corporation, and Optima Technology Corporation, a Nevada corporation, as  
7 follows:

8 1. Optima Technology Corporation has no interest in U.S. Patents Nos. 5,566,073 and  
9 5,904,724 ("the Patents") or the Durable Power of Attorney from Jed Margolin dated July  
10 20, 2004 ("the Power of Attorney");

11 2. The Assignment Optima Technology Corporation filed with the USPTO is forged,  
12 invalid, void, of no force and effect, and is hereby struck from the records of the USPTO;

13 3. The USPTO is to correct its records with respect to any claim by Optima  
14 Technology Corporation to the Patents and/or the Power of Attorney; and

15 4. OTC is hereby enjoined from asserting further rights or interests in the Patents  
16 and/or Power of Attorney; and

17 5. There is no just reason to delay entry of final judgment as to Optima Technology  
18 Corporation under Federal Rule of Civil Procedure 54(b).

19 DATED this 18<sup>th</sup> day of August, 2008.

20  
21  
22 

23 Raner C. Collins  
24 United States District Judge

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1 Matthew D. Francis (6978)  
2 Cassandra P. Joseph (9845)  
3 WATSON ROUNDS  
4 5371 Kietzke Lane  
5 Reno, NV 89511  
6 Telephone: 775-324-4100  
7 Facsimile: 775-333-8171  
8 *Attorneys for Plaintiff Jed Margolin*

6 **In The First Judicial District Court of the State of Nevada**  
7 **In and for Carson City**

9 JED MARGOLIN, an individual,

10 Plaintiff,

11 vs.

12 OPTIMA TECHNOLOGY CORPORATION,  
13 a California corporation, OPTIMA  
14 TECHNOLOGY CORPORATION, a Nevada  
15 corporation, REZA ZANDIAN aka  
16 GOLAMREZA  
17 ZANDIANJAZI aka GHOLAM REZA  
18 ZANDIAN  
19 aka REZA JAZI aka J. REZA JAZI aka G. REZA  
20 JAZI aka GHONONREZA ZANDIAN JAZI,  
21 an individual, DOE Companies  
22 1-10, DOE Corporations 11-20, and DOE  
23 Individuals 21-30,

24 Defendants.

Case No.: 090C00579 1B

Dept. No.: 1

**NOTICE OF ENTRY OF DEFAULT**

22 To all parties and their counsel of record:

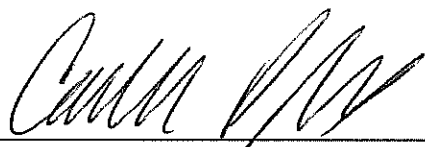
23 Please take notice that the Default as to Optima Technology Corporation, a California  
24 corporation, attached hereto as Exhibit 1 was filed in the above-titled Court on December 2,  
25 2010.

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Dated this 6<sup>th</sup> day of December, 2010.

BY: 

Matthew D. Francis (6978)  
Cassandra P. Joseph (9845)  
WATSON ROUNDS  
5371 Kietzke Lane  
Reno, NV 89511  
Telephone: 775-324-4100  
Facsimile: 775-333-8171  
*Attorneys for Plaintiff Jed Margolin*



1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I certify that I am an employee of Watson Rounds, and that on  
3 this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true and  
4 correct copy of the foregoing document, **NOTICE OF ENTRY OF DEFAULT**, addressed as  
5 follows:

6 Reza Zandian  
7 8401 Bonita Downs Road  
8 Fair Oaks, CA 95628

9 Optima Technology Corp.  
10 A California corporation  
11 8401 Bonita Downs Road  
12 Fair Oaks, CA 95628

13 Optima Technology Corp.  
14 A Nevada corporation  
15 8401 Bonita Downs Road  
16 Fair Oaks, CA 95628

17 Reza Zandian  
18 8775 Costa Verde Blvd. #501  
19 San Diego, CA 92122

20 Optima Technology Corp.  
21 A California corporation  
22 8775 Costa Verde Blvd. #501  
23 San Diego, CA 92122

24 Optima Technology Corp.  
25 A Nevada corporation  
26 8775 Costa Verde Blvd. #501  
27 San Diego, CA 92122

28 Dated: December 6, 2010

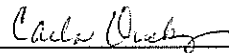
  
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Carla Ousby

Exhibit 1

Exhibit 1

1 Matthew D. Francis (6978)  
2 Cassandra P. Joseph (9845)  
3 WATSON ROUNDS  
4 5371 Kietzke Lane  
5 Reno, NV 89511  
6 Telephone: 775-324-4100  
7 Facsimile: 775-333-8171  
8 Attorneys for Plaintiff Jed Margolin

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6 **In The First Judicial District Court of the State of Nevada**  
7 **In and for Carson City**

9 **JED MARGOLIN, an individual,**

10 **Plaintiff,**

11 **vs.**

12 **OPTIMA TECHNOLOGY CORPORATION,**  
13 **a California corporation, et al.**

14 **Defendants.**

Case No.: 090C00579 1B

Dept. No.: 1

DEFAULT

15  
16 It appearing that Optima Technology Corporation (a California corporation)  
17 the defendant herein is in default for failure to plead or otherwise defend as required by law.

18 DEFAULT is hereby entered against said defendant this 2 day of

19 December, 2010.

20 ALAN GLOVER, Clerk

21  
22 By: C. COOPER, Deputy  
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1 Matthew D. Francis (6978)  
2 Cassandra P. Joseph (9845)  
3 WATSON ROUNDS  
4 5371 Kietzke Lane  
5 Reno, NV 89511  
6 Telephone: 775-324-4100  
7 Facsimile: 775-333-8171  
8 *Attorneys for Plaintiff Jed Margolin*

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March 7, 2011

Date

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CLERK

By

*[Signature]*

Deputy

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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.

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

**NOTICE OF ENTRY OF DEFAULT  
JUDGMENT**

TO: ALL PARTIES

TAKE NOTICE THAT on the 1<sup>st</sup> day of March, 2011, the Court in the above-entitled matter entered a Default Judgment against Defendants and in favor of Plaintiff in the amount of \$121,594.46. A copy of said Order is attached hereto as Exhibit A.

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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 this 4<sup>th</sup> day of March, 2011.

BY:   
Matthew D. Francis (6978)  
Cassandra P. Joseph (9845)  
WATSON ROUNDS  
5371 Kietzke Lane  
Reno, NV 89511  
Telephone: 775-324-4100  
Facsimile: 775-333-8171  
*Attorneys for Plaintiff Jed Margolin*

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I certify that I am an employee of Watson Rounds, and that on  
3 this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true  
4 and correct copy of the foregoing document, **NOTICE OF ENTRY OF DEFAULT**  
5 **JUDGMENT**, addressed as follows:

6  
7 John Peter Lee  
8 John Peter Lee, Ltd.  
9 830 Las Vegas Blvd. South  
10 Las Vegas, NV 89101

11  
12 Reza Zandian  
13 8401 Bonita Downs Road  
14 Fair Oaks, CA 95628

15  
16 Optima Technology Corp.  
17 A California corporation  
18 8401 Bonita Downs Road  
19 Fair Oaks, CA 95628

20  
21 Optima Technology Corp.  
22 A Nevada corporation  
23 8401 Bonita Downs Road  
24 Fair Oaks, CA 95628

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26 Reza Zandian  
27 8775 Costa Verde Blvd. #501  
28 San Diego, CA 92122

Optima Technology Corp.  
A California corporation  
8775 Costa Verde Blvd. #501  
San Diego, CA 92122

Optima Technology Corp.  
A Nevada corporation  
8775 Costa Verde Blvd. #501  
San Diego, CA 92122

Dated: March 4, 2011

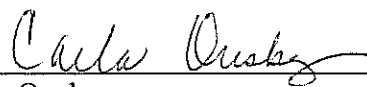
  
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Carla Ousby

Exhibit A

Exhibit A

1 Matthew D. Francis (6978)  
2 Cassandra P. Joseph (9845)  
3 WATSON ROUNDS  
4 5371 Kietzke Lane  
5 Reno, NV 89511  
6 Telephone: 775-324-4100  
7 Facsimile: 775-333-8171  
8 *Attorneys for Plaintiff Jed Margolin*

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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.

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**

On December 9, 2009, Plaintiff Margolin filed his Complaint against Defendants Reza Zandian, Optima Technology Corporation, a Nevada corporation, and Optima Technology Corporation, a California corporation for conversion, tortious interference, unjust enrichment and unfair trade practices.

Defendant Zandian was personally served with the Summons and Complaint on February 2, 2010 and Defendants Optima Technology Corporation, a Nevada corporation, and Optima Technology Corporation, a California corporation were served on March 21, 2010.



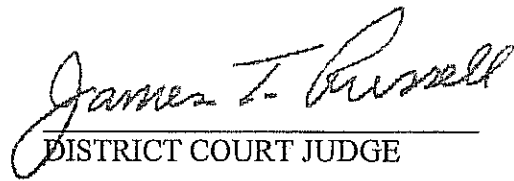
1 Defendants failed to answer or otherwise plead, and default was subsequently entered against  
2 Defendants on December 2, 2010. On December 7, 2010, Plaintiff filed and served a Notice  
3 of Entry of Default for each defendant, and on December 16, 2010, Plaintiff also served the  
4 Application for Default for each defendant and the Notice of Entry of Default for each  
5 defendant on Defendants' last known attorney.

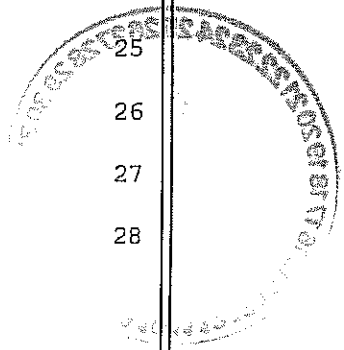
6 After reviewing all pleadings and papers on file in this matter, IT IS HEREBY  
7 ORDERED AS FOLLOWS:

8 Judgment is hereby entered for Plaintiff and against Defendants for damages, along  
9 with pre-judgment interest and costs in the amount of \$121,594.46.

10 IT IS SO ORDERED:

11 Dated: March 1, 2011

12   
13 DISTRICT COURT JUDGE



1 Case No. 09 OC 00579 1B  
2 Dept. No. I

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ALAN GLOVER  
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BY *Alan Glover*  
DEPUTY

6 IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
7 IN AND FOR CARSON CITY

9 JED MARGOLIN, an individual,  
10 Plaintiff,  
11 vs.

**ORDER SETTING ASIDE  
DEFAULT, DENYING MOTION TO  
DISMISS AND GRANTING  
EXTENSION OF TIME FOR  
SERVICE**

12 OPTIMA TECHNOLOGY CORPORATION, A  
13 California corporation, OPTIMA  
14 TECHNOLOGY CORPORATION, a Nevada  
15 corporation, REZA ZANDIAN  
16 aka GOLAMREZA ZANDIANJAZI  
17 aka GHOLAM REZA ZANDIAN aka REZA  
18 JAZI aka J. REZA JAZI aka G. REZA JAZA  
19 aka GHONONREZA ZANDIAN JAZI, an  
20 individual, DOE Companies 1-10, DOE  
21 Corporations 11-20 and DOE Individuals 21-30,  
22 Defendants.

19 This matter comes before the Court pursuant to Defendant Reza Zandian's  
20 (hereinafter "Zandian" or "Defendant") Motion to Dismiss on a Special Appearance filed  
21 on June 9, 2011. On June 22, 2011, Plaintiff filed his Opposition to Motion to Dismiss and  
22 Countermotion to Strike and for Leave to Amend Complaint. Defendant filed his Reply to  
23 Opposition to Motion to Dismiss on a Special Appearance on July 5, 2011.

24 The Court deeming itself fully advised of the matter, hereby enters its Order as  
25 follows:

26 In his Motion, Defendant argues primarily that service of the summons and  
27 complaint was never effectuated upon Defendant. Defendant further argues that Nevada  
28 does not have personal jurisdiction over Defendant in the instant action.

1 In Opposition, Plaintiff argues that service was effectuated upon Defendant as  
2 evidenced by the fact that the summons and complaint were mailed to Defendant's attorney  
3 and that Defendant was personally served with the summons on February 2, 2010. Plaintiff  
4 additionally argues that this Court has personal jurisdiction over the Defendant in this  
5 action, Defendant cannot meet the standard for his Motion to Dismiss, and Defendant  
6 cannot meet the standard for his Motion to Set Aside. Finally, Plaintiff also asserts that  
7 Defendant's Motion to Dismiss should be stricken as he had previously waived his  
8 objections to personal jurisdiction, process and service of process. In the event that the  
9 Court either dismisses the complaint or sets aside the default, Plaintiff requests leave to  
10 amend the complaint to include proper reference to Defendant's actions in the related  
11 Arizona case and to re-serve Defendant in a proper manner.

12 A review of the affidavit of Plaintiff's process server, Robert Toth, indicates that  
13 service of process was never effectuated upon Defendant. The elderly man with whom the  
14 process server left the summons and complaint informed the process server that Defendant  
15 did not reside there. Accordingly, Defendant was not properly served. Furthermore,  
16 Plaintiff's mailing the summons and complaint to Defendant's attorney did not constitute  
17 proper service of process upon Defendant.

18 Having found that service was never effectuated, the Default Judgment entered  
19 against Defendant on March 1, 2011 shall be set aside. However, the Court declines to  
20 Dismiss the Complaint based on service of process, process or personal jurisdiction at this  
21 time. Finally, given Plaintiff's attempts at effectuating service and the difficulty that  
22 Plaintiff has faced in serving Defendant, Plaintiff shall be given additional time to  
23 effectuate proper service upon Defendant.

24 Therefore, good cause appearing,


25 IT IS HEREBY ORDERED that the Default Judgment entered against Defendant  
26 on March 1, 2011 shall be set aside.

27 IT IS HEREBY FURTHER ORDERED that the Defendant's Motion to Dismiss on  
28 a Special Appearance is DENIED without prejudice.

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IT IS HEREBY FURTHER ORDERED that Plaintiff shall have ninety (90) days from the date of this Order to properly effectuate service of the Complaint and Summons and/or an Amended Complaint upon Defendant in accordance with NRCP Rule 4, the Hague convention or any other lawful means of service.

DATED this 3rd day of August, 2011.

  
\_\_\_\_\_  
JAMES T. RUSSELL  
District Court Judge

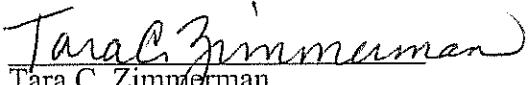
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CERTIFICATE OF SERVICE

I hereby certify that on the 3rd day of August, 2011, I placed a copy of the foregoing Order in the United States Mail, postage prepaid, addressed as follows:

Matthew D. Francis, Esq.  
5371 Kietzke Lane  
Reno, NV 89511

John Peter Lee, Esq.  
830 Las Vegas Blvd. South  
Las Vegas, NV 89101

  
Tara C. Zimmerman  
Law Clerk, Department One

ORIGINAL

1 Matthew D. Francis (6978)  
2 Adam P. McMillen (10678)  
3 WATSON ROUNDS  
4 5371 Kietzke Lane  
5 Reno, NV 89511  
6 Telephone: 775-324-4100  
7 Facsimile: 775-333-8171  
8 *Attorneys for Plaintiff Jed Margolin*

REC'D & FILED ✓

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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.**

**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**

**AMENDED COMPLAINT**  
**(Exemption From Arbitration Requested)**

Plaintiff, JED MARGOLIN ("Mr. Margolin"), by and through his counsel of record, WATSON ROUNDS, and for his Complaint against Defendants, hereby alleges and complains as follows:

**The Parties**

1. Plaintiff Mr. Margolin is an individual residing in Storey County, Nevada.
2. On information and belief, Defendant Optima Technology Corporation is a California corporation with its principal place of business in Irvine, California.



**Facts**

1  
2           9.       Plaintiff Mr. Margolin is the named inventor on numerous patents and patent  
3 applications, including United States Patent No. 5,566,073 (“the ‘073 Patent”), United States  
4 Patent No. 5,904,724 (“the ‘724 Patent”), United States Patent No. 5,978,488 (“the ‘488  
5 Patent”) and United States Patent No. 6,377,436 (“the ‘436 Patent”) (collectively “the Patents”).

6           10.       Mr. Margolin is the legal owner and owner of record for the ‘488 and ‘436  
7 Patents, and has never assigned those patents.

8           11.       In July 2004, Mr. Margolin granted to Optima Technology Group (“OTG”), a  
9 Cayman Islands Corporation specializing in aerospace technology, a Power of Attorney  
10 regarding the ‘073 and ‘724 Patents. In exchange for the Power of Attorney, OTG agreed to  
11 pay Mr. Margolin royalties based on OTG’s licensing of the ‘073 and ‘724 Patents.

12           12.       In May 2006, OTG and Mr. Margolin licensed the ‘073 and ‘724 Patents to  
13 Geneva Aerospace, Inc., and Mr. Margolin received a royalty payment pursuant to the royalty  
14 agreement between Mr. Margolin and OTG.

15           13.       On about July 20, 2004, Mr. Margolin assigned the ‘073 and ‘724 Patents to  
16 OTG.

17           14.       In about November 2007, OTG licensed the ‘073 Patent to Honeywell  
18 International, Inc., and Mr. Margolin received a royalty payment pursuant to the royalty  
19 agreement between Mr. Margolin and OTG.

20           15.       In December 2007, Defendant Zandian filed with the U.S. Patent and Trademark  
21 Office (“USPTO”) fraudulent assignment documents allegedly assigning all four of the Patents  
22 to Optima Technology Corporation.

23           16.       Upon discovery of the fraudulent filing, Mr. Margolin: (a) filed a report with the  
24 Storey County Sheriff’s Department; (b) took action to regain record title to the ‘488 and ‘436  
25 Patents that he legally owned; and (c) assisted OTG in regaining record title of the ‘073 and  
26 ‘724 Patents that it legally owned and upon which it contracted with Mr. Margolin for royalties.

27           17.       Shortly before this, Mr. Margolin and OTG had been named as defendants in an  
28 action for declaratory relief regarding non-infringement of the ‘073 and ‘724 Patents in the



1 United States District Court for the District of Arizona, in a case titled: *Universal Avionics*  
2 *Systems Corporation v. Optima Technology Group, Inc.*, No. CV 07-588-TUC-RCC (the  
3 “Arizona Action”). In the Arizona Action, Mr. Margolin and OTG filed a cross-claim for  
4 declaratory relief against Optima Technology Corporation (Zandian) in order to obtain legal  
5 title to their respective patents.

6 18. On August 18, 2008, the United States District Court for the District of Arizona  
7 entered a final judgment in favor of Mr. Margolin and OTG on their declaratory relief action,  
8 and ordered that OTC—California and OTC—Nevada had no interest in the ‘073 or ‘724  
9 Patents, that the assignment documents filed by Zandian with the USPTO were “forged, invalid,  
10 void, of no force and effect,” that the USPTO was to correct its records with respect to any  
11 claim by OTC to the Patents and/or the Power of Attorney, and that OTC was enjoined from  
12 asserting further rights or interests in the Patents and/or Power of Attorney. Attached as Exhibit  
13 A is a copy of the Order from the United States District Court in the Arizona Action.

14 19. Due to Defendants’ fraudulent acts, title to the Patents was clouded and  
15 interfered with Plaintiff’s and OTG’s ability to license the Patents.

16 20. During the period of time Mr. Margolin worked to correct record title of the  
17 Patents in the Arizona Action and with the USPTO, he incurred significant litigation and other  
18 costs associated with those efforts.

19 **Claim 1--Conversion**  
20 **(Against All Defendants)**

21 21. Paragraphs 1-20 of the Complaint set forth above are incorporated herein by  
22 reference.

23 22. Through the fraudulent acts described above, Defendants wrongfully exerted  
24 dominion over the Patents, thereby depriving Mr. Margolin of the use of such property.

25 23. The Patents and the royalties due Mr. Margolin under the Patents were the  
26 personal property of Mr. Margolin.

27 24. As a direct and proximate result of the Defendants’ conversion, Mr. Margolin  
28 has suffered damages in excess of ten thousand dollars (\$10,000), entitling him to the relief set

1 forth below.

2 **Claim 2--Tortious Interference With Contract**  
3 **(Against All Defendants)**

4 25. Paragraphs 1-24 of the Complaint set forth above are incorporated herein by  
5 reference.

6 26. Mr. Margolin was a party to a valid contract with OTG for the payment of  
7 royalties based on the license of the '073 and '724 Patents.

8 27. Defendants were aware of Mr. Margolin's contract with OTG.

9 28. Defendants committed intentional acts intended and designed to disrupt and  
10 interfere with the contractual relationship between Mr. Margolin and OTG.

11 29. As a result of the acts of Defendants, Mr. Margolin's contract with OTG was  
12 actually interfered with and disrupted.

13 30. As a direct and proximate result of the Defendants' tortious interference with  
14 contract, Mr. Margolin has suffered damages in excess of ten thousand dollars (\$10,000),  
15 entitling him to the relief set forth below.

16 **Claim 3—Intentional Interference with Prospective Economic Advantage**  
17 **(Against All Defendants)**

18 31. Paragraphs 1-30 of the Complaint set forth above are incorporated herein by  
19 reference.

20 32. Defendants were aware of Mr. Margolin's prospective business relations with  
21 licensees of the Patents.

22 33. Defendants purposely, willfully and improperly attempted to induce Mr.  
23 Margolin's prospective licensees to refrain from engaging in business with Mr. Margolin.

24 34. The foregoing actions by Defendants interfered with the business relationships of  
25 Mr. Margolin, and were done intentionally and occurred without consent or authority of Mr.  
26 Margolin.

27 35. As a direct and proximate result of the Defendants' tortious interference, Mr.  
28 Margolin has suffered damages in excess of ten thousand dollars (\$10,000), entitling him to the  
relief set forth below.

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**Claim 4—Unjust Enrichment**  
**(Against All Defendants)**

36. Paragraphs 1-35 of the Complaint set forth above are incorporated herein by reference.

37. Defendants wrongfully obtained record title to the Patents.

38. Defendants were aware that record title to the Patents was valuable, and were aware of the benefit derived from having record title.

39. Defendants unjustly benefitted from the use of Mr. Margolin's property without compensation to Mr. Margolin.

40. As a direct and proximate result of Defendants' aforementioned acts, Mr. Margolin is entitled to equitable relief.

**Claim 5—Unfair and Deceptive Trade Practices**  
**(Against All Defendants)**

41. Paragraphs 1-40 of the Complaint set forth above are incorporated herein by reference.

42. The Defendants, engaging in the acts and conduct described above, have knowingly and willfully committed unfair and deceptive trade practices under NRS 598.0915 by making false representations.

43. As a direct and proximate result of the Defendants' unfair and deceptive trade practices, Mr. Margolin has suffered damages in excess of ten thousand dollars (\$10,000), entitling him to the relief set forth below.

WHEREFORE, Plaintiff Jed Margolin, prays for judgment against the Defendants as follows:

1. That Plaintiff be awarded damages for Defendants' tortious conduct;
2. That Plaintiff be awarded damages for Defendants' unjust enrichment;
3. That Plaintiff be awarded damages for Defendants' commission of unfair and deceptive trade practices, in an amount to be proven at trial, with said damages being trebled pursuant to NRS 598.0999;

1           4.       That Plaintiff be awarded actual, consequential, future, and punitive damages of  
2 whatever type or nature;

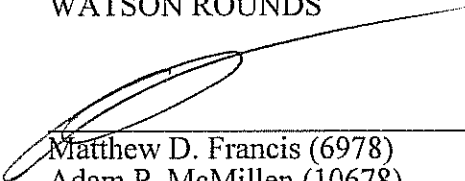
3           5.       That the Court award all such further relief that it deems just and proper.

4                                       **AFFIRMATION**

5           Pursuant to NRS 239B.030, the undersigned does hereby affirm that the preceding  
6 document, filed in District Court, does not contain the social security number of any person.

7  
8       DATED: August 11, 2011

WATSON ROUNDS

  
\_\_\_\_\_  
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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**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I certify that I am an employee of Watson Rounds, and that on this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true and correct copy of the foregoing document, **AMENDED COMPLAINT** (Exemption From Arbitration Requested), addressed as follows:

John Peter Lee  
John Peter Lee, Ltd.  
830 Las Vegas Blvd. South  
Las Vegas, NV 89101

Dated: August 11, 2011

  
\_\_\_\_\_  
Carla Ousby

ORIGINAL

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ALAN GLOWER

BY Alan Glower CLERK  
DEPUTY

1 Matthew D. Francis (6978)  
2 Adam P. McMillen (10678)  
3 WATSON ROUNDS  
4 5371 Kietzke Lane  
5 Reno, NV 89511  
6 Telephone: 775-324-4100  
7 Facsimile: 775-333-8171  
8 *Attorneys for Plaintiff Jed Margolin*

9  
10 **In The First Judicial District Court of the State of Nevada**  
11 **In and for Carson City**

12 **JED MARGOLIN, an individual,**

13 **Plaintiff,**

14 **vs.**

15 **OPTIMA TECHNOLOGY CORPORATION,**  
16 **a California corporation, OPTIMA**  
17 **TECHNOLOGY CORPORATION, a Nevada**  
18 **corporation, REZA ZANDIAN**  
19 **aka GOLAMREZA ZANDIANJAZI**  
20 **aka GHOLAM REZA ZANDIAN**  
21 **aka REZA JAZI aka J. REZA JAZI**  
22 **aka G. REZA JAZI aka GHONONREZA**  
23 **ZANDIAN JAZI, an individual, DOE**  
24 **Companies 1-10, DOE Corporations 11-20,**  
25 **and DOE Individuals 21-30,**

26 **Defendants.**

Case No.: 090C00579 1B

Dept. No.: 1

**NOTICE OF ENTRY OF**  
**AMENDED ORDER**

27 Please take notice that the Amended Order Allowing Service by Publication, attached  
28 hereto as Exhibit 1, was filed in the above-entitled Court on September 27, 2011.

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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: October 4, 2011

WATSON ROUNDS

By: 

Matthew D. Francis  
Adam P. McMillen  
Watson Rounds  
5371 Kietzke Lane  
Reno, NV 89511

Attorneys for Plaintiff Jed Margolin

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**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I certify that I am an employee of Watson Rounds, and that on this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true and correct copy of the foregoing document, **Notice of Entry of Amended Order**, addressed as follows:

John Peter Lee  
John C. Courtney  
John Peter Lee, Ltd.  
830 Las Vegas Blvd. South  
Las Vegas, NV 89101

Dated: October 4, 2011


  
\_\_\_\_\_  
Carla Ousby



Exhibit 1

Exhibit 1

ORIGINAL

1 Matthew D. Francis (6978)  
2 Adam P. McMillen (10678)  
3 WATSON ROUNDS  
4 5371 Kietzke Lane  
5 Reno, NV 89511  
6 Telephone: 775-324-4100  
7 Facsimile: 775-333-8171  
8 *Attorneys for Plaintiff Jed Margolin*

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ALAN GLOVER  
BY  CLERK  
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7 **In The First Judicial District Court of the State of Nevada**  
8 **In and for Carson City**

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.**

Case No.: 090C00579 1B

Dept. No.: 1

**[PROPOSED] AMENDED ORDER**  
**ALLOWING SERVICE BY**  
**PUBLICATION**

25 Plaintiff Jed Margolin has sought the Order of this Court allowing service by publication  
26 as against Defendants Optima Technology Corporation, a California corporation, Optima  
27 Technology Corporation. a Nevada corporation, and Reza Zandian, aka Golamreza Zandianjazi,  
28 aka Gholam Reza Zandian aka Reza Jazi aka J. Reza Jazi aka G. Reza Jazi aka Ghononreza  
Zandian Jazi, for up to four weeks following the issuance thereof.

This Court has reviewed all pleadings and papers on file herein and is fully informed  
concerning all relevant facts and issues. IT IS THEREFORE ORDERED AS FOLLOWS:

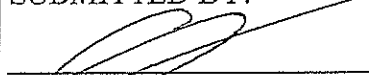
1 Service of process as against Defendants may be made by publication by publishing such  
2 Summons in the San Diego Union-Tribune, the Reno Gazette-Journal, and the Las Vegas  
3 Review Journal for a period of four weeks and said publication to occur at least once a week  
4 during said time.

5  
6 IT IS SO ORDERED:

7 Dated: September 27, 2011

  
DISTRICT COURT JUDGE

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17 SUBMITTED BY:

  
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19 Adam P. McMillen (10678)  
WATSON ROUNDS  
5371 Kietzke Lane  
20 Reno, NV 89511  
Telephone: 775-324-4100  
21 Facsimile: 775-333-8171  
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1 Case No. 09 OC 00579 1B  
2 Dept. No. I

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5 In The First Judicial District Court of the State of Nevada  
6 In and for Carson City

7 JED MARGOLIN, an individual,  
8  
9 Plaintiff,

10 vs.

**ORDER DENYING DEFENDANT'S  
MOTION TO DISMISS**

11 OPTIMA TECHNOLOGY CORPORATION,  
12 a California corporation, OPTIMA  
13 TECHNOLOGY CORPORATION, a Nevada  
14 corporation, REZA ZANDIAN  
15 aka GOLAMREZA ZANDIANJAZI  
16 aka GHOLAM REZA ZANDIAN  
17 aka REZA JAZI aka J. REZA JAZI  
18 aka G. REZA JAZI aka GHONONREZA  
19 ZANDIAN JAZI, an individual, DOE Companies  
20 1-10, DOE Corporations 11-20, and DOE  
21 Individuals 21-30,  
22  
23 Defendants.

19 This matter comes before the Court on Defendant Reza Zandian's ("Zandian" or  
20 "Defendant") Motion to Dismiss Amended Complaint on Special Appearance, dated November  
21 16, 2011. Plaintiff filed his Opposition to Motion to Dismiss on December 5, 2011. Zandian  
22 filed his Reply to Opposition to Motion to Dismiss on December 13, 2011. A Request for  
23 Submission was filed on February 13, 2012.

24 Upon consideration of the foregoing documents, and the Court deeming itself fully  
25 advised of the matter, the Court hereby enters its Order Denying Defendant's Motion to Dismiss  
26 as follows:

27 In his Motion, Defendant argues primarily that service of the summons and complaint  
28 was never effectuated upon Defendant. Defendant further argues that Nevada does not have

1 personal jurisdiction over Defendant in this action. Finally, Defendant argues Plaintiff's claims  
2 are barred by the doctrine of claim preclusion. The Court rejects these arguments as stated  
3 below.

#### 4 **I. Service of Process**

5 In opposition to Defendant's motion to dismiss, Plaintiff argues that pursuant to NRCP  
6 4(e)(1)(iii), Defendant has been properly served with the summons and complaint by  
7 publication. NRCP 4(e)(1)(iii) states as follows:

8 The order [to serve by publication] shall direct the publication to be made in a  
9 newspaper, published in the State of Nevada, to be designated by the court or  
10 judge thereof, for a period of 4 weeks, and at least once a week during said  
11 time. In addition to in-state publication, where the present residence of the  
12 defendant is unknown the order may also direct that publication be made in a  
13 newspaper published outside the State of Nevada whenever the court is of the  
14 opinion that such publication is necessary to give notice that is reasonably  
15 calculated to give a defendant actual notice of the proceedings.

16 NRCP 4(e)(1)(iii).

17 Initially, as Plaintiff was having difficulty serving Defendant, the summons and  
18 complaint were mailed to Defendant's attorney on January 8, 2010 and a request for assistance  
19 in serving Defendant was made. Receiving no response from Defendant's counsel, Plaintiff  
20 attempted to personally serve Defendant at his last-known residential and/or business address  
21 of 8401 Bonita Downs Road, Fair Oaks, California 95628.

22 However, on August 3, 2011, the Court found that personal service of process had not  
23 yet been effectuated upon Defendant. Also, on August 3, 2011, the Court ordered that Plaintiff  
24 shall be given ninety (90) days to effectuate proper service on Defendant.

25 On August 4, 2011, Plaintiff's counsel sent a letter to Defendant's counsel requesting  
26 that defense counsel accept service on behalf of Defendant and/or provide a current address for  
27 the Defendant. On August 8, 2011, Defendant's counsel declined to accept service and  
28 declined to provide a current address for the Defendant.

On August 11, 2011, Plaintiff filed a motion to serve all the Defendants by publication.  
No opposition was filed. On September 27, 2011, pursuant to Plaintiff's motion to serve all  
Defendants by publication, this Court ordered that service of process, as against all

1 Defendants, may be made by publication by publishing the summons in the San Diego Union-  
2 Tribune, the Reno Gazette-Journal and the Las Vegas Review Journal for a period of four  
3 weeks and said publication to occur at least once a week during said time.

4 As reflected in the affidavits of service filed on November 7, 2011, this Court finds that  
5 Defendant was properly served by publication in the San Diego Union-Tribune on September  
6 23, 2011, September 30, 2011, October 7, 2011 and October 14, 2011, in the Reno Gazette-  
7 Journal on September 16, 2011, September 23, 2011, September 30, 2011 and October 7,  
8 2011, and in the Las Vegas Review Journal on October 7, 2011, October 14, 2011, October 21,  
9 2011 and October 28, 2011.

## 10 II. Jurisdiction

11 Plaintiff argues that Defendant's contacts with the State of Nevada are so substantial,  
12 continuous and systematic that he should be deemed present in the forum. Nevada's long arm  
13 statute states as follows:

- 14 1. A court of this state may exercise jurisdiction over a party to a civil action  
15 on any basis not inconsistent with the Constitution of this state or the  
16 Constitution of the United States.
- 17 2. Personal service of summons upon a party outside this state is sufficient to  
18 confer upon a court of this state jurisdiction over the party so served if the  
19 service is made by delivering a copy of the summons, together with a copy of  
20 the complaint, to the party served in the manner provided by statute or rule of  
21 court for service upon a person of like kind within this state.
- 22 3. The method of service provided in this section is cumulative, and may be  
23 utilized with, after or independently of other methods of service.

24 NRS 14.065(1)-(3).

25 In addition, in Nevada, "[t]here are two types of personal jurisdiction: general and  
26 specific." *Baker v. Eighth Judicial Dist. Court ex rel. County of Clark*, 116 Nev. 527, 532,  
27 999 P.2d 1020, 1023 (2000). "General jurisdiction is required in matters where a defendant is  
28 held to answer in a forum for causes of action unrelated to his forum activities." *Baker v.*  
*Eighth Judicial Dist. Court ex rel. County of Clark*, 116 Nev. 527, 532, 999 P.2d 1020, 1023  
(2000). "General jurisdiction over a nonresident will lie where the nonresident's activities in  
the forum are 'substantial' or 'continuous and systematic.'" *Id.* "General jurisdiction over the  
defendant 'is appropriate where the defendant's forum activities are so "substantial" or

1 “continuous and systematic” that [he] may be deemed present in the forum.” *Freeman v.*  
2 *Second Judicial Dist. Court ex rel. County of Washoe*, 116 Nev. 550, 553, 1 P.3d 963, 965  
3 (2000).

4 In this matter, it is represented that Defendant owns real property throughout Nevada,  
5 that he is listed as the owner of two parcels in Clark County equaling 30 acres combined, that  
6 he is listed as an owner of 10 parcels in Washoe County ((APN: 79-150-09: 560 acres)(APN:  
7 079-150-10: 639 acres)(APN: 079-150-13: 560 acres)(APN: 084-040-02: 627 acres)(APN:  
8 084-040-04: 640 acres)(APN: 084-040-06: 633 acres)(APN: 084-040-10: 390 acres)(APN  
9 084-130-07: 275 acres)(APN: 79-150-12:160 acres)), that he is listed as an owner and/or is  
10 partial owner of 6 parcels in Lyon County (330.20 acres combined), that he is listed as part  
11 owner of two parcels in Churchill County (56.75 acres combined), and that he is listed as part  
12 owner of one parcel in Elko County (17.6 acres).

13 With regard to doing business within Nevada, Plaintiffs assert that Defendant is a  
14 managing member of and resident agent of many businesses in Nevada. For example,  
15 Defendant is a managing member of Johnson Spring Water Company LLC, a Nevada LLC.  
16 He is a managing member of Wendover Project L.L.C., a Nevada LLC. He is or was recently  
17 a manager of 11000 Reno Highway, Fallon, LLC, a Nevada LLC, and currently, 11000 Reno  
18 Highway, Fallon, LLC is listed as the owner of 640 acres of real property in Churchill County.

19 Defendant is or was recently a managing member and registered agent of Misfits  
20 Development LLC, a Nevada LLC. He is or was recently a managing member and registered  
21 agent of Elko North 5<sup>th</sup> Avenue, LLC, a Nevada LLC. He is a managing member and  
22 registered agent for Stagecoach Valley LLC, an active Nevada LLC.

23 Defendant acted as the resident agent for a revoked Nevada limited liability company  
24 named Rock and Royalty LLC, where his resident agent address was 1401 S. Las Vegas  
25 Boulevard, Las Vegas, Nevada 89104. He was a managing member of Gold Canyon  
26 Development LLC, a Nevada LLC that is now in default status. He was a managing member  
27 of High Tech Development LLC, a Nevada LLC that has been dissolved. He was a managing  
28 member of Lyon Park Development LLC, a Nevada LLC that has been dissolved. He was a

1 managing member of Churchill Park Development LLC, a Nevada LLC that has been  
2 dissolved. He was a manager of Sparks Village LLC, a Nevada LLC that is in default status.  
3 He was president, secretary, treasurer, director and resident agent of Optima Technology  
4 Corporation, a now revoked Nevada close corporation. He was a managing member of I-50  
5 Plaza LLC, a Nevada LLC in default status. He was a manager of Dayton Plaza, LLC, a  
6 Nevada LLC in default status. Finally, he was a manager of Reno Highway Plaza, LLC, a  
7 Nevada LLC in revoked status.

8 Also, he listed Carson City and Las Vegas addresses for his registered agent and officer  
9 information for Rock and Royalty LLC, Optima Technology Corporation, High Tech  
10 Development LLC, Lyon Park Development LLC, Churchill Park Development LLC, Sparks  
11 Village, LLC, I-50 Plaza LLC, Dayton Plaza, LLC, 11000 Reno Highway Fallon LLC, Misfits  
12 Development LLC, Elko North 5<sup>th</sup> Ave, LLC, and Stagecoach Valley LLC.

13 Thus, it appears to this Court that Defendant owns or partially owns many properties  
14 within and throughout the state of Nevada and does a significant amount of business within the  
15 state. His property ownership and his business dealings show that his forum activities are so  
16 “substantial” or “continuous and systematic” that he should be deemed present in the forum  
17 and therefore general jurisdiction is appropriate.

### 18 **III. Claim Preclusion and Issue Preclusion**

19 There is a three-part test for determining whether claim preclusion applies: (1) the  
20 parties or their privies are the same, (2) the final judgment is valid, and (3) the subsequent  
21 action is based on the same claims or any part of them that were or could have been brought in  
22 the first case. *Five Star Capital Corp. v. Ruby*, 124 Nev. 1028, 194 P.3d 709, 713 (Nev.  
23 2008).

24 In this case, Defendant argues that the *Universal Avionics Systems Corporation v.*  
25 *Optima Technology Group, Inc.*, No. CV 07-588-TUC-RCC (the “Arizona action”) has no  
26 application to him: “Because no summons was ever issued as to Zandian in the underlying  
27 U.S. District Court action which forms the basis of the instant action, any domestication of the  
28 U.S. District Court action as it pertains to Zandian is a clear violation of Zandian’s



1 constitutional right to notice under the Due Process clauses of the Fifth and Fourteenth  
2 Amendments of the U.S. Constitution.” See Motion to Dismiss Amended Complaint on  
3 Special Appearance, dated 11/17/11, 5:5-10, on file herein. Thus, Defendant correctly points  
4 out that Defendant was not a party to the Arizona action and the Arizona action does not apply  
5 to him.

6 In addition, the Arizona action was a declaratory judgment action brought by Universal  
7 Avionics Systems Corporation (“Universal”) against Plaintiff, Optima Technology Group  
8 (“OTG”), Optima Technology Corporation (“OTC”) and Robert Adams. Universal sought a  
9 declaratory judgment that the ‘073 and ‘724 patents were invalid and not infringed and  
10 asserted claims for breach of contract under the law of the State of Arizona, unfair competition  
11 and negligent interference with prospective economic advantage under the laws of the State of  
12 California.

13 In the Arizona action, OTG counterclaimed against Universal and cross-claimed  
14 against OTC, Joachim Naimer, Jane Naimer, Frank Hummel and Jane Doe Hummel. OTG  
15 claimed patent infringement against Universal, Naimer and Hummel. OTG claimed breach of  
16 contract, breach of the implied covenant of good faith and fair dealing, and negligence against  
17 Universal. OTG sought a declaratory judgment against OTC that OTC had no interest or right  
18 in the durable power of attorney from Jed Margolin or the above mentioned patents, that  
19 OTC’s filing and/or recording of documents with the U.S. Patent and Trademark Office  
20 (“PTO”) was invalid and void, and ordering the PTO to correct and expunge its records with  
21 regards to the same. Finally, OTG claimed injurious falsehood, slander of title, trespass to  
22 chattels, unfair competition, unfair and deceptive competition and business practices, unlawful  
23 conspiracy, joint and several liability, and punitive damages against Universal and OTC.

24 In this case, Jed Margolin is claiming conversion, tortious interference with contract,  
25 intentional interference with prospective economic advantage, unjust enrichment, and unfair  
26 and deceptive trade practices against all Defendants in this matter, including Zandian in his  
27 personal capacity. Zandian was not a party to the Arizona action. The parties and their privies  
28

1 and the claims in this matter are not the same as the parties and their privies and the claims in  
2 the Arizona action.

3 Therefore, as the parties and their privies and the claims in the Arizona action are not  
4 the same as the parties and their privies and the claims in this action, claim preclusion does not  
5 apply.

6 Also, there is a four-part test for the application of issue preclusion: “(1) the issue  
7 decided in the prior litigation must be identical to the issue presented in the current action; (2)  
8 the initial ruling must have been on the merits and have become final; ... (3) the party against  
9 whom the judgment is asserted must have been a party or in privity with a party to the prior  
10 litigation; and (4) the issue was actually and necessarily litigated.” *Five Star Capital Corp.*,  
11 124 Nev. 1028, 194 P.3d at 713.

12 The only issue in the Arizona action that could be identical to an issue in this matter is  
13 the fact that the Arizona court found that OTC filed a forged, invalid and void assignment with  
14 the PTO and that OTC has no interest in U.S. Patents Nos. 5,566,073 and 5,904,724 (“the  
15 Patents”) or the Durable Power of Attorney from Jed Margolin dated July 20, 2004. *See*  
16 Exhibit B to Defendant’s Motion to Dismiss Amended Complaint on Special Appearance,  
17 dated 11/17/11. The Arizona court also ordered that the “Assignment Optima Technology  
18 Corporation filed with the USPTO is forged, invalid, void, of no force and effect, and is  
19 hereby struck from the records of the USPTO.” *Id.* Thus, one related issue has been decided.  
20 However, that one issue only involved OTC, the California Corporation. That issue was not  
21 decided with respect to OTC, the Nevada Corporation and it was not decided with respect to  
22 Zandian.

23 In addition, the other claims and issues in this matter are distinct and not identical to  
24 the issues raised in the Arizona action, have not been decided on the merits and become final,  
25 have not been actually and necessarily litigated and the parties and their privies are not the  
26 same.

#### 27 **IV. Conclusion**

28 Therefore, good cause appearing,

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THE COURT FINDS that service of process has been properly effectuated against Defendant by publication.

THE COURT FINDS that Defendant's forum activities are so substantial and/or continuous and systematic that he should be deemed present in the forum and therefore personal jurisdiction over him is appropriate in this matter.

THE COURT FINDS that claim and issue preclusion do not bar this action.

THEREFORE, IT IS HEREBY ORDERED that Defendant Zandian's Motion to Dismiss Amended Complaint on Special Appearance is DENIED.

Dated this 21<sup>st</sup> day of February 2012.

  
\_\_\_\_\_  
JAMES T. RUSSELL  
DISTRICT COURT JUDGE

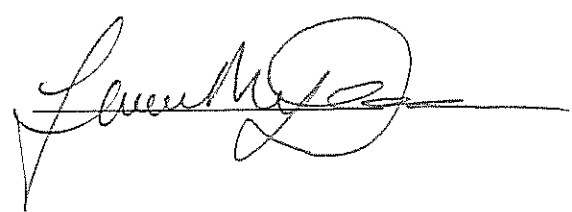
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CERTIFICATE OF SERVICE

I hereby certify that on the 21<sup>st</sup> day of February, 2012, I placed a copy of the foregoing Order in the United States Mail, postage prepaid, addressed as follows:

Matthew D. Francis, Esq.  
5371 Kietzke Lane  
Reno, NV 89511

John Peter Lee  
830 Las Vegas Blvd. South  
Las Vegas, NV 89101



1 Case No. 09 OC 00579 1B  
2 Dept. No. I

REC'D & FILED

2012 FEB 23 PM 2:09

ALAN GLOVER  
CLERK  
BY Alan Glover  
DEPUTY

6 IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
7 IN AND FOR CARSON CITY

9 JED MARGOLIN, an individual,  
10 Plaintiff,  
11 vs.  
12 OPTIMA TECHNOLOGY CORPORATION, A  
13 California corporation, OPTIMA  
14 TECHNOLOGY CORPORATION, a Nevada  
15 corporation, REZA ZANDIAN  
16 aka GOLAMREZA ZANDIANJAZI  
17 aka GHOLAM REZA ZANDIAN aka REZA  
18 JAZI aka J. REZA JAZI aka G. REZA JAZA  
19 aka GHONONREZA ZANDIAN JAZI, an  
20 individual, DOE Companies 1-10, DOE  
21 Corporations 11-20 and DOE Individuals 21-30,  
22 Defendants.

**ORDER DENYING  
MOTION TO STRIKE**

19 This matter is before the Court on a Motion to Strike filed on January 23, 2012. An  
20 Opposition to Motion to Strike was filed on February 2, 2012. A Reply in Support of  
21 Motion to Strike as filed on February 13, 2012. A Request for Submission was filed on  
22 February 13, 2012.

23 Based on this Court's Order Denying Defendant's Motion to Dismiss entered on  
24 February 21, 2012, the Motion to Strike is moot. Therefore, good cause appearing,

25 IT IS HEREBY ORDERED that the Motion to Strike is DENIED.

26 DATED this 23 day of February, 2012.

27 James T. Russell  
28 JAMES T. RUSSELL  
District Court Judge


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CERTIFICATE OF SERVICE

I hereby certify that on the 23<sup>rd</sup> day of February, 2012, I placed a copy of the foregoing Order in the United States Mail, postage prepaid, addressed as follows:

Matthew D. Francis, Esq.  
Adam P. McMillen, Esq.  
5371 Kietzke Lane  
Reno NV 89511

John Peter Lee, Esq.  
John C. Courtney, Esq.  
830 Las Vegas Blvd South  
Las Vegas NV 89101

  
\_\_\_\_\_  
Christine Erven  
Judicial Assistant, Department One


**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 JOHN PETER LEE, LTD.  
JOHN PETER LEE, ESQ.  
2 Nevada Bar No. 001768  
JOHN C. COURTNEY, ESQ.  
3 Nevada Bar No. 011092  
830 Las Vegas Boulevard South  
4 Las Vegas, Nevada 89101  
(702) 382-4044 Fax: (702) 383-9950  
5 e-mail: [info@johnpeterlee.com](mailto:info@johnpeterlee.com)  
*Attorneys for Defendant*  
6 *Optima Technology Corporation,*  
*Reza Zandian aka Golamreza Zandianjazi*  
7 *aka Gholamreza Zandianjazi aka Gholam Reza Zandian*  
*aka Reza Jazi aka J. Reza Jazi aka G. Reza Jazi aka*  
8 *Ghononreza Zandian Jazi*

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ALAN GLOVER

BY  CLERK  
DEPUTY

9  
10 **IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**  
**IN AND FOR CARSON CITY**

11 JED MARGOLIN, an individual;  
12  
Plaintiff,

Case No.: 090C00579  
Dept. No.: I

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  
17 JAZI aka J. REZA JAZI AKA G. REZA JAZI  
aka GHONONREZA ZANDIAN JAZI, an  
18 individual, DOE Companies 1-10; DOE  
Corporations 11-20, and DOE Individuals 21-  
19 30,

20 Defendants.

21 1334.023382-td

22 **GENERAL DENIAL**

23 COMES NOW the Defendant, OPTIMA TECHNOLOGY CORPORATION, a California  
24 Corporation and OPTIMA TECHNOLOGY CORPORATION, a Nevada Corporation, by and  
25 through its attorney of record, JOHN PETER LEE, LTD., and files its General Denial as follows:

26 The Defendant denies each and every allegation contained in the Amended Complaint on file  
27 herein.

28 ...

WFZ2307

ATTORNEYS' FEES

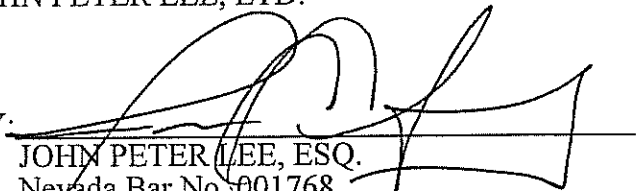
Defendant has been required to retain the services of JOHN PETER LEE, LTD. to defend against this action, and he is entitled to reasonable attorneys' fees therefor.

WHEREFORE, Defendant(s) pray(s) judgment as follows:

1. That Plaintiff take nothing by virtue of his Complaint on file herein and that the same be forthwith dismissed with prejudice;
2. Reasonable attorneys' fees;
3. Costs incurred herein;
4. And for such other and further relief as to this Court may seem proper.

DATED this 13<sup>th</sup> day of March, 2012.

JOHN PETER LEE, LTD.

BY: 

JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
JOHN C. COURTNEY, ESQ.  
Nevada Bar No. 011092  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
Ph: (702) 382-4044/Fax: (702) 383-9950  
Attorneys for Defendant

**JOHN PETER LEE, L.L.D.**  
ATTORNEYS AT LAW  
830 LAS VEGAS BLVD. SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

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CERTIFICATE OF MAILING

I HEREBY CERTIFY that on the 13<sup>th</sup> day of March, 2012, I served a copy of the above and foregoing GENERAL DENIAL, upon the appropriate parties hereto, by enclosing it in a sealed envelope, deposited in the United States mail, upon which first class postage was fully prepaid addressed to:

Matthew D. Francis  
Adam P. McMillen  
WATSON & ROUNDS  
5371 Kietzke Lane  
Reno, Nevada 89511



\_\_\_\_\_  
An Employee of JOHN PETER LEE, LTD.

**JOHN PETER LEE, LTD.**  
ATTORNEYS AT LAW  
830 LAS VEGAS BLVD. SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

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1 Case No. 09 0C 00579 1B

2 Dept. No. I

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ALAN GLOVER  
BY *Alan Glover* CLERK  
DEPUTY

3  
4 In The First Judicial District Court of the State of Nevada

5  
6 In and for Carson City

7 JED MARGOLIN, an individual,

8 Plaintiff,

9 vs.

10 OPTIMA TECHNOLOGY CORPORATION,  
11 a California corporation, OPTIMA  
12 TECHNOLOGY CORPORATION, a Nevada  
13 corporation, REZA ZANDIAN  
14 aka GOLAMREZA ZANDIANJAZI  
15 aka GHOLAM REZA ZANDIAN  
16 aka REZA JAZI aka J. REZA JAZI  
17 aka G. REZA JAZI aka GHONONREZA  
18 ZANDIAN JAZI, an individual, DOE Companies  
1-10, DOE Corporations 11-20, and DOE  
Individuals 21-30,

19 Defendants.

**ORDER GRANTING PLAINTIFF'S  
MOTION TO COMPEL  
APPEARANCE OF COUNSEL FOR  
OPTIMA TECHNOLOGY  
CORPORATIONS, OR IN THE  
ALTERNATIVE, MOTION TO  
STRIKE GENERAL DENIAL OF  
OPTIMA TECHNOLOGY  
CORPORATIONS**

20 This matter comes before the Court on Plaintiff Jed Margolin's motion for an order  
21 compelling Defendants Optima Technology Corporation, a California corporation, and Optima  
22 Technology Corporation, a Nevada corporation (collectively "Optima Technology  
23 Corporations") to retain legal counsel, or, in the alternative, to strike the General Denial of those  
24 Corporations filed on March 13, 2012.

25 Upon consideration of the foregoing documents, and the Court deeming itself fully  
26 advised of the matter, the Court hereby enters its Order Granting Plaintiff's Motion and finds  
27 and orders as follows:

28 Plaintiff filed the Complaint in this action on December 11, 2009. After extensive  
briefing regarding service on Defendants concluded, and after the Court denied Defendants'

1 Motions to Dismiss, Defendants served two “General Denials.” The first General Denial was  
2 served on March 5, 2012 on behalf of the individual Reza Zandian aka Golamreza Zandianjazi  
3 aka Gholam Reza Zandian aka Reza Jazi aka J. Reza Jazi aka G. Reza Jazi aka Ghononreza  
4 Zandian Jazi. The second General Denial was served on March 13, 2012 on behalf of the  
5 Optima Technology Corporations.

6 On March 13, 2012, Defense counsel moved to withdraw from representing all of the  
7 individual and corporate Defendants in this action. On March 16, 2012, Plaintiff filed a non-  
8 opposition to Defense counsel’s Motion to Withdraw and on April 26, 2012, this Court granted  
9 Defense counsel’s Motion to Withdraw. No appearance of counsel has been entered for any of  
10 the Defendants as of this date.

11 NRS 7.285 provides that “[n]o person shall practice law in this state unless he is an  
12 active member of the State Bar of Nevada pursuant to the rules of the supreme court.” The  
13 statute further provides that any person who practices law who is not an active member of the  
14 State Bar of Nevada is guilty of a misdemeanor. SCR 77 provides that, with certain  
15 inapplicable exceptions, no person may practice law as an officer of the courts in this state  
16 who is not an active member of the state bar. Nevada case law is clear on this issue as well.  
17 *See State v. Stu's Bail Bonds*, 115 Nev. 436, n. 1, 991 P.2d 469, 470 n. 1 (1999) (“business  
18 entities are not permitted to appear, or file documents, in proper person”); *Salman v.*  
19 *Newell*, 110 Nev. 1333, 1336, 885 P. 2d 607, 608 (1994) (observing that no statute or rule  
20 permits a non-lawyer to represent an entity and concluding that an entity cannot proceed in  
21 proper person); *Sunde v. Contel of California*, 112 Nev. 541, 542–43, 915 P.2d 298, 299  
22 (1996) (explaining that non-lawyers may not represent entities in court).

23 In addition, courts may strike pleadings when a corporation has failed to retain counsel.  
24 *See Trustees of Operating Engineers Pension Trust v. O'Donnell*, 2007 WL 672528, \*2 (D.  
25 Nev. 2007) (granting motion to compel and alternative motion to strike answer) (citations  
26 omitted).

27 In light of the foregoing, the Court finds that the Optima Technology Corporations  
28 cannot defend, prosecute, or participate in this action without counsel licensed in the State of

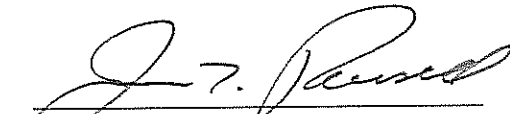
1 Nevada. In Plaintiff's Motion, Plaintiff requested that the Optima Technology Corporations be  
2 ordered to retain legal counsel no later than June 15, 2012. Plaintiff also requested that the  
3 March 13, 2012 General Denial filed by the Optima Technology Corporations be stricken if the  
4 Optima Technology Corporations did not retain new counsel by June 15, 2012. Pursuant to the  
5 above findings, the Court further finds that Plaintiff's requests should be granted with the  
6 Optima Technology Corporations now being given until July 15, 2012 to retain counsel or their  
7 General Denial will be stricken.

8 THEREFORE, Plaintiff Jed Margolin's Motion to Compel Appearance of Counsel for  
9 the Optima Technology Corporations or in the Alternative Motion to Strike the General Denial  
10 of the Optima Technology Corporations is GRANTED as follows:

11 IT IS HEREBY ORDERED that the Optima Technology Corporations must retain  
12 counsel and that counsel must enter an appearance in this matter on behalf of the Optima  
13 Technology Corporations by July 15, 2012.

14 IT IS FURTHER ORDERED that if no appearance is entered on behalf of the Optima  
15 Technology Corporations by July 15, 2012, the Optima Technology Corporations' General  
16 Denial, filed on March 13, 2012, shall be stricken.

17 Dated this 28<sup>th</sup> day of June 2012.

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20 JAMES T. RUSSELL  
21 DISTRICT COURT JUDGE  
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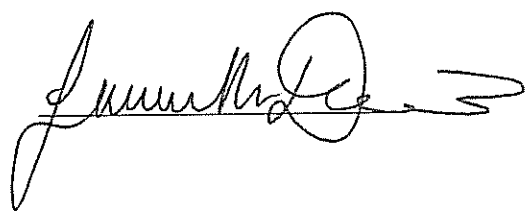
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CERTIFICATE OF SERVICE

I hereby certify that on the 24 day of June, 2012, I placed a copy of the foregoing  
Order in the United States Mail, postage prepaid, addressed as follows:

Matthew D. Francis, Esq.  
Adam P. McMillen, Esq.  
5371 Kietzke Lane  
Reno, NV 89511

Reza Zandian  
8775 Costa Verde Blvd. Apt #501  
San Diego, CA 82122



ORIGINAL

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  
2012 SEP 27 PM 1:00  
ALAN GLEVER  
DEPUTY CLERK

7 **In The First Judicial District Court of the State of Nevada**  
8 **In and for Carson City**

10 **JED MARGOLIN, an individual,**

11 **Plaintiff,**

12 **vs.**

13 **OPTIMA TECHNOLOGY CORPORATION,**  
14 **a California corporation, OPTIMA**  
**TECHNOLOGY CORPORATION, a Nevada**  
15 **corporation, REZA ZANDIAN**  
16 **aka GOLAMREZA ZANDIANJAZI**  
**aka GHOLAM REZA ZANDIAN**  
17 **aka REZA JAZI aka J. REZA JAZI**  
**aka G. REZA JAZI aka GHONONREZA**  
18 **ZANDIAN JAZI, an individual, DOE**  
**Companies 1-10, DOE Corporations 11-20,**  
19 **and DOE Individuals 21-30,**

20 **Defendants.**

Case No.: 090C00579 1B

Dept. No.: 1

**NOTICE OF ENTRY OF DEFAULT**

23 To all parties:

24 Please take notice that the Default as to Optima Technology Corporation, a California  
25 corporation, and Optima Technology Corporation, a Nevada corporation, attached hereto as  
26 Exhibit 1 was filed in the above-titled Court on September 24, 2012.

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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: September 26, 2012

WATSON ROUNDS

By:    /s/ Adam P. McMillen     
Matthew D. Francis  
Adam P. McMillen  
Watson Rounds  
5371 Kietzke Lane  
Reno, NV 89511

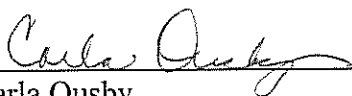
Attorneys for Plaintiff Jed Margolin

**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I certify that I am an employee of Watson Rounds, and that on this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true and correct copy of the foregoing document, **Notice of Entry of Default**, addressed as follows:

Reza Zandian  
8775 Costa Verde Blvd.  
San Diego, CA 82122

Dated: September 26, 2012

  
\_\_\_\_\_  
Carla Ousby

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# Exhibit 1

## Default

# Exhibit 1

## Default

1 Case No. 09 OC 00579 1B

2 Dept. No. I

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2012 SEP 24 PM 1:32

ALAN GLOVER

BY \_\_\_\_\_ CLERK

DEPUTY

5 In The First Judicial District Court of the State of Nevada

6 In and for Carson City

7 JED MARGOLIN, an individual,

8 Plaintiff,

9 vs.

**DEFAULT**

10 OPTIMA TECHNOLOGY CORPORATION,  
11 a California corporation, OPTIMA  
12 TECHNOLOGY CORPORATION, a Nevada  
13 corporation, REZA ZANDIAN  
14 aka GOLAMREZA ZANDIANJAZI  
15 aka GHOLAM REZA ZANDIAN  
16 aka REZA JAZI aka J. REZA JAZI  
17 aka G. REZA JAZI aka GHONONREZA  
18 ZANDIAN JAZI, an individual, DOE Companies  
19 1-10, DOE Corporations 11-20, and DOE  
20 Individuals 21-30,

21 Defendants.

22 On March 14, 2012, Defendants Optima Technology Corporation, a California  
23 corporation, and Optima Technology Corporation, a Nevada corporation, both filed a  
24 "General Denial" in this action. On June 28, 2012, this Court entered an Order granting  
25 Plaintiff's Motion to Compel Appearance of Counsel for Optima Technology Corporations,  
26 or in the Alternative, Motion to Strike General Denial of Optima Technology Corporations.  
27 A true and correct copy of said Order is attached hereto as Exhibit 1. Because there has been  
28 no appearance of counsel for the Optima Technology Corporations, as ordered, the Optima  
Technology Corporations' General Denial is stricken, and the Optima Technology  
Corporations are in default for failure to plead or otherwise defend as required by law.

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DEFAULT is therefore entered against Defendants Optima Technology Corporation, a California corporation, and Optima Technology Corporation, a Nevada corporation this 24 day of September, 2012.

Alan Glover  
\_\_\_\_\_  
CLERK OF THE COURT  
**C. COOPER**

BY: \_\_\_\_\_  
DEPUTY CLERK

# Exhibit 1

# Exhibit 1

1 Case No. 09 OC 00579 1B

2 Dept. No. I

REC'D & FILED

2012 JUN 28 AM 11:13

3  
4 BY Alan Glover ALAN GLOVER  
DEPUTY CLERK

5 In The First Judicial District Court of the State of Nevada

6 In and for Carson City

7 JED MARGOLIN, an individual,

8 Plaintiff,

9 vs.

10 OPTIMA TECHNOLOGY CORPORATION,  
11 a California corporation, OPTIMA  
12 TECHNOLOGY CORPORATION, a Nevada  
13 corporation, REZA ZANDIAN  
14 aka GOLAMREZA ZANDIANJAZI  
15 aka GHOLAM REZA ZANDIAN  
16 aka REZA JAZI aka J. REZA JAZI  
17 aka G. REZA JAZI aka GHONONREZA  
18 ZANDIAN JAZI, an individual, DOE Companies  
1-10, DOE Corporations 11-20, and DOE  
Individuals 21-30,

19 Defendants.

**ORDER GRANTING PLAINTIFF'S  
MOTION TO COMPEL  
APPEARANCE OF COUNSEL FOR  
OPTIMA TECHNOLOGY  
CORPORATIONS, OR IN THE  
ALTERNATIVE, MOTION TO  
STRIKE GENERAL DENIAL OF  
OPTIMA TECHNOLOGY  
CORPORATIONS**

20 This matter comes before the Court on Plaintiff Jed Margolin's motion for an order  
21 compelling Defendants Optima Technology Corporation, a California corporation, and Optima  
22 Technology Corporation, a Nevada corporation (collectively "Optima Technology  
23 Corporations") to retain legal counsel, or, in the alternative, to strike the General Denial of those  
Corporations filed on March 13, 2012.

24 Upon consideration of the foregoing documents, and the Court deeming itself fully  
25 advised of the matter, the Court hereby enters its Order Granting Plaintiff's Motion and finds  
26 and orders as follows:

27 Plaintiff filed the Complaint in this action on December 11, 2009. After extensive  
28 briefing regarding service on Defendants concluded, and after the Court denied Defendants'

1 Motions to Dismiss, Defendants served two "General Denials." The first General Denial was  
2 served on March 5, 2012 on behalf of the individual Reza Zandian aka Golamreza Zandianjazi  
3 aka Gholam Reza Zandian aka Reza Jazi aka J. Reza Jazi aka G. Reza Jazi aka Ghononreza  
4 Zandian Jazi. The second General Denial was served on March 13, 2012 on behalf of the  
5 Optima Technology Corporations.

6 On March 13, 2012, Defense counsel moved to withdraw from representing all of the  
7 individual and corporate Defendants in this action. On March 16, 2012, Plaintiff filed a non-  
8 opposition to Defense counsel's Motion to Withdraw and on April 26, 2012, this Court granted  
9 Defense counsel's Motion to Withdraw. No appearance of counsel has been entered for any of  
10 the Defendants as of this date.

11 NRS 7.285 provides that "[n]o person shall practice law in this state unless he is an  
12 active member of the State Bar of Nevada pursuant to the rules of the supreme court." The  
13 statute further provides that any person who practices law who is not an active member of the  
14 State Bar of Nevada is guilty of a misdemeanor. SCR 77 provides that, with certain  
15 inapplicable exceptions, no person may practice law as an officer of the courts in this state  
16 who is not an active member of the state bar. Nevada case law is clear on this issue as well.  
17 *See State v. Stu's Bail Bonds*, 115 Nev. 436, n. 1, 991 P.2d 469, 470 n. 1 (1999) ("business  
18 entities are not permitted to appear, or file documents, in proper person"); *Salman v.*  
19 *Newell*, 110 Nev. 1333, 1336, 885 P. 2d 607, 608 (1994) (observing that no statute or rule  
20 permits a non-lawyer to represent an entity and concluding that an entity cannot proceed in  
21 proper person); *Sunde v. Contel of California*, 112 Nev. 541, 542-43, 915 P.2d 298, 299  
22 (1996) (explaining that non-lawyers may not represent entities in court).

23 In addition, courts may strike pleadings when a corporation has failed to retain counsel.  
24 *See Trustees of Operating Engineers Pension Trust v. O'Donnell*, 2007 WL 672528, \*2 (D.  
25 Nev. 2007) (granting motion to compel and alternative motion to strike answer) (citations  
26 omitted).

27 In light of the foregoing, the Court finds that the Optima Technology Corporations  
28 cannot defend, prosecute, or participate in this action without counsel licensed in the State of

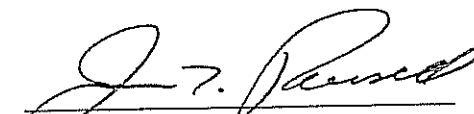
1 Nevada. In Plaintiff's Motion, Plaintiff requested that the Optima Technology Corporations be  
2 ordered to retain legal counsel no later than June 15, 2012. Plaintiff also requested that the  
3 March 13, 2012 General Denial filed by the Optima Technology Corporations be stricken if the  
4 Optima Technology Corporations did not retain new counsel by June 15, 2012. Pursuant to the  
5 above findings, the Court further finds that Plaintiff's requests should be granted with the  
6 Optima Technology Corporations now being given until July 15, 2012 to retain counsel or their  
7 General Denial will be stricken.

8 THEREFORE, Plaintiff Jed Margolin's Motion to Compel Appearance of Counsel for  
9 the Optima Technology Corporations or in the Alternative Motion to Strike the General Denial  
10 of the Optima Technology Corporations is GRANTED as follows:

11 IT IS HEREBY ORDERED that the Optima Technology Corporations must retain  
12 counsel and that counsel must enter an appearance in this matter on behalf of the Optima  
13 Technology Corporations by July 15, 2012.

14 IT IS FURTHER ORDERED that if no appearance is entered on behalf of the Optima  
15 Technology Corporations by July 15, 2012, the Optima Technology Corporations' General  
16 Denial, filed on March 13, 2012, shall be stricken.

17 Dated this 28<sup>th</sup> day of June 2012.

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19   
20 JAMES T. RUSSELL  
21 DISTRICT COURT JUDGE  
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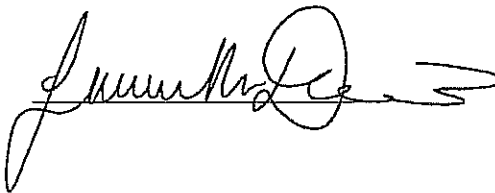
CERTIFICATE OF SERVICE

I hereby certify that on the 29 day of June, 2012, I placed a copy of the foregoing

Order in the United States Mail, postage prepaid, addressed as follows:

Matthew D. Francis, Esq.  
Adam P. McMillen, Esq.  
5371 Kietzke Lane  
Reno, NV 89511

Reza Zandian  
8775 Costa Verde Blvd. Apt #501  
San Diego, CA 82122



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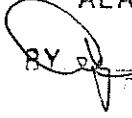


1 Matthew D. Francis (6978)  
Adam P. McMillen (10678)  
2 WATSON ROUNDS  
5371 Kietzke Lane  
3 Reno, NV 89511  
Telephone: 775-324-4100  
4 Facsimile: 775-333-8171  
*Attorneys for Plaintiff Jed Margolin*

REC'D & FILED

2012 NOV -6 AM 11:47

ALAN GLOVER

BY  CLERK

5  
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  
15 **corporation, REZA ZANDIAN**  
aka **GOLAMREZA ZANDIANJAZI**  
16 aka **GHOLAM REZA ZANDIAN**  
aka **REZA JAZI** aka **J. REZA JAZI**  
17 aka **G. REZA JAZI** aka **GHONONREZA**  
**ZANDIAN JAZI, an individual, DOE**  
18 **Companies 1-10, DOE Corporations 11-20,**  
19 **and DOE Individuals 21-30,**

20 **Defendants.**

Case No.: 090C00579 1B

Dept. No.: 1

**NOTICE OF ENTRY OF JUDGMENT**

21 TO: All parties:

22 **PLEASE TAKE NOTICE** that on October 31, 2012, the Court entered a Default  
23 Judgment in the above-referenced matter, against Defendants Optima Technology  
24 Corporation, a Nevada corporation and Optima Technology Corporation, a California  
25 corporation. Attached as Exhibit 1 is a true and correct copy of such Default Judgment.

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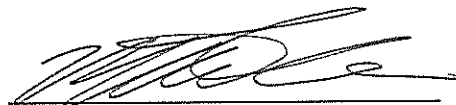
**Affirmation Pursuant to NRS 239B.030**

The undersigned does hereby affirm that the preceding document does not contain the social security number of any person.

DATED: November 5, 2012.

WATSON ROUNDS

By:



Matthew D. Francis  
Adam P. McMillen  
Watson Rounds  
5371 Kietzke Lane  
Reno, NV 89511

Attorneys for Plaintiff Jed Margolin

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1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I certify that I am an employee of Watson Rounds, and that on  
3 this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true  
4 and correct copy of the foregoing document, **Notice of Entry of Judgment**, addressed as  
5 follows:

6  
7 Reza Zandian  
8 8775 Costa Verde Boulevard  
9 San Diego, CA 92122

10 Dated: November 5, 2012

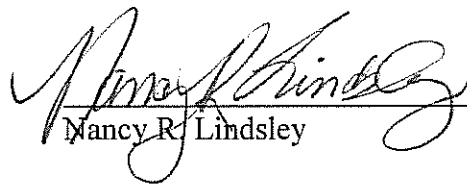
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Exhibit 1

Exhibit 1

1 Matthew D. Francis (6978)  
2 Adam P. McMillen (10678)  
3 WATSON ROUNDS  
4 5371 Kietzke Lane  
5 Reno, NV 89511  
6 Telephone: 775-324-4100  
7 Facsimile: 775-333-8171  
8 *Attorneys for Plaintiff Jed Margolin*

REC'D & FILED

2012 OCT 31 PM 1:42

ALAN GLOVER

BY J. E. [Signature] CLERK  
DEPT. [Signature]

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**  
14 **TECHNOLOGY CORPORATION, a Nevada**  
15 **corporation, REZA ZANDIAN aka**  
16 **GOLAMREZA ZANDIANJAZI aka**  
17 **GHOLAM REZA ZANDIAN aka REZA JAZI**  
18 **aka J. REZA JAZI aka G. REZA JAZI aka**  
19 **GHONONREZA ZANDIAN JAZI, an**  
20 **individual, DOE Companies**  
21 **1-10, DOE Corporations 11-20, and DOE**  
22 **Individuals 21-30,**

23 **Defendants.**

Case No.: 090C00579 1B

Dept. No.: 1

**DEFAULT JUDGMENT**

21 WHEREAS Plaintiff filed the Amended Complaint in this action on August 11, 2011.  
22 After extensive briefing regarding service on Defendants Optima Technology Corporation, a  
23 Nevada corporation, and Optima Technology Corporation, a California corporation (together  
24 the "Defendants"), and after the Court denied Defendants' Motion to Dismiss, Defendants  
25 served and filed a General Denial in response to the Amended Complaint. The General Denial  
26 was served on March 13, 2012 on behalf of the Defendants.

27 WHEREAS on March 13, 2012, Defense counsel moved to withdraw from  
28 representing all of the individual and corporate Defendants in this action. On March 16, 2012,

1 Plaintiff filed a non-opposition to Defense counsel's Motion to Withdraw, and on April 26,  
2 2012, this Court granted Defense counsel's Motion to Withdraw.

3 WHEREAS on May 15, 2012, Plaintiff moved this Court for an order compelling the  
4 appearance of counsel for the Defendants or in the alternative an order striking the General  
5 Denial of the Defendants. The Defendants did not respond to the motion. On June 28, 2012,  
6 this Court ordered that the Defendants retain counsel and that counsel enter an appearance in  
7 this matter on behalf of the Defendants by July 15, 2012. This Court also ordered that if no  
8 appearance was made by that date the General Denial would be stricken.

9 WHEREAS since no appearance was made on behalf of the Defendants, Plaintiff filed  
10 an application for entry of default on September 14, 2012. On September 24, 2012, this Court  
11 entered a default against the Defendants. The notice of entry of default was served on  
12 September 26, 2012, and filed on September 27, 2012. Now Plaintiff seeks entry of a default  
13 judgment against Defendants.

14 WHEREAS Defendants are not infants or incompetent persons and are not in the  
15 military service of the United States as defined by 50 U.S.C. Appx § 521.

16 WHEREAS the allegations in Plaintiff's Amended Complaint warrant entry of final  
17 judgment against Defendants Optima Technology Corporation, a Nevada corporation, and  
18 Optima Technology Corporation, a California corporation, for conversion, tortious  
19 interference with contract, intentional interference with prospective economic advantage,  
20 unjust enrichment, and unfair and deceptive trade practices.

21 WHEREAS Defendants Optima Technology Corporation, a Nevada corporation, and  
22 Optima Technology Corporation, a California corporation, are jointly and severally liable to  
23 Plaintiff for the principal amount of \$1,286,552.46.

24 THEREFORE, Judgment is hereby entered for Plaintiff and against Defendants Optima  
25 Technology Corporation, a Nevada corporation, and Optima Technology Corporation, a  
26 California corporation, for damages, along with pre-judgment interest, attorney's fees and  
27 costs in the amount of \$1,286,552.46, plus interest at the legal rate, pursuant to NRS 17.130,  
28 thereon from the date of default until the judgment is satisfied.

1 JUDGMENT is hereby entered against Defendants Optima Technology Corporation, a  
2 Nevada corporation, and Optima Technology Corporation, a California corporation, in favor of  
3 Plaintiff this 31<sup>ST</sup> day of October, 2012.

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5 James T. Russell  
6 DISTRICT COURT JUDGE  
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2013 JAN 15 AM 10:44

ALAN GLOVER  
BY *Alan Glover*  
DEPUTY CLERK

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

ORDER GRANTING PLAINTIFF'S  
MOTION FOR SANCTIONS UNDER  
NRCPC 37

On December 14, 2012, Plaintiff filed his motion for an Order striking the General Denial of 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 ("Zandian") and awarding Margolin his fees and costs incurred in bringing this Motion. No opposition has been filed.

Based on the foregoing and good cause appearing,

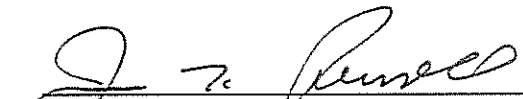
IT IS HEREBY ORDERED that Plaintiff's motion for sanctions under NRCPC 37 is granted;



1 IT IS FURTHER ORDERED that the General Denial filed by Zandian on or about March  
2 5, 2012 is stricken; and

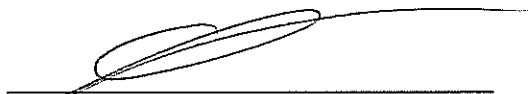
3 IT IS FURTHER ORDERED that Plaintiff shall be awarded his fees and costs incurred  
4 his motion, and file an application for fees and a memorandum of costs relating to his motion.

5 Dated this 14 day of January, 2013.

6  
7   
8 JAMES T. RUSSELL  
9 DISTRICT COURT JUDGE

10 Respectfully Submitted,

11 WATSON ROUNDS

12 

13 Matthew D. Francis  
14 Adam P. McMillen  
15 5371 Kietzke Lane  
16 Reno, NV 89511  
17 Telephone: (775) 324-4100  
18 Facsimile: (775) 333-8171

19 Attorneys for Plaintiff  
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ORIGINAL

REC'D & FILED

2013 JAN 17 AM 11:39

ALAN GLOVER  
BY *Alan Glover* CLERK  
DEPUTY

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*

7 **In The First Judicial District Court of the State of Nevada**  
8 **In and for Carson City**

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  
15 aka GOLAMREZA ZANDIANJAZI  
16 aka GHOLAM REZA ZANDIAN  
aka REZA JAZI aka J. REZA JAZI  
17 aka G. REZA JAZI aka GHONONREZA  
ZANDIAN JAZI, an individual, DOE Companies  
18 1-10, DOE Corporations 11-20, and DOE  
19 Individuals 21-30,

20 Defendants.

Case No.: 090C00579 1B

Dept. No.: 1

**NOTICE OF ENTRY OF ORDER**

21 TO: All parties:

22 **PLEASE TAKE NOTICE** that on January 15, 2013, the Court entered its Order  
23 Granting Plaintiff's Motion for Sanctions Under NRCp 37 in the above-referenced matter.

24 Attached as Exhibit 1 is a true and correct copy of such Order, filed January 15, 2013.

25 **Affirmation Pursuant to NRS 239B.030**

26 The undersigned does hereby affirm that the preceding document does not contain the


27 ///

28 ///

1 social security number of any person.

2 DATED: January 16, 2013.

WATSON ROUNDS

3  
4 By:  \_\_\_\_\_

5 Matthew D. Francis  
6 Adam P. McMillen  
7 Watson Rounds  
8 5371 Kietzke Lane  
9 Reno, NV 89511

Attorneys for Plaintiff Jed Margolin

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**CERTIFICATE OF SERVICE**

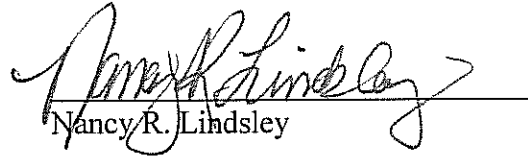
Pursuant to NRC 5(b), I certify that I am an employee of Watson Rounds, and that on this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true and correct copy of the foregoing document, **Notice of Entry of Order**, addressed as follows:

Reza Zandian  
8775 Costa Verde Blvd.  
San Diego, CA 92122

Reza Zandian  
8775 Costa Verde Blvd, Apt. 501  
San Diego, CA 92122

Alborz Zandian  
9 Almanzora  
Newport Beach, CA 92657-1613

Dated: January 16, 2013

  
Nancy R. Lindsley

# Exhibit 1

Exhibit 1

REC'D & FILED

2013 JAN 15 AM 10:44

ALAN GLOVER

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

ORDER GRANTING PLAINTIFF'S  
MOTION FOR SANCTIONS UNDER  
NRCP 37

On December 14, 2012, Plaintiff filed his motion for an Order striking the General Denial of 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 ("Zandian") and awarding Margolin his fees and costs incurred in bringing this Motion. No opposition has been filed.

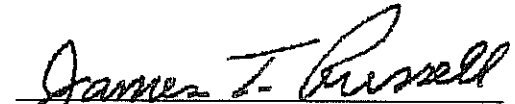
Based on the foregoing and good cause appearing,

IT IS HEREBY ORDERED that Plaintiff's motion for sanctions under NRCP 37 is granted;

1 IT IS FURTHER ORDERED that the General Denial filed by Zandian on or about March  
2 5, 2012 is stricken; and


3 IT IS FURTHER ORDERED that Plaintiff shall be awarded his fees and costs incurred  
4 his motion, and file an application for fees and a memorandum of costs relating to his motion.

5 Dated this 14<sup>th</sup> day of January, 2013.

6  
7   
8 JAMES T. RUSSELL  
9 DISTRICT COURT JUDGE

10 Respectfully Submitted,

11 WATSON ROUNDS

12   
13 \_\_\_\_\_  
14 Matthew D. Francis  
15 Adam P. McMillen  
16 5371 Kietzke Lane  
17 Reno, NV 89511  
18 Telephone: (775) 324-4100  
19 Facsimile: (775) 333-8171

20 Attorneys for Plaintiff  
21  
22  
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REC'D & FILED

2013 MAR 29 PM 2:45

ALAN GLOVER  
BY *Alan Glover* CLERK  
DEPUTY

In The First Judicial District Court of the State of Nevada

In and for Carson City

JED MARGOLIN, an individual,

Plaintiff,

vs.

OPTIMA TECHNOLOGY CORPORATION,  
a California corporation, OPTIMA  
TECHNOLOGY CORPORATION, a Nevada  
corporation, REZA ZANDIAN  
aka GOLAMREZA ZANDIANJAZI  
aka GHOLAM REZA ZANDIAN  
aka REZA JAZI aka J. REZA JAZI  
aka G. REZA JAZI aka GHONONREZA  
ZANDIAN JAZI, an individual, DOE  
Companies 1-10, DOE Corporations 11-20,  
and DOE Individuals 21-30,

Defendants.

Case No.: 090C00579 1B

Dept. No.: 1

ORDER GRANTING PLAINTIFF'S  
APPLICATION FOR ATTORNEY'S  
FEES AND COSTS

On February 20, 2013, Plaintiff filed his Application for Attorney's Fees and Costs. No opposition has been filed.

Based on the foregoing and good cause appearing,

IT IS HEREBY ORDERED that Plaintiff's Application for Attorney's Fees and Costs is granted;

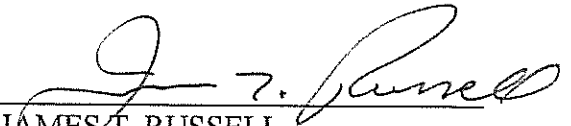
IT IS FURTHER ORDERED that Plaintiff shall be awarded his fees and costs pursuant

///



1 to his Application for Fees and Costs, in the total amount of \$2,792.15.

2 DATED: This 29<sup>th</sup> day of March, 2013.

3  
4   
5 JAMES T. RUSSELL  
6 DISTRICT COURT JUDGE

7 Respectfully Submitted,

8 WATSON ROUNDS

9  
10 \_\_\_\_\_  
11 Matthew D. Francis  
12 Adam P. McMillen  
13 5371 Kietzke Lane  
14 Reno, NV 89511  
15 Telephone: (775) 324-4100  
16 Facsimile: (775) 333-8171

17 Attorneys for Plaintiff  
18  
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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  
2013 APR -3 AM 11:23  
ALAN GLOVER  
BY: [Signature] CLERK

5  
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**  
**TECHNOLOGY CORPORATION, a Nevada**  
15 **corporation, REZA ZANDIAN**  
16 **aka GOLAMREZA ZANDIANJAZI**  
**aka GHOLAM REZA ZANDIAN**  
17 **aka REZA JAZI aka J. REZA JAZI**  
**aka G. REZA JAZI aka GHONONREZA**  
18 **ZANDIAN JAZI, an individual, DOE**  
**Companies 1-10, DOE Corporations 11-20,**  
19 **and DOE Individuals 21-30,**

20 **Defendants.**

Case No.: 090C00579 1B

Dept. No.: 1

**NOTICE OF ENTRY OF ORDER**

21  
22 TO: All parties:

23 **PLEASE TAKE NOTICE** that on March 29, 2013, the Court entered its Order  
24 Granting Plaintiff's Application for Attorney's Fees and Costs in the above-entitled matter.  
25 Attached as Exhibit 1 is a true and correct copy of the Order Granting Plaintiff's Application  
26 for Attorney's Fees and Costs.

27 ///

28 ///

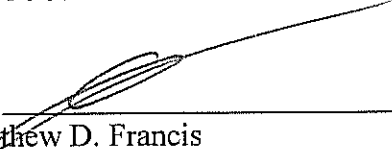
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**Affirmation Pursuant to NRS 239B.030**

The undersigned does hereby affirm that the preceding document does not contain the social security number of any person.

DATED: April 2, 2013

WATSON ROUNDS

By: 

Matthew D. Francis  
Adam P. McMillen  
Watson Rounds  
5371 Kietzke Lane  
Reno, NV 89511

Attorneys for Plaintiff Jed Margolin

**CERTIFICATE OF SERVICE**

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Pursuant to NRCP 5(b), I certify that I am an employee of Watson Rounds, and that on this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true and correct copy of the foregoing document, **Notice of Entry of Order**, addressed as follows:

Reza Zandian  
8775 Costa Verde Blvd.  
San Diego, CA 92122

Reza Zandian  
8775 Costa Verde Blvd, Apt. 501  
San Diego, CA 92122

Alborz Zandian  
9 Almanzora  
Newport Beach, CA 92657-1613

Dated: April 2, 2013

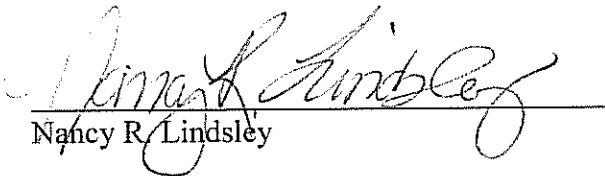
  
Nancy R. Lindsley

Exhibit 1

Exhibit 1

REC'D & FILED

2013 MAR 29 PM 2:45

ALAN GLOVER  
BY **G. FRANZ** 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

**ORDER GRANTING PLAINTIFF'S  
APPLICATION FOR ATTORNEY'S  
FEES AND COSTS**

On February 20, 2013, Plaintiff filed his Application for Attorney's Fees and Costs. No opposition has been filed.

Based on the foregoing and good cause appearing,

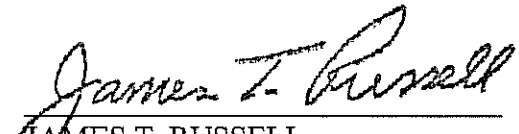
IT IS HEREBY ORDERED that Plaintiff's Application for Attorney's Fees and Costs is granted;

IT IS FURTHER ORDERED that Plaintiff shall be awarded his fees and costs pursuant

///

1 to his Application for Fees and Costs, in the total amount of \$2,792.15.

2 DATED: This 29<sup>th</sup> day of March, 2013.

3  
4   
5 JAMES T. RUSSELL  
DISTRICT COURT JUDGE

6 Respectfully Submitted,

7 WATSON ROUNDS

8  
9  
10 \_\_\_\_\_  
11 Matthew D. Francis  
12 Adam P. McMillen  
13 5371 Kietzke Lane  
14 Reno, NV 89511  
15 Telephone: (775) 324-4100  
16 Facsimile: (775) 333-8171

17 Attorneys for Plaintiff  
18  
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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

2013 APR -5 AM 11:46

ALAN GLOVER

BY  CLERK  
DEPUTY

5  
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**  
**TECHNOLOGY CORPORATION, a Nevada**  
15 **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**  
20 **Companies 1-10, DOE Corporations 11-20,**  
**and DOE Individuals 21-30,**

20 **Defendants.**

Case No.: 090C00579 1B

Dept. No.: 1

**AMENDED NOTICE OF ENTRY**  
**OF DEFAULT**

21 TO: All parties:

22 **PLEASE TAKE NOTICE** that on March 28, 2013 the Court entered a Default in the  
23 above-referenced matter, against Defendant REZA ZANDIAN, aka GOLAMREZA  
24 ZANDIANJAZI, aka GHOLAM REZA ZANDIAN, aka REZA JAZI, aka J. REZA JAZI, aka  
25 G. REZA JAZI, aka GHONONRESA ZANDIAN JAZI . Attached as Exhibit 1 is a true and  
26 correct copy of such Default.

27 ///

28 ///



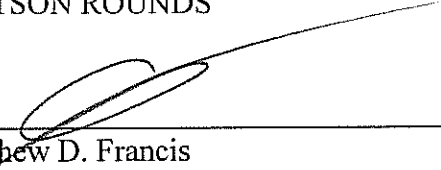
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**Affirmation Pursuant to NRS 239B.030**

The undersigned does hereby affirm that the preceding document does not contain the social security number of any person.

DATED: April 4, 2013.

WATSON ROUNDS

By:   
Matthew D. Francis  
Adam P. McMillen  
Watson Rounds  
5371 Kietzke Lane  
Reno, NV 89511

Attorneys for Plaintiff Jed Margolin

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**CERTIFICATE OF SERVICE**

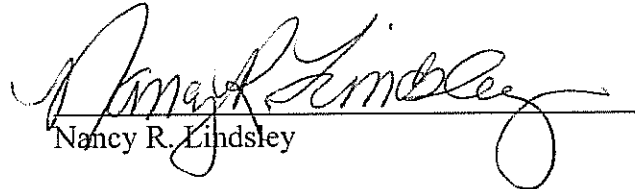
Pursuant to NRCP 5(b), I certify that I am an employee of Watson Rounds, and that on this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true and correct copy of the foregoing document, **Amended Notice of Entry of Default**, addressed as follows:

Reza Zandian  
8775 Costa Verde Blvd.  
San Diego, CA 92122

Reza Zandian  
8775 Costa Verde Blvd, Apt. 501  
San Diego, CA 92122

Alborz Zandian  
9 Almanzora  
Newport Beach, CA 92657-1613

Dated: April 4, 2013



Nancy R. Lindsley

# Exhibit 1

Exhibit 1

March 28, 2013

Date

Case No. 09 0C 00579 1B

ALAN GLOVER  
CLERK

Dept. No. I

By C. GRIBBLE  
Deputy

In The First Judicial District Court of the State of Nevada  
In and for Carson City

JED MARGOLIN, an individual,

Plaintiff,

vs.

**DEFAULT**

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.

On January 15, 2013, this Court entered an Order striking the General Denial of 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 ("Zandian"). A true and correct copy of said Order is attached hereto as Exhibit 1. Because Zandian's General Denial is stricken, Zandian is in default for failure to plead or otherwise defend as required by law. DEFAULT is therefore entered against Defendant Zandian this 28<sup>th</sup> day of March, 2013.

Alan Glover  
CLERK OF THE COURT

BY: C. GRIBBLE  
DEPUTY CLERK

ORIGINAL

REC'D & FILED

2013 JUN 27 PM 3: 22

ALAN GLOVER  
CLERK  
BY *[Signature]*  
DEPUTY

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 **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**  
**TECHNOLOGY CORPORATION, a Nevada**  
15 **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**  
20 **Companies 1-10, DOE Corporations 11-20,**  
**and DOE Individuals 21-30,**

20 **Defendants.**

Case No.: 090C00579 1B

Dept. No.: 1

**NOTICE OF ENTRY OF**  
**DEFAULT JUDGMENT**

21 TO: All parties:

22 **PLEASE TAKE NOTICE** that on June 24, 2013 the Court entered a Default  
23 Judgment in the above-referenced matter for Plaintiff and against Defendant Zandian and  
24 Defendants Optima Technology Corporation, a Nevada corporation and Optima Technology  
25 Corporation, a California Corporation. Attached as Exhibit 1 is a true and correct copy of such

26 ///

27 ///

1 Default Judgment.

2

**Affirmation Pursuant to NRS 239B.030**

3

The undersigned does hereby affirm that the preceding document does not contain the  
4 social security number of any person.

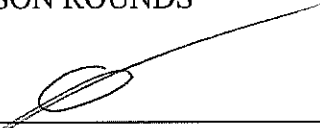
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DATED: June 26, 2013.

WATSON ROUNDS

6

7

By: 

8

Matthew D. Francis

9

Adam P. McMillen

10

Watson Rounds

11

5371 Kietzke Lane

12

Reno, NV 89511

13

Attorneys for Plaintiff Jed Margolin

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1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I certify that I am an employee of Watson Rounds, and that on  
3 this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true  
4 and correct copy of the foregoing document, **Notice of Entry of Default Judgment**, addressed  
5 as follows:

6 Reza Zandian  
7 8775 Costa Verde Blvd.  
8 San Diego, CA 92122

9 Reza Zandian  
10 8775 Costa Verde Blvd, Apt. 501  
11 San Diego, CA 92122

12 Alborz Zandian  
13 9 Almanzora  
14 Newport Beach, CA 92657-1613

15 Reza Zandian  
16 8401 Bonita Downs Road  
17 Fair Oaks, CA 95628

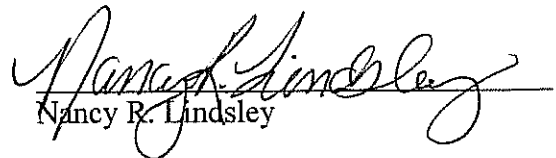
18 Optima Technology Corp.  
19 A California corporation  
20 8401 Bonita Downs Road  
21 Fair Oaks, CA 95628

22 Optima Technology Corp.  
23 A Nevada corporation  
24 8401 Bonita Downs Road  
25 Fair Oaks, CA 95628

26 Optima Technology Corp.  
27 A California corporation  
28 8775 Costa Verde Blvd. #501  
San Diego, CA 92122

Optima Technology Corp.  
A Nevada corporation  
8775 Costa Verde Blvd. #501  
San Diego, CA 92122

Dated: June 26, 2013.

  
Nancy R. Lindsley





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  
2013 JUN 24 PM 4:12  
ALLAN 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  
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

1           WHEREAS on June 28, 2012, this Court issued an order requiring the corporate  
2 Defendants to retain counsel and that counsel must enter an appearance on behalf of the  
3 corporate Defendants by July 15, 2012. If no such appearance was entered, the June 28, 2012  
4 order said that the corporate Defendants' General Denial shall be stricken. Since no  
5 appearance was made on their behalf, a default was entered against them on September 24,  
6 2012. A notice of entry of default judgment was filed on November 6, 2012.

7           WHEREAS on January 15, 2013, this Court issued an order striking the General Denial  
8 of Zandian and awarding his fees and costs incurred in bringing the motion to strike. A default  
9 was entered against Zandian on March 28, 2013. A notice of entry of default judgment was  
10 filed on April 5, 2013.

11           WHEREAS Defendants are not infants or incompetent persons and are not in the  
12 military service of the United States as defined by 50 U.S.C. § 521.

13           WHEREAS the allegations in Plaintiff's Amended Complaint warrant entry of final  
14 judgment against all named Defendants for conversion, tortious interference with contract,  
15 intentional interference with prospective economic advantage, unjust enrichment, and unfair  
16 and deceptive trade practices.

17           WHEREAS all Defendants are jointly and severally liable to Plaintiff for the principal  
18 amount of \$1,495,775.74.

19           THEREFORE, Judgment is hereby entered for Plaintiff and against Defendant Zandian  
20 and Defendants Optima Technology Corporation, a Nevada corporation, and Optima  
21 Technology Corporation, a California corporation, for damages, along with pre-judgment  
22 interest, attorney's fees and costs in the amount of \$1,495,775.74, plus interest at the legal rate,  
23 pursuant to NRS 17.130, thereon from the date of default until the judgment is satisfied.

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JUDGMENT is hereby entered against Defendant Zandian and Defendants Optima  
Technology Corporation, a Nevada corporation, and Optima Technology Corporation, a  
California corporation, in favor of Plaintiff this 24<sup>th</sup> day of June, 2013.

  
DISTRICT COURT JUDGE

1 Matthew D. Francis (6978)  
2 Adam P. McMillen (10678)  
3 WATSON ROUNDS  
4 5371 Kietzke Lane  
5 Reno, NV 89511  
6 Telephone: 775-324-4100  
7 Facsimile: 775-333-8171  
8 *Attorneys for Plaintiff Jed Margolin*

REC'D & FILED  
2014 NOV -6 PM 3:29  
BY ALAN GLOVER  
DEPUTY CLERK

6 **In The First Judicial District Court of the State of Nevada**

7 **In and for Carson City**

9 JED MARGOLIN, an individual,

10 Plaintiff,

11 vs.

12 REZA ZANDIAN aka GOLAMREZA  
13 ZANDIANJAZI aka GHOLAM REZA  
14 ZANDIAN aka REZA JAZI aka J. REZA JAZI  
15 aka G. REZA JAZI aka GHONONREZA  
16 ZANDIAN JAZI, et al.,

17 Defendants.

Case No.: 090C00579 1B

Dept. No.: 1

**CERTIFICATE OF SERVICE**  
**OF AFFIDAVITS OF POSTING**  
**NOTICE OF SHERIFF'S SALE OF**  
**REAL PROPERTY UNDER**  
**EXECUTION**

17 I, NANCY R. LINDSLEY, certify that I am an employee of WATSON ROUNDS,  
18 and on the 5<sup>th</sup> day of November, 2014, I served the following documents:  
19

20 AFFIDAVIT OF POSTING NOTICE OF SHERIFF'S SALE OF REAL  
21 PROPERTY UNDER EXECUTION (CLARK COUNTY APN: 071-02-000-  
013)

22 AFFIDAVIT OF POSTING NOTICE OF SHERIFF'S SALE OF REAL  
23 PROPERTY UNDER EXECUTION (CLARK COUNTY APN: 071-02-000-  
005)

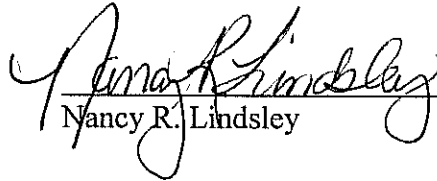
24 Such documents were served on the parties listed below via by placing a true copies thereof  
25 enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail at  
26 Reno, Nevada for delivery, as follows:  
27

28 Reza Zandian  
c/o Jason D. Woodbury

1 Severin A. Carlson  
2 Kaempfer Crowell  
3 510 West Fourth Street  
4 Carson City, Nevada 89703

5 I declare under penalty of perjury that the foregoing is true and correct.

6 Dated: November 5, 2014

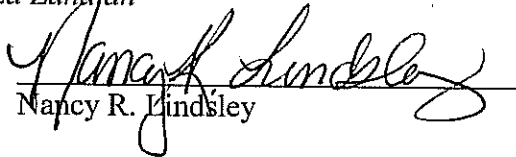
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9 Nancy R. Lindsley  
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1 CERTIFICATE OF SERVICE

2 Pursuant to NRCP 5(b), I certify that I am an employee of Watson Rounds, and that on  
3 this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true  
4 and correct copy of the foregoing CERTIFICATE OF SERVICE OF AFFIDAVITS OF  
5 POSTING NOTICE OF SHERIFF'S SALE OF REAL PROPERTY UNDER EXECUTION,  
6 addressed as follows:  
7


8 Jason D. Woodbury  
9 Severin A. Carlson  
10 Kaempfer Crowell  
11 510 West Fourth Street  
12 Carson City, Nevada 89703  
13 *Attorneys for Defendant, Reza Zandjan*

14 Dated: November 5, 2014

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16 Nancy R. Lindsley  
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Case No.: 09 OC 00579 1B  
Dept. No.: 1

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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.**  
**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.**

**ORDER DENYING DEFENDANT  
REZA ZANDIAN AKA GOLAMREZA  
ZANDIANJAZI AKA GHOLAM REZA  
ZANDIAN AKA REZA JAZI AKA J.  
REZA JAZI AKA G. REZA JAZI AKA  
GHONONREZA ZANDIAN JAZI'S  
MOTION TO SET ASIDE DEFAULT  
JUDGMENT**

This matter comes before the Court on REZA ZANDIAN aka GOLAMREZA ZANDIANJAZI aka GHOLAM REZA ZANDIAN aka REZA JAZI aka J. REZA JAZI aka G. REZA JAZI aka GHONONREZA ZANDIAN JAZI's ("Zandian") Motion to Set Aside Default Judgment, dated December 19, 2013. Plaintiff Jed Margolin filed an Opposition to Set Aside Default Judgment on January 19, 2014. Zandian served a reply in support of the Motion to Set Aside on January 23, 2014. Based upon the following facts and conclusions of law, Zandian's Motion to Set Aside is DENIED.

\\

1 **I. FACTUAL BACKGROUND**

2 Plaintiff Jed Margolin is the named inventor on United States Patent No. 5,566,073  
3 (“the ‘073 Patent”), United States Patent No. 5,904,724 (“the ‘724 Patent”), United States  
4 Patent No. 5,978,488 (“the ‘488 Patent”) and United States Patent No. 6,377,436 (“the ‘436  
5 Patent”) (collectively “the Patents”). See Amended Complaint, filed 8/11/11, ¶¶ 9-10. In  
6 2004, Mr. Margolin granted to Robert Adams, then CEO of Optima Technology, Inc. (later  
7 renamed Optima Technology Group (hereinafter “OTG”), a Cayman Islands Corporation  
8 specializing in aerospace technology) a Power of Attorney regarding the Patents. *Id.* at ¶ 11.  
9 Subsequently, Mr. Margolin assigned the ‘073 and ‘724 Patents to OTG and revoked the  
10 Power of Attorney. *Id.* at ¶ 13.

11 In May 2006, OTG and Mr. Margolin licensed the ‘073 and ‘724 Patents to Geneva  
12 Aerospace, Inc., and Mr. Margolin received a royalty payment pursuant to a royalty agreement  
13 between Mr. Margolin and OTG. *Id.* at ¶ 12. On or about October 2007, OTG licensed the  
14 ‘073 Patent to Honeywell International, Inc., and Mr. Margolin received a royalty payment  
15 pursuant to a royalty agreement between Mr. Margolin and OTG. *Id.* at ¶ 14.

16 On or about December 5, 2007, Zandian filed with the U.S. Patent and Trademark  
17 Office (“USPTO”) assignment documents allegedly assigning all four of the Patents to Optima  
18 Technology Corporation (“OTC”), a company apparently owned by Zandian at the time. *Id.* at  
19 ¶ 15. Shortly thereafter, on November 9, 2007, Mr. Margolin, Robert Adams, and OTG were  
20 named as defendants in the case titled *Universal Avionics Systems Corporation v. Optima*  
21 *Technology Group, Inc.*, No. CV 07-588-TUC-RCC (the “Arizona action”). *Id.* at ¶ 17.  
22 Zandian was not a party in the Arizona action. Nevertheless, the plaintiff in the Arizona action  
23 asserted that Mr. Margolin and OTG were not the owners of the ‘073 and ‘724 Patents, and  
24 OTG filed a cross-claim for declaratory relief against Optima Technology Corporation  
25 (“OTC”) in order to obtain legal title to the respective patents. *Id.*

26 On August 18, 2008, the United States District Court for the District of Arizona  
27 entered a default judgment against OTC and found that OTC had no interest in the ‘073 or  
28 ‘724 Patents, and that the assignment documents filed with the USPTO were “forged, invalid,



1 void, of no force and effect.” *Id.* at ¶ 18; *see also* Exhibit B to Zandian’s Motion to Dismiss,  
2 dated 11/16/11, on file herein.

3 Due to Zandian’s acts, title to the Patents was clouded and interfered with Plaintiff’s  
4 and OTG’s ability to license the Patents. *Id.* at ¶ 19. In addition, during the period of time Mr.  
5 Margolin worked to correct record title of the Patents in the Arizona action and with the  
6 USPTO, he incurred significant litigation and other costs associated with those efforts. *Id.* at ¶  
7 20.

## 8 II. PROCEDURAL BACKGROUND

9 Plaintiff filed his Complaint on December 11, 2009, and the Complaint was personally  
10 served on Zandian on February 2, 2010, and on Defendants Optima Technology Corporation, a  
11 Nevada corporation, and Optima Technology Corporation, a California corporation on March  
12 21, 2010. Zandian’s answer to Plaintiff’s Complaint was due on February 22, 2010, but  
13 Zandian did not answer the Complaint or respond in any way. Default was entered against  
14 Zandian on December 2, 2010, and Plaintiff filed and served a Notice of Entry of Default on  
15 Zandian on December 7, 2010 and on his last known attorney on December 16, 2010.

16 The answers of Defendants Optima Technology Corporation, a Nevada corporation,  
17 and Optima Technology Corporation, a California corporation, were due on March 8, 2010,  
18 but Defendants did not answer the Complaint or respond in any way. Default was entered  
19 against Defendants Optima Technology Corporation, a Nevada corporation, and Optima  
20 Technology Corporation, a California corporation on December 2, 2010. Plaintiff filed and  
21 served a Notice of Entry of Default on the corporate entities on December 7, 2010 and on their  
22 last known attorney on December 16, 2010.

23 The defaults were set aside and Zandian’s motion to dismiss was denied on August 3,  
24 2011. On September 27, 2011, this Court ordered that service of process against all  
25 Defendants may be made by publication. As manifested by the affidavits of service, filed  
26 herein on November 7, 2011, all Defendants were duly served by publication by November  
27 2011.

1 On February 21, 2012, the Court denied Zandian's motion to dismiss the Amended  
2 Complaint. On March 5, 2012, Zandian served a General Denial to the Amended Complaint.  
3 On March 13, 2012, the corporate Defendants served a General Denial to the Amended  
4 Complaint.

5 On June 28, 2012, this Court issued an order requiring the corporate Defendants to  
6 retain counsel and that counsel enter an appearance on behalf of the corporate Defendants by  
7 July 15, 2012. The June 28, 2012 order further provided that if no such appearance was  
8 entered, the corporate Defendants' General Denial would be stricken. Since no appearance  
9 was their behalf of the corporate Defendants, a default was entered against them on September  
10 24, 2012. A notice of entry of default judgment was filed and served on November 6, 2012.

11 On July 16, 2012, Mr. Margolin served Zandian with Mr. Margolin's First Set of  
12 Requests for Admission, First Set of Interrogatories, and First Set of Requests for Production  
13 of Documents, but Zandian never responded to these discovery requests. As such, on  
14 December 14, 2012, Mr. Margolin filed and served a Motion for Sanctions pursuant to NRC  
15 37. In this Motion, Mr. Margolin requested this Court strike the General Denial of Zandian,  
16 and award Mr. Margolin his fees and costs incurred in bringing the Motion.

17 On January 15, 2013, this Court issued an order striking the General Denial of Zandian  
18 and awarding his fees and costs incurred in bringing the NRC 37 Motion. A default was  
19 entered against Zandian on March 28, 2013, and a notice of entry of default judgment was  
20 filed and served on April 5, 2013.

21 On April 17, 2013, Mr. Margolin filed an Application for Default Judgment, which was  
22 served on Zandian and the corporate Defendants. Since Zandian did not respond to the  
23 Application for Default Judgment, a Default Judgment was entered on June 24, 2013. Notice  
24 of entry of the Default Judgment was served on Zandian on June 26, 2013 and filed on June  
25 27, 2013.

26 Over five and a half months later, on December 19, 2013, Zandian served his Motion  
27 to Set Aside on Plaintiff. Zandian's Motion to Set Aside claims that he never received any  
28 written discovery or notice of the pleadings and papers filed in this matter after his counsel

1 withdrew as his former counsel provided an erroneous last known address to the Court and the  
2 parties when he withdrew, and therefore Zandian requests that the judgment be set aside.

### 3 III. FINDINGS AND CONCLUSIONS OF LAW

4 A party seeking to set aside a default judgment has the burden to prove mistake,  
5 inadvertence, surprise, or excusable neglect by a preponderance of the evidence. *Kahn v.*  
6 *Orme*, 108 Nev. 510, 513–14, 835 P.2d 790, 793 (1992). The Court finds that Zandian has not  
7 met the burden to prove mistake, inadvertence, surprise, or excusable neglect by a  
8 preponderance of the evidence.

9 Specifically, Zandian has not met the factors set forth in *Kahn* to compel the court to  
10 set aside the judgment. *Id.* at 513, 835 P.2d at 792–93 (holding that the district court must  
11 consider whether the party moving to set aside a judgment promptly applied to remove the  
12 judgment, lacked intent to delay the proceedings, lacked knowledge of the procedural  
13 requirements, and demonstrated good faith, in addition to considering the state's underlying  
14 policy of resolving cases on the merits). Zandian failed to promptly apply for relief, has not  
15 established a lack of intent to delay these proceedings or a lack of knowledge of the procedural  
16 requirements, and did not provide a good-faith reason for the over five-and-a-half-month gap  
17 between entry of default and the time he obtained new counsel and filed the Motion to Set  
18 Aside Default Judgment.

#### 19 a. Zandian Did Not Promptly Apply To Remove The Judgment

20 Even though a motion to set aside a judgment may be filed within the six month  
21 deadline provided for in NRCP 60(b), a party can still fail to act promptly. *See Kahn* 108 Nev.  
22 at 514, 835 P.2d at 793. Therefore, “want of diligence in seeking to set aside a judgment is  
23 ground enough for denial of such a motion.” *Id.* (citing *Union Petrochemical Corp. v. Scott*,  
24 96 Nev. 337, 339, 609 P.2d 323, 324 (1980) (citing *Lentz v. Boles*, 84 Nev. 197, 438 P.2d 254  
25 (1968); *Hotel Last Frontier v. Frontier Prop.*, 79 Nev. 150, 380 P.2d 293 (1963)).

26 Despite his knowledge of the default judgment, Zandian did not move to have the  
27 judgment set aside until nearly six months after its entry. Although Zandian argues he did not  
28 receive notice of the various proceedings, notice was mailed to his address. Therefore, the

1 notice requirement of NRCP 55 was fulfilled as Plaintiff served written notice of the  
2 application for default judgment. Moreover, NRCP 55 is likely not implicated since the  
3 judgment ultimately resulted from sanctions arising from Zandian's failure to respond to  
4 discovery. *See Durango Fire Protection, Inc. v. Troncoso*, 120 Nev. 658 (2004) (trial court's  
5 entry of judgment for plaintiff, in action for breach of contract, after striking defendant's  
6 answer was a sanction for defendant's failure to appear at several hearings and calendar calls  
7 rather than a default judgment, and thus, civil procedure rule requiring written notice before  
8 entry of default judgment was not applicable).

9 Further, First Judicial District Court Rule 22(3) expressly states that "[a]ny form of  
10 order permitting withdrawal of an attorney submitted to the Court for signature shall contain  
11 the address at which the party is to be served with notice of all further proceedings." Plaintiff  
12 had a right to rely on the address given by Zandian's prior attorney.

13 No evidence supports Zandian's claims that he lacked knowledge of this matter. Even  
14 if Zandian was living in France, for which no competent evidence has been provided to this  
15 Court, Zandian was required to provide the Court and the parties with his new address.  
16 However, Zandian never informed this Court or the parties of any address change. The record  
17 demonstrates that the Plaintiff's discovery requests, motions, application for judgment, orders  
18 and notice of judgment were all mailed to Zandian's address of record. Under NRCP 5(b),  
19 service by mail is complete upon mailing. Thus, Zandian received notice of the proceedings  
20 and his repeated failure to respond constituted inexcusable neglect.

#### 21 **b. Zandian Has Failed To Show He Lacked Intent To Delay**

22 Zandian received all of the papers and pleadings in this matter. However, he failed to  
23 respond to Plaintiff's discovery and willfully ignored the proceedings of this matter. In fact,  
24 Zandian waited nearly six months to secure new counsel and file the motion to set aside.  
25 Furthermore, Zandian failed to file an opposition to the application for judgment.  
26 Accordingly, the Court finds that Zandian has failed to establish the absence of an intent to  
27 delay.

#### 28 **c. Whether Zandian Lacked Knowledge Of Procedural Requirements**

1 Zandian unquestionably had notice of the written discovery, motions and orders filed in  
2 this matter, and yet he ignored all of these documents. All that was required of Zandian was to  
3 either personally respond to the discovery and motions or obtain counsel to appear on his  
4 behalf. Zandian knew discovery had been served but deliberately chose to ignore it. Zandian  
5 knew a motion for sanctions and an application for judgment had been filed, which led to the  
6 judgment, but Zandian chose to ignore those items as well. Zandian's failure to obtain new  
7 counsel or otherwise act on his own behalf is inexcusable. *See Kahn* 108 Nev. at 514-15, 835  
8 P.2d at 793-4. As the Nevada Supreme Court stated in *Kahn*:

9 we are not confronted here with some subtle or technical aspect of  
10 procedure, ignorance of which could readily be excused. The requirements  
11 of the rule are simple and direct. *To condone the actions of a party who has*  
12 *sat on its rights only to make a last-minute rush to set aside judgment would*  
*be to turn NRCP 60(b) into a device for delay rather than the means for*  
*relief from an oppressive judgment that it was intended to be.*

13 *Id.* (citing *Union*, 96 Nev. at 339, 609 P.2d at 324 (citing *Franklin v. Bartsas Realty, Inc.*, 95  
14 Nev. 559, 598 P.2d 1147 (1979); *Central Operating Co. v. Utility Workers of America*, 491  
15 F.2d 245 (4th Cir.1974)) (emphasis added in original)).

16 Zandian had sufficient knowledge to act responsibly. He had previously retained  
17 counsel to defend this action and retained new counsel to set aside the judgment. Therefore,  
18 this Court cannot conclude that Zandian failed to respond to set aside the default judgment  
19 because he was ignorant of procedural requirements.

#### 20 **d. Whether Zandian Acted In Good Faith**

21 Zandian has not provided any valid reason for failing to respond to the requested  
22 discovery, the motion for sanctions or the application for judgment. Furthermore, he has not  
23 provided a reasonable explanation for waiting over five months to obtain other counsel despite  
24 having knowledge of the judgment entered against him.

25 Based upon the fact that Zandian knew about this case and continued to receive the  
26 papers and pleadings from this matter, it was inexcusable for Zandian not to respond to the  
27  
28

1 earlier discovery requests and motions. Zandian has not demonstrated good faith. In fact,  
2 Zandian has only demonstrated inexcusable neglect by his willful failure to respond to, and  
3 participate in, this action. Accordingly, the Court determines that Zandian lacked good faith in  
4 contesting this action.

5 **e. Whether This Case Should Be Tried On The Merits For Policy Reasons**

6 The Nevada Supreme Court has held that “good public policy dictates that cases be  
7 adjudicated on their merits.” *See Kahn* 108 Nev. at 516, 835 P.2d at 794 (citing *Hotel Last*  
8 *Frontier v. Frontier Prop.*, 79 Nev. 150, 155–56, 380 P.2d 293, 295 (1963) (original  
9 emphasis). However, this policy has its limits:  
10

11 We wish not to be understood, however, that this judicial tendency to grant  
12 relief from a default judgment implies that the trial court should always  
13 grant relief from a default judgment. Litigants and their counsel may not  
14 properly be allowed to disregard process or procedural rules with impunity.  
15 Lack of good faith or diligence, or lack of merit in the proposed defense,  
16 may very well warrant a denial of the motion for relief from the judgment.

17 *Id.* (citing *Lentz v. Boles*, 84 Nev. 197, 200, 438 P.2d at 256 (1968)).

18 Zandian has disregarded the process and procedural rules of this matter with impunity.  
19 He has repeatedly ignored this matter and failed to respond to the written discovery and  
20 motions in this matter since his former attorney John Peter Lee withdrew from representation.  
21 Zandian’s lack of good faith or diligence warrants a denial of the motion to set aside.

22 Zandian’s complete failure to respond to the discovery requests and subsequent  
23 motions evidences his willful and recalcitrant disregard of the judicial process, which  
24 prejudiced Plaintiff. *Foster v. Dingwall*, 227 P.3d 1042, 1049 (Nev. 2010) (citing *Hamlett v.*  
25 *Reynolds*, 114 Nev. 863, 865, 963 P.2d 457, 458 (1998) (upholding the district court’s strike  
26 order where the defaulting party’s “constant failure to follow [the court’s] orders was  
27 unexplained and unwarranted”); *In re Phenylpropanolamine (PPA) Products*, 460 F.3d 1217,  
28 1236 (9th Cir.2006) (holding that, with respect to discovery abuses, “[p]rejudice from  
unreasonable delay is presumed” and failure to comply with court orders mandating discovery  
“is sufficient prejudice”)).


1 In light of Zandian's repeated and continued abuses, the policy of adjudicating cases on  
2 the merits would not be furthered in this case, and the ultimate sanctions are necessary to  
3 demonstrate to Zandian and future litigants that they are not free to act with wayward  
4 disregard of a court's orders. *Foster*, 227 P.3d at 1049. Moreover, Zandian's failure to oppose  
5 Plaintiff's motion to strike the General Denial or the application for judgment constitutes an  
6 admission that the motion and application were meritorious. *Id.* (citing *King v. Carlidge*, 121  
7 Nev. 926, 927, 124 P.3d 1161, 1162 (2005) (stating that an unopposed motion may be  
8 considered as an admission of merit and consent to grant the motion) (citing DCR 13(3)).

#### 9 IV. CONCLUSION

10 The record provides substantial evidence to support this denial of Zandian's motion to  
11 set aside. Further, the policy of resolving cases on the merits does not allow litigants "to  
12 disregard process or procedural rules with impunity." *Kahn*, 108 Nev. at 516, 835 P.2d at 794  
13 (quoting *Lentz v. Boles*, 84 Nev. 197, 200, 438 P.2d 254, 256-57 (1968)).

14 Zandian has failed to show mistake, inadvertence, surprise or excusable neglect  
15 pursuant to NRCP 60(b). Zandian had every opportunity to properly defend this action and  
16 instead made a voluntary choice not to. Therefore, Zandian's motion to set aside is hereby  
17 DENIED.

18 DATED: This 6<sup>th</sup> day of February, 2014. IT IS SO ORDERED:  
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22 JAMES T. RUSSELL  
23 DISTRICT COURT JUDGE  
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CERTIFICATE OF MAILING

I hereby certify that on the 6 day of February, 2014, I placed a copy of the foregoing in the United States Mail, postage prepaid, addressed as follows:

Matthew D. Francis  
Adam P. McMillen  
Watson Rounds  
5371 Kietzke Lane  
Reno, NV 89511

Geoffrey W. Hawkins  
Johnathon Fayeghi  
Hawkins Melendrez, P.C.  
9555 Hillwood Drive, Suite 150  
Las Vegas, NV 89134



Samantha Valerius  
Law Clerk, Department I



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*

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2014 FEB 10 PM 3:19  
ALAN BLOVER  
CLERK  
BY *[Signature]*  
DEPUTY

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7 **In The First Judicial District Court of the State of Nevada**  
8 **In and for Carson City**  
9

10 **JED MARGOLIN, an individual,**

11 **Plaintiff,**

12 **vs.**

13 **OPTIMA TECHNOLOGY CORPORATION,**  
14 **a California corporation, OPTIMA**  
**TECHNOLOGY CORPORATION, a Nevada**  
15 **corporation, REZA ZANDIAN**  
16 **aka GOLAMREZA ZANDIANJAZI**  
**aka GHOLAM REZA ZANDIAN**  
17 **aka REZA JAZI aka J. REZA JAZI**  
**aka G. REZA JAZI aka GHONONREZA**  
18 **ZANDIAN JAZI, an individual, DOE**  
19 **Companies 1-10, DOE Corporations 11-20,**  
20 **and DOE Individuals 21-30,**

20 **Defendants.**

Case No.: 090C00579 1B

Dept. No.: 1

**NOTICE OF ENTRY OF ORDER**

21  
22 TO: All parties:

23 **PLEASE TAKE NOTICE** that on February 6, 2014, the Court entered its Order  
24 Denying Defendant Reza Zandian aka Golamreza Zandianjazi aka Gholam Reza Zandian aka  
25 Reza Jazi aka J. Reza Jazi aka G. Reza Jazi aka Ghononreza Zandian Jazi's Motion to Set

26 ///

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28 ///

1 Aside Default Judgment. Attached as Exhibit 1 is a true and correct copy of such Order.

2 **Affirmation Pursuant to NRS 239B.030**

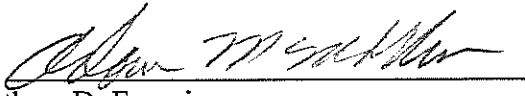
3 The undersigned does hereby affirm that the preceding document does not contain the  
4 social security number of any person.

5 DATED: February 7, 2014.

WATSON ROUNDS

6

7

By: 

8

Matthew D. Francis

9

Adam P. McMillen

10

Watson Rounds

11

5371 Kietzke Lane

12

Reno, NV 89511

13

Attorneys for Plaintiff Jed Margolin

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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of Watson Rounds, and that on this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true and correct copy of the foregoing document, **Notice of Entry of Order**, addressed as follows:

Johnathon Fayeghi, Esq.  
Hawkins Melendrez  
9555 Hillwood Dr., Suite 150  
Las Vegas, NV 89134  
*Counsel for Reza Zandian*

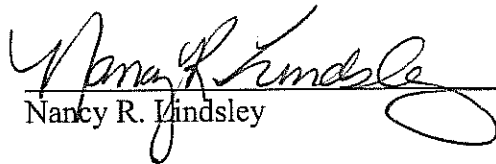
Optima Technology Corp.  
A California corporation  
8401 Bonita Downs Road  
Fair Oaks, CA 95628

Optima Technology Corp.  
A Nevada corporation  
8401 Bonita Downs Road  
Fair Oaks, CA 95628

Optima Technology Corp.  
A California corporation  
8775 Costa Verde Blvd. #501  
San Diego, CA 92122

Optima Technology Corp.  
A Nevada corporation  
8775 Costa Verde Blvd. #501  
San Diego, CA 92122

Dated: February 10<sup>th</sup>, 2014.

  
Nancy R. Lindsley

# Exhibit 1

Exhibit 1

1 Case No.: 09 OC 00579 1B

2 Dept. No.: 1

REC'D & FILED

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3 ALAN GLOVER  
4 BY  CLERK  
5 DEPUTY

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**  
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16 **corporation, REZA ZANDIAN**  
17 **aka GOLAMREZA ZANDIANJAZI**  
18 **aka GHOLAM REZA ZANDIAN**  
19 **aka REZA JAZI aka J. REZA JAZI**  
20 **aka G. REZA JAZI aka GHONONREZA**  
21 **ZANDIAN JAZI, an individual, DOE**  
22 **Companies 1-10, DOE Corporations 11-20,**  
23 **and DOE Individuals 21-30,**

24 **Defendants.**

**ORDER DENYING DEFENDANT**  
**REZA ZANDIAN AKA GOLAMREZA**  
**ZANDIANJAZI AKA GHOLAM REZA**  
**ZANDIAN AKA REZA JAZI AKA J.**  
**REZA JAZI AKA G. REZA JAZI AKA**  
**GHONONREZA ZANDIAN JAZI'S**  
**MOTION TO SET ASIDE DEFAULT**  
**JUDGMENT**

25 This matter comes before the Court on REZA ZANDIAN aka GOLAMREZA  
26 ZANDIANJAZI aka GHOLAM REZA ZANDIAN aka REZA JAZI aka J. REZA JAZI aka G.  
27 REZA JAZI aka GHONONREZA ZANDIAN JAZI's ("Zandian") Motion to Set Aside  
28 Default Judgment, dated December 19, 2013. Plaintiff Jed Margolin filed an Opposition to Set  
Aside Default Judgment on January 19, 2014. Zandian served a reply in support of the Motion  
to Set Aside on January 23, 2014. Based upon the following facts and conclusions of law,  
Zandian's Motion to Set Aside is DENIED.

\\

## I. FACTUAL BACKGROUND

1  
2 Plaintiff Jed Margolin is the named inventor on United States Patent No. 5,566,073  
3 (“the ‘073 Patent”), United States Patent No. 5,904,724 (“the ‘724 Patent”), United States  
4 Patent No. 5,978,488 (“the ‘488 Patent”) and United States Patent No. 6,377,436 (“the ‘436  
5 Patent”) (collectively “the Patents”). *See* Amended Complaint, filed 8/11/11, ¶¶ 9-10. In  
6 2004, Mr. Margolin granted to Robert Adams, then CEO of Optima Technology, Inc. (later  
7 renamed Optima Technology Group (hereinafter “OTG”), a Cayman Islands Corporation  
8 specializing in aerospace technology) a Power of Attorney regarding the Patents. *Id.* at ¶ 11.  
9 Subsequently, Mr. Margolin assigned the ‘073 and ‘724 Patents to OTG and revoked the  
10 Power of Attorney. *Id.* at ¶ 13.

11 In May 2006, OTG and Mr. Margolin licensed the ‘073 and ‘724 Patents to Geneva  
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13 between Mr. Margolin and OTG. *Id.* at ¶ 12. On or about October 2007, OTG licensed the  
14 ‘073 Patent to Honeywell International, Inc., and Mr. Margolin received a royalty payment  
15 pursuant to a royalty agreement between Mr. Margolin and OTG. *Id.* at ¶ 14.

16 On or about December 5, 2007, Zandian filed with the U.S. Patent and Trademark  
17 Office (“USPTO”) assignment documents allegedly assigning all four of the Patents to Optima  
18 Technology Corporation (“OTC”), a company apparently owned by Zandian at the time. *Id.* at  
19 ¶ 15. Shortly thereafter, on November 9, 2007, Mr. Margolin, Robert Adams, and OTG were  
20 named as defendants in the case titled *Universal Avionics Systems Corporation v. Optima  
21 Technology Group, Inc.*, No. CV 07-588-TUC-RCC (the “Arizona action”). *Id.* at ¶ 17.  
22 Zandian was not a party in the Arizona action. Nevertheless, the plaintiff in the Arizona action  
23 asserted that Mr. Margolin and OTG were not the owners of the ‘073 and ‘724 Patents, and  
24 OTG filed a cross-claim for declaratory relief against Optima Technology Corporation  
25 (“OTC”) in order to obtain legal title to the respective patents. *Id.*

26 On August 18, 2008, the United States District Court for the District of Arizona  
27 entered a default judgment against OTC and found that OTC had no interest in the ‘073 or  
28 ‘724 Patents, and that the assignment documents filed with the USPTO were “forged, invalid,

1 void, of no force and effect.” *Id.* at ¶ 18; *see also* Exhibit B to Zandian’s Motion to Dismiss,  
2 dated 11/16/11, on file herein.

3 Due to Zandian’s acts, title to the Patents was clouded and interfered with Plaintiff’s  
4 and OTG’s ability to license the Patents. *Id.* at ¶ 19. In addition, during the period of time Mr.  
5 Margolin worked to correct record title of the Patents in the Arizona action and with the  
6 USPTO, he incurred significant litigation and other costs associated with those efforts. *Id.* at ¶  
7 20.

## 8 II. PROCEDURAL BACKGROUND

9 Plaintiff filed his Complaint on December 11, 2009, and the Complaint was personally  
10 served on Zandian on February 2, 2010, and on Defendants Optima Technology Corporation, a  
11 Nevada corporation, and Optima Technology Corporation, a California corporation on March  
12 21, 2010. Zandian’s answer to Plaintiff’s Complaint was due on February 22, 2010, but  
13 Zandian did not answer the Complaint or respond in any way. Default was entered against  
14 Zandian on December 2, 2010, and Plaintiff filed and served a Notice of Entry of Default on  
15 Zandian on December 7, 2010 and on his last known attorney on December 16, 2010.

16 The answers of Defendants Optima Technology Corporation, a Nevada corporation,  
17 and Optima Technology Corporation, a California corporation, were due on March 8, 2010,  
18 but Defendants did not answer the Complaint or respond in any way. Default was entered  
19 against Defendants Optima Technology Corporation, a Nevada corporation, and Optima  
20 Technology Corporation, a California corporation on December 2, 2010. Plaintiff filed and  
21 served a Notice of Entry of Default on the corporate entities on December 7, 2010 and on their  
22 last known attorney on December 16, 2010.

23 The defaults were set aside and Zandian’s motion to dismiss was denied on August 3,  
24 2011. On September 27, 2011, this Court ordered that service of process against all  
25 Defendants may be made by publication. As manifested by the affidavits of service, filed  
26 herein on November 7, 2011, all Defendants were duly served by publication by November  
27 2011.

1 On February 21, 2012, the Court denied Zandian's motion to dismiss the Amended  
2 Complaint. On March 5, 2012, Zandian served a General Denial to the Amended Complaint.  
3 On March 13, 2012, the corporate Defendants served a General Denial to the Amended  
4 Complaint.

5 On June 28, 2012, this Court issued an order requiring the corporate Defendants to  
6 retain counsel and that counsel enter an appearance on behalf of the corporate Defendants by  
7 July 15, 2012. The June 28, 2012 order further provided that if no such appearance was  
8 entered, the corporate Defendants' General Denial would be stricken. Since no appearance  
9 was their behalf of the corporate Defendants, a default was entered against them on September  
10 24, 2012. A notice of entry of default judgment was filed and served on November 6, 2012.

11 On July 16, 2012, Mr. Margolin served Zandian with Mr. Margolin's First Set of  
12 Requests for Admission, First Set of Interrogatories, and First Set of Requests for Production  
13 of Documents, but Zandian never responded to these discovery requests. As such, on  
14 December 14, 2012, Mr. Margolin filed and served a Motion for Sanctions pursuant to NRC  
15 37. In this Motion, Mr. Margolin requested this Court strike the General Denial of Zandian,  
16 and award Mr. Margolin his fees and costs incurred in bringing the Motion.

17 On January 15, 2013, this Court issued an order striking the General Denial of Zandian  
18 and awarding his fees and costs incurred in bringing the NRC 37 Motion. A default was  
19 entered against Zandian on March 28, 2013, and a notice of entry of default judgment was  
20 filed and served on April 5, 2013.

21 On April 17, 2013, Mr. Margolin filed an Application for Default Judgment, which was  
22 served on Zandian and the corporate Defendants. Since Zandian did not respond to the  
23 Application for Default Judgment, a Default Judgment was entered on June 24, 2013. Notice  
24 of entry of the Default Judgment was served on Zandian on June 26, 2013 and filed on June  
25 27, 2013.

26 Over five and a half months later, on December 19, 2013, Zandian served his Motion  
27 to Set Aside on Plaintiff. Zandian's Motion to Set Aside claims that he never received any  
28 written discovery or notice of the pleadings and papers filed in this matter after his counsel



1 withdrew as his former counsel provided an erroneous last known address to the Court and the  
2 parties when he withdrew, and therefore Zandian requests that the judgment be set aside.

### 3 III. FINDINGS AND CONCLUSIONS OF LAW

4 A party seeking to set aside a default judgment has the burden to prove mistake,  
5 inadvertence, surprise, or excusable neglect by a preponderance of the evidence. *Kahn v.*  
6 *Orme*, 108 Nev. 510, 513–14, 835 P.2d 790, 793 (1992). The Court finds that Zandian has not  
7 met the burden to prove mistake, inadvertence, surprise, or excusable neglect by a  
8 preponderance of the evidence.

9 Specifically, Zandian has not met the factors set forth in *Kahn* to compel the court to  
10 set aside the judgment. *Id.* at 513, 835 P.2d at 792–93 (holding that the district court must  
11 consider whether the party moving to set aside a judgment promptly applied to remove the  
12 judgment, lacked intent to delay the proceedings, lacked knowledge of the procedural  
13 requirements, and demonstrated good faith, in addition to considering the state's underlying  
14 policy of resolving cases on the merits). Zandian failed to promptly apply for relief, has not  
15 established a lack of intent to delay these proceedings or a lack of knowledge of the procedural  
16 requirements, and did not provide a good-faith reason for the over five-and-a-half-month gap  
17 between entry of default and the time he obtained new counsel and filed the Motion to Set  
18 Aside Default Judgment.

#### 19 a. Zandian Did Not Promptly Apply To Remove The Judgment

20 Even though a motion to set aside a judgment may be filed within the six month  
21 deadline provided for in NRC 60(b), a party can still fail to act promptly. *See Kahn* 108 Nev.  
22 at 514, 835 P.2d at 793. Therefore, “want of diligence in seeking to set aside a judgment is  
23 ground enough for denial of such a motion.” *Id.* (citing *Union Petrochemical Corp. v. Scott*,  
24 96 Nev. 337, 339, 609 P.2d 323, 324 (1980) (citing *Lentz v. Boles*, 84 Nev. 197, 438 P.2d 254  
25 (1968); *Hotel Last Frontier v. Frontier Prop.*, 79 Nev. 150, 380 P.2d 293 (1963))).

26 Despite his knowledge of the default judgment, Zandian did not move to have the  
27 judgment set aside until nearly six months after its entry. Although Zandian argues he did not  
28 receive notice of the various proceedings, notice was mailed to his address. Therefore, the

1 notice requirement of NRCP 55 was fulfilled as Plaintiff served written notice of the  
2 application for default judgment. Moreover, NRCP 55 is likely not implicated since the  
3 judgment ultimately resulted from sanctions arising from Zandian's failure to respond to  
4 discovery. *See Durango Fire Protection, Inc. v. Troncoso*, 120 Nev. 658 (2004) (trial court's  
5 entry of judgment for plaintiff, in action for breach of contract, after striking defendant's  
6 answer was a sanction for defendant's failure to appear at several hearings and calendar calls  
7 rather than a default judgment, and thus, civil procedure rule requiring written notice before  
8 entry of default judgment was not applicable).

9 Further, First Judicial District Court Rule 22(3) expressly states that "[a]ny form of  
10 order permitting withdrawal of an attorney submitted to the Court for signature shall contain  
11 the address at which the party is to be served with notice of all further proceedings." Plaintiff  
12 had a right to rely on the address given by Zandian's prior attorney.

13 No evidence supports Zandian's claims that he lacked knowledge of this matter. Even  
14 if Zandian was living in France, for which no competent evidence has been provided to this  
15 Court, Zandian was required to provide the Court and the parties with his new address.  
16 However, Zandian never informed this Court or the parties of any address change. The record  
17 demonstrates that the Plaintiff's discovery requests, motions, application for judgment, orders  
18 and notice of judgment were all mailed to Zandian's address of record. Under NRCP 5(b),  
19 service by mail is complete upon mailing. Thus, Zandian received notice of the proceedings  
20 and his repeated failure to respond constituted inexcusable neglect.

21 **b. Zandian Has Failed To Show He Lacked Intent To Delay**

22 Zandian received all of the papers and pleadings in this matter. However, he failed to  
23 respond to Plaintiff's discovery and willfully ignored the proceedings of this matter. In fact,  
24 Zandian waited nearly six months to secure new counsel and file the motion to set aside.  
25 Furthermore, Zandian failed to file an opposition to the application for judgment.  
26 Accordingly, the Court finds that Zandian has failed to establish the absence of an intent to  
27 delay.

28 **c. Whether Zandian Lacked Knowledge Of Procedural Requirements**

1 Zandian unquestionably had notice of the written discovery, motions and orders filed in  
2 this matter, and yet he ignored all of these documents. All that was required of Zandian was to  
3 either personally respond to the discovery and motions or obtain counsel to appear on his  
4 behalf. Zandian knew discovery had been served but deliberately chose to ignore it. Zandian  
5 knew a motion for sanctions and an application for judgment had been filed, which led to the  
6 judgment, but Zandian chose to ignore those items as well. Zandian's failure to obtain new  
7 counsel or otherwise act on his own behalf is inexcusable. *See Kahn* 108 Nev. at 514-15, 835  
8 P.2d at 793-4. As the Nevada Supreme Court stated in *Kahn*:

9 we are not confronted here with some subtle or technical aspect of  
10 procedure, ignorance of which could readily be excused. The requirements  
11 of the rule are simple and direct. *To condone the actions of a party who has*  
12 *sat on its rights only to make a last-minute rush to set aside judgment would*  
*be to turn NRCP 60(b) into a device for delay rather than the means for*  
*relief from an oppressive judgment that it was intended to be.*

13 *Id.* (citing *Union*, 96 Nev. at 339, 609 P.2d at 324 (citing *Franklin v. Bartsas Realty, Inc.*, 95  
14 Nev. 559, 598 P.2d 1147 (1979); *Central Operating Co. v. Utility Workers of America*, 491  
15 F.2d 245 (4th Cir.1974)) (emphasis added in original)).

16 Zandian had sufficient knowledge to act responsibly. He had previously retained  
17 counsel to defend this action and retained new counsel to set aside the judgment. Therefore,  
18 this Court cannot conclude that Zandian failed to respond to set aside the default judgment  
19 because he was ignorant of procedural requirements.

#### 21 **d. Whether Zandian Acted In Good Faith**

22 Zandian has not provided any valid reason for failing to respond to the requested  
23 discovery, the motion for sanctions or the application for judgment. Furthermore, he has not  
24 provided a reasonable explanation for waiting over five months to obtain other counsel despite  
25 having knowledge of the judgment entered against him.

26 Based upon the fact that Zandian knew about this case and continued to receive the  
27 papers and pleadings from this matter, it was inexcusable for Zandian not to respond to the  
28

1 earlier discovery requests and motions. Zandian has not demonstrated good faith. In fact,  
2 Zandian has only demonstrated inexcusable neglect by his willful failure to respond to, and  
3 participate in, this action. Accordingly, the Court determines that Zandian lacked good faith in  
4 contesting this action.

5 **e. Whether This Case Should Be Tried On The Merits For Policy Reasons**

6 The Nevada Supreme Court has held that “good public policy dictates that cases be  
7 adjudicated on their merits.” *See Kahn* 108 Nev. at 516, 835 P.2d at 794 (citing *Hotel Last*  
8 *Frontier v. Frontier Prop.*, 79 Nev. 150, 155–56, 380 P.2d 293, 295 (1963) (original  
9 emphasis). However, this policy has its limits:  
10

11 We wish not to be understood, however, that this judicial tendency to grant  
12 relief from a default judgment implies that the trial court should always  
13 grant relief from a default judgment. Litigants and their counsel may not  
14 properly be allowed to disregard process or procedural rules with impunity.  
15 Lack of good faith or diligence, or lack of merit in the proposed defense,  
16 may very well warrant a denial of the motion for relief from the judgment.

17 *Id.* (citing *Lentz v. Boles*, 84 Nev. 197, 200, 438 P.2d at 256 (1968)).

18 Zandian has disregarded the process and procedural rules of this matter with impunity.  
19 He has repeatedly ignored this matter and failed to respond to the written discovery and  
20 motions in this matter since his former attorney John Peter Lee withdrew from representation.  
21 Zandian’s lack of good faith or diligence warrants a denial of the motion to set aside.

22 Zandian’s complete failure to respond to the discovery requests and subsequent  
23 motions evidences his willful and recalcitrant disregard of the judicial process, which  
24 prejudiced Plaintiff. *Foster v. Dingwall*, 227 P.3d 1042, 1049 (Nev. 2010) (citing *Hamlett v.*  
25 *Reynolds*, 114 Nev. 863, 865, 963 P.2d 457, 458 (1998) (upholding the district court’s strike  
26 order where the defaulting party’s “constant failure to follow [the court’s] orders was  
27 unexplained and unwarranted”); *In re Phenylpropanolamine (PPA) Products*, 460 F.3d 1217,  
28 1236 (9th Cir.2006) (holding that, with respect to discovery abuses, “[p]rejudice from  
unreasonable delay is presumed” and failure to comply with court orders mandating discovery  
“is sufficient prejudice”).

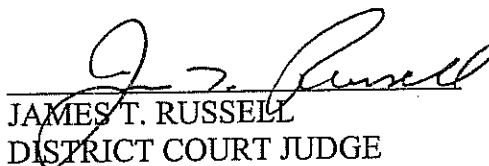
1 In light of Zandian's repeated and continued abuses, the policy of adjudicating cases on  
2 the merits would not be furthered in this case, and the ultimate sanctions are necessary to  
3 demonstrate to Zandian and future litigants that they are not free to act with wayward  
4 disregard of a court's orders. *Foster*, 227 P.3d at 1049. Moreover, Zandian's failure to oppose  
5 Plaintiff's motion to strike the General Denial or the application for judgment constitutes an  
6 admission that the motion and application were meritorious. *Id.* (citing *King v. Carlidge*, 121  
7 Nev. 926, 927, 124 P.3d 1161, 1162 (2005) (stating that an unopposed motion may be  
8 considered as an admission of merit and consent to grant the motion) (citing DCR 13(3)).

#### 9 IV. CONCLUSION

10 The record provides substantial evidence to support this denial of Zandian's motion to  
11 set aside. Further, the policy of resolving cases on the merits does not allow litigants "to  
12 disregard process or procedural rules with impunity." *Kahn*, 108 Nev. at 516, 835 P.2d at 794  
13 (quoting *Lentz v. Boles*, 84 Nev. 197, 200, 438 P.2d 254, 256-57 (1968)).

14 Zandian has failed to show mistake, inadvertence, surprise or excusable neglect  
15 pursuant to NRCP 60(b). Zandian had every opportunity to properly defend this action and  
16 instead made a voluntary choice not to. Therefore, Zandian's motion to set aside is hereby  
17 DENIED.

18 DATED: This 6<sup>th</sup> day of February, 2014. IT IS SO ORDERED:  
19

20  
21   
22 JAMES T. RUSSELL  
23 DISTRICT COURT JUDGE  
24  
25  
26  
27  
28

CERTIFICATE OF MAILING

I hereby certify that on the 6 day of February, 2014, I placed a copy of the foregoing in the United States Mail, postage prepaid, addressed as follows:

Matthew D. Francis  
Adam P. McMillen  
Watson Rounds  
5371 Kietzke Lane  
Reno, NV 89511

Geoffrey W. Hawkins  
Johnathon Fayeghi  
Hawkins Melendrez, P.C.  
9555 Hillwood Drive, Suite 150  
Las Vegas, NV 89134



Samantha Valerius  
Law Clerk, Department I

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1 JASON D. WOODBURY  
Nevada Bar No. 6870  
2 KAEMPFER CROWELL  
510 West Fourth Street  
3 Carson City, Nevada 89703  
Telephone: (775) 884-8300  
4 Facsimile: (775) 882-0257  
jwoodbury@kcnvlaw.com  
5 ***Attorneys for Reza Zandian***

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ALAN GLOVER  
BY [Signature] CLERK  
DEPUTY

6 IN THE FIRST JUDICIAL DISTRICT COURT  
7 OF THE STATE OF NEVADA IN AND FOR  
8 CARSON CITY

9 JED MARGOLIN, an individual,  
10 Plaintiff,  
11 vs.  
12 OPTIMA TECHNOLOGY CORPORATION,  
a California corporation, OPTIMA  
13 TECHNOLOGY CORPORATION, a Nevada  
corporation, REZA ZANDIAN aka  
14 GOLAMREZA ZANDIANJAZI aka  
GHOLAM REZA ZANDIAN aka REZA  
15 JAZI aka J. REZA JAZI aka G. REZA JAZI  
aka GHONOREZA ZANDIAN JAZI, an  
16 individual, DOE Companies 1-10, DOE  
Corporations 11-20, and DOE Individuals  
17 21-30,  
18 Defendants.

Case No. 09 OC 00579 1B  
Dept. No. I

19  
20 **NOTICE OF APPEAL**

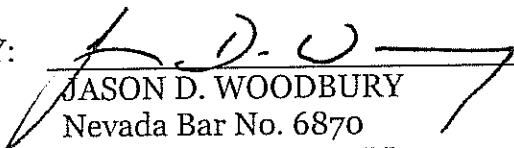
21 Notice is hereby given that REZA ZANDIAN, a Defendant above-named, hereby  
22 appeals to the Supreme Court of Nevada from the *Order Denying Defendant Reza*  
23 *Zandian aka Golamreza Zandianjazi aka Gholam Reza Zandian aka Reza Jazi aka J.*  
24 *Reza Jazi aka G. Reza Jazi aka Ghonoreza Zandian Jazi's Motion to Set Aside Default*  
*Judgment* entered in this action on the 6<sup>th</sup> day of February, 2014. A *Notice of Entry of*

KAEMPFER CROWELL  
510 West Fourth Street  
Carson City, Nevada 89703

1 Order was served by mail upon counsel for Reza Zandian on February 10, 2014, a true  
2 and correct copy of which is attached to this *Notice of Appeal* as Exhibit 1. A cash  
3 deposit in the amount of \$500.00 has been submitted herewith as evidenced by the  
4 *Notice of Cash Deposit in Lieu of Bond* filed contemporaneously herewith.

5 DATED this 12<sup>th</sup> day of March, 2014.

6 KAEMPFER CROWELL

7  
8 BY:   
9 JASON D. WOODBURY  
10 Nevada Bar No. 6870  
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16 [jwoodbury@kcnvlaw.com](mailto:jwoodbury@kcnvlaw.com)  
17 ***Attorneys for Reza Zandian***

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Carson City, Nevada 89703

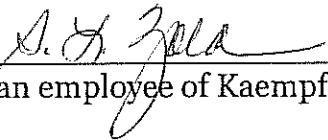


**CERTIFICATE OF SERVICE**

Pursuant to NRAP 25(d) and NRCP 5(b), I hereby certify that service of the foregoing **NOTICE OF APPEAL** was made this date by depositing a true copy of the same for mailing at Carson City, Nevada, first class postage pre-paid, addressed to each of the following:

Matthew D. Francis  
Adam P. McMillen  
WATSON ROUNDS  
5371 Kietzke Lane  
Reno, NV 89511

DATED this 12<sup>th</sup> day of March, 2014.

  
an employee of Kaempfer Crowell

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*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 GHONOREZA ZANDIAN JAZI, an individual,  
DOE Companies 1-10, DOE Corporations 11-20, and DOE Individuals 21-30,*

*Defendants.*

**First Judicial District Court of the State of Nevada in and for Carson City**

**Case No. 09 OC 00579 1B**

**Dept. No. I**

**NOTICE OF APPEAL**

**Exhibit List**

<b>Exhibit No.</b>	<b>Description of Exhibit</b>	<b>Exhibit Pages</b>
1	<i>Notice of Entry of Order (Feb. 6, 2014)</i>	14

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# EXHIBIT 1

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# EXHIBIT 1

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Case No.: 090C00579 1B

Dept. No.: 1

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2014 MAY 19 PM 2: 22

ALAN GLOVER  
BY [Signature] 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

**ORDER ON MOTION FOR ORDER  
ALLOWING COSTS AND  
NECESSARY DISBURSEMENTS  
AND MEMORANDUM OF POINTS  
AND AUTHORITIES IN SUPPORT  
THEREOF**

This matter comes before the Court on Plaintiff Jed Margolin's ("Margolin") Motion for Order Allowing Costs and Necessary Disbursements and Memorandum of Points and Authorities in Support Thereof, filed on April 28, 2014. On April 30, 2014, Defendant Reza Zandian ("Zandian") filed a Motion to Retax and Settle Costs, wherein Defendant Zandian addressed Margolin's Motion for Order Allowing Costs and Necessary Disbursements. On May 12, 2014, Zandian served an Opposition to Motion for Order Allowing Costs and

1 Necessary Disbursements, which restates the arguments included in the Motion to Retax. On  
2 May 12, 2014, Margolin filed a Reply in Support of the Motion for Order Allowing Costs and  
3 Necessary Disbursements and Margolin also filed a Request for Submission on the same date.  
4 On May 14, 2014, Margolin filed an Amended Request for Submission, finally submitting the  
5 Motion for Order Allowing Costs and Necessary Disbursements to the Court for decision.

6 Based upon the following facts and conclusions of law, the Motion for Order Allowing  
7 Costs and Necessary Disbursements is hereby GRANTED.

8 **I. Postjudgment Costs**

9 Zandian does not dispute Margolin is allowed postjudgment costs under NRS 18.160  
10 and NRS 18.170. Zandian does not dispute the requested research, witness fees or process  
11 service/courier costs. Zandian only requests that the Court reduce the photocopy charges from  
12 \$0.25 to \$0.15 per page. Zandian relies upon what the "FedEx Office" in Carson City charges  
13 for copies to demonstrate that Margolin's rate of \$0.25 per page is not reasonable.  
14

15 Margolin cites to the First Judicial District Court's own fee schedule for copy charges,  
16 which shows the Court charges \$0.50 per page for copies. The District Court's own fee  
17 schedule is a better exemplar of what reasonable copy charges should be in this matter. The  
18 rate of \$0.25 per page is half of what the Court charges for legal copies and the Court finds  
19 that \$0.25 is reasonable under the circumstances. Therefore, Margolin's copy charges will not  
20 be reduced and are awarded in full in the amount requested. Since Zandian did not oppose the  
21 other costs, Margolin is granted his costs pursuant to NRS 18.160 and NRS 18.170, as follows:  
22

23 COSTS (October 18, 2013 THROUGH April 18, 2014):

24 Postage/photocopies (in-house) \$ 481.20  
25 Research 285.31  
26 Witness Fees (Subpoenas) 215.66  
27 Process service/courier fees 373.00  
28 \$1,355.17

1                   **II. Postjudgment Attorney's Fees**

2                   Zandian argued that there is no applicable statute or rule upon which postjudgment  
3 attorney's fees can be awarded to Margolin and that the parties did not enter into an agreement  
4 which affords attorney's fees and therefore Margolin's request for postjudgment attorney's  
5 fees should be denied. Further, Zandian argues that NRS 598.0999(2) does not permit an  
6 award of attorney's fees in this case.

7                   However, NRS 598.0999(2) is applicable to any action filed pursuant to the provisions  
8 of NRS 598.0903 to 598.0999, inclusive. Accordingly, Margolin should be awarded his  
9 postjudgment fees pursuant to the Deceptive Trade Practices statute.  
10

11                   **a. NRS 598.0999(2) provides for an award of attorney's fees**

12                   NRS 598.0999(2) states as follows:

13                   Except as otherwise provided in NRS 598.0974, in any action brought pursuant  
14 to the provisions of NRS 598.0903 to 598.0999, inclusive, if the court finds that  
15 a person has willfully engaged in a deceptive trade practice, the district attorney  
16 of any county in this State or the Attorney General bringing the action may  
17 recover a civil penalty not to exceed \$5,000 for each violation. The court in any  
18 such action may, in addition to any other relief or reimbursement, award  
19 reasonable attorney's fees and costs.

20                   NRS 598.0999(2) (emphasis added).

21                   Thus, the phrase, "provisions of NRS 598.0903 to 598.0999," encompasses all actions  
22 brought under those sections. The language, "any action brought pursuant to the provisions of  
23 NRS 598.0903 to 598.0999," does not limit Deceptive Trade Practices actions to district  
24 attorneys or the Attorney General. The only limitation in NRS 598.0999(2) relates to the  
25 district attorney's and the Attorney General being able to pursue the \$5,000 civil penalty. In  
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27 awards to district attorneys or the Attorney General and allows the Court, in any Deceptive  
28 Trade Practices action, to "award reasonable attorney's fees and costs." NRS 598.0999(2).

1 As NRS 598.0999(2) provides for attorney's fees based upon actions filed pursuant to  
2 the provisions of NRS 598.0903 to 598.0999, inclusive, and since NRS 598.0999(2) does not  
3 exclude postjudgment attorney fees, Margolin's attorney's fees are hereby awarded for having  
4 to incur fees enforcing the judgment on the deceptive trade practices claim.

5 **b. Margolin's attorneys' fees are reasonable**

6 "In Nevada, 'the method upon which a reasonable fee is determined is subject to the  
7 discretion of the court,' which 'is tempered only by reason and fairness.'" *Shuette v. Beazer*  
8 *Homes Holdings Corp.*, 124 P. 3d 530, 121 Nev. 837 (2005) (citing *University of Nevada v.*  
9 *Tarkanian*, 110 Nev. 581, 594, 591, 879 P.2d 1180, 1188, 1186 (1994)). "Accordingly, in  
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23 According to *Brunzell*, the factors that the district court should consider in awarding  
24 attorney fees, with no one factor controlling, is as follows:

- 25  
26 (1) the advocate's qualities, including ability, training, education, experience,  
27 professional standing, and skill;  
28 (2) the character of the work, including its difficulty, intricacy, importance, as  
well as the time and skill required, the responsibility imposed, and the  
prominence and character of the parties when affecting the importance of the  
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- 1 (3) the work performed, including the skill, time, and attention given to the work; and
- 2 (4) the result—whether the attorney was successful and what benefits were derived.

3 *Barney*, 192 P.3d at 736 (citing *Brunzell*, 85 Nev. at 349, 455 P.2d at 33). According to  
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7 Margolin concedes that he is not currently entitled to attorney’s fees that are incurred  
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10 attorney’s fees, including those incurred in executing on the judgment. Therefore, Margolin is  
11 hereby awarded only those fees that have been incurred, postjudgment, with regards to  
12 execution of the judgment, for a total of \$31,247.50 in fees, which reflects the lodestar amount  
13 of postjudgment attorney’s fees.

15 The amount of attorney’s fees awarded only includes reasonable attorney’s fees from  
16 October 18, 2013 to April 18, 2014, as follows: 11.4 hours of work performed by attorney  
17 Matthew D. Francis at \$300 per-hour (\$3,420.00); 75.3 hours of work performed by attorney  
18 Adam P. McMillen at \$300 per-hour (\$22,590.00); and 41.9 hours of work performed by  
19 paralegal Nancy Lindsley at \$125 per-hour (\$5,237.50). This lodestar amount is reasonable  
20 under the *Brunzell* factors as follows.

21  
22 **(1) Factors 1 and 2 - The Advocate’s Qualities, Including Ability, Training,  
23 Education, Experience, Professional Standing, and Skill and The Novelty  
and Difficulty of The Questions Involved, and The Time and Skill Involved**

24 The issues related to this case included: (a) whether Plaintiff’s patents were entitled to  
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4 In addition, the postjudgment collection efforts so far have included attempting to find  
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11 Accordingly, Margolin's claimed postjudgment attorney's fees are reasonable under  
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14 Margolin's counsel has been required to research Zandian's vast real estate holdings in  
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19 collections efforts have been reasonable and significant.  
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21 **(3) Factor 4 - The Result—Whether The Attorney Was Successful And What  
22 Benefits Were Derived**

23 Margolin prevailed on all of his causes of action in this case. Margolin's case against  
24 the Defendants resulted in a Default Judgment being entered against the Defendants on  
25 Margolin's causes of action. Specifically, the Court ordered Defendants to pay Plaintiff  
26 \$1,495,775.74, plus interest. In addition, through postjudgment efforts, Margolin's counsel  
27 has successfully liened Zandian's Nevada real estate to secure the judgment and Margolin's  
28 counsel is in the process of securing appropriate writs of execution to satisfy the judgment.

1 Thus, Margolin obtained the results sought, and this factor weighs in favor of the  
2 reasonableness of Margolin's fee request.

3 Further, the Court finds that while Zandian's failure to appear and defend this action  
4 led to the default judgments being entered, the nature of this matter required specialized skill  
5 and required a significant amount of time and attention by the attorneys involved.

6 The Court finds that patent and deceptive trade practices issues, and the unique facts  
7 surrounding them; involved careful consideration and research. Patent and deceptive trade  
8 practices litigation is a not a routine practice but requires a high degree of legal skill and care  
9 in order to be performed properly and effectively. Each of the causes of action in this matter,  
10 coupled with the unique facts of this matter, required thorough research and careful analysis.  
11 The Court finds that Margolin's counsel billed at an hourly rate of \$300, which is reasonable  
12 for this matter.  
13

14 In summary, an analysis of the *Brunzell* factors proves Margolin's fees in the lodestar  
15 amount of \$31,247.50 are reasonable and are hereby awarded.

### 16 **III. Postjudgment Interest**

17 Margolin seeks a formal judgment for the postjudgment interest accrued on the  
18 judgment to date. Zandian argues it is premature for Margolin to request an order stating what  
19 the current amount of accrued postjudgment interest is at this time. Zandian does not argue  
20 that Margolin is not entitled to postjudgment interest.  
21

22 "The purpose of post-judgment interest is to compensate the plaintiff for loss of the use  
23 of the money awarded in the judgment 'without regard to the elements of which that judgment  
24 is composed.'" *Albert H. Wohlers & Co. v. Bartgis*, 114 Nev. 1249, 1269, 969 P.2d 949, 963  
25 (1998) (citing *Ainsworth v. Combined Ins. Co.*, 105 Nev. 237, 244, 774 P.2d 1003, 1009  
26 (1989); see also *Waddell v. L.V.R.V. Inc.*, 122 Nev. 15, 26, 125 P.3d 1160, 1167 (2006)  
27 ("[t]he purpose of post-judgment interest is to compensate the plaintiff for loss of the use of  
28

1 the money awarded in the judgment' without regard to the various elements that make up the  
2 judgment.”).

3 Since Zandian has not provided a supersedeas bond to stop execution of the judgment,  
4 Margolin is entitled to postjudgment interest until the judgment is satisfied. *See* NRCPC 62(d)  
5 (by giving a supersedeas bond a party may obtain stay of execution); *see also* NRS 17.130(2)  
6 (interest accrues until judgment satisfied). As the original judgment was entered in Nevada  
7 and the judgment set the interest rate at the legal rate of interest according to NRS 17.130, the  
8 interest rate is 5.25 percent per-annum, or \$215.15 per-day. Accordingly, the Court hereby  
9 finds that Margolin is owed simple interest at 5.25 percent or \$215.15 per-day from June 27,  
10 2013, the date of notice of entry of the judgment, through April 18, 2014. It is 296 days from  
11 June 27, 2013 to April 18, 2014. Multiplying 296 days by \$215.15 equals \$63,684.40 in  
12 accrued interest, which is the amount of interest currently due and owing.<sup>1</sup>

#### 14 **IV. Conclusion**

15 Based upon the above, the Motion for Order Allowing Costs and Necessary  
16 Disbursements is GRANTED in full. Therefore, Margolin is awarded his postjudgment costs,  
17 from October 18, 2013 through April 18, 2014, in the amount of \$1,355.17. Margolin is  
18 awarded his postjudgment attorney's fees in the amount of \$31,247.50. Margolin is awarded  
19 his postjudgment interest in the amount of \$63,684.40.

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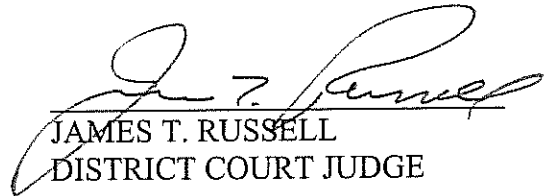
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28 <sup>1</sup> Interest continues to accrue until the judgment is satisfied. *See* NRS 17.130(2).

1 The total amount awarded to Margolin herein is \$96,287.07. This award shall be added  
2 to the judgment. This award must be paid before satisfaction of judgment may be entered in  
3 this matter. Payment of this award shall be made within 10 days of notice of entry of this  
4 Order. Payment shall be made payable to the Watson Rounds Trust Account or to Jed  
5 Margolin. Payment shall be delivered to the law office of Watson Rounds.

6 DATED: This 19 day of May, 2014.

IT IS SO ORDERED:

7  
8   
9 JAMES T. RUSSELL  
10 DISTRICT COURT JUDGE  
11  
12  
13  
14  
15

16 Respectfully submitted by,

17 WATSON ROUNDS, P.C.

18 By: \_\_\_\_\_  
19 Adam P. McMillen, Esquire  
20 Nevada Bar No. 10678  
21 5371 Kietzke Lane  
22 Reno, NV 89511  
23 Telephone: (775) 324-4100  
24 Facsimile: (775) 333-8171  
25 Email: amcmillen@watsonrounds.com  
26 Attorneys for Plaintiff  
27  
28

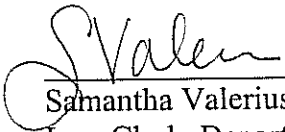
**CERTIFICATE OF MAILING**

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I hereby certify that on the 19<sup>th</sup> day of May, 2014, I placed a copy of the foregoing in the United States Mail, postage prepaid, addressed as follows:

Matthew D. Francis  
Adam P. McMillen  
Watson Rounds  
5371 Kietzke Lane  
Reno, NV 89511

Jason D. Woodbury  
Severin A. Carlson  
Kaempfer Crowell  
510 West Fourth Street  
Carson City, NV 89703

  
\_\_\_\_\_  
Samantha Valerius  
Law Clerk, Department I

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 ✓  
2014 MAY 21 AM 11:15  
ALAN GLOVER  
CLERK  
BY *[Signature]*  
AFFIITV

7 **In The First Judicial District Court of the State of Nevada**  
8 **In and for Carson City**

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  
15 aka GOLAMREZA ZANDIANJAZI  
16 aka GHOLAM REZA ZANDIAN  
aka REZA JAZI aka J. REZA JAZI  
17 aka G. REZA JAZI aka GHONONREZA  
ZANDIAN JAZI, an individual, DOE Companies  
18 1-10, DOE Corporations 11-20, and DOE  
19 Individuals 21-30,

20 Defendants.

Case No.: 090C00579 1B

Dept. No.: 1

**NOTICE OF ENTRY OF ORDER ON  
MOTION FOR ORDER ALLOWING  
COSTS AND NECESSARY  
DISBURSEMENTS**

21 TO: All parties:

22 **PLEASE TAKE NOTICE** that on May 19, 2014 the Court entered its Order on  
23 Motion for Order Allowing Costs and Necessary Disbursements. A true and correct copy of  
24 such order is attached hereto as Exhibit 1

25 **Affirmation Pursuant to NRS 239B.030**

26 The undersigned does hereby affirm that the preceding document does not contain the


27 ///

28 ///

1 social security number of any person.

2 DATED: May 20, 2014.

WATSON ROUNDS

3  
4 By:   
5 Matthew D. Francis  
6 Adam P. McMillen  
7 Watson Rounds  
8 5371 Kietzke Lane  
9 Reno, NV 89511

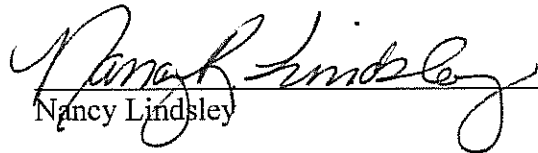
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11 Attorneys for Plaintiff Jed Margolin  
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1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I certify that I am an employee of Watson Rounds, and that on  
3 this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true  
4 and correct copy of the foregoing document, NOTICE OF ENTRY OF ORDER ON MOTINO  
5 FOR ORDER ALLOWING COSTS AND NECESSARY DISBURSEMENTS, addressed as  
6 follows:

7 Jason D. Woodbury  
8 Severin A. Carlson  
9 Kaempfer Crowell  
10 510 West Fourth Street  
11 Carson City, NV 89703

12 Dated: This 20<sup>th</sup> day of May, 2014.

13   
14 Nancy Lindsley  
15  
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1 Case No.: 090C00579 1B

2 Dept. No.: 1

REC'D & FILED

2014 MAY 19 PM 2: 22

3 ALAN GLOVER  
4 BY  CLERK  
5 DEPUTY

6  
7 **In The First Judicial District Court of the State of Nevada**  
8 **In and for Carson City**  
9

10  
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12 Plaintiff,

13 vs.

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17 corporation, REZA ZANDIAN  
18 aka GOLAMREZA ZANDIANJAZI  
19 aka GHOLAM REZA ZANDIAN  
20 aka REZA JAZI aka J. REZA JAZI  
21 aka G. REZA JAZI aka GHONONREZA  
22 ZANDIAN JAZI, an individual, DOE Companies  
23 1-10, DOE Corporations 11-20, and DOE  
24 Individuals 21-30,  
25 Defendants.

Case No.: 090C00579 1B  
Dept. No.: 1

**ORDER ON MOTION FOR ORDER  
ALLOWING COSTS AND  
NECESSARY DISBURSEMENTS  
AND MEMORANDUM OF POINTS  
AND AUTHORITIES IN SUPPORT  
THEREOF**

22 This matter comes before the Court on Plaintiff Jed Margolin's ("Margolin") Motion  
23 for Order Allowing Costs and Necessary Disbursements and Memorandum of Points and  
24 Authorities in Support Thereof, filed on April 28, 2014. On April 30, 2014, Defendant Reza  
25 Zandian ("Zandian") filed a Motion to Retax and Settle Costs, wherein Defendant Zandian  
26 addressed Margolin's Motion for Order Allowing Costs and Necessary Disbursements. On  
27 May 12, 2014, Zandian served an Opposition to Motion for Order Allowing Costs and  
28

1 Necessary Disbursements, which restates the arguments included in the Motion to Retax. On  
2 May 12, 2014, Margolin filed a Reply in Support of the Motion for Order Allowing Costs and  
3 Necessary Disbursements and Margolin also filed a Request for Submission on the same date.  
4 On May 14, 2014, Margolin filed an Amended Request for Submission, finally submitting the  
5 Motion for Order Allowing Costs and Necessary Disbursements to the Court for decision.

6 Based upon the following facts and conclusions of law, the Motion for Order Allowing  
7 Costs and Necessary Disbursements is hereby GRANTED.

8  
9 **I. Postjudgment Costs**

10 Zandian does not dispute Margolin is allowed postjudgment costs under NRS 18.160  
11 and NRS 18.170. Zandian does not dispute the requested research, witness fees or process  
12 service/courier costs. Zandian only requests that the Court reduce the photocopy charges from  
13 \$0.25 to \$0.15 per page. Zandian relies upon what the "FedEx Office" in Carson City charges  
14 for copies to demonstrate that Margolin's rate of \$0.25 per page is not reasonable.

15 Margolin cites to the First Judicial District Court's own fee schedule for copy charges,  
16 which shows the Court charges \$0.50 per page for copies. The District Court's own fee  
17 schedule is a better exemplar of what reasonable copy charges should be in this matter. The  
18 rate of \$0.25 per page is half of what the Court charges for legal copies and the Court finds  
19 that \$0.25 is reasonable under the circumstances. Therefore, Margolin's copy charges will not  
20 be reduced and are awarded in full in the amount requested. Since Zandian did not oppose the  
21 other costs, Margolin is granted his costs pursuant to NRS 18.160 and NRS 18.170, as follows:

22  
23 **COSTS (October 18, 2013 THROUGH April 18, 2014):**

24 Postage/photocopies (in-house) \$ 481.20  
25 Research 285.31  
26 Witness Fees (Subpoenas) 215.66  
27 Process service/courier fees 373.00  
28 \$1,355.17

## 11. Postjudgment Attorney's Fees

Zandian argued that there is no applicable statute or rule upon which postjudgment attorney's fees can be awarded to Margolin and that the parties did not enter into an agreement which affords attorney's fees and therefore Margolin's request for postjudgment attorney's fees should be denied. Further, Zandian argues that NRS 598.0999(2) does not permit an award of attorney's fees in this case.

However, NRS 598.0999(2) is applicable to any action filed pursuant to the provisions of NRS 598.0903 to 598.0999, inclusive. Accordingly, Margolin should be awarded his postjudgment fees pursuant to the Deceptive Trade Practices statute.

### a. NRS 598.0999(2) provides for an award of attorney's fees

NRS 598.0999(2) states as follows:

Except as otherwise provided in NRS 598.0974, in any action brought pursuant to the provisions of NRS 598.0903 to 598.0999, inclusive, if the court finds that a person has willfully engaged in a deceptive trade practice, the district attorney of any county in this State or the Attorney General bringing the action may recover a civil penalty not to exceed \$5,000 for each violation. The court in any such action may, in addition to any other relief or reimbursement, award reasonable attorney's fees and costs.

NRS 598.0999(2) (emphasis added).

Thus, the phrase, "provisions of NRS 598.0903 to 598.0999," encompasses all actions brought under those sections. The language, "any action brought pursuant to the provisions of NRS 598.0903 to 598.0999," does not limit Deceptive Trade Practices actions to district attorneys or the Attorney General. The only limitation in NRS 598.0999(2) relates to the district attorney's and the Attorney General being able to pursue the \$5,000 civil penalty. In contrast, the last sentence of NRS 598.0999(2) stands alone and does not limit attorney fee awards to district attorneys or the Attorney General and allows the Court, in any Deceptive Trade Practices action, to "award reasonable attorney's fees and costs." NRS 598.0999(2).

1 As NRS 598.0999(2) provides for attorney's fees based upon actions filed pursuant to  
2 the provisions of NRS 598.0903 to 598.0999, inclusive, and since NRS 598.0999(2) does not  
3 exclude postjudgment attorney fees, Margolin's attorney's fees are hereby awarded for having  
4 to incur fees enforcing the judgment on the deceptive trade practices claim.

5 **b. Margolin's attorneys' fees are reasonable**

6 "In Nevada, 'the method upon which a reasonable fee is determined is subject to the  
7 discretion of the court,' which 'is tempered only by reason and fairness.'" *Shuette v. Beazer*  
8 *Homes Holdings Corp.*, 124 P. 3d 530, 121 Nev. 837 (2005) (citing *University of Nevada v.*  
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10

11 Accordingly, Margolin's claimed postjudgment attorney's fees are reasonable under  
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13 **(2) Factor 3 – The Time and Labor Required**

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20

21 **(3) Factor 4 - The Result—Whether The Attorney Was Successful And What  
22 Benefits Were Derived**

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27 has successfully liened Zandian's Nevada real estate to secure the judgment and Margolin's  
28 counsel is in the process of securing appropriate writs of execution to satisfy the judgment.

1 Thus, Margolin obtained the results sought, and this factor weighs in favor of the  
2 reasonableness of Margolin's fee request.

3 Further, the Court finds that while Zandian's failure to appear and defend this action  
4 led to the default judgments being entered, the nature of this matter required specialized skill  
5 and required a significant amount of time and attention by the attorneys involved.

6 The Court finds that patent and deceptive trade practices issues, and the unique facts  
7 surrounding them; involved careful consideration and research. Patent and deceptive trade  
8 practices litigation is a not a routine practice but requires a high degree of legal skill and care  
9 in order to be performed properly and effectively. Each of the causes of action in this matter,  
10 coupled with the unique facts of this matter, required thorough research and careful analysis.  
11 The Court finds that Margolin's counsel billed at an hourly rate of \$300, which is reasonable  
12 for this matter.  
13

14 In summary, an analysis of the *Brunzell* factors proves Margolin's fees in the lodestar  
15 amount of \$31,247.50 are reasonable and are hereby awarded.  
16

### 17 **III. Postjudgment Interest**

18 Margolin seeks a formal judgment for the postjudgment interest accrued on the  
19 judgment to date. Zandian argues it is premature for Margolin to request an order stating what  
20 the current amount of accrued postjudgment interest is at this time. Zandian does not argue  
21 that Margolin is not entitled to postjudgment interest.

22 "The purpose of post-judgment interest is to compensate the plaintiff for loss of the use  
23 of the money awarded in the judgment 'without regard to the elements of which that judgment  
24 is composed.'" *Albert H. Wohlers & Co. v. Bartgis*, 114 Nev. 1249, 1269, 969 P.2d 949, 963  
25 (1998) (citing *Ainsworth v. Combined Ins. Co.*, 105 Nev. 237, 244, 774 P.2d 1003, 1009  
26 (1989); see also *Waddell v. L.V.R.V. Inc.*, 122 Nev. 15, 26, 125 P.3d 1160, 1167 (2006)  
27 ("[t]he purpose of post-judgment interest is to compensate the plaintiff for loss of the use of  
28



1 the money awarded in the judgment' without regard to the various elements that make up the  
2 judgment.”).

3         Since Zandian has not provided a supersedeas bond to stop execution of the judgment,  
4 Margolin is entitled to postjudgment interest until the judgment is satisfied. *See* NRCPC 62(d)  
5 (by giving a supersedeas bond a party may obtain stay of execution); *see also* NRS 17.130(2)  
6 (interest accrues until judgment satisfied). As the original judgment was entered in Nevada  
7 and the judgment set the interest rate at the legal rate of interest according to NRS 17.130, the  
8 interest rate is 5.25 percent per-annum, or \$215.15 per-day. Accordingly, the Court hereby  
9 finds that Margolin is owed simple interest at 5.25 percent or \$215.15 per-day from June 27,  
10 2013, the date of notice of entry of the judgment, through April 18, 2014. It is 296 days from  
11 June 27, 2013 to April 18, 2014. Multiplying 296 days by \$215.15 equals \$63,684.40 in  
12 accrued interest, which is the amount of interest currently due and owing.<sup>1</sup>

14           **IV. Conclusion**

15           Based upon the above, the Motion for Order Allowing Costs and Necessary  
16 Disbursements is GRANTED in full. Therefore, Margolin is awarded his postjudgment costs,  
17 from October 18, 2013 through April 18, 2014, in the amount of \$1,355.17. Margolin is  
18 awarded his postjudgment attorney's fees in the amount of \$31,247.50. Margolin is awarded  
19 his postjudgment interest in the amount of \$63,684.40.  
20

21 ///

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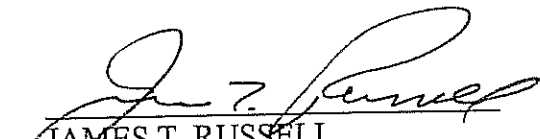
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28 \_\_\_\_\_  
<sup>1</sup> Interest continues to accrue until the judgment is satisfied. *See* NRS 17.130(2).

1 The total amount awarded to Margolin herein is \$96,287.07. This award shall be added  
2 to the judgment. This award must be paid before satisfaction of judgment may be entered in  
3 this matter. Payment of this award shall be made within 10 days of notice of entry of this  
4 Order. Payment shall be made payable to the Watson Rounds Trust Account or to Jed  
5 Margolin. Payment shall be delivered to the law office of Watson Rounds.

6 DATED: This 19 day of May, 2014.

IT IS SO ORDERED:

7  
8   
9 JAMES T. RUSSELL  
10 DISTRICT COURT JUDGE  
11  
12  
13  
14  
15

16 Respectfully submitted by,  
17 WATSON ROUNDS, P.C.

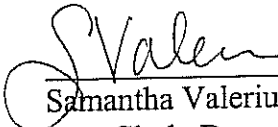
18 By: \_\_\_\_\_  
19 Adam P. McMillen, Esquire  
20 Nevada Bar No. 10678  
21 5371 Kietzke Lane  
22 Reno, NV 89511  
23 Telephone: (775) 324-4100  
24 Facsimile: (775) 333-8171  
25 Email: amcmillen@watsonrounds.com  
26 Attorneys for Plaintiff  
27  
28

CERTIFICATE OF MAILING

I hereby certify that on the 19<sup>th</sup> day of May, 2014, I placed a copy of the foregoing in the United States Mail, postage prepaid, addressed as follows:

Matthew D. Francis  
Adam P. McMillen  
Watson Rounds  
5371 Kietzke Lane  
Reno, NV 89511

Jason D. Woodbury  
Severin A. Carlson  
Kaempfer Crowell  
510 West Fourth Street  
Carson City, NV 89703

  
Samantha Valerius  
Law Clerk, Department I

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1 JASON D. WOODBURY  
Nevada Bar No. 6870  
2 KAEMPFER CROWELL  
510 West Fourth Street  
3 Carson City, Nevada 89703  
Telephone: (775) 884-8300  
4 Facsimile: (775) 882-0257  
jwoodbury@kenvlaw.com  
5 **Attorneys for Reza Zandian**

RECEIVED  
2014 JUN 23 PM 4:10  
BY [Signature] DELOVER  
CLERK

6 IN THE FIRST JUDICIAL DISTRICT COURT  
7 OF THE STATE OF NEVADA IN AND FOR  
8 CARSON CITY

9 JED MARGOLIN, an individual,  
10 Plaintiff,  
11 vs.  
12 OPTIMA TECHNOLOGY CORPORATION,  
a California corporation, OPTIMA  
13 TECHNOLOGY CORPORATION, a Nevada  
corporation, REZA ZANDIAN aka  
14 GOLAMREZA ZANDIANJAZI aka  
GHOLAM REZA ZANDIAN aka REZA  
15 JAZI aka J. REZA JAZI aka G. REZA JAZI  
aka GHONOREZA ZANDIAN JAZI, an  
16 individual, DOE Companies 1-10, DOE  
Corporations 11-20, and DOE Individuals  
17 21-30,  
18 Defendants.

Case No. 09 OC 00579 1B  
Dept. No. I

19  
20 **NOTICE OF APPEAL**


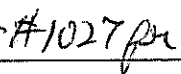
21 Notice is hereby given that REZA ZANDIAN, a Defendant above-named, hereby  
22 appeals to the Supreme Court of Nevada from the *Order on Motion for Order Allowing*  
23 *Costs and Necessary Disbursements and Memorandum of Points and Authorities in*  
24 *Support Thereof* entered in this action on the 19<sup>th</sup> day of May, 2014. A *Notice of Entry*  
*of Order on Motion for Order Allowing Costs and Necessary Disbursements* was served

KAEMPFER CROWELL  
510 West Fourth Street  
Carson City, Nevada 89703

1 by mail upon counsel for Reza Zandian on June 20, 2014, true and correct copy of which  
2 is attached to this *Notice of Appeal* as Exhibit 1. A cash deposit in the amount of  
3 \$500.00 has been submitted herewith as evidence by the *Notice of Cash Deposit in Lieu*  
4 *of Bond* filed contemporaneously herewith.

5 DATED this 23rd day of June, 2014.

6 KAEMPFER CROWELL RENSHAW  
7 GRONAUER & FIORENTINO

8 BY:  #1027 

9 JASON D. WOODBURY  
10 Nevada Bar No. 6870  
11 KAEMPFER CROWELL  
12 510 West Fourth Street  
13 Carson City, Nevada 89703  
14 Telephone: (775) 884-8300  
15 Facsimile: (775) 882-0257  
16 [jwoodbury@kcnvlaw.com](mailto:jwoodbury@kcnvlaw.com)  
17 **Attorneys for Reza Zandian**

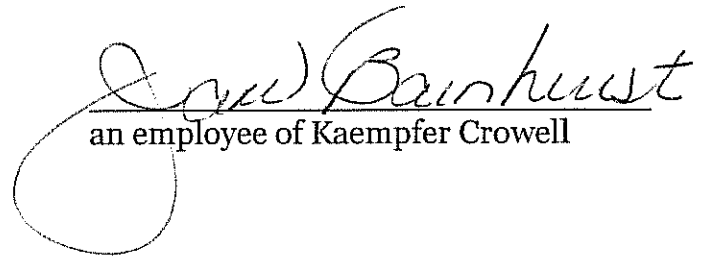
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KAEMPFER CROWELL  
510 West Fourth Street  
Carson City, Nevada 89703

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRAP 25(d) and NRCP 5(b), I hereby certify that service of the  
3 foregoing **NOTICE OF APPEAL** was made this date by depositing a true copy of the  
4 same for mailing at Carson City, Nevada, first class postage pre-paid, addressed to each  
5 of the following:

6 Matthew D. Francis  
7 Adam P. McMillen  
8 WATSON ROUNDS  
9 5371 Kietzke Lane  
10 Reno, NV 89511

11 DATED this 23 day of June, 2014.

12   
13 an employee of Kaempfer Crowell

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**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 GHONOREZA ZANDIAN JAZI, an individual,  
DOE Companies 1-10, DOE Corporations 11-20, and DOE Individuals 21-30,**

**Defendants.**

**First Judicial District Court of the State of Nevada in and for Carson City**

**Case No. 09 OC 00579 1B**

**Dept. No. I**

**NOTICE OF APPEAL**

**Exhibit List**

<b>Exhibit No.</b>	<b>Description of Exhibit</b>	<b>Exhibit Pages</b>
1	<i>Notice of Entry of Order on Motion for Order Allowing Costs and Necessary Disbursements (May 20, 2014)</i>	13





---

# EXHIBIT 1

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# EXHIBIT 1

---

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 **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  
15 aka GOLAMREZA ZANDIANJAZI  
16 aka GHOLAM REZA ZANDIAN  
aka REZA JAZI aka J. REZA JAZI  
17 aka G. REZA JAZI aka GHONONREZA  
ZANDIAN JAZI, an individual, DOE Companies  
18 1-10, DOE Corporations 11-20, and DOE  
19 Individuals 21-30,

20 Defendants.

Case No.: 090C00579 1B

Dept. No.: 1

**NOTICE OF ENTRY OF ORDER ON  
MOTION FOR ORDER ALLOWING  
COSTS AND NECESSARY  
DISBURSEMENTS**

21 TO: All parties:

22 **PLEASE TAKE NOTICE** that on May 19, 2014 the Court entered its Order on  
23 Motion for Order Allowing Costs and Necessary Disbursements. A true and correct copy of  
24 such order is attached hereto as Exhibit 1

25 **Affirmation Pursuant to NRS 239B.030**

26 The undersigned does hereby affirm that the preceding document does not contain the


27 ///

28 ///

1 social security number of any person.

2 DATED: May 20, 2014.

WATSON ROUNDS

3  
4 By:   
5 Matthew D. Francis  
6 Adam P. McMillen  
7 Watson Rounds  
8 5371 Kietzke Lane  
9 Reno, NV 89511

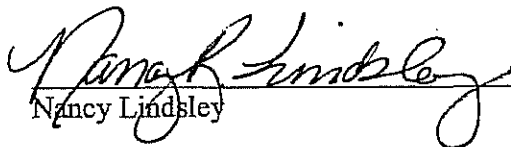
10 Attorneys for Plaintiff Jed Margolin  
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1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCF 5(b), I certify that I am an employee of Watson Rounds, and that on  
3 this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true  
4 and correct copy of the foregoing document, NOTICE OF ENTRY OF ORDER ON MOTINO  
5 FOR ORDER ALLOWING COSTS AND NECESSARY DISBURSEMENTS, addressed as  
6 follows:

7 Jason D. Woodbury  
8 Severin A. Carlson  
9 Kaempfer Crowell  
10 510 West Fourth Street  
11 Carson City, NV 89703

12 Dated: This 20<sup>th</sup> day of May, 2014.

13   
14 Nancy Lindsley  
15  
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Case No.: 090C00579 1B

Dept. No.: 1

REC'D & FILED

2014 MAY 19 PM 2: 22

BY ALAN GLOVER  
DEPUTY CLERK

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

ORDER ON MOTION FOR ORDER  
ALLOWING COSTS AND  
NECESSARY DISBURSEMENTS  
AND MEMORANDUM OF POINTS  
AND AUTHORITIES IN SUPPORT  
THEREOF

This matter comes before the Court on Plaintiff Jed Margolin's ("Margolin") Motion for Order Allowing Costs and Necessary Disbursements and Memorandum of Points and Authorities in Support Thereof, filed on April 28, 2014. On April 30, 2014, Defendant Reza Zandian ("Zandian") filed a Motion to Retax and Settle Costs, wherein Defendant Zandian addressed Margolin's Motion for Order Allowing Costs and Necessary Disbursements. On May 12, 2014, Zandian served an Opposition to Motion for Order Allowing Costs and

1 Necessary Disbursements, which restates the arguments included in the Motion to Retax. On  
2 May 12, 2014, Margolin filed a Reply in Support of the Motion for Order Allowing Costs and  
3 Necessary Disbursements and Margolin also filed a Request for Submission on the same date.  
4 On May 14, 2014, Margolin filed an Amended Request for Submission, finally submitting the  
5 Motion for Order Allowing Costs and Necessary Disbursements to the Court for decision.

6 Based upon the following facts and conclusions of law, the Motion for Order Allowing  
7 Costs and Necessary Disbursements is hereby GRANTED.

8 **I. Postjudgment Costs**

9 Zandian does not dispute Margolin is allowed postjudgment costs under NRS 18.160  
10 and NRS 18.170. Zandian does not dispute the requested research, witness fees or process  
11 service/courier costs. Zandian only requests that the Court reduce the photocopy charges from  
12 \$0.25 to \$0.15 per page. Zandian relies upon what the "FedEx Office" in Carson City charges  
13 for copies to demonstrate that Margolin's rate of \$0.25 per page is not reasonable.  
14

15 Margolin cites to the First Judicial District Court's own fee schedule for copy charges,  
16 which shows the Court charges \$0.50 per page for copies. The District Court's own fee  
17 schedule is a better exemplar of what reasonable copy charges should be in this matter. The  
18 rate of \$0.25 per page is half of what the Court charges for legal copies and the Court finds  
19 that \$0.25 is reasonable under the circumstances. Therefore, Margolin's copy charges will not  
20 be reduced and are awarded in full in the amount requested. Since Zandian did not oppose the  
21 other costs, Margolin is granted his costs pursuant to NRS 18.160 and NRS 18.170, as follows:  
22

23 **COSTS (October 18, 2013 THROUGH April 18, 2014):**

24

25	Postage/photocopies (in-house)	\$ 481.20
26	Research	285.31
27	Witness Fees (Subpoenas)	215.66
28	Process service/courier fees	<u>373.00</u>
		<u>\$1,355.17</u>

## II. Postjudgment Attorney's Fees

1  
2 Zandian argued that there is no applicable statute or rule upon which postjudgment  
3 attorney's fees can be awarded to Margolin and that the parties did not enter into an agreement  
4 which affords attorney's fees and therefore Margolin's request for postjudgment attorney's  
5 fees should be denied. Further, Zandian argues that NRS 598.0999(2) does not permit an  
6 award of attorney's fees in this case.

7 However, NRS 598.0999(2) is applicable to any action filed pursuant to the provisions  
8 of NRS 598.0903 to 598.0999, inclusive. Accordingly, Margolin should be awarded his  
9 postjudgment fees pursuant to the Deceptive Trade Practices statute.  
10

### a. NRS 598.0999(2) provides for an award of attorney's fees

11  
12 NRS 598.0999(2) states as follows:

13 Except as otherwise provided in NRS 598.0974, in any action brought pursuant  
14 to the provisions of NRS 598.0903 to 598.0999, inclusive, if the court finds that  
15 a person has willfully engaged in a deceptive trade practice, the district attorney  
16 of any county in this State or the Attorney General bringing the action may  
17 recover a civil penalty not to exceed \$5,000 for each violation. The court in any  
18 such action may, in addition to any other relief or reimbursement, award  
19 reasonable attorney's fees and costs.

20 NRS 598.0999(2) (emphasis added).

21 Thus, the phrase, "provisions of NRS 598.0903 to 598.0999," encompasses all actions  
22 brought under those sections. The language, "any action brought pursuant to the provisions of  
23 NRS 598.0903 to 598.0999," does not limit Deceptive Trade Practices actions to district  
24 attorneys or the Attorney General. The only limitation in NRS 598.0999(2) relates to the  
25 district attorney's and the Attorney General being able to pursue the \$5,000 civil penalty. In  
26 contrast, the last sentence of NRS 598.0999(2) stands alone and does not limit attorney fee  
27 awards to district attorneys or the Attorney General and allows the Court, in any Deceptive  
28 Trade Practices action, to "award reasonable attorney's fees and costs." NRS 598.0999(2).

1 As NRS 598.0999(2) provides for attorney's fees based upon actions filed pursuant to  
2 the provisions of NRS 598.0903 to 598.0999, inclusive, and since NRS 598.0999(2) does not  
3 exclude postjudgment attorney fees, Margolin's attorney's fees are hereby awarded for having  
4 to incur fees enforcing the judgment on the deceptive trade practices claim.

5 **b. Margolin's attorneys' fees are reasonable**

6 "In Nevada, 'the method upon which a reasonable fee is determined is subject to the  
7 discretion of the court,' which 'is tempered only by reason and fairness.'" *Shuette v. Beazer*  
8 *Homes Holdings Corp.*, 124 P.3d 530, 121 Nev. 837 (2005) (citing *University of Nevada v.*  
9 *Tarkanian*, 110 Nev. 581, 594, 591, 879 P.2d 1180, 1188, 1186 (1994)). "Accordingly, in  
10 determining the amount of fees to award, the court is not limited to one specific approach; its  
11 analysis may begin with any method rationally designed to calculate a reasonable amount,  
12 including those based on a 'lodestar' amount or a contingency fee." *Id.* (citations omitted).  
13 "The lodestar approach involves multiplying 'the number of hours reasonably spent on the  
14 case by a reasonable hourly rate.'" *Id.* at n. 98 (citing *Herbst v. Humana Health Ins. of*  
15 *Nevada*, 105 Nev. 586, 590, 781 P.2d 762, 764 (1989)).

16  
17 Before awarding attorney's fees, the district court must make findings concerning the  
18 reasonableness of the award, as required by *Brunzell v. Golden Gate National Bank*, 455 P.2d  
19 31, 85 Nev. 345 (1969) and *Shuette v. Beazer Homes Holdings Corp.*, 124 P.3d 530, 121 Nev.  
20 837 (2005). See *Barney v. Mt. Rose Heating & Air Conditioning*, 124 Nev. 821, 829-30, 192  
21 P.3d 730, 735-7 (2008).

22  
23 According to *Brunzell*, the factors that the district court should consider in awarding  
24 attorney fees, with no one factor controlling, is as follows:

- 25  
26 (1) the advocate's qualities, including ability, training, education, experience,  
27 professional standing, and skill;  
28 (2) the character of the work, including its difficulty, intricacy, importance, as  
well as the time and skill required, the responsibility imposed, and the  
prominence and character of the parties when affecting the importance of the  
litigation;



1 (3) the work performed, including the skill, time, and attention given to the  
2 work; and  
3 (4) the result—whether the attorney was successful and what benefits were  
4 derived.

5 *Barney*, 192 P.3d at 736 (citing *Brunzell*, 85 Nev. at 349, 455 P.2d at 33). According to  
6 *Shuette*, the district court is required to “provide[ ] sufficient reasoning and findings in support  
7 of its ultimate determination.” *Id.* (citing *Shuette*, 121 Nev. at 865, 124 P.3d at 549).

8 Margolin concedes that he is not currently entitled to attorney’s fees that are incurred  
9 on appeal. See *Bd. of Gallery of History, Inc. v. Datecs Corp.*, 116 Nev. 286, 288, 994 P.2d  
10 1149, 1150 (2000). However, as stated above, Margolin is entitled to his postjudgment  
11 attorney’s fees, including those incurred in executing on the judgment. Therefore, Margolin is  
12 hereby awarded only those fees that have been incurred, postjudgment, with regards to  
13 execution of the judgment, for a total of \$31,247.50 in fees, which reflects the lodestar amount  
14 of postjudgment attorney’s fees.

15 The amount of attorney’s fees awarded only includes reasonable attorney’s fees from  
16 October 18, 2013 to April 18, 2014, as follows: 11.4 hours of work performed by attorney  
17 Matthew D. Francis at \$300 per-hour (\$3,420.00); 75.3 hours of work performed by attorney  
18 Adam P. McMillen at \$300 per-hour (\$22,590.00); and 41.9 hours of work performed by  
19 paralegal Nancy Lindsley at \$125 per-hour (\$5,237.50). This lodestar amount is reasonable  
20 under the *Brunzell* factors as follows.

21  
22 (1) **Factors 1 and 2 - The Advocate’s Qualities, Including Ability, Training,  
23 Education, Experience, Professional Standing, and Skill and The Novelty  
24 and Difficulty of The Questions Involved, and The Time and Skill Involved**

25 The issues related to this case included: (a) whether Plaintiff’s patents were entitled to  
26 protection; (b) whether Defendants fraudulently assigned Plaintiff’s patents; and (c), whether  
27 Plaintiff was damaged by Defendants’ conduct. The patent and deceptive trade practices  
28 issues, and the unique facts surrounding them, involved careful consideration and research. In  
general, patent and deceptive trade practices litigation is a niche practice that requires a high

1 degree of legal skill and care in order to be performed properly and effectively. Each of these  
2 causes of action, coupled with the unique facts of this matter, required thorough research and  
3 careful analysis.

4 In addition, the postjudgment collection efforts so far have included attempting to find  
5 Zandian's collectible assets, including researching and investigating his property in Nevada  
6 and California and moving for a debtor's examination. Considering Zandian's elusive  
7 behavior to date and elaborate financial arrangements with a multitude of companies and  
8 individuals, Margolin has been forced to incur a significant amount of attorney's fees in  
9 attempting to collect on the judgment.  
10

11 Accordingly, Margolin's claimed postjudgment attorney's fees are reasonable under  
12 these factors.

13 **(2) Factor 3 – The Time and Labor Required**

14 Margolin's counsel has been required to research Zandian's vast real estate holdings in  
15 Nevada. Margolin's counsel has recorded the judgment in each Nevada County where  
16 Zandian holds property. Margolin's counsel has researched and subpoenaed Zandian's  
17 financial information from several financial institutions. Margolin's counsel has moved the  
18 court for a debtor's examination of Zandian. The time and labor required relating to  
19 collections efforts have been reasonable and significant.  
20

21 **(3) Factor 4 - The Result—Whether The Attorney Was Successful And What**  
22 **Benefits Were Derived**

23 Margolin prevailed on all of his causes of action in this case. Margolin's case against  
24 the Defendants resulted in a Default Judgment being entered against the Defendants on  
25 Margolin's causes of action. Specifically, the Court ordered Defendants to pay Plaintiff  
26 \$1,495,775.74, plus interest. In addition, through postjudgment efforts, Margolin's counsel  
27 has successfully liened Zandian's Nevada real estate to secure the judgment and Margolin's  
28 counsel is in the process of securing appropriate writs of execution to satisfy the judgment.

1 Thus, Margolin obtained the results sought, and this factor weighs in favor of the  
2 reasonableness of Margolin's fee request.

3 Further, the Court finds that while Zandian's failure to appear and defend this action  
4 led to the default judgments being entered, the nature of this matter required specialized skill  
5 and required a significant amount of time and attention by the attorneys involved.

6 The Court finds that patent and deceptive trade practices issues, and the unique facts  
7 surrounding them; involved careful consideration and research. Patent and deceptive trade  
8 practices litigation is a not a routine practice but requires a high degree of legal skill and care  
9 in order to be performed properly and effectively. Each of the causes of action in this matter,  
10 coupled with the unique facts of this matter, required thorough research and careful analysis.  
11 The Court finds that Margolin's counsel billed at an hourly rate of \$300, which is reasonable  
12 for this matter.  
13

14 In summary, an analysis of the *Brunzell* factors proves Margolin's fees in the lodestar  
15 amount of \$31,247.50 are reasonable and are hereby awarded.

### 16 **III. Postjudgment Interest**

17 Margolin seeks a formal judgment for the postjudgment interest accrued on the  
18 judgment to date. Zandian argues it is premature for Margolin to request an order stating what  
19 the current amount of accrued postjudgment interest is at this time. Zandian does not argue  
20 that Margolin is not entitled to postjudgment interest.  
21

22 "The purpose of post-judgment interest is to compensate the plaintiff for loss of the use  
23 of the money awarded in the judgment 'without regard to the elements of which that judgment  
24 is composed.'" *Albert H. Wohlers & Co. v. Bartgis*, 114 Nev. 1249, 1269, 969 P.2d 949, 963  
25 (1998) (citing *Ainsworth v. Combined Ins. Co.*, 105 Nev. 237, 244, 774 P.2d 1003, 1009  
26 (1989); see also *Waddell v. L.V.R.V. Inc.*, 122 Nev. 15, 26, 125 P.3d 1160, 1167 (2006)  
27 ("[t]he purpose of post-judgment interest is to compensate the plaintiff for loss of the use of  
28

1 the money awarded in the judgment' without regard to the various elements that make up the  
2 judgment.").

3 Since Zandian has not provided a supersedeas bond to stop execution of the judgment,  
4 Margolin is entitled to postjudgment interest until the judgment is satisfied. *See* NRCPC 62(d)  
5 (by giving a supersedeas bond a party may obtain stay of execution); *see also* NRS 17.130(2)  
6 (interest accrues until judgment satisfied). As the original judgment was entered in Nevada  
7 and the judgment set the interest rate at the legal rate of interest according to NRS 17.130, the  
8 interest rate is 5.25 percent per-annum, or \$215.15 per-day. Accordingly, the Court hereby  
9 finds that Margolin is owed simple interest at 5.25 percent or \$215.15 per-day from June 27,  
10 2013, the date of notice of entry of the judgment, through April 18, 2014. It is 296 days from  
11 June 27, 2013 to April 18, 2014. Multiplying 296 days by \$215.15 equals \$63,684.40 in  
12 accrued interest, which is the amount of interest currently due and owing.<sup>1</sup>

14 **IV. Conclusion**

15 Based upon the above, the Motion for Order Allowing Costs and Necessary  
16 Disbursements is GRANTED in full. Therefore, Margolin is awarded his postjudgment costs,  
17 from October 18, 2013 through April 18, 2014, in the amount of \$1,355.17. Margolin is  
18 awarded his postjudgment attorney's fees in the amount of \$31,247.50. Margolin is awarded  
19 his postjudgment interest in the amount of \$63,684.40.  
20

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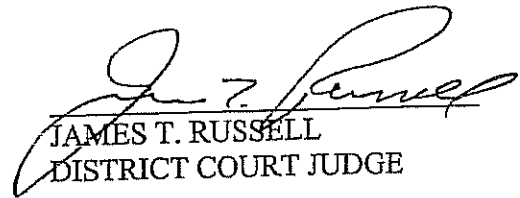
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28 <sup>1</sup> Interest continues to accrue until the judgment is satisfied. *See* NRS 17.130(2).

1 The total amount awarded to Margolin herein is \$96,287.07. This award shall be added  
2 to the judgment. This award must be paid before satisfaction of judgment may be entered in  
3 this matter. Payment of this award shall be made within 10 days of notice of entry of this  
4 Order. Payment shall be made payable to the Watson Rounds Trust Account or to Jed  
5 Margolin. Payment shall be delivered to the law office of Watson Rounds.

6 DATED: This 19 day of May, 2014.

IT IS SO ORDERED:

7  
8   
9 JAMES T. RUSSELL  
10 DISTRICT COURT JUDGE  
11  
12  
13  
14  
15

16 Respectfully submitted by,

17 WATSON ROUNDS, P.C.

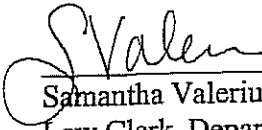
18 By: \_\_\_\_\_  
19 Adam P. McMillen, Esquire  
20 Nevada Bar No. 10678  
21 5371 Kietzke Lane  
22 Reno, NV 89511  
23 Telephone: (775) 324-4100  
24 Facsimile: (775) 333-8171  
25 Email: amcmillen@watsonrounds.com  
26 Attorneys for Plaintiff  
27  
28

**CERTIFICATE OF MAILING**

I hereby certify that on the 19<sup>th</sup> day of May, 2014, I placed a copy of the foregoing in the United States Mail, postage prepaid, addressed as follows:

Matthew D. Francis  
Adam P. McMillen  
Watson Rounds  
5371 Kietzke Lane  
Reno, NV 89511

Jason D. Woodbury  
Severin A. Carlson  
Kaempfer Crowell  
510 West Fourth Street  
Carson City, NV 89703

  
Samantha Valerius  
Law Clerk, Department I

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ALAN GLOVER

BY [Signature] CLERK  
DEPUTY

1 Case No.: 09 OC 00579 1B

2 Dept. No.: 1

3  
4  
5  
6 IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
7 IN AND FOR CARSON CITY

8  
9 JED MARGOLIN, and individual,

10 Plaintiff,

11 v.

**ORDER RE: WRIT OF EXECUTION**

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 REZA  
18 JAZI aka G. REZA JAZI aka GHONONREZA  
19 ZANDIAN JAZI, an individual, DOE  
20 Companies 1-10, DOE Corporations 11-20, and  
21 DOE Individuals 21-30,

22 Defendants.

23 This matter comes before the Court on a Motion for Writ of Execution filed on June 18,  
24 2014; an Opposition thereto was filed on July 7, 2014; and a Reply in Support of Motion for  
25 Writ of Execution was filed on July 17, 2014. Pursuant to an Order of this Court, a Sur-Reply to  
26 Reply in Support of Motion for Writ of Execution was filed on August 6, 2014. A Request for  
27 Submission was filed on August 8, 2014.  
28

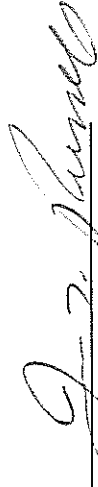
1 A review of this matter reflects that this Court can and should issue a Writ of Execution  
2 on the Default Judgment issued on June 24, 2013 and Order on Motion for Order Allowing Costs  
3 and Necessary Disbursements et al., dated May 19, 2014. There is no automatic stay with regard  
4 to enforcement of judgments. The way to stop enforcement of a judgment is to post a  
5 supersedeas bond and request a stay in accordance with NRCPC 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).

8  
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

13 **IT IS SO ORDERED.**

14 Dated this 18<sup>th</sup> day of August, 2014.  
15

16  
17   
18 JAMES T. RUSSELL  
19 DISTRICT JUDGE  
20  
21  
22  
23

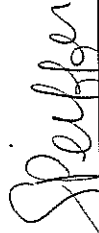


**CERTIFICATE OF MAILING**

I hereby certify that on the 8<sup>th</sup> 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

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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*

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ALAN GLOVER  
DEPUTY SHERIFF

6 **In The First Judicial District Court of the State of Nevada**  
7 **In and for Carson City**

RECEIVED  
CLARK COUNTY SHERIFF  
14 OCT - 9 P 2 28

9 JED MARGOLIN, an individual,  
10 Plaintiff,

11 vs.

12 REZA ZANDIAN aka GOLAMREZA  
ZANDIANJAZI aka GHOLAM REZA  
13 ZANDIAN aka REZA JAZI aka J. REZA JAZI  
14 aka G. REZA JAZI aka GHONONREZA  
ZANDIAN JAZI, et al.,

15 Defendants.  
16

Case No.: 090C00579 1B  
Dept. No.: 1

**NOTICE OF SHERIFF'S SALE OF**  
**REAL PROPERTY UNDER**  
**EXECUTION**

17 **NOTICE OF SHERIFF'S SALE OF REAL PROPERTY UNDER EXECUTION:**

18 By virtue of a Writ of Execution issued out of the First Judicial District Court, Carson City,  
19 Nevada, on September 5, 2014, upon a judgment entered in the above-captioned case on June  
20 27, 2013, in favor of Plaintiff Jed Margolin and against Reza Zandian aka Golamreza Zandian  
21 Jazi aka Gholam Reza Zandian aka Reza Jazi aka J. Reza Jazi aka G. Reza Jazi aka  
22 Ghononreza Zandian Jazi ("Defendant Reza Zandian"), in the amount of \$1,592,062.81, which  
23 Writ of Execution was delivered to me as Sheriff. I have levied upon all of the right, title,  
24 claim and interest of Defendant Reza Zandian in and to that certain real property located in  
25 Moapa Valley, Clark County, Nevada 89040 and described as THE SOUTH HALF (S ½) OF  
26 THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF  
27 SECTION 2, TOWNSHIP 16 SOUTH, RANGE 68 EAST, M.D.M. APN 071-02-000-013.  
28

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**NOTICE IS HEREBY GIVEN THAT** I, the undersigned Sheriff, will sell at Sheriff's Sale to the highest bidder, for cash, without warranty, express or implied, all of the right, title, claim and interest of Defendant Reza Zandian in and to the above-described real property or as much thereof as may be necessary to satisfy said judgment and Writ of Execution, together with interest and costs thereon, on December 9, 2014, at the front steps of the North Entrance to the REGIONAL JUSTICE CENTER, 200 LEWIS ST, LAS VEGAS at 9:15 a.m. This property is being sold subject to all prior liens and encumbrances pending against the property and subject to all easements, restrictions of record, taxes, and special assessments pending against the property. Only Cash or Certified Funds will be accepted and payment must be made in full immediately upon conclusion of the sale.

**NOTICE IS FURTHER GIVEN** that the purchaser at such sale shall take title to the above described real property subject to a one (1) year right of redemption pursuant to NRS 21.210. **PROSPECTIVE BIDDERS, READ THIS SECTION CAREFULLY.** Before bidding at the sale, a prospective bidder should independently investigate the priority of the lien or interest of the judgment creditor; land use laws and regulations applicable to the property; approved uses for the property; limits on farming or forest practices on the property; rights of neighboring property owners; environmental laws and regulations that affect the property; make their own examination of the title and the condition of the property; and to consult their own attorney before bidding.

DATED: This 10<sup>th</sup> day of October, 2014.

DOUG GILLESPIE, SHERIFF  
CLARK COUNTY, NEVADA

By: D. Flippo, PN 5734  
Deputy Sheriff

Lt. G. Jason Flippo  
Sheriff's Civil Section

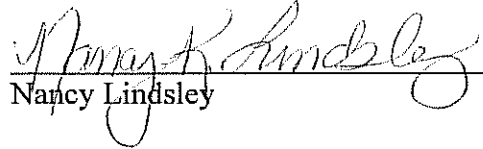
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**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I certify that I am an employee of Watson Rounds, and that on this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true and correct copy of the foregoing document, NOTICE OF SHERIFF'S SALE OF REAL PROPERTY UNDER EXECUTION, addressed as follows:

Reza Zandian  
c/o Jason D. Woodbury  
Severin A. Carlson  
Kaempfer Crowell  
510 West Fourth Street  
Carson City, Nevada 89703  
*Attorneys for Defendant, Reza Zandian*

Dated: October 21, 2014

  
Nancy Lindsley

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

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2014 NOV -4 PM 4: 57

ALAN BLOVER  
BY [Signature] CLERK  
DEPUTY

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RECEIVED  
CLARK COUNTY SHERIFF

6 **In The First Judicial District Court of the State of Nevada**  
7 **In and for Carson City**

9 JED MARGOLIN, an individual,

10 Plaintiff,

11 vs.

12 REZA ZANDIAN aka GOLAMREZA  
13 ZANDIANJAZI aka GHOLAM REZA  
14 ZANDIAN aka REZA JAZI aka J. REZA JAZI  
15 aka G. REZA JAZI aka GHONONREZA  
16 ZANDIAN JAZI, et al.,

Defendants.

Case No.: 090C00579 1B

Dept. No.: 1

**AFFIDAVIT OF POSTING**  
**NOTICE OF SHERIFF'S SALE OF**  
**REAL PROPERTY UNDER**  
**EXECUTION**

17 STATE OF NEVADA )  
18 ) ss.  
COUNTY OF CLARK )

19 I, THOMAS SMITH, state:

20 That at all times herein I have been a citizen of the United States, over 18 years of age,  
21 and am not a party to, or interested in, the proceeding in which this affidavit is made.

22 1. On the 22<sup>ND</sup> day of OCTOBER, 2014, I personally posted a copy of the Writ of  
23 Execution and the Notice of Sheriff's Sale of Real Property Under Execution, on the property  
24 in the manner prescribed under the Nevada Revised Statutes, in a conspicuous place  
25 at the property which is located at:  
26

27 ///

28 ///

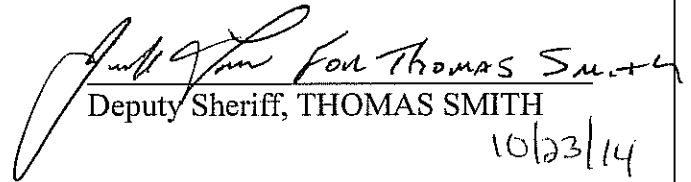
1 APN: 071-02-000-005  
2 Situs: Moapa Valley, Clark County, Nevada  
3 Legal Description: Section 2, Township 16, Range 68  
4 Zip Code: 89040

5 2. On the 22<sup>ND</sup> day of OCTOBER, 2014, I personally posted a copy of the Notice of  
6 Sheriff's Sale of Real Property Under Execution of the above-referenced property in the  
7 manner prescribed under the Nevada Revised Statutes, at three (3) public places in Moapa  
8 Valley, Nevada.

9 3. On the 22<sup>ND</sup> day of OCTOBER, 2014, I personally posted a copy of the Notice of  
10 Sheriff's Sale of Real Property Under Execution of the above-referenced property in the  
11 manner prescribed under the Nevada Revised Statutes, at three (3) public places in Las Vegas,  
12 Nevada.


13 I declare under penalty of perjury that the foregoing is true and correct.

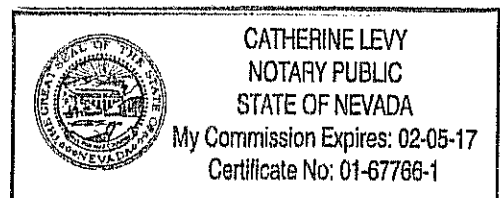
14 **CLARK COUNTY SHERIFF**

15  
16   
17 Deputy Sheriff, THOMAS SMITH  
18 10/23/14

19 SUBSCRIBED AND SWORN to before me

20 this 23<sup>rd</sup> day of October, 2014.

21   
22 \_\_\_\_\_  
23 Deputy Clerk or Notary





**CLARK COUNTY SHERIFF  
CIVIL PROCESS SECTION**

JED MARGOLIN	)	<b>EXHIBIT A – Affidavit of Posting</b>
	)	
<b>PLAINTIFF</b>	)	CASE No. 090C00579 1B
	)	SHERIFF CIVIL NO.: 14006770
vs	)	
OPTIMA TECHNOLOGY CORPORATION;	)	
REZA ZANDIAN, et al.,	)	
<b>DEFENDANT</b>	)	

STATE OF NEVADA }  
 } ss:  
 COUNTY OF CLARK }

**Date: 10/22/2014 @ 11:00 AM - RAW LAND VIRGIN RIVER WEST ROAD MOAPA VALLEY  
 (#005) OVERTON, NV 89040**

**Attempted By: THOMAS SMITH  
 Service Type: POSTING.**

**Notes : POSTED WRIT OF EXECUTION AND NOTICE OF SHERIFF'S SALE OF REAL  
 PROPERTY UNDER EXECUTION TO RAW LAND 10 ACRE PARCEL.**

**Date: 10/22/2014 @ 11:20 AM - 350 NORTH MOAPA VALLEY ROAD OVERTON, NV 89040**

**Attempted By: THOMAS SMITH  
 Service Type: POSTING.**

**Notes : POSTED ON BULLETIN BOARD NOTICE OF SHERIFF'S SALE OF REAL PROPERTY  
 UNDER EXECUTION.**

**Date: 10/22/2014 @ 11:26 AM - 320 NORTH MOAPA VALLEY ROAD OVERTON, NV 89040**

**Attempted By: THOMAS SMITH  
 Service Type: POSTING.**

**Notes : POSTED ON BULLETIN BOARD NOTICE OF SHERIFF'S SALE OF REAL PROPERTY  
 UNDER EXECUTION.**

**Date: 10/22/2014 @ 11:40 AM - 275 NORTH MOAPA VALLEY ROAD OVERTON, NV 89040**

**Attempted By: THOMAS SMITH  
 Service Type: PHONE CONTACT.**

**Notes : POSTED ON BULLETIN BOARD NOTICE OF SHERIFF'S SALE OF REAL PROPERTY  
 UNDER EXECUTION.**



**Date: 10/22/2014 @ 1:45 PM - CLARK COUNTY GOVERNMENT CENTER 500 S GRAND  
CENTRAL PARKWAY LAS VEGAS, NV 89155**

**Attempted By: THOMAS SMITH**

**Service Type: POSTING.**

**Notes : POSTED ON BULLETIN BOARD NOTICE OF SHERIFF'S SALE OF REAL PROPERTY  
UNDER EXECUTION.**

**Date: 10/22/2014 @ 2:00 PM - REGIONAL JUSTICE CENTER 200 LEWIS AVENUE LAS  
VEGAS, NV 89101**

**Attempted By: THOMAS SMITH**

**Service Type: POSTING.**

**Notes : POSTED ON BULLETIN BOARD NOTICE OF SHERIFF'S SALE OF REAL PROPERTY  
UNDER EXECUTION.**

**Date: 10/22/2014 @ 2:15 PM - THIRD STREET COUNTY BUILDING 309 S THIRD STREET LAS  
VEGAS, NV 89101**

**Attempted By: THOMAS SMITH**

**Service Type: POSTING.**

**Notes : POSTED ON BULLETIN BOARD NOTICE OF SHERIFF'S SALE OF REAL PROPERTY  
UNDER EXECUTION.**



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

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ALAN GLOVER  
BY *Alan Glover*  
DEPUTY

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.

**AFFIDAVIT OF PUBLICATION  
OF NOTICE OF SHERIFF'S  
SALE OF REAL PROPERTY  
UNDER EXECUTION**

14 OPTIMA TECHNOLOGY CORPORATION,  
a California corporation, OPTIMA  
15 TECHNOLOGY CORPORATION, a Nevada  
corporation, REZA ZANDIAN  
16 aka GOLAMREZA ZANDIANJAZI  
17 aka GHOLAM REZA ZANDIAN  
aka REZA JAZI aka J. REZA JAZI  
18 aka G. REZA JAZI aka GHONONREZA  
ZANDIAN JAZI, an individual, DOE Companies  
19 1-10, DOE Corporations 11-20, and DOE  
20 Individuals 21-30,

21 Defendants.  
22

23 Plaintiff Jed Margolin, through counsel Adam McMillen, presents herewith an  
24 Affidavit of Publication of Notice of Sheriff's Sale of Real Property Under Execution as it  
25 relates to Clark County APN: 071-02-000-005. Such Affidavit of Publication is attached  
26 hereto as Exhibit 1.

27 ///

28 ///

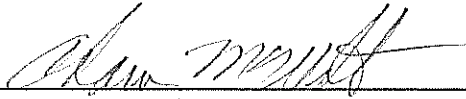
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**Affirmation Pursuant to NRS 239B.030**

The undersigned does hereby affirm that the preceding document does not contain the social security number of any person.

DATED: November 5, 2014.

WATSON ROUNDS

By: 

Matthew D. Francis  
Adam P. McMillen  
Watson Rounds  
5371 Kietzke Lane  
Reno, NV 89511

Attorneys for Plaintiff Jed Margolin



# Exhibit 1

Exhibit 1

# Affidavit of Publication

STATE OF NEVADA }  
COUNTY OF CLARK } SS

I, Rosalie Qualls state:

That I am Assistant Operations Manager of the Nevada Legal News, a daily newspaper of general circulation, printed and published in Las Vegas, Clark County, Nevada; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

- Oct 17, 2014
- Oct 24, 2014
- Oct 30, 2014

That said newspaper was regularly issued and circulated on those dates. I declare under penalty of perjury that the foregoing is true and correct.

DATED: Oct 30, 2014



Rosalie Qualls

In The First Judicial District Court of the State of Nevada  
 In and for Carson City  
 Case No.: 090C00579 1B Dept. No.: 1  
 JED MARGOLIN, an individual, Plaintiff,  
 vs. REZA ZANDIAN aka GOLAMREZA ZANDIANJAZI aka GHOLAM REZA ZANDIAN aka REZA JAZI aka J. REZA JAZI aka G. REZA JAZI aka GHONONREZA ZANDIAN JAZI, et al., Defendants.

**NOTICE OF SHERIFF'S SALE OF REAL PROPERTY UNDER EXECUTION**  
**NOTICE OF SHERIFF'S SALE OF REAL PROPERTY UNDER EXECUTION:**  
 By virtue of a Writ of Execution issued out of the First Judicial District Court, Carson City, Nevada, on September 5, 2014, upon a judgment entered in the above-captioned case on June 27, 2013, in favor of Plaintiff Jed Margolin and against Reza Zandian aka Golamreza Zandian Jazi aka Gholam Reza Zandian aka Reza Jazi aka J. Reza Jazi aka G. Reza Jazi aka Ghononreza Zandian Jazi ("Defendant Reza Zandian"), in the amount of \$1,592,062.81, which Writ of Execution was delivered to me as Sheriff. I have levied upon all of the right, title, claim and interest of Defendant Reza Zandian in and to that certain real property located in Moapa Valley, Clark County, Nevada 89040 and described as THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 2, TOWNSHIP 16 SOUTH, RANGE 68 EAST, M.D.M. APN 071-02-000-005. NOTICE IS HEREBY GIVEN THAT I, the undersigned Sheriff, will sell at Sheriff's Sale to the highest bidder, for cash, without warranty, express or implied, all of the right, title, claim and interest of Defendant Reza Zandian in and to the above-described real property or as much thereof as may be necessary to satisfy said judgment and Writ of Execution, together with interest and costs thereon, on December 9, 2014, at the front steps to the North Entrance to the REGIONAL JUSTICE CENTER, 200 LEWIS ST, LAS VEGAS AT 9:00 a.m. This property is being sold subject to all prior liens and encumbrances pending against the property and subject to all easements, restrictions of record, taxes, and special assessments pending against the property. Only Cash or Certified Funds will be accepted and payment must be made in full immediately upon conclusion of the sale. NOTICE IS FURTHER GIVEN that the purchaser at such sale shall take title to the above described real property subject to a one (1) year right of redemption pursuant to NRS 21.210. PROSPECTIVE BIDDERS, READ THIS SECTION CAREFULLY. Before bidding at the sale, a prospective bidder should independently investigate the priority of the lien or interest of the judgment creditor; land use laws and regulations applicable to the property; approved uses for the property; limits on farming or forest practices on the property; rights of neighboring property owners; environmental laws and regulations that affect the property; make their own examination of the title and the condition of the property; and to consult their own attorney before bidding.

DATED: This 10th day of October, 2014. DOUG GILLESPIE, SHERIFF, CLARK COUNTY, NEVADA, By: Lt. G. Jason Flippo, PN 5734, Sheriff's Civil Section, Deputy Sheriff, 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  
 Published in Nevada Legal News  
 October 17, 24, 30, 2014

04100372 00383243

WATSON ROUNDS, ESQS. (RENO)  
5371 KIETZKE LANE  
RENO, NV 89511

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 -

*[Signature]*  
DEPUTY

7 **In The First Judicial District Court of the State of Nevada**  
8 **In and for Carson City**

11 JED MARGOLIN, an individual,  
12 Plaintiff,

Case No.: 090C00579 1B

Dept. No.: 1

13 vs.

**DECLARATION OF SERVICE**

14 OPTIMA TECHNOLOGY CORPORATION,  
a California corporation, OPTIMA  
15 TECHNOLOGY CORPORATION, a Nevada  
corporation, REZA ZANDIAN  
16 aka GOLAMREZA ZANDIANJAZI  
17 aka GHOLAM REZA ZANDIAN  
aka REZA JAZI aka J. REZA JAZI  
18 aka G. REZA JAZI aka GHONONREZA  
ZANDIAN JAZI, an individual, DOE Companies  
19 1-10, DOE Corporations 11-20, and DOE  
20 Individuals 21-30,

21 Defendants.

22  
23 I, NANCY R. LINDSLEY, declare under the penalty of perjury under the laws of the  
24 State of Nevada, as follows:

- 25 1. Pursuant to NRCP 5(b), I declare that I am an employee of WATSON ROUNDS,  
26 P.C.  
27  
28 2. On January 6, 2015, I served the following documents upon Defendants' counsel:


1  
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28

- a) Sheriff's Certificate of Sale of Real Property regarding Clark County APN: 071-02-000-005;
- b) Sheriff's Certificate of Sale of Real Property regarding Clark County APN: 071-02-000-013; and,
- c) Writ of Execution, returned by Clark County Sheriff.

3. I declare that I served the foregoing documents by placing a true copies thereof enclosed in a sealed envelope, with first class postage thereon fully prepaid, in the United States mail at Reno, Nevada, addressed as follows:

Jason Woodbury, Esq.  
Kaempfer Crowell  
510 W. Fourth Street  
CarsonCity, NV 89703

EXECUTED at Reno, Nevada, this 6<sup>th</sup> day of January, 2015.

  
NANCY R. LINDSLEY

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*

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SUSAN MERRIWETHER  
CLERK  
BY: *[Signature]*  
DEPUTY

6  
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  
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.

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CLARK COUNTY SHERIFF  
2014 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.

17 DOUGLAS GILLESPIE  
18 SHERIFF OF CLARK COUNTY

19 By: D. Flippo, PN 5734  
20 Deputy Lt. G. Jason Flippo

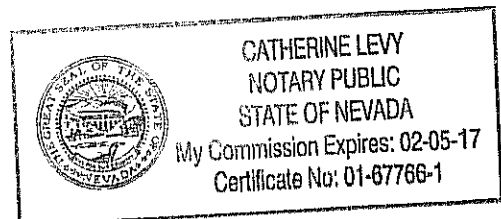
Sheriff's Civil Section

12/30/14

21 COUNTY OF CLARK )  
22 STATE OF NEVADA ) ss:

23 On this 30<sup>th</sup> 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  
27 voluntarily for the purposes set forth therein.

28 [Signature]  
Notary Public, in and for said  
County and State



**ORIGINAL**

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2015 JAN -8 PM 2:09

SUSAN MERRIWETHER  
CLERK

BY *[Signature]*  
DEPUTY

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*

8 **In The First Judicial District Court of the State of Nevada**  
9 **In and for Carson City**

12 JED MARGOLIN, an individual,  
13 Plaintiff,

Case No.: 090C00579 1B

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,

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CLARK COUNTY SHERIFF  
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22 Defendants.

23 **THE PEOPLE OF THE STATE OF NEVADA:**

24 **To the Sheriff/Constable of Clark County, Nevada, Greetings:**

25 On June 24, 2013, a judgment was entered by the above entitled Court in the above-  
26 entitled action in favor of Plaintiff Jed Margolin as Judgment Creditor and against Defendants,  
27 jointly and severally as Judgment Debtor for damages, pre-judgment interest, attorney's fees  
28

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.

10 Credit must be given for payments and partial satisfactions in the amount of  
11 \$0.00 which is to be first credited against the total accrued costs and accrued interest, with any  
12 excess credited against the judgment as entered, leaving a net balance of: \$1,592,062.81  
13 actually due on the date of the issuance of this writ of which \$1,495,775.74 bears interest at  
14 5.25% percent per annum, in the amount of \$215.15 per day from April 19, 2014 to the date of  
15 levy, to which must be added the commissions and costs of the officer executing this writ.

16  
17 **NOW, THEREFORE, CONSTABLE/SHERIFF OF CLARK COUNTY**, you are  
18 hereby commanded to satisfy this judgment with interest and costs as provided by law, out of  
19 the following real property belonging to the debtor in the said county, and make return to this  
20 writ within not less than 10 days or more than 60 days endorsed thereon with what you have  
21 done.  
22

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

27 ///

28 ///

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: [Signature], Deputy

<input type="checkbox"/>	Not Satisfied	
<input checked="" type="checkbox"/>	Satisfied In Sum Of	\$ 24,000.00
<input checked="" type="checkbox"/>	Costs Incurred	\$ 266.00
<input checked="" type="checkbox"/>	Commissions Incurred	\$ 280.00
<input type="checkbox"/>	Judgment Debt	\$ 0

I hereby certify that I have this date returned the foregoing Writ of Execution with the results of the levy endorsed thereon.

CLARK COUNTY, Sheriff  
By: D. Flippo, PN 5734  
Deputy Date

Lt. G. Jason Flippo  
Sheriff's Civil Section  
12/30/14

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 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

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CLARK COUNTY SHERIFF  
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(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)

REC'D & FILED

2015 FEB 26 PM 5:00

SUSAN MERRIWETHER  
BY: *[Signature]*  
CLERK  
DEPUTY

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,

Case No.: 090C00579 1B

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:**

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  
18 **NOW, THEREFORE, SHERIFF OF WASHOE COUNTY**, you are hereby  
19 commanded to satisfy this judgment with interest and costs as provided by law, out of the  
20 following real property belonging to the debtor in the said county, and make return to this writ  
21 within not less than 10 days or more than 60 days endorsed thereon with what you have done.

22 Washoe County APN: 079-150-12  
23 Situs: State Route 447  
24 Legal Description: The Southwest Quarter (SW ¼) of Section 25, Township  
21 North, Range 23 East, M.D.M.

25 DATED: this 23 day of ~~November~~, 2014.

26 ALAN GLOVER, Clerk

27  
28 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 JED MARGOLIN (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)

IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
IN AND FOR THE COUNTY OF 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 )  
DEFENDANT )

Dated: 2/23/2015  
Civil File Number: 15001231  
CASE No.: 090C005791B

**DECLARATION OF SERVICE**

STATE OF NEVADA )  
 ) ss:  
COUNTY OF WASHOE )

Steve Wood, being first duly sworn, deposes and says: That affiant is a citizen of the United States, over 18 years of age, not a party to the within entered action, and that in the County of Washoe, State of Nevada, personally served the described documents upon:

Post and Mail: Reza Zandian  
Location: APN: 079-150-12 State Route 447 South West Quarter of Section 25, Township 21 North, Range 23 East, Wadsworth, NV 89442  
Date: 2/20/2015 Time: 1:01 PM

The document(s) served were: WRIT OF EXECUTION-REAL PROPERTY LEVY, NOTICE OF EXECUTION, NOTICE OF ATTACHMENT AND LEVY UPON PROPERTY

I declare under penalty of perjury under the law provided of the State of Nevada that the foregoing is true and correct. No notary is required per NRS 53.045.

CHUCK ALLEN, SHERIFF

By:   
Sheriff's Authorized Agent


Watson Rounds  
5371 Kietzke Ln  
Reno, NV 89511

ORIGINAL

REC'D & FILED

2015 DEC 10 PM 2:37

SUSAN MERRIWETHER  
CLERK

BY  DEPUTY

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

12 IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

13 IN AND FOR CARSON CITY

14 JED MARGOLIN, an individual,

15 Plaintiff,

16 vs.

17 OPTIMA TECHNOLOGY CORPORATION,  
a California corporation; OPTIMA  
18 TECHNOLOGY CORPORATION, a Nevada  
corporation; REZA ZANDIAN aka  
19 GOLAMREZA ZANDIANJAZI aka  
GHOLAM REZA ZANDIAN aka REZA JAZI  
20 aka J. REZA JAZI aka G. REZA JAZI aka  
GHONONREZA ZANDIAN JAZI, an  
individual; DOE COMPANIES 1-10; DOE  
21 CORPORATIONS 11-20; and DOE  
INDIVIDUALS 21-30,

22 Defendants.  
23  
24

Case No. 090C00579 1B  
Dept. No. 1

NOTICE OF APPEAL

KAEMPFER CROWELL  
510 West Fourth Street  
Carson City, Nevada 89703

1 NOTICE OF APPEAL

2 Please take notice that Defendant Reza Zandian appeals to the Supreme Court of Nevada  
3 from "Order Granting Plaintiff's Motion for Debtor Examination and to Produce Documents,"  
4 notice of entry of which was served by mail on November 10, 2015 (Exhibit A).

5 The undersigned does hereby affirm that the preceding document does not contain the  
6 social security number of any person.

7 DATED this 10<sup>th</sup> day of December, 2015.

8 KAEMPFER CROWELL


9  
10 BY: 

11 SEVERIN A. CARLSON  
12 Nevada Bar No. 9373  
13 TARA C. ZIMMERMAN  
14 Nevada Bar No. 12146  
15 510 West Fourth Street  
16 Carson City, Nevada 89703  
17 **Attorneys 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**

**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that on the 10<sup>th</sup> day of December, 2015, I caused the foregoing **NOTICE OF APPEAL** to be served 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**



an employee of Kaempfer Crowell

REC'D & FILED

2016 FEB -3 PM 1:11

SUSAN MERRIWETHER  
CLERK

BY [Signature]  
DEPUTY

1 Case No.: 09 OC 00279 1B

2 Dept. No.: 1

3  
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5  
6 IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
7 IN AND FOR CARSON CITY

8 JED MARGOLIN, an individual

9  
10 Plaintiff,

11 v.

**ORDER HOLDING DEFENDANT IN  
CONTEMPT OF COURT**

12 OPTIMA TECHNOLOGY CORPORATION,  
13 A California corporation, OPTIMA  
14 TEECHNOLOGY CORPORATION, a Nevada,  
15 Corporation, REZA ZANDIAN aka  
16 GOLEMREZA ZANDIANJAZI aka  
17 GHOLEM REZA ZANDIAN aka REZA JAZI  
18 aka J REZA JAZI aka G. REZA JAZI aka  
19 GHONOREZA ZANDIAN JAZI, an individual  
20 DOE Companies 1-10, DOE Corporations 11-  
21 20, and DOE Individuals 21-30,  
22 Defendant.

23 This matter is before this Court pursuant to Plaintiff's Motion to Show Cause Regarding  
24 Contempt and Ex Parte Motion For Order Shortening Time filed on January 14, 2016.

25 Thereafter, this Court issued an Order to Show Cause on January 22, 2016. A hearing was held  
26 on the matter on February 3, 2016. Present on behalf of Plaintiff was Adam McMillen, Esq.  
27 Defendant failed to appear.

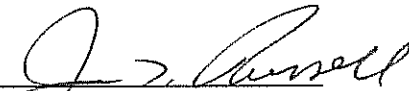
28 Based on Defendant's failure to comply with this Court's Order and additionally failing  
to appear before this Court, Defendant is in contempt of this Court pursuant to NRS 22.010.

1 Therefore, based on the foregoing and good cause appearing,

2 IT IS HEREBY ORDERED that Defendant shall be held in contempt of Court, a bench  
3 warrant shall be issued, and the Plaintiff is duly awarded his attorney fees incurred as a result of  
4 the contempt.

5 IT IS SO ORDERED.

6 Dated this 31 day of February, 2016.

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9 JAMES T. RUSSELL  
DISTRICT JUDGE



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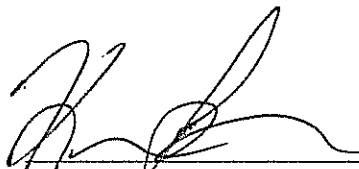
**CERTIFICATE OF MAILING**

I hereby certify that on the 4<sup>th</sup> day of February 2016, I served a copy of the foregoing by placing the foregoing in the United States Mail, postage prepaid, 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

Severin Carlson, Esq.  
Tara Zimmerman, Esq.  
510 West Fourth Street  
Carson City, NV 89703  
(courtesy copy only)



---

Krystopher Benyamein, Esq.  
Law Clerk, Dept. 1

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.

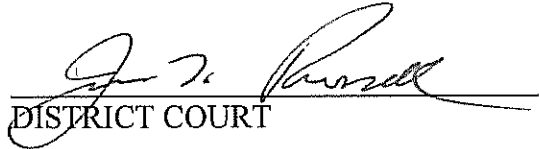
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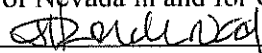
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That the said Defendant, REZA ZANDIAN aka GOLAMREZA ZANDIANJAZI aka GHOLAM  
REZA ZANDIAN aka REZA JAZI aka J REZA JAZI aka G. REZA JAZI aka GHONOREZA  
ZANDIAN JAZI, may be released pending a hearing or by the posting of bail, cash only, in the sum of  
\$100,000.00. Extradition Nevada/California only.


WITNESS my hand this 3<sup>rd</sup> day of February, 2016, and I direct that this Warrant may be served at  
any hour of the day or night.

  
DISTRICT COURT

~~SUSAN MEREWETHER~~  
ATTEST: ALAN GLOVER  
Clerk of the First Judicial District Court of the  
State of Nevada in and for Carson City  
By:   
Deputy

1 Jeffrey L. Hartman, Esq., #1607  
2 **HARTMAN & HARTMAN**  
3 510 West Plumb Lane, Suite B  
4 Reno, Nevada 89509  
5 Telephone: (775) 324-2800  
6 Facsimile: (775) 324-1818  
7 E-mail: [notices@bankruptcyreno.com](mailto:notices@bankruptcyreno.com)

8 Attorney for Patrick Canet,  
9 Judicial Liquidator

REC'D & FILED  
2016 JUN -2 PM 4:42  
SUSAN MERRIWETHER  
CLERK  
BY  DEPUTY

10 **IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**  
11 **IN AND FOR CARSON CITY**

12 JED MARGOLIN, an individual,  
13  
14 Plaintiff,

Case No. 090C00579 1B  
Dept. No. 1

15 vs.

16 OPTIMA TECHNOLOGY CORPORATION,  
17 a California corporation; OPTIMA  
18 TECHNOLOGY CORPORATION, a Nevada  
19 corporation; REZA ZANDIAN aka  
20 GOLAMREZA ZANDIANJAZI aka  
21 GHOLAM REZA ZANDIAN aka REZA  
22 JAZI aka J. REZA JAZI aka G. REZA JAZI,  
23 aka GHONOREZA ZANDIAN JAZI, an  
24 individual; DOES COMPANIES 1-10; DOE  
25 CORPORATIONS 11-20; and DOE  
26 INDIVIDUALS 21-30,

**NOTICE OF PENDENCY OF  
CHAPTER 15 PETITION FOR  
RECOGNITION OF A FOREIGN  
PROCEEDING**

27 Defendants.

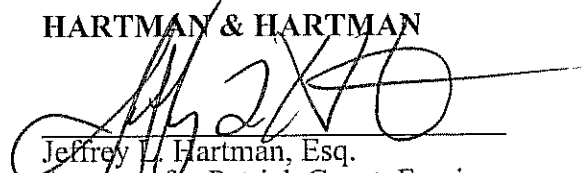
28 Patrick Canet, Judicial Liquidator in a foreign main proceeding, case no. 97P01370,  
pending in the Commercial Court of Pontoise, Paris, France, through counsel, submits this  
Notice Of Pendency Of Chapter 15 Petition For Recognition Of A Foreign Proceeding for  
Defendant/Debtor Gholam Reza Jazi Zandian, commenced May 19, 2016, under case no. 16-  
50644-btb in the US. Bankruptcy Court. The verified Chapter 15 Petition For Recognition  
Of A Foreign Proceeding is attached hereto.

29 ///  
30 ///  
31 ///

1 The filing initiates the automatic stay against Defendant Gholam Reza Jazi Zandian under §  
2 362 of the United States Bankruptcy Code.

3 DATED: June 2, 2016.

4 HARTMAN & HARTMAN

5   
6 Jeffrey L. Hartman, Esq.  
7 Attorney for Patrick Canet, Foreign  
8 Representative

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CERTIFICATE OF SERVICE

I hereby certify that I mailed a copy of the foregoing document, postage prepaid,  
addressed to:

SEVERIN A. CARLSON, ESQ.  
TARA C. ZIMMERMAN, ESQ.  
KAEMPFER CROWELL  
510 W. FOURTH STREET  
CARSON CITY, NV 89703

MATTHEW D. FRANCIS, ESQ.  
ADAM P. MCMILLEN, ESQ.  
BROWNSTEIN HYATT FARBER SCHRECK  
5371 KIETZKE LANE  
RENO, NV 89511

DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
OGDEN, UT 84201-0030

INTERNAL REVENUE SERVICE  
PO BOX 7346  
PHILADELPHIA, PA 19101-7346

NEVADA DEPARTMENT OF MOTOR VEHICLES  
BANKRUPTCY SECTION  
555 WRIGHT WAY  
CARSON CITY, NV 89711-0001

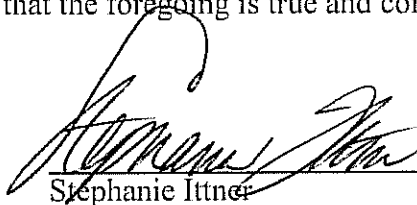
NEVADA DEPT. OF EMPLOYMENT SECURITY  
500 E. THIRD STREET  
CARSON CITY, NV 89713

NEVADA DEPT. OF TAXATION  
BANKRUPTCY SECTION  
4600 KIETZKE LANE, #L-235  
RENO, NV 89502

UNITED STATES TRUSTEE  
300 BOOTH STREET, SUITE 3009  
RENO, NV 89509

I declare under penalty of perjury that the foregoing is true and correct.

Dated: June 2, 2016.

  
Stephanie Ittner

1 Jeffrey L. Hartman, Esq., #1607  
2 **HARTMAN & HARTMAN**  
3 510 West Plumb Lane, Suite B  
4 Reno, Nevada 89509  
5 Telephone: (775) 324-2800  
6 Facsimile: (775) 324-1818  
7 E-mail: [notices@bankruptcyreno.com](mailto:notices@bankruptcyreno.com)  
8 Attorney for Patrick Canet,  
9 Judicial Liquidator

7 **UNITED STATES BANKRUPTCY COURT**  
8 **DISTRICT OF NEVADA**

9 IN RE: CASE NO. BK-N-16-50644-BTB  
10 Gholam Reza Jazi Zandian CHAPTER 15  
11 Debtor in a Foreign Proceeding. **VERIFIED PETITION FOR**  
12 **RECOGNITION AND CHAPTER 15**  
13 **RELIEF**  
14 **Hearing Date: June 23, 2016**  
**Hearing Time: 10:00 a.m.**

15 \_\_\_\_\_/  
16 Patrick Canet ("Mr. Canet"), in his capacity as foreign representative ("Foreign  
17 Representative") of the above captioned debtor, Gholam Reza Jazi Zandian ("Zandian" or  
18 "Debtor"), with liquidation proceedings in Paris, France, respectfully submits this petition  
19 ("Petition") seeking entry of an order granting (a) recognition by this Court of the Foreign  
20 Representative as the Debtor's foreign representative as that term is defined in 11 U.S.C. §  
21 101(24), and (b) recognition of the French proceeding as a foreign main proceeding  
22 ("Foreign Proceeding") pursuant to 11 U.S.C. §§ 1515, 1517 and 1520.

22 **Preliminary Statement**

- 23 1. In 1993, Mr. Canet was appointed by the Commercial Court of Pontoise in Paris,  
24 France ("French Court"), as the representative and, subsequently, the judicial liquidator for  
25 the benefit of creditors in a proceeding involving COMPUTER WORLD, formerly known  
26 as CEPAT, case no. 989252.  
27 2. Zandian is an Iranian citizen residing in Paris, France and, at the relevant time,  
28 was the chairman and general manager of COMPUTER WORLD, as well as a 48%

1 shareholder of that company.

2 3. Mr. Canet initiated proceedings against Zandian and in April 1998, judgment was  
3 entered against Zandian in the amount of 20,000,000 francs. The judgment was not  
4 appealed and is enforceable. In connection with these proceedings against Zandian, the  
5 French Court established the date of October 3, 1996 as the date of Zandian's insolvency.  
6 Certified copies of the Judgment in French and translated to English are attached as  
7 **Exhibits A and B**, respectively.

8 4. Mr. Canet has determined that Zandian owns assets in the State of Nevada and by  
9 this Petition, requests recognition of the Foreign Proceeding and the attendant benefits  
10 resulting from recognition, including but not limited to the stay of any and all enforcement  
11 actions against Zandian and any of his assets in the United States.

12 **Jurisdiction**

13 5. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334 and  
14 157.

15 6. This case is properly commenced under §§ 1504 and 1515.

16 7. Venue is proper pursuant to 28 U.S.C. § 1410(1) and 1410(3).

17 8. The statutory bases for relief are 11 U.S.C. § 1501, 1504, 1515, 1517, 1519, 1520  
18 and 1521.

19 **Basis For Relief**

20 9. Section 1501(c)(2) limits chapter 15 relief to individuals whose debts exceed the  
21 debt limitations in § 109(e), i.e., individuals with regular income, with unsecured debts not  
22 exceeding \$383,175 and secured debts not exceeding \$1,149,525. Zandian's debts exceed  
23 the limitations in § 109(e).

24 10. Section 101(23) defines a foreign proceeding as:

25 The term "foreign proceeding" means a collective judicial or administrative  
26 proceeding in a foreign country, including an interim proceeding, under a law  
27 relating to insolvency or adjustment of debt in which proceeding the assets  
and affairs of the debtor are subject to control or supervision by a foreign  
court, for the purpose of reorganization or liquidation.

28 11. As demonstrated in **Exhibit B**, the foreign proceeding was commenced under



1 French bankruptcy law in bankruptcy proceedings in the French Court, originally for  
2 COMPUTER WORLD and in subsequent liquidation proceedings against Zandian.

3 12. Mr. Canet is the Foreign Representative as that term is defined in § 101(24):

4 The term “foreign representative” means a person or body, including a person  
5 or body appointed on an interim basis, authorized in a foreign proceeding to  
6 administer the reorganization or the liquidation of the debtor’s assets or  
7 affairs or to act as a representative of such foreign proceeding.

7 **Exhibit B.**

8 13. The French proceeding is a “foreign main proceeding” as that term is defined in  
9 § 1517(b).

10 **Request For Recognition**

11 14. Section 1515 sets forth the requirements for the granting of recognition as  
12 requested herein. **Exhibit B**, which is the English translation of the French Court Judgment  
13 against Zandian, also includes the history of the matter including the appointment of Mr.  
14 Canet as the liquidator for Zandian.

15 **Conclusion**

16 15. The Foreign Representative submits that the Petition satisfies the requirements  
17 for recognition of the French proceeding as a foreign main proceeding and Mr. Canet as  
18 Zandian’s Foreign Representative.

19 **Notice**

20 16. The Foreign Representative will provide notice of this Petition pursuant to  
21 F.R.Bankr.P. 1011(b) and 2002(q), to: the Office of the United States Trustee; the Debtor,  
22 any known creditor of the Debtor in the United States for whom the Foreign Representative  
23 has an address, any entity against which provisional relief is sought and any additional  
24 party-in-interest as may be specified by the Court.

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**WHEREFORE**, the Foreign Representative requests an order granting this Petition and for such other and further relief as is just and proper.

DATED: May 26, 2016.

**HARTMAN & HARTMAN**

/s/ Jeffrey L. Hartman  
Jeffrey L. Hartman, Esq.  
Attorney for Patrick Canet,  
Foreign Representative

# **EXHIBIT A**

JUGEMENT DU 3 AVRIL 1998

6 ème Chambre

N° PCL: 583252

CANET, LIQ.JUD.STE COMPUTER WORLD  
contre  
M. GHOLAM ZANDIAN JAZI

N° RG: 97P01370

DEMANDEUR

CANET, LIQ.JUD.STE COMPUTER WORLD 1 RUE DE LA  
CITADELLE 95300 PONTOISE  
comparant par Me GAYRAUD 24 AV DENIS PAPIN  
RESIDENCE DE LA GARE 95400 ARNOUVILLE LES  
GONESSE

DEFENDEUR

M. GHOLAM ZANDIAN JAZI 25 QUAI ANDRE CITROEN  
75015 PARIS

non comparant

COMPOSITION DU TRIBUNAL

Décision réputée contradictoire et en premier ressort.

Débats, clôture des débats et mise en délibéré lors de  
l'audience du 6 MARS 1998 en Chambre du Conseil où  
siégeaient, Mme MUGUET, Président, M.BREDECHE,  
M.JAGOURY, Juges, assistés de M.Pierre Olivier HULIN,  
Greffier d'Audience.

Délibérée par les mêmes Juges.

Prononcée à l'audience publique du 3 AVRIL 1998.  
La minute du présent jugement est signée par le Président et  
par le Greffier.



Par acte du Ministère de la SCP DELATTRE-LE MAREC, Huissiers de justice à PARIS, en date du 28 NOVEMBRE 1997 pour tentative et le 1er DECEMBRE 1997 pour régularisation, Maître CANET agissant en qualité de liquidateur à la liquidation judiciaire de la société COMPUTER-WORLD, a donné assignation à Monsieur JAZI ZANDIAN Gholam, Reza né le 15 JANVIER 1952 à ISPAHAN (IRAN) de nationalité iranienne, demeurant 25 Quai André Citroën 75015 PARIS, d'avoir à comparaître devant le Tribunal de Commerce de PONTOISE à l'audience du 19 DECEMBRE 1997 afin de voir statuer à son encontre sur le fondement des dispositions de l'article 181 de la loi du 25 JANVIER 1985 ;

La procédure a été communiquée au Ministère Public ;

Après renvois, l'affaire a été plaidée à l'audience du 6 MARS 1998, lors de laquelle Maître CANET ès-qualités, comparant par Me GAYRAUD, a développé les termes de son acte introductif d'instance. Il rappelle que par jugement rendu par le Tribunal de Commerce de céans en date du 12 JUIN 1992, la société COMPUTER WORLD, anciennement dénommée CEPAT, a été admise au bénéfice du redressement judiciaire.

Que le 11 JUIN 1993, ce redressement a été converti en liquidation judiciaire et Maître CANET désigné aux fonctions de liquidateur et représentant des créanciers.

Il précise que dans le cadre de ses fonctions, il avait assigné Monsieur ZANDIAN, Président Directeur Général et actionnaire à hauteur de 48%, à l'effet de voir prononcer à son encontre une sanction pécuniaire tirée de l'article 180 de la loi du 25 JANVIER 1985.

Qu'en effet, Monsieur ZANDIAN s'était rendu coupable d'un certain nombre de faits justifiant que soit prononcée à son encontre une sanction au titre du comblement de passif.

Que suivant jugement rendu par la 6ème Chambre de ce Tribunal le 13 JUIN 1997, Maître CANET était accueilli en sa demande. Que Monsieur ZANDIAN était condamné à supporter, personnellement, les dettes de la société à concurrence de la somme de 20.000.000 francs.

Il ajoute que cette décision a régulièrement été signifiée sous le Ministère de la SCP DELATTRE & LE MAREC, Huissiers de Justice Associés à PARIS (75006) les 6 et 8 AOUT 1997.

Que cette décision, au demeurant assortie de l'exécution provisoire, de plein droit, n'a fait l'objet d'aucun recours, qu'elle est donc définitive.

Il indique que pourtant, Monsieur ZANDIAN n'a pas cru devoir y déférer ou que plus exactement, il n'a eu de cesse de tenter d'échapper à ses obligations.

Maître CANET ès-qualités demande en conséquence au Tribunal d'ouvrir une procédure de liquidation judiciaire à l'encontre de Monsieur JAZI ZANDIAN Gholam, avec toutes les suites et conséquences et de dire que les dépens seront employés en frais privilégiés de liquidation judiciaire.

Monsieur JAZI ZANDIAN Gholam, après avoir fait l'objet d'un Procès Verbal de notification conformément aux dispositions de l'article 659 du Nouveau Code de Procédure Civile, ne comparait pas à l'audience, laissant ainsi supposer s'en rapporter à justice.

MOTIVATION :

Attendu qu'il résulte des pièces produites aux débats et des explications de Maître CANET ès-qualités que Monsieur ZANDIAN n'a plus de domicile, ni de résidence ni de lieu de travail connus, qu'il ne se présente pas, ni personne pour lui à l'audience.

Attendu que l'article 181 de la loi du 25 JANVIER 1985 dispose:



Handwritten marks: a large 'A' and a stylized 'S'.

Le Tribunal peut ouvrir une procédure de redressement judiciaire ou de liquidation judiciaire à l'égard des dirigeants à la charge desquels a été admis tout ou partie du passif d'une personne morale et qu'ils ne s'acquittent pas de cette dette".

Attendu que tel est bien le cas en l'espèce.

Attendu que le Tribunal estime opportun de faire application des dispositions du texte sus visé et d'ouvrir à l'encontre de Monsieur JAZI ZANDIAN Gholam une procédure de liquidation judiciaire avec toutes conséquences de droit.

Qu'il conviendra de constater l'exécution provisoire de plein droit de la présente décision.

Que les dépens de la présente instance seront employés en frais privilégiés de liquidation judiciaire.

**PAR CES MOTIFS :**

Le Tribunal, après en avoir délibéré,

Vu l'article 181 de la loi du 25/01/1985 modifiée par la loi du 10/06/1994,

Ouvre une procédure de liquidation judiciaire sans période d'observation, à l'égard de :

Monsieur JAZI ZANDIAN Gholam, Reza, né le 15 JANVIER 1952 à ISPAHAN (IRAN) de nationalité française, demeurant 25 Quai André Citroën à PARIS (75015)

Fixe provisoirement au 3 OCTOBRE 1996 la date de cessation des paiements.

Nomme M.TANKERE, Juge Commissaire et M.LEROY, Juge Commissaire Suppléant.

Nomme Me CANET, 1 RUE DE LA CITADELLE 95300 PONTOISE en qualité de liquidateur.

Impartit aux créanciers pour la déclaration de leurs créances un délai de 2 mois à compter de la publication du présent jugement au BODACC.

Dit que le délai impartit au liquidateur judiciaire pour l'établissement de la liste des créances est de dix mois à compter de l'expiration du délai ci-dessus fixé pour les déclarations ;

Invite les salariés à désigner au sein de l'entreprise un représentant dans les conditions prévues par l'article 148-1 de la loi.

Dit que le procès verbal de désignation ou de carence sera déposé sans délai au Greffe, conformément à l'article 15-2ème alinéa du décret du 27 décembre 1985 modifié.

Ordonne la communication de la présente décision aux autorités citées à l'article 19 du décret modifié du 27/12/85.

Ordonne la publication du présent jugement conformément à l'article 21 du décret modifié du 27 décembre 1985, et de l'article 119 du décret du 27 décembre 1985.

Rappelle que l'exécution provisoire est de droit.

Dit que les frais à recouvrer par le Greffe et liquidés à la somme de 272,67 francs TTC seront employés en frais privilégiés de liquidation judiciaire.

La minute du jugement est signée par le Président et le Greffier.

POUR EXPÉDITION  
LE GREFFIER



# **EXHIBIT B**

COMMERCIAL COURT  
OF PONTOISE

JUDGEMENT OF 3 APRIL 1998  
6<sup>th</sup> Chamber

BANRUPTCY PROCEEDINGS No. 989252  
CANET, JUDICIAL LIQUIDATOR of COMPUTER WORLD  
vs.  
Mr. GHOLAM ZANDIAN JAZI  
DOCKET No. 97P01370

PLAINTIFF

CANET, JUDICIAL LIQUIDATOR of COMPUTER WORLD, 1 RUE DE LA  
CITADELLE 95300 PONTOISE  
appearing through Mr. GAYRAUD, Esq., 24 AVE. DENIS PAPIN  
RESIDENCE DE LA GARE 95400 ARNOUVILLE LES GONESSE

DEFENDANT

MR. GHOLAM ZANDIAN JAZI 25 QUAI ANDRE CITROEN  
75015 PARIS

not appearing

COMPOSITION OF THE COURT

Decision deemed rendered after argument on both sides in first instance.

Arguments, closing of arguments and set for deliberation at the time of the hearing of 6 MARCH  
1998 in Council's Chambers where there sat, Mrs. MUGUET, Presiding Judge, Mr. BREDECHE,  
Mr. JAGOURY, Judges, assisted by Mr. Pierre Olivier HULIN, Clerk of the hearing.

Deliberated by the same Judges.

Pronounced at the public hearing of 3 APRIL 1998.

The minute of this judgement was signed by the Presiding Judge and by the Clerk.

[Initials]



CABINET DE TRANSCRIPTION BONNEFOUS  
Travaux d'Experts-Traducteurs  
30 bis, rue Émile Maier - 75116 PARIS  
TÉL. : 01 45 53 23 13 - Fax : 01 45 53 94 19



Case 16-5064, Doc 5, Entered 05/26/16 10:47: Page 11 of 12  
By service of process of the SCP [private partnership] DELATTRE-LE MAREC, Court Bailiffs in PARIS, attempted on 28 NOVEMBER 1997, and regularised on 1 DECEMBER 1997, Mr. CANET, acting as liquidator for the judicial liquidation of COMPUTER WORLD, summoned Mr. Gholam Reza JAZI ZANDIAN, born on 15 January 1952 in ISPAHAN (IRAN), an Iranian citizen, residing 25 Quai André Citroën, 75015 PARIS, to have to appear before the Commercial Court of PONTOISE at the hearing of 19 DECEMBER 1997 for the purposes of a ruling against him based on the provisions of Article 181 of the Law of 25 JANUARY 1985;

The proceedings were communicated to the Public Prosecutor;

Following adjournments, the matter was argued at the hearing of 6 MARCH 1998, during which Mr. CANET, Esq., in his official capacity, appearing through Mr. GAYRAUD, Esq., developed the terms of his document instituting proceedings. He recalls that by judgement rendered by this Commercial Court dated 12 JUNE 1992, COMPUTER WORLD, formerly called CEPAT, was admitted to the benefit of reorganisation proceedings.

On 11 JUNE 1993, this reorganisation had been converted into judicial liquidation and Mr. CANET, Esq., appointed to the duties of liquidator and representative of the creditors.

He states that in connection with his duties, he had summoned Mr. ZANDIAN, Chairman and General Manager and 48% shareholder for the purposes of having a pecuniary sanction ordered against him derived from Article 180 of the Law of 25 JANUARY 1985.

Indeed, Mr. ZANDIAN was guilty of a certain number of acts justifying that a sanction be ordered against him for repayment of the company's liabilities out of his own assets [*comblement de passif*].

Following a judgement rendered by the 6<sup>th</sup> Chamber of this Court on 13 JUNE 1997, Mr. CANET, Esq.'s claim was allowed. Mr. ZANDIAN was ordered to personally assume the debts of the company up to the amount of 20,000,000 francs.

He adds that this decision had been duly served by the SCP DELATTRE & LE MAREC, a Partnership of Court Bailiffs in PARIS, on 6 and 8 AUGUST 1997.

This decision which, moreover, was *ipso jure* provisionally enforceable, was not appealed and is therefore final.

He states that, nevertheless, Mr. ZANDIAN did not think it necessary to defer to it or, more accurately, he has not ceased attempting to avoid his obligations.

Mr. CANET, Esq., in his official capacity, consequently prays the Court to open judicial liquidation proceedings against Mr. Gholam JAZI ZANDIAN, with all the consequences thereof and to declare that the court costs shall be included in the judicial liquidation as preferential debts.

Mr. Gholam JAZI ZANDIAN, after being the subject of a report of notification in accordance with the provisions of Article 659 of the [French] New Code of Civil Procedure, did not appear at the hearing, leaving it be presumed thereby that he leaves it up to the Court.

**GROUND:**

Whereas it appears from the exhibits produced as evidence and the explanations of Mr. CANET, Esq., in his official capacity, that Mr. ZANDIAN no longer has any known domicile, residence, nor place of work, that he has not made a personal appearance nor is represented by anyone at the hearing.

Whereas Article 181 of the Law of 25 JANUARY 1985 provides:

«The Court may open judicial reorganisation or liquidation proceedings with regard to managers whose liability for all or part of the liabilities of a legal entity has been recognised and who do not pay such debt.»

Whereas this is indeed the case here.

Whereas the Court considers it appropriate to apply the provisions of the above-mentioned text of law and to open judicial liquidation proceedings against Mr. Gholam JAZI ZANDIAN with all the legal consequences thereof.

[Initials]



The costs of this action shall be included in the judicial liquidation as preferential debts.

**ON THESE GROUNDS:**

After having deliberated, the Court,

Considering Article 181 of the Law of 25/01/1985, as amended by the Law of 10/06/1994,

Open judicial liquidation proceedings without any observation period with regard to:

Mr. Gholam Reza JAZI ZANDIAN, born on 15 JANUARY 1952 in ISPAHAN (IRAN), a French<sup>1</sup> citizen, residing 25 Quai André Citroën, PARIS (75015).

Provisionally sets the date of insolvency (*cessation des paiements*) at 3 OCTOBER 1996.

Appoints Mr. TANKERE as Bankruptcy Judge and Mr. LEROY as Alternate Bankruptcy Judge.

Appoints Mr. CANET, Esq., 1 RUE DE LA CITADELLE 93500 PONTOISE, as liquidator.

Grants the creditors a time limit of 2 months as from publication of this judgement in the BODACC [official bulletin of civil and commercial notices] to file their proofs of claim.

Declares that the time limit granted to the judicial liquidator for drawing up the list of creditors is ten months as from expiry of the above time limit set for proofs of claim.

Requests the employees to appoint a representative from within the company under the conditions provided by Article 148-1 of the Law.

Declares that the report of appointment or failure to do so shall be filed forthwith with the Clerk's office, in accordance with Article 15, 2<sup>nd</sup> paragraph of the Decree of 27 December 1985, as amended.

Orders communication of this decision to the authorities cited at Article 19 of the amended Decree of 27/12/85.

Orders the publication of this judgement in accordance with Article 21 of the amended Decree of 27 December 1985 and Article 119 of the Decree of 27 December 1985.

Recalls that provisional enforcement is of right.

Declares that the costs to be recovered by the Clerk's office and set at the sum of 272.67 francs, inclusive of all taxes, shall be included in the judicial liquidation as preferential debts.

The minute of this judgement was signed by the Presiding Judge and the Clerk.

CERTIFIED COPY  
THE CLERK

[signatures]

[Stamp: Commercial Court of Pontoise  
(Val d'Oise)]  
[signature]



<sup>1</sup>Translator's note: it is stated earlier on that he is an Iranian citizen.

REC'D & FILED

2016 JUN -3 PM 2: 22

SUSAN MERRIWETHER  
CLERK

BY [Signature]  
DEPUTY

1 Case No.: 09 OC 00579 1B

2 Dept. No.: 1

3  
4  
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.

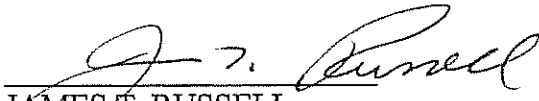
24 GHOLAM REZA JAZI ZANDIAN filed a verified Chapter 15 Petition for Recognition  
25 of a Foreign Proceeding with the United States Bankruptcy Court, Case No. 16-50644-btb.  
26 Pursuant to the United States Bankruptcy Code, upon the filing of a bankruptcy petition, judicial  
27 proceedings involving 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.

///

1 Therefore, good cause appearing;

2 THE PARTIES ARE HEREBY NOTIFIED that this Court is unable to proceed in the  
3 instant case until the automatic bankruptcy stay is lifted by order of the United States Bankruptcy  
4 Court.

5 Dated this 3 day of June, 2016.

6   
7 JAMES T. RUSSELL  
8 DISTRICT JUDGE

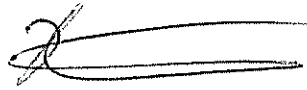
1 **CERTIFICATE OF MAILING**

2 Pursuant to NRCP 5(b), I certify that I am an employee of the First Judicial District  
3 Court, and that on this 3<sup>rd</sup> day of June, 2016, I deposited for mailing at Carson City, Nevada, a  
4 true and correct copy of the foregoing Order addressed as follows:

5  
6 Adam P. McMillen, Esq.  
7 5371 Kietzke Lane  
8 Reno, NV 89511

9  
10 Reza Zandian  
11 c/o Alborz Zandian  
12 9 MacArthur Place, Unit 2105  
13 Santa Ana, CA 92707-6753

14  
15 Jeffrey L. Hartman, Esq.  
16 510 West Plumb Lane, Suite B  
17 Reno, NV 89509



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Angela Jeffries  
Judicial Assistant, Dept. 1

1 Arthur A. Zorio, Nevada Bar No. 6547  
azorio@bhfs.com  
2 BROWNSTEIN HYATT FARBER SCHRECK, LLP  
5371 Kietzke Lane  
3 Reno, NV 89511  
Telephone: 775.398.3812  
4 Facsimile: 775.333.8171

5 Steven E. Abelman, Colorado Bar No. 13980  
(*pro hac vice* admission pending)  
6 sabelman@bhfs.com  
BROWNSTEIN HYATT FARBER SCHRECK, LLP  
7 410 Seventeenth Street  
Suite 2200  
8 Denver, CO 80202-4432  
Telephone: 303.223.1100  
9 Facsimile: 303.223.1111

10 **UNITED STATES BANKRUPTCY COURT**  
11 **DISTRICT OF NEVADA**

12  
13 IN RE GHOLAM REZA JAZI ZANDIAN,  
14  
15 Debtor in Foreign  
Proceeding.

CASE NO.: BK-N-16-50644-BTB  
**CHAPTER 15**

16  
17 **OBJECTION TO PETITION FOR RECOGNITION**  
18 **AND CHAPTER 15 RELIEF**

19 Jed Margolin, by and through his attorneys Brownstein Hyatt Farber Schreck, hereby files  
20 the following objection to the Verified Petition for Recognition of Chapter 15 Relief (“Petition”).  
21 As grounds, Mr. Margolin asserts as follows:

22 **I. INTRODUCTION**

23 Jed Margolin is a judgment creditor of Gholam Reza Zandian (“Zandian”) pursuant to a  
24 judgment entered on June 24, 2013, by the First Judicial Court of the State of Nevada in Case No.  
25 090C005791B. A copy of Mr. Margolin’s judgment is attached hereto as Exhibit A.

26 The petitioner Patrick Canet (the “Petitioner”) is also a judgment creditor of Zandian,  
27 based upon a judgment obtained in a French court 18 years ago. The purpose of Chapter 15 is to  
28

1 encourage cooperation between the United States and foreign countries with respect to  
 2 transnational insolvency cases. Chapter 15 is not intended to, nor does it, elevate the rights of a  
 3 foreign judgment creditor ahead of judgment creditors in the United States concerning assets  
 4 located in the United States. Yet that is precisely what the Petition attempts to accomplish.  
 5 Absent additional evidence, the Chapter 15 relief requested should not be granted by this Court.

6 The Petition is devoid of any evidence that there is a pending insolvency case for Zandian  
 7 in France. While it appears there is (or was) a bankruptcy case in France for Computer World, no  
 8 such evidence exists for a bankruptcy case for Zandian. Rather the Petitioner was purportedly  
 9 appointed the “judicial liquidator” for the benefit of creditors in a proceeding involving Computer  
 10 World, formerly known as CEPAT, case no. 989252. In that capacity, the Petitioner, on behalf of  
 11 the bankruptcy estate of Computer World, obtained a judgment against Zandian. The Petitioner’s  
 12 status as a judgment creditor, however, does not create a cross-border insolvency case. Of equal  
 13 importance, there are no assets in Nevada either owned presently or alleged to be related in any  
 14 fashion to Computer World. The sole nexus to Nevada is the Computer World Judicial  
 15 Liquidator purports to have a judgment against Zandian. This is no different than Jed Margolin’s  
 16 judgment against Zandian, except there is no doubt that the latter judgment is not stale or  
 17 otherwise unenforceable. As a result there is no just reason why the Petitioner’s judgment against  
 18 Zandian should cause this Court to limit other creditors’ claims versus Zandian or their ability to  
 19 execute against Zandian’s assets unrelated to Computer World.

## 20 **II. ARGUMENT**

### 21 **A. The Petition is Inconsistent With the Purposes of Chapter 15.**

22 The purpose of Chapter 15 of the Bankruptcy Code is set forth in 11 USC § 1501(a). The  
 23 Petition seeks relief incongruent with the stated purposes of Chapter 15 because Zandian is not  
 24 subject to a cross-border insolvency. In particular, section 1501<sup>1</sup> states in part:

25  
 26  
 27  
 28 <sup>1</sup> Unless otherwise indicated, all section references herein are to the United States Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.*

1 (a) The purpose of this chapter is to incorporate the Model Law on cross-  
 2 border insolvency so as to provide effective mechanisms for dealing with  
 3 cases of cross-border insolvency with the objectives of –

4 (1) cooperation between –

5 (A) courts of the United States, United States trustees, trustees,  
 6 examiners, debtors and debtors in possession; and

7 (B) the courts and others competent authorities of foreign countries  
 8 involved in cross-border insolvency cases; . . . .

9 11 U.S.C. § 1501(a) (emphasis added).

10 Case law confirms that the purpose of Chapter 15 is to “facilitate[e] administration of an  
 11 insolvency case in a foreign jurisdiction.” *In re Kemsley*, 489 B.R. 346, 359 (Bankr. S.D.N.Y.  
 12 2013). “Chapter 15 was implemented by Congress in an attempt to harmonize transnational  
 13 insolvency proceedings.” *In re Ran*, 607 F.3d 1017, 1025 (5th Cir. 2010).

14 The Petition does not contain documentation supporting the existence of a cross-border  
 15 insolvency case in which Zandian is a debtor within the meaning of section 1502(1). The only  
 16 debtor in the cross-border case contained in the Petition is Computer World. Rather than  
 17 facilitating any foreign insolvency proceeding involving Zandian, the express objective of the  
 18 Petition is to collect upon a judgment obtained by a “judicial liquidator” of Computer World  
 19 against Zandian. This is not a proper purpose for a Chapter 15 case.

20 **B. The Petition Does Not Satisfy the Requirements of Section 1515.**

21 Attached to the Verified Petition is a single document in French and translated to English.  
 22 The document is titled “Judgment of 3 April 1998.” On the caption, the Plaintiff is denominated  
 23 “Canet, Judicial Liquidator of Computer World.” The Defendant is Zandian. Since the  
 24 Petitioner’s capacity is as the “Judicial Liquidator of Computer World,” the insolvency case is, by  
 25 the very terms of the judgment, one involving Computer World, not Zandian. To the extent  
 26 Computer World had assets in the United States, Chapter 15 would be applicable such that relief  
 27 could be granted under Section 1511 to ensure cooperation between the Courts of France and the  
 28



1 United States. Here, however, the judgment confirms that the Petition is being misused merely to  
2 gain priority over—or otherwise impede execution of—the judgment obtained by Jed Margolin.

3 The judgment recites in pertinent part:

4 Following the adjournments, the matter was argued at the hearing of  
5 6 March 1998, during which Mr. Canet, Esq., in his official capacity,  
6 appearing through Mr. Gayraud, Esq., developed the terms of his  
7 document instituting proceedings. He recalls that by judgment rendered  
8 by this Commercial Court dated 12 June 1992, Computer World formerly  
9 called CEPAT, was admitted to the benefit of reorganization proceedings.

10 On 11 June 1993, this reorganization had been converted into judicial  
11 liquidation and Mr. Canet, Esq., appointed to the duties of liquidator and  
12 representative of the creditors.

13 He states that in connection with his duties, he summoned Mr. Zandian,  
14 Chairman and General Manager and 48% shareholder, for the purposes of  
15 having a pecuniary sanction ordered against him derived from Article 180  
16 of the Law of 25 January 1985.

17 Indeed, Mr. Zandian was guilty of a certain number of acts justifying that  
18 a sanction be ordered against him for repayment of the company's  
19 liabilities out of his own assets. [complement de passif]

20 Following a judgment rendered by the 6<sup>th</sup> Chamber of this Court on 13  
21 June 1997, Mr. Canet, Esq.'s claim was allowed. Mr. Zandian was  
22 ordered to personally assume the debts of the company up to the amount  
23 of \$20,000,000 francs. ...

24 ON THESE GROUNDS: ... Appoints Mr. Canet, Esq., 1 Rue De La  
25 Citadelle 93500 Pontoise, as liquidator.

26 Grants the creditors a time limit of 2 months as from publication of this  
27 judgment in the BODACC [official bulletin of civil and commercial  
28 notices] to file their proofs of claim.

Declares that the time limit granted to the judicial liquidator for drawing  
up the list of creditors is 10 months as from expiry of the above time limit  
set for proofs of claims.

Requests the employees to appoint a representative from within the  
company under the conditions provided by Article 148-1 of the Law.

Declares that the report of appointment or failure to do so shall be filed  
forthwith with the Clerk's office in accordance with Article 15, 2nd  
paragraph of the Decree of 27 December 1985, as amended...

26 The Petition is devoid of any evidence that there is an ongoing insolvency or liquidation  
27 proceeding against Zandian. Even presuming that the documents attached to the Petition are  
28 authentic, they are all at least 18 years old. Therefore, even if they were valid in 1998, one cannot

1 assume they are currently valid. There is no case number of a pending liquidation or insolvency  
2 case against Zandian. There is no docket sheet or pleading reflecting activity during the past 18  
3 years. It is questionable whether the Judgment of 3 April 1998 is even viable, as there is no  
4 certification indicating that this 18-year-old judgment is still valid. It requires a leap of faith to  
5 accept that the person purporting to be Mr. Canet actually is Mr. Canet and that he is still  
6 authorized to act as liquidator.

7 **C. Zandian's Suspicious Activities.**

8 The facts and circumstances surrounding Zandian's illicit activities, as well as the glaring  
9 omissions in the materials provided herein, should cause this Court to be extremely suspicious  
10 about this Chapter 15. Various courts have determined Zandian engaged in bad faith litigation  
11 and linked him to "forged" patent assignments. Most recently, Zandian attempted to bribe  
12 counsel for Jed Margolin. As a result, there is an insufficient basis to trust that Mr. Canet is  
13 actually bringing this action or that the Computer World insolvency proceeding is still an active  
14 case.

15 In 1993, US Federal Agents arrested Zandian for attempting to illegally export one of  
16 IBM's most powerful computers to Iran. Although Zandian was not convicted of criminal  
17 charges, the Administrative Law Judge denied Zandian all export privileges for a period of 10  
18 years related to his activities. Jed Margolin has been pursuing Zandian for many years, including  
19 obtaining a judgment against him. See Exhibit A (Order Denying Zandian's Motion to Set Aside  
20 Default Judgment), wherein Judge James T. Russell describes abuse of process by Zandian as  
21 well as Zandian's involvement with filing forged patent assignment documents. More recently,  
22 Jed Margolin prosecuted an action for a series of fraudulent conveyances Zandian made to family  
23 and insiders after Mr. Margolin obtained his judgment against Zandian. A copy of the Motion to  
24 Void Deeds, Assigned Property, for Writ of Execution and to Convey is attached hereto as  
25 Exhibit B. The attached motion also details Zandian's attempt to bribe counsel for Mr. Margolin  
26 to stop Mr. Margolin's efforts to execute on his judgment. If bribery, forgery and abuse of  
27 process is in Zandian's repertoire, then impersonating a judicial liquidator is not out of the  
28 question.

1 It is highly suspicious that after 18 years, someone purporting to be a liquidator for a  
 2 company long since closed attempts to intervene in Nevada just as Jed Margolin is closing in on  
 3 assets fraudulently conveyed. The properties which are subject to the fraudulent conveyance  
 4 actions have been titled in Zandian's name for over 10 years. Despite this, Mr. Canet took no  
 5 action to collect the judgment that he obtained in France until he filed the Verified Petition.  
 6 Given the suspicious timing of the Petition, the Court should closely scrutinize all arguments  
 7 made and documents offered in support thereof.

8 Again, there is no evidence provided that the Judgment of 3 April 1998 is even viable  
 9 after 18 years. The Petitioner would have this Court believe that a "judicial liquidator" for  
 10 Computer World would lay dormant for 18 years only to be miraculously revived in the heels of a  
 11 Nevada fraudulent conveyance action. Perhaps most noteworthy, the judgment states that "Mr.  
 12 Zandian was ordered to personally assume the debts of the company up to the amount of  
 13 \$20,000,000 francs." France officially converted to the Euro in February 2002. The Bank of  
 14 France stopped exchanging all Francs for Euros on February 17, 2012. If the Judgment was still  
 15 viable, it would have had to have been transformed by a Court to a currency presently in  
 16 existence. It is noteworthy that the materials appended to the Petition contain only those  
 17 documents which could have been pirated from the 18 year old case.

18 **D. The Petition Fails to Meet the Requirements of Bankruptcy Rule 1007(a)(4).**

19 In addition to being substantively flawed and highly suspicious, the Petition is also  
 20 procedurally deficient. Bankruptcy Rule 1007(a)(4) requires that the following documents be  
 21 filed with the petition, unless the Court orders otherwise: "a list containing the names and  
 22 addresses of all persons or bodies authorized to administer foreign proceedings of the debtor, all  
 23 parties to litigation pending in the United States in which the debtor is a party at the time of the  
 24 filing of the petition, and all entities against whom provisional relief is being sought under § of  
 25 the Code." Fed. R. Bankr. P. 1007(a)(4). The purpose of these requirements is to ensure that  
 26 entities with an interest in the case receive appropriate notice. *See* COLLIER ON BANKRUPTCY  
 27 ¶ 1007.02[4] (Alan N. Resnick & Henry J. Sommer eds., 16th ed.).  
 28

1 Here, the foreign representative did not file the materials required under Rule 1007.  
2 Attached to the petition are photocopies of the attorney license cards of Mr. Canet and his French  
3 attorney, Jean-Marie Hyest. There is no representation, however, that Messrs. Canet and Hyest  
4 constitute “all persons or bodies authorized to administer foreign proceedings of the debtor.”  
5 More importantly, the foreign representative failed to list parties to U.S.-based litigation and  
6 parties against whom provisional relief is sought. The Court thus had no means of notifying such  
7 parties of the petition pursuant to Bankruptcy Rule 2002(q). Given the distinct possibility that  
8 key parties in interest did not receive notice of the Petition, the Court should not recognize the  
9 foreign proceeding.

10 **E. Order Granting Recognition Should Not Enter.**

11 For the same reasons set forth above, the Petition fails to meet the criteria established for  
12 an order granting recognition under 11 U.S.C. §1517. For instance, the Petition does not establish  
13 that there is a foreign main proceeding as defined in 11 U.S.C. §1502(4) because there are no  
14 allegations that France is currently (or has been for the past 18 years) the center of Zandian’s  
15 main interests. Because the materials accompanying the Petition relate to the late 1990s, there are  
16 no allegations that Zandian maintains any business interests in France. Thus, France may not  
17 even be a foreign non-main proceeding under 11 U.S.C. §1502(5).

18 **F. Reservation of Rights.**

19 To the extent the Petitioner can prove he is still authorized under French law to pursue the  
20 Judgment of 3 April 1998, Jed Margolin does not object to granting Petitioner access to Court  
21 under 11 U.S.C. §1509(b) to sue or be sued. In addition, Jed Margolin reserves his right to raise  
22 any other objections under Chapter 15 at the hearing scheduled for 10:00 a.m. on June 23, 2016.

23 WHEREFORE, Mr. Margolin respectfully requests that this Court enter an order denying  
24 the Petition for Recognition.  
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DATED this 16th day of June, 2016

BROWNSTEIN HYATT FARBER  
SCHRECK, LLP

By: /s/ Arthur A. Zorio  
Arthur A. Zorio  
Nevada Bar No. 6547  
5371 Kietzke Lane  
Reno, NV 89511

By: /s/ Steven E. Abelman  
Steven E. Abelman  
Colorado Bar No. 13980  
(*pro hac vice* admission pending)  
410 Seventeenth Street, Suite 2200  
Denver, CO 80202-4432

**BROWNSTEIN HYATT FARBER SCHRECK, LLP**  
410 Seventeenth Street, Suite 2200  
Denver, CO 80202-4432  
303.223.1100

**CERTIFICATE OF SERVICE**

I hereby certify that on this 16<sup>th</sup> day of June, 2016, the foregoing **OBJECTION TO PETITION FOR RECOGNITION AND CHAPTER 15 RELIEF** was electronically filed with the Court using the CM/ECF system, which sent notification to all parties in interest participating in the CM/ECF system and was served by placing same via first class mail postage prepaid properly addressed to all parties identified on the attached mailing matrix.

/s/ Sheila M. Grisham  
Sheila M. Grisham

**BROWNSTEIN HYATT FARBER SCHRECK, LLP**  
410 Seventeenth Street, Suite 2200  
Denver, CO 80202-4432  
303.223.1100

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Label Matrix for local noticing  
0978-3  
Case 16-50644-btb  
District of Nevada  
Reno  
Thu Jun 16 09:19:42 PDT 2016

KAEMPFER CROWELL  
50 W. Liberty Street, Suite 700  
Reno, NV 89501-1947

United States Bankruptcy Court  
300 Booth Street  
Reno, NV 89509-1360

(p)INTERNAL REVENUE SERVICE  
CENTRALIZED INSOLVENCY OPERATIONS  
PO BOX 7346  
PHILADELPHIA PA 19101-7346

INTERNAL REVENUE SERVICE  
PO BOX 7346  
PHILADELPHIA, PA 19101-7346

Louis M. Bubala III  
KAEMPFER CROWELL  
50 W. Liberty St., Suite 700  
Reno, NV 89501-1947

MATTHEW D. FRANCIS, ESQ.  
ADAM P. MCMILLEN, ESQ.  
BROWNSTEIN HYATT FARBER SCHRECK  
5371 KIETZKE LANE  
RENO, NV 89511-2083

NEVADA DEPARTMENT OF MOTOR VEHICLES  
BANKRUPTCY SECTION  
555 WRIGHT WAY  
CARSON CITY, NV 89711-0001

NEVADA DEPT. OF EMPLOYMENT SECURITY  
500 E. THIRD STREET  
CARSON CITY, NV 89713-0002

NEVADA DEPT. OF TAXATION  
BANKRUPTCY SECTION  
4600 KIETZKE LANE, #L-235  
RENO, NV 89502-5045

SEVERIN A. CARLSON, ESQ.  
TARA C. ZIMMERMAN, ESQ.  
KAEMPFER CROWELL  
510 W. FOURTH STREET  
CARSON CITY, NV 89703-4254

UNITED STATES TRUSTEE  
300 BOOTH STREET, SUITE 3009  
RENO, NV 89509-1360

JEFFREY L HARTMAN  
HARTMAN & HARTMAN  
510 WEST PLUMB LANE, STE B  
RENO, NV 89509-3693

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
OGDEN, UT 84201-0030

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)PATRICK CANET  
1 RUE DE LA CITADELLE  
95300 PONTOISE  
00000

End of Label Matrix  
Mailable recipients 12  
Bypassed recipients 1  
Total 13

# **EXHIBIT A**



Matthew D. Francis (6978)  
Adam P. McMillen (10678)  
WATSON ROUNDS  
5371 Kietzke Lane  
Reno, NV 89511  
Telephone: 775-324-4100  
Facsimile: 775-333-8171  
*Attorneys for Plaintiff Jed Margolin*

REC'D & FILED

2013 JUN 24 PM 4:12

ALAN GLOVER  
BY *Alan Glover* CLERK  
DEPUTY

**In The First Judicial District Court of the State of Nevada  
In and for Carson City**

JED MARGOLIN, an individual,

Plaintiff,

vs.

OPTIMA TECHNOLOGY CORPORATION,  
a California corporation, OPTIMA  
TECHNOLOGY CORPORATION, a Nevada  
corporation, REZA ZANDIAN aka  
GOLAMREZA ZANDIANJAZI aka GHOLAM  
REZA ZANDIAN aka REZA JAZI aka J. REZA  
JAZI aka G. REZA JAZI aka GHONONREZA  
ZANDIAN JAZI, an individual, DOE Companies  
1-10, DOE Corporations 11-20, and DOE  
Individuals 21-30,

Defendants.

Case No.: 090C00579 1B

Dept. No.: 1

**DEFAULT JUDGMENT**

WHEREAS Plaintiff JED MARGOLIN filed an Amended Complaint in this action on August 11, 2011. On March 5, 2012, REZA ZANDIAN aka GOLAMREZA ZANDIANJAZI aka GHOLAM REZA ZANDIAN aka REZA JAZI aka J. REZA JAZI aka G. REZA JAZI aka GHONONREZA ZANDIAN JAZI ("Zandian") served a General Denial to the Amended Complaint. On March 13, 2012, OPTIMA TECHNOLOGY CORPORATION, a California corporation, OPTIMA TECHNOLOGY CORPORATION, a Nevada corporation, served a General Denial to the Amended Complaint.

1 WHEREAS on June 28, 2012, this Court issued an order requiring the corporate  
2 Defendants to retain counsel and that counsel must enter an appearance on behalf of the  
3 corporate Defendants by July 15, 2012. If no such appearance was entered, the June 28, 2012  
4 order said that the corporate Defendants' General Denial shall be stricken. Since no  
5 appearance was made on their behalf, a default was entered against them on September 24,  
6 2012. A notice of entry of default judgment was filed on November 6, 2012.

7 WHEREAS on January 15, 2013, this Court issued an order striking the General Denial  
8 of Zandian and awarding his fees and costs incurred in bringing the motion to strike. A default  
9 was entered against Zandian on March 28, 2013. A notice of entry of default judgment was  
10 filed on April 5, 2013.

11 WHEREAS Defendants are not infants or incompetent persons and are not in the  
12 military service of the United States as defined by 50 U.S.C. § 521.

13 WHEREAS the allegations in Plaintiff's Amended Complaint warrant entry of final  
14 judgment against all named Defendants for conversion, tortious interference with contract,  
15 intentional interference with prospective economic advantage, unjust enrichment, and unfair  
16 and deceptive trade practices.

17 WHEREAS all Defendants are jointly and severally liable to Plaintiff for the principal  
18 amount of \$1,495,775.74.

19 THEREFORE, Judgment is hereby entered for Plaintiff and against Defendant Zandian  
20 and Defendants Optima Technology Corporation, a Nevada corporation, and Optima  
21 Technology Corporation, a California corporation, for damages, along with pre-judgment  
22 interest, attorney's fees and costs in the amount of \$1,495,775.74, plus interest at the legal rate,  
23 pursuant to NRS 17.130, thereon from the date of default until the judgment is satisfied.

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JUDGMENT is hereby entered against Defendant Zandian and Defendants Optima Technology Corporation, a Nevada corporation, and Optima Technology Corporation, a California corporation, in favor of Plaintiff this 24<sup>th</sup> day of June, 2013.

  
DISTRICT COURT JUDGE

1 Matthew D. Francis (6978)  
2 Adam P. McMillen (10678)  
3 WATSON ROUNDS  
4 5371 Kietzke Lane  
5 Reno, NV 89511  
6 Telephone: 775-324-4100  
7 Facsimile: 775-333-8171  
8 *Attorneys for Plaintiff Jed Margolin*

REC'D & FILED  
2014 FEB 10 PM 3:19  
ALAN GLOVER  
V. Alegria CLERK  
BY \_\_\_\_\_ DEPUTY

9  
10 **In The First Judicial District Court of the State of Nevada**  
11 **In and for Carson City**

12 **JED MARGOLIN, an individual,**

13 **Plaintiff,**

14 **vs.**

15 **OPTIMA TECHNOLOGY CORPORATION,**  
16 **a California corporation, OPTIMA**  
17 **TECHNOLOGY CORPORATION, a Nevada**  
18 **corporation, REZA ZANDIAN**  
19 **aka GOLAMREZA ZANDIANJAZI**  
20 **aka GHOLAM REZA ZANDIAN**  
21 **aka REZA JAZI aka J. REZA JAZI**  
22 **aka G. REZA JAZI aka GHONONREZA**  
23 **ZANDIAN JAZI, an individual, DOE**  
24 **Companies 1-10, DOE Corporations 11-20,**  
25 **and DOE Individuals 21-30,**

26 **Defendants.**

Case No.: 090C00579 1B

Dept. No.: 1

**NOTICE OF ENTRY OF ORDER**

27 TO: All parties:

28 PLEASE TAKE NOTICE that on February 6, 2014, the Court entered its Order Denying Defendant Reza Zandian aka Golamreza Zandianjazi aka Gholam Reza Zandian aka Reza Jazi aka J. Reza Jazi aka G. Reza Jazi aka Ghononreza Zandian Jazi's Motion to Set

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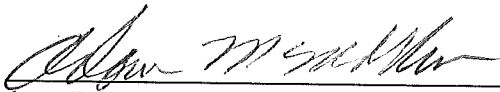
1 Aside Default Judgment. Attached as Exhibit 1 is a true and correct copy of such Order.

2 **Affirmation Pursuant to NRS 239B.030**

3 The undersigned does hereby affirm that the preceding document does not contain the  
4 social security number of any person.

5 DATED: February 7, 2014.

WATSON ROUNDS

6  
7 By: 

8 Matthew D. Francis  
9 Adam P. McMillen  
10 Watson Rounds  
11 5371 Kietzke Lane  
12 Reno, NV 89511  
13 Attorneys for Plaintiff Jed Margolin  
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**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I certify that I am an employee of Watson Rounds, and that on this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true and correct copy of the foregoing document, **Notice of Entry of Order**, addressed as follows:

Johnathon Fayeghi, Esq.  
Hawkins Melendrez  
9555 Hillwood Dr., Suite 150  
Las Vegas, NV 89134  
*Counsel for Reza Zandian*

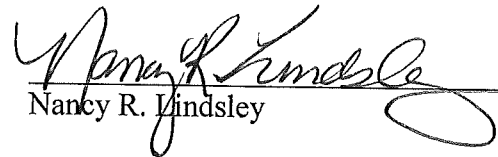
Optima Technology Corp.  
A California corporation  
8401 Bonita Downs Road  
Fair Oaks, CA 95628

Optima Technology Corp.  
A Nevada corporation  
8401 Bonita Downs Road  
Fair Oaks, CA 95628

Optima Technology Corp.  
A California corporation  
8775 Costa Verde Blvd. #501  
San Diego, CA 92122

Optima Technology Corp.  
A Nevada corporation  
8775 Costa Verde Blvd. #501  
San Diego, CA 92122

Dated: February 10<sup>th</sup>, 2014.

  
Nancy R. Lindsley

# Exhibit 1

Exhibit 1



1 Case No.: 09 OC 00579 1B

2 Dept. No.: 1

REC'D & FILED

2014 FEB -6 AM 8: 51

ALAN GLOVER

BY  CLERK  
DEPUTY

3  
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7 **In The First Judicial District Court of the State of Nevada**  
8 **In and for Carson City**

9  
10 **JED MARGOLIN, an individual,**

11 **Plaintiff,**

12 **vs.**

13 **OPTIMA TECHNOLOGY CORPORATION,**  
14 **a California corporation, OPTIMA**  
15 **TECHNOLOGY CORPORATION, a Nevada**  
16 **corporation, REZA ZANDIAN**  
17 **aka GOLAMREZA ZANDIANJAZI**  
18 **aka GHOLAM REZA ZANDIAN**  
19 **aka REZA JAZI aka J. REZA JAZI**  
20 **aka G. REZA JAZI aka GHONONREZA**  
21 **ZANDIAN JAZI, an individual, DOE**  
22 **Companies 1-10, DOE Corporations 11-20,**  
23 **and DOE Individuals 21-30,**

24 **Defendants.**

**ORDER DENYING DEFENDANT**  
**REZA ZANDIAN AKA GOLAMREZA**  
**ZANDIANJAZI AKA GHOLAM REZA**  
**ZANDIAN AKA REZA JAZI AKA J.**  
**REZA JAZI AKA G. REZA JAZI AKA**  
**GHONONREZA ZANDIAN JAZI'S**  
**MOTION TO SET ASIDE DEFAULT**  
**JUDGMENT**

25 This matter comes before the Court on REZA ZANDIAN aka GOLAMREZA  
26 ZANDIANJAZI aka GHOLAM REZA ZANDIAN aka REZA JAZI aka J. REZA JAZI aka G.  
27 REZA JAZI aka GHONONREZA ZANDIAN JAZI's ("Zandian") Motion to Set Aside  
28 Default Judgment, dated December 19, 2013. Plaintiff Jed Margolin filed an Opposition to Set  
Aside Default Judgment on January 19, 2014. Zandian served a reply in support of the Motion  
to Set Aside on January 23, 2014. Based upon the following facts and conclusions of law,  
Zandian's Motion to Set Aside is DENIED.

\\



## I. FACTUAL BACKGROUND

1  
2 Plaintiff Jed Margolin is the named inventor on United States Patent No. 5,566,073  
3 (“the ‘073 Patent”), United States Patent No. 5,904,724 (“the ‘724 Patent”), United States  
4 Patent No. 5,978,488 (“the ‘488 Patent”) and United States Patent No. 6,377,436 (“the ‘436  
5 Patent”) (collectively “the Patents”). See Amended Complaint, filed 8/11/11, ¶¶ 9-10. In  
6 2004, Mr. Margolin granted to Robert Adams, then CEO of Optima Technology, Inc. (later  
7 renamed Optima Technology Group (hereinafter “OTG”), a Cayman Islands Corporation  
8 specializing in aerospace technology) a Power of Attorney regarding the Patents. *Id.* at ¶ 11.  
9 Subsequently, Mr. Margolin assigned the ‘073 and ‘724 Patents to OTG and revoked the  
10 Power of Attorney. *Id.* at ¶ 13.

11 In May 2006, OTG and Mr. Margolin licensed the ‘073 and ‘724 Patents to Geneva  
12 Aerospace, Inc., and Mr. Margolin received a royalty payment pursuant to a royalty agreement  
13 between Mr. Margolin and OTG. *Id.* at ¶ 12. On or about October 2007, OTG licensed the  
14 ‘073 Patent to Honeywell International, Inc., and Mr. Margolin received a royalty payment  
15 pursuant to a royalty agreement between Mr. Margolin and OTG. *Id.* at ¶ 14.

16 On or about December 5, 2007, Zandian filed with the U.S. Patent and Trademark  
17 Office (“USPTO”) assignment documents allegedly assigning all four of the Patents to Optima  
18 Technology Corporation (“OTC”), a company apparently owned by Zandian at the time. *Id.* at  
19 ¶ 15. Shortly thereafter, on November 9, 2007, Mr. Margolin, Robert Adams, and OTG were  
20 named as defendants in the case titled *Universal Avionics Systems Corporation v. Optima  
21 Technology Group, Inc.*, No. CV 07-588-TUC-RCC (the “Arizona action”). *Id.* at ¶ 17.  
22 Zandian was not a party in the Arizona action. Nevertheless, the plaintiff in the Arizona action  
23 asserted that Mr. Margolin and OTG were not the owners of the ‘073 and ‘724 Patents, and  
24 OTG filed a cross-claim for declaratory relief against Optima Technology Corporation  
25 (“OTC”) in order to obtain legal title to the respective patents. *Id.*

26 On August 18, 2008, the United States District Court for the District of Arizona  
27 entered a default judgment against OTC and found that OTC had no interest in the ‘073 or  
28 ‘724 Patents, and that the assignment documents filed with the USPTO were “forged, invalid,

1 void, of no force and effect.” *Id.* at ¶ 18; *see also* Exhibit B to Zandian’s Motion to Dismiss,  
2 dated 11/16/11, on file herein.

3 Due to Zandian’s acts, title to the Patents was clouded and interfered with Plaintiff’s  
4 and OTG’s ability to license the Patents. *Id.* at ¶ 19. In addition, during the period of time Mr.  
5 Margolin worked to correct record title of the Patents in the Arizona action and with the  
6 USPTO, he incurred significant litigation and other costs associated with those efforts. *Id.* at ¶  
7 20.

## 8 II. PROCEDURAL BACKGROUND

9 Plaintiff filed his Complaint on December 11, 2009, and the Complaint was personally  
10 served on Zandian on February 2, 2010, and on Defendants Optima Technology Corporation, a  
11 Nevada corporation, and Optima Technology Corporation, a California corporation on March  
12 21, 2010. Zandian’s answer to Plaintiff’s Complaint was due on February 22, 2010, but  
13 Zandian did not answer the Complaint or respond in any way. Default was entered against  
14 Zandian on December 2, 2010, and Plaintiff filed and served a Notice of Entry of Default on  
15 Zandian on December 7, 2010 and on his last known attorney on December 16, 2010.

16 The answers of Defendants Optima Technology Corporation, a Nevada corporation,  
17 and Optima Technology Corporation, a California corporation, were due on March 8, 2010,  
18 but Defendants did not answer the Complaint or respond in any way. Default was entered  
19 against Defendants Optima Technology Corporation, a Nevada corporation, and Optima  
20 Technology Corporation, a California corporation on December 2, 2010. Plaintiff filed and  
21 served a Notice of Entry of Default on the corporate entities on December 7, 2010 and on their  
22 last known attorney on December 16, 2010.

23 The defaults were set aside and Zandian’s motion to dismiss was denied on August 3,  
24 2011. On September 27, 2011, this Court ordered that service of process against all  
25 Defendants may be made by publication. As manifested by the affidavits of service, filed  
26 herein on November 7, 2011, all Defendants were duly served by publication by November  
27 2011.

28

1 On February 21, 2012, the Court denied Zandian's motion to dismiss the Amended  
2 Complaint. On March 5, 2012, Zandian served a General Denial to the Amended Complaint.  
3 On March 13, 2012, the corporate Defendants served a General Denial to the Amended  
4 Complaint.

5 On June 28, 2012, this Court issued an order requiring the corporate Defendants to  
6 retain counsel and that counsel enter an appearance on behalf of the corporate Defendants by  
7 July 15, 2012. The June 28, 2012 order further provided that if no such appearance was  
8 entered, the corporate Defendants' General Denial would be stricken. Since no appearance  
9 was their behalf of the corporate Defendants, a default was entered against them on September  
10 24, 2012. A notice of entry of default judgment was filed and served on November 6, 2012.

11 On July 16, 2012, Mr. Margolin served Zandian with Mr. Margolin's First Set of  
12 Requests for Admission, First Set of Interrogatories, and First Set of Requests for Production  
13 of Documents, but Zandian never responded to these discovery requests. As such, on  
14 December 14, 2012, Mr. Margolin filed and served a Motion for Sanctions pursuant to NRC  
15 37. In this Motion, Mr. Margolin requested this Court strike the General Denial of Zandian,  
16 and award Mr. Margolin his fees and costs incurred in bringing the Motion.

17 On January 15, 2013, this Court issued an order striking the General Denial of Zandian  
18 and awarding his fees and costs incurred in bringing the NRC 37 Motion. A default was  
19 entered against Zandian on March 28, 2013, and a notice of entry of default judgment was  
20 filed and served on April 5, 2013.

21 On April 17, 2013, Mr. Margolin filed an Application for Default Judgment, which was  
22 served on Zandian and the corporate Defendants. Since Zandian did not respond to the  
23 Application for Default Judgment, a Default Judgment was entered on June 24, 2013. Notice  
24 of entry of the Default Judgment was served on Zandian on June 26, 2013 and filed on June  
25 27, 2013.

26 Over five and a half months later, on December 19, 2013, Zandian served his Motion  
27 to Set Aside on Plaintiff. Zandian's Motion to Set Aside claims that he never received any  
28 written discovery or notice of the pleadings and papers filed in this matter after his counsel

1 withdrew as his former counsel provided an erroneous last known address to the Court and the  
2 parties when he withdrew, and therefore Zandian requests that the judgment be set aside.

### 3 III. FINDINGS AND CONCLUSIONS OF LAW

4 A party seeking to set aside a default judgment has the burden to prove mistake,  
5 inadvertence, surprise, or excusable neglect by a preponderance of the evidence. *Kahn v.*  
6 *Orme*, 108 Nev. 510, 513–14, 835 P.2d 790, 793 (1992). The Court finds that Zandian has not  
7 met the burden to prove mistake, inadvertence, surprise, or excusable neglect by a  
8 preponderance of the evidence.

9 Specifically, Zandian has not met the factors set forth in *Kahn* to compel the court to  
10 set aside the judgment. *Id.* at 513, 835 P.2d at 792–93 (holding that the district court must  
11 consider whether the party moving to set aside a judgment promptly applied to remove the  
12 judgment, lacked intent to delay the proceedings, lacked knowledge of the procedural  
13 requirements, and demonstrated good faith, in addition to considering the state's underlying  
14 policy of resolving cases on the merits). Zandian failed to promptly apply for relief, has not  
15 established a lack of intent to delay these proceedings or a lack of knowledge of the procedural  
16 requirements, and did not provide a good-faith reason for the over five-and-a-half-month gap  
17 between entry of default and the time he obtained new counsel and filed the Motion to Set  
18 Aside Default Judgment.

#### 19 a. Zandian Did Not Promptly Apply To Remove The Judgment

20 Even though a motion to set aside a judgment may be filed within the six month  
21 deadline provided for in NRCP 60(b), a party can still fail to act promptly. *See Kahn* 108 Nev.  
22 at 514, 835 P.2d at 793. Therefore, “want of diligence in seeking to set aside a judgment is  
23 ground enough for denial of such a motion.” *Id.* (citing *Union Petrochemical Corp. v. Scott*,  
24 96 Nev. 337, 339, 609 P.2d 323, 324 (1980) (citing *Lentz v. Boles*, 84 Nev. 197, 438 P.2d 254  
25 (1968); *Hotel Last Frontier v. Frontier Prop.*, 79 Nev. 150, 380 P.2d 293 (1963))).

26 Despite his knowledge of the default judgment, Zandian did not move to have the  
27 judgment set aside until nearly six months after its entry. Although Zandian argues he did not  
28 receive notice of the various proceedings, notice was mailed to his address. Therefore, the

1 notice requirement of NRCPC 55 was fulfilled as Plaintiff served written notice of the  
2 application for default judgment. Moreover, NRCPC 55 is likely not implicated since the  
3 judgment ultimately resulted from sanctions arising from Zandian's failure to respond to  
4 discovery. *See Durango Fire Protection, Inc. v. Troncoso*, 120 Nev. 658 (2004) (trial court's  
5 entry of judgment for plaintiff, in action for breach of contract, after striking defendant's  
6 answer was a sanction for defendant's failure to appear at several hearings and calendar calls  
7 rather than a default judgment, and thus, civil procedure rule requiring written notice before  
8 entry of default judgment was not applicable).

9 Further, First Judicial District Court Rule 22(3) expressly states that "[a]ny form of  
10 order permitting withdrawal of an attorney submitted to the Court for signature shall contain  
11 the address at which the party is to be served with notice of all further proceedings." Plaintiff  
12 had a right to rely on the address given by Zandian's prior attorney.

13 No evidence supports Zandian's claims that he lacked knowledge of this matter. Even  
14 if Zandian was living in France, for which no competent evidence has been provided to this  
15 Court, Zandian was required to provide the Court and the parties with his new address.  
16 However, Zandian never informed this Court or the parties of any address change. The record  
17 demonstrates that the Plaintiff's discovery requests, motions, application for judgment, orders  
18 and notice of judgment were all mailed to Zandian's address of record. Under NRCPC 5(b),  
19 service by mail is complete upon mailing. Thus, Zandian received notice of the proceedings  
20 and his repeated failure to respond constituted inexcusable neglect.

#### 21 **b. Zandian Has Failed To Show He Lacked Intent To Delay**

22 Zandian received all of the papers and pleadings in this matter. However, he failed to  
23 respond to Plaintiff's discovery and willfully ignored the proceedings of this matter. In fact,  
24 Zandian waited nearly six months to secure new counsel and file the motion to set aside.  
25 Furthermore, Zandian failed to file an opposition to the application for judgment.  
26 Accordingly, the Court finds that Zandian has failed to establish the absence of an intent to  
27 delay.

#### 28 **c. Whether Zandian Lacked Knowledge Of Procedural Requirements**

1 Zandian unquestionably had notice of the written discovery, motions and orders filed in  
2 this matter, and yet he ignored all of these documents. All that was required of Zandian was to  
3 either personally respond to the discovery and motions or obtain counsel to appear on his  
4 behalf. Zandian knew discovery had been served but deliberately chose to ignore it. Zandian  
5 knew a motion for sanctions and an application for judgment had been filed, which led to the  
6 judgment, but Zandian chose to ignore those items as well. Zandian's failure to obtain new  
7 counsel or otherwise act on his own behalf is inexcusable. *See Kahn* 108 Nev. at 514-15, 835  
8 P.2d at 793-4. As the Nevada Supreme Court stated in *Kahn*:

9 we are not confronted here with some subtle or technical aspect of  
10 procedure, ignorance of which could readily be excused. The requirements  
11 of the rule are simple and direct. *To condone the actions of a party who has*  
12 *sat on its rights only to make a last-minute rush to set aside judgment would*  
*be to turn NRCP 60(b) into a device for delay rather than the means for*  
*relief from an oppressive judgment that it was intended to be.*

13 *Id.* (citing *Union*, 96 Nev. at 339, 609 P.2d at 324 (citing *Franklin v. Bartsas Realty, Inc.*, 95  
14 Nev. 559, 598 P.2d 1147 (1979); *Central Operating Co. v. Utility Workers of America*, 491  
15 F.2d 245 (4th Cir.1974)) (emphasis added in original)).

16 Zandian had sufficient knowledge to act responsibly. He had previously retained  
17 counsel to defend this action and retained new counsel to set aside the judgment. Therefore,  
18 this Court cannot conclude that Zandian failed to respond to set aside the default judgment  
19 because he was ignorant of procedural requirements.

20  
21 **d. Whether Zandian Acted In Good Faith**

22 Zandian has not provided any valid reason for failing to respond to the requested  
23 discovery, the motion for sanctions or the application for judgment. Furthermore, he has not  
24 provided a reasonable explanation for waiting over five months to obtain other counsel despite  
25 having knowledge of the judgment entered against him.

26  
27 Based upon the fact that Zandian knew about this case and continued to receive the  
28 papers and pleadings from this matter, it was inexcusable for Zandian not to respond to the



1 earlier discovery requests and motions. Zandian has not demonstrated good faith. In fact,  
2 Zandian has only demonstrated inexcusable neglect by his willful failure to respond to, and  
3 participate in, this action. Accordingly, the Court determines that Zandian lacked good faith in  
4 contesting this action.

5 **e. Whether This Case Should Be Tried On The Merits For Policy Reasons**

6 The Nevada Supreme Court has held that “good public policy dictates that cases be  
7 adjudicated on their merits.” See *Kahn* 108 Nev. at 516, 835 P.2d at 794 (citing *Hotel Last*  
8 *Frontier v. Frontier Prop.*, 79 Nev. 150, 155–56, 380 P.2d 293, 295 (1963) (original  
9 emphasis). However, this policy has its limits:  
10

11 We wish not to be understood, however, that this judicial tendency to grant  
12 relief from a default judgment implies that the trial court should always  
13 grant relief from a default judgment. Litigants and their counsel may not  
14 properly be allowed to disregard process or procedural rules with impunity.  
Lack of good faith or diligence, or lack of merit in the proposed defense,  
may very well warrant a denial of the motion for relief from the judgment.

15 *Id.* (citing *Lentz v. Boles*, 84 Nev. 197, 200, 438 P.2d at 256 (1968)).

16 Zandian has disregarded the process and procedural rules of this matter with impunity.  
17 He has repeatedly ignored this matter and failed to respond to the written discovery and  
18 motions in this matter since his former attorney John Peter Lee withdrew from representation.  
19 Zandian’s lack of good faith or diligence warrants a denial of the motion to set aside.

20 Zandian’s complete failure to respond to the discovery requests and subsequent  
21 motions evidences his willful and recalcitrant disregard of the judicial process, which  
22 prejudiced Plaintiff. *Foster v. Dingwall*, 227 P.3d 1042, 1049 (Nev. 2010) (citing *Hamlett v.*  
23 *Reynolds*, 114 Nev. 863, 865, 963 P.2d 457, 458 (1998) (upholding the district court’s strike  
24 order where the defaulting party’s “constant failure to follow [the court’s] orders was  
25 unexplained and unwarranted”); *In re Phenylpropanolamine (PPA) Products*, 460 F.3d 1217,  
26 1236 (9th Cir.2006) (holding that, with respect to discovery abuses, “[p]rejudice from  
27 unreasonable delay is presumed” and failure to comply with court orders mandating discovery  
28 “is sufficient prejudice”).

1 In light of Zandian's repeated and continued abuses, the policy of adjudicating cases on  
2 the merits would not be furthered in this case, and the ultimate sanctions are necessary to  
3 demonstrate to Zandian and future litigants that they are not free to act with wayward  
4 disregard of a court's orders. *Foster*, 227 P.3d at 1049. Moreover, Zandian's failure to oppose  
5 Plaintiff's motion to strike the General Denial or the application for judgment constitutes an  
6 admission that the motion and application were meritorious. *Id.* (citing *King v. Carlidge*, 121  
7 Nev. 926, 927, 124 P.3d 1161, 1162 (2005) (stating that an unopposed motion may be  
8 considered as an admission of merit and consent to grant the motion) (citing DCR 13(3)).

9 **IV. CONCLUSION**

10 The record provides substantial evidence to support this denial of Zandian's motion to  
11 set aside. Further, the policy of resolving cases on the merits does not allow litigants "to  
12 disregard process or procedural rules with impunity." *Kahn*, 108 Nev. at 516, 835 P.2d at 794  
13 (quoting *Lentz v. Boles*, 84 Nev. 197, 200, 438 P.2d 254, 256-57 (1968)).

14 Zandian has failed to show mistake, inadvertence, surprise or excusable neglect  
15 pursuant to NRCP 60(b). Zandian had every opportunity to properly defend this action and  
16 instead made a voluntary choice not to. Therefore, Zandian's motion to set aside is hereby  
17 DENIED.

18  
19 DATED: This 6<sup>th</sup> day of February, 2014. IT IS SO ORDERED:

20  
21   
22 JAMES T. RUSSELL  
23 DISTRICT COURT JUDGE  
24  
25  
26  
27  
28



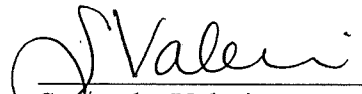
CERTIFICATE OF MAILING

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I hereby certify that on the 6 day of February, 2014, I placed a copy of the foregoing in the United States Mail, postage prepaid, addressed as follows:

Matthew D. Francis  
Adam P. McMillen  
Watson Rounds  
5371 Kietzke Lane  
Reno, NV 89511

Geoffrey W. Hawkins  
Johnathon Fayeghi  
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9555 Hillwood Drive, Suite 150  
Las Vegas, NV 89134

  
Samantha Valerius  
Law Clerk, Department I

# **EXHIBIT B**

1 Matthew D. Francis (6978)  
2 Adam P. McMillen (10678)  
3 Brownstein Hyatt Farber Schreck, LLP  
4 5371 Kietzke Lane  
5 Reno, NV 89511  
6 Telephone: 775-324-4100  
7 Facsimile: 775-333-8171  
8 Attorneys for Plaintiff Jed Margolin

9  
10 **In The First Judicial District Court of the State of Nevada**  
11 **In and for Carson City**

12 **JED MARGOLIN, an individual,**  
13 **Plaintiff,**

14 **vs.**

15 **OPTIMA TECHNOLOGY CORPORATION,**  
16 **a California corporation, OPTIMA**  
17 **TECHNOLOGY CORPORATION, a Nevada**  
18 **corporation, REZA ZANDIAN**  
19 **aka GOLAMREZA ZANDIANJAZI**  
20 **aka GHOLAM REZA ZANDIAN**  
21 **aka REZA JAZI aka J. REZA JAZI**  
22 **aka G. REZA JAZI aka GHONONREZA**  
23 **ZANDIAN JAZI, an individual, DOE**  
24 **Companies 1-10, DOE Corporations 11-20,**  
25 **and DOE Individuals 21-30,**

26 **Defendants.**

27 **Case No.: 090C005**  
28 **Dept. No.: 1**

REC'D & FILED  
2016 MAY -3 PM 2:05  
SUSAN MERRIN  
C. Cooper  
CLERK  
DEPUTY

**MOTION TO VOID DEEDS,  
ASSIGN PROPERTY, FOR WRIT OF  
EXECUTION AND TO CONVEY**

29 Plaintiff Jed Margolin ("Plaintiff"), by and through his attorneys of record, hereby files  
30 the following Motion to Void Deeds, Assign Property, for Writ of Execution and to Convey:

31 **MEMORANDUM OF POINTS AND AUTHORITIES**

32 **I. Introduction**

33 The Complaint and Amended Complaint in this matter are based upon Defendant Reza  
34 Zandian's ("Zandian") fraudulent assignment of patents. Shortly after the Court denied  
35 Zandian's motion to set aside the default judgment Zandian filed fraudulent deeds in five  
36 Nevada counties whereby he transferred his interest in 22 parcels of real property to insiders in

1 an attempt to avoid execution of the judgment. More recently, Zandian attempted to bribe the  
2 undersigned by offering to pay \$30,000 to \$50,000 to the undersigned if the undersigned  
3 would resolve this matter without giving any money or consideration to Plaintiff. Zandian has  
4 made it clear he will do anything to keep from having to pay the judgment.

5 Plaintiff now moves the Court to void the fraudulent deeds, transfer Zandian's interest  
6 in certain Nevada properties to Plaintiff and to order execution on other Nevada property.

7 **II. Procedural Background**

8 As the Court is well aware, Plaintiff filed his original Complaint on December 11,  
9 2009. Plaintiff alleged five claims: (1) Conversion, (2) Tortious Interference with Contract,  
10 (3) Intentional Interference with Prospective Economic Advantage, (4) Unjust Enrichment,  
11 and (5) Unfair and Deceptive Trade Practices. The claims are based upon Zandian's  
12 fraudulent assignment of patents. After several motions to dismiss, Zandian filed a General  
13 Denial to the Amended Complaint on March 5, 2013. Thereafter, Zandian's counsel withdrew  
14 and a Default Judgment was entered against Zandian on June 24, 2013.

15 On December 11, 2013, Plaintiff filed a Motion for Debtor's Examination and to  
16 Produce Documents. On December 20, 2013, Zandian filed a Motion to Set Aside the Default  
17 Judgment. On January 13, 2014, the Court entered an Order Granting the Motion for Debtor's  
18 Examination and to Produce Documents. On February 6, 2014, the Court entered an Order  
19 Denying Zandian's Motion to Set Aside the Default Judgment. On March 12, 2014, Zandian  
20 filed a Notice of Appeal regarding the Court's Order Denying the Motion to Set Aside the  
21 Default Judgment.

22 On June 10, 2015, Plaintiff filed another Motion for Judgment Debtor Examination and  
23 to Produce Documents. On October 19, 2015, the Nevada Supreme Court affirmed the Court's  
24 orders denying Zandian's motion to set aside the default judgment and awarding fees and  
25 costs. On November 6, 2015, the Court entered an Order Granting the Motion for Debtor's  
26 Examination and to Produce Documents, whereby Zandian was required to produce  
27 documents by December 21, 2015 and to appear for a debtor's examination in February of  
28

1 2016. On February 3, 2016, the Court held Zandian in contempt for failing to produce  
2 documents as ordered by the Court and issued a warrant for his arrest.

3 On February 24, 2016, pursuant to the Court's November 6, 2015 Order, Plaintiff held  
4 the duly noticed debtor's examination of Zandian in San Diego, California. *See* Declaration of  
5 Adam McMillen, dated 4/21/16 ("McMillen Declaration"), Exhibit 1. Zandian did not appear  
6 for the examination. *See id.* Zandian refused to comply with the Court's orders and has  
7 absconded. Plaintiff has been unable to depose Zandian and Zandian has not produced any of  
8 the documents ordered by the Court.

### 9 **III. Pertinent Additional Factual Background**

#### 10 **A. Fraudulent Deeds**

11 On February 6, 2014, the Court entered an Order Denying Zandian's Motion to Set  
12 Aside the Default Judgment. Shortly thereafter, Zandian dirtied the title to 22 parcels of real  
13 property throughout Nevada, as follows.

14 On March 17, 2014, Zandian recorded a grant deed with Elko County for one parcel,  
15 whereby he transferred his interests to Alborz Zandian (his son) and Niloofer Zandian (his  
16 wife). *See* McMillen Declaration, Exhibit 2. The deed states the transfer was made pursuant  
17 to a "financial agreement entered into in Las Vegas, Nevada and dated 08-21-2003." *Id.* Not  
18 only does the timing and parties involved indicate the deed is fraudulent, the parcel in question  
19 was purchased after the alleged August 21, 2003 financial agreement on September 25, 2006  
20 and the purchase documents do not refer to the alleged "financial agreement." *See* McMillen  
21 Declaration, Exhibit 3.

22 On March 18, 2014, Zandian similarly dirtied the titles to three parcels in Churchill  
23 County, per the same August 21, 2003 "financial agreement." *See* McMillen Declaration,  
24 Exhibits 4-6. All of these parcels were purchased after August 21, 2003 and none of the  
25 purchase documents refer to the "financial agreement." *See* McMillen Declaration, Exhibits 7-  
26 9.

27 On March 18, 2014, Zandian similarly dirtied the title to one parcel in Washoe County,  
28 per the same August 21, 2003 "financial agreement." *See* McMillen Declaration, Exhibit 10.

1 This parcel was also purchased after August 21, 2003 and the purchase documents do not refer  
2 to the alleged "financial agreement." *See* McMillen Declaration, Exhibit 11.

3 Zandian dirtied the title to nine other parcels in Washoe County as well. On March 18,  
4 2014, a grant deed was recorded by Zandian, which transferred his interest in nine parcels to  
5 Fred Sadri, Ray Koroghli and Sathsowi Thay Koroghli and Alborz Zandian and Niloofar  
6 Foughani "per financial agreement entered into in Las Vegas, Nevada and dated 08-21-2003."  
7 *See* McMillen Declaration, Exhibit 12. As background on these nine parcels, on July 31,  
8 2003, Niloo Far Foughani (wife of Zandian) released any community property interest in the  
9 nine parcels to Zandian, as his separate property. *See* McMillen Declaration, Exhibit 13. On  
10 August 1, 2003, these properties were transferred to Zandian, Fred Sadri and Ray Koroghli,  
11 with each receiving a one third interest. *See* McMillen Declaration, Exhibit 14. On June 22,  
12 2007, John Peter Lee filed a Judgment Confirming Arbitration Award with the Washoe  
13 County Recorder, which judgment transferred the interests of Fred Sadri and Ray Koroghli to  
14 Zandian for all nine properties. *See* McMillen Declaration, Exhibit 15. This is why the March  
15 18, 2014 deed states Zandian transferred the property from Fred Sadri, Ray Koroghli and  
16 Sathsowi Thay Koroghli and himself to Fred Sadri, Ray Koroghli and Sathsowi Thay Koroghli  
17 and Alborz Zandian and Niloofar Foughani "per financial agreement entered into in Las  
18 Vegas, Nevada and dated 08-21-2003." *See* McMillen Declaration, Exhibit 12.

19 On May 21, 2014, Zandian dirtied the titles to six parcels in Lyon County. *See*  
20 McMillen Declaration, Exhibits 16-18. These deeds transferred Zandian's interests to Alborz  
21 Zandian and Niloofar Foughani Zandian "per financial agreement entered into in Las Vegas,  
22 Nevada and dated August 21, 2003." *Id.* However, again, all six parcels were purchased by  
23 Zandian after the purported August 21, 2003 "financial agreement." *See* McMillen  
24 Declaration, Exhibits 19-21. None of the purchase documents refer to the alleged "financial  
25 agreement." *Id.* Also, the "financial agreement" has never been produced and is not known to  
26 exist.

27 On May 30, 2014, Zandian similarly dirtied the titles to two parcels in Clark County,  
28 per the same August 21, 2003 "financial agreement." *See* McMillen Declaration, Exhibits 22-

1 23. All of these parcels were purchased after August 21, 2003 and none of the purchase  
2 documents refer to the alleged "financial agreement." *See* McMillen Declaration, Exhibits 24-  
3 25.

#### 4 **B. Zandian's Attempted Bribery**

5 From April 12-19, 2016, Zandian emailed the undersigned. *See* McMillen Declaration,  
6 Exhibit 26. Zandian stated that he wanted to pay (bribe) the undersigned because he believes  
7 the undersigned has been "unfairly exploited for 8 years based on a judgment obtained by  
8 fraudulent service and address." *Id.* In response, the undersigned requested a serious offer to  
9 settle this matter. *Id.* Zandian stated he did not want me to talk to "anybody" about the  
10 ensuing conversation, including Plaintiff, that Plaintiff had been "manipulated by Robert  
11 Adams and Sadri" and that he did not wish to pay Plaintiff "a dime" but "I [Zandian] am  
12 prepared to pay you [the undersigned] up to \$30,000 cash or \$50,000 within 18 months" to  
13 settle this matter outside of Plaintiff's interests. *Id.*

14 The undersigned told Zandian he represents the interests of Plaintiff and would not  
15 accept an offer (bribe) to settle this matter outside of Plaintiff's interests and requested a  
16 serious offer to settle this matter. *Id.* The undersigned also requested to know when Zandian  
17 would be in the United States in the near future. *Id.* To which, Zandian stated that a debtor's  
18 examination would be worthless since there is no money to pay the judgment. *Id.* However,  
19 Zandian did say that if Plaintiff paid his travel expenses and had the bench warrant vacated,  
20 then he would be more than happy to come to the United States, but he did not promise to  
21 appear for an examination or to provide the documents previously ordered by the Court. *Id.*

22 The email communications from Zandian show Zandian is well aware of the Court's  
23 orders regarding the debtor's examination and the ensuing bench warrant for disobeying the  
24 Court's orders. The email communications show Zandian is willing to continue committing  
25 fraud upon Plaintiff and the Court and that he has no regard for Plaintiff, the Court or the rule  
26 of law.

#### 27 **IV. Argument**

##### 28 **A. Zandian's Fraudulent Transfers Should Be Declared Void**



1 A "transfer made ... by a debtor is fraudulent as to a creditor ... if the debtor made the  
2 transfer ... [w]ith actual intent to hinder, delay or defraud any creditor of the debtor[.]" NRS  
3 112.180(1)(a). Actual intent may be determined by considering the following factors as to  
4 whether:

- 5 (a) The transfer or obligation was to an insider;  
6 (b) The debtor retained possession or control of the property transferred  
after the transfer;  
7 (c) The transfer or obligation was disclosed or concealed;  
8 (d) Before the transfer was made or obligation was incurred, the debtor had  
been sued or threatened with suit;  
9 (e) The transfer was of substantially all the debtor's assets;  
10 (f) The debtor absconded;  
11 (g) The debtor removed or concealed assets;  
12 (h) The value of the consideration received by the debtor was reasonably  
equivalent to the value of the asset transferred or the amount of the obligation  
incurred;  
13 (i) The debtor was insolvent or became insolvent shortly after the transfer  
was made or the obligation was incurred;  
14 (j) The transfer occurred shortly before or shortly after a substantial debt  
was incurred; and  
15 (k) The debtor transferred the essential assets of the business to a lienor  
who transferred the assets to an insider of the debtor.

16 NRS 112.180(2)(a-k). Many of the NRS 112.180(2) factors apply to Zandian's conduct.  
17 Zandian recorded fraudulent deeds in five Nevada counties and transferred 22 parcels to  
18 insiders, as defined by NRS 112.150(7), shortly after the Court denied Zandian's motion to set  
19 aside the default judgment. Through these insider transfers, Zandian retained control of the  
20 properties in question, as partly indicated in his recent emails where he states that the "vacant  
21 land in Nevada that I got as sweat equity has no value and I am planning on paying you out of  
22 other resources." *See* McMillen Declaration, Exhibit 26.

23 While the fraudulent deeds were recorded with the county recorders' offices, the 2003  
24 "financial agreement" was not disclosed and remains concealed by Zandian. Also, Zandian  
25 has absconded and he refuses to comply with this Court's orders and refuses to produce  
26 documents or to appear for a debtor's examination and says he is now living in Iran, as  
27 opposed to France. *See* McMillen Declaration, Exhibit 26.  
28



1 As a result of the fraudulent transfers, Plaintiff may obtain avoidance of such transfers  
 2 “to the extent necessary to satisfy the creditor’s claim.” NRS 112.210(1). “Subject to  
 3 applicable principles of equity and in accordance with applicable rules of civil procedure” this  
 4 Court may also provide “[a]ny other relief the circumstances may require.” NRS  
 5 112.210(1)(c). Accordingly, Plaintiff requests the Court issue an order voiding the transfers  
 6 detailed in Section III(A), above.

7 **B. Application Of Property Toward Satisfaction Of Judgment**

8 “All goods, chattels, money and other property, real and personal, of the judgment  
 9 debtor, or any interest therein of the judgment debtor not exempt by law, and all property and  
 10 rights of property seized and held under attachment in the action, are liable to execution.”  
 11 NRS 21.080(1). “The judge or master may order any property of the judgment debtor not  
 12 exempt from execution, in the hands of such debtor or any other person, or due to the  
 13 judgment debtor, to be applied toward the satisfaction of the judgment.” NRS 21.320; *see also*  
 14 NRS 112.210(2) (“If a creditor has obtained a judgment on a claim against the debtor, the  
 15 creditor, if the court so orders, may levy execution on the asset transferred or its proceeds.”)  
 16 (emphasis added).<sup>1</sup>

17 Plaintiff requests the Court order the following property of Zandian, which is not  
 18 exempt from execution,<sup>2</sup> to be applied toward satisfaction of the judgment by ordering the  
 19 transfer of Zandian’s interest in the following properties to Plaintiff:

Parcel	acres	Assessed Value (Washoe County Assessor 2016)	Assignment Value
079-150-09	560.0	\$2,822	\$3,200
079-150-13	560.0	\$2,822	\$3,200
084-040-04	640.08	\$3,226	\$3,700

24  
 25 <sup>1</sup> In Nevada, a supplementary proceeding is “incident to the original suit” and “is not an independent proceeding  
 26 or the commencement of a new action.” Nevada Direct Ins. Co. v. Fields, No. 66561, 2016 WL 797048, at \*3  
 27 (Nev. Feb. 26, 2016) (citing State ex rel. Groves v. First Judicial Dist. Court, 61 Nev. 269, 276, 125 P.2d 723,  
 28 726 (1942); 30 Am.Jur.2d Executions and Enforcements of Judgments § 584 (2005) (“In jurisdictions where a  
 proceeding supplemental is not an independent action, but is merely a proceeding to enforce an earlier  
 judgment, proceedings supplemental are conducted in the same court that entered the judgment against the  
 defendant, usually under the same cause number. In fact, proceedings supplemental may be filed only in the  
 trial court issuing the underlying judgment.” (footnotes omitted))).

<sup>2</sup> See NRS 21.090; *see also* McMillen Declaration, Exhibit 26.

084-040-06	633.03	\$6,197	\$7,000
084-040-10	390.0	\$1,966	\$2,300
084-140-17	160.0	\$806	\$1,000
Totals	2,943.11	\$17,839	\$20,400

Parcel	acres	Assessed Value (Lyon County Assessor 2016)	Assignment Value
006-052-04	.220	\$15,560	\$5,187
006-052-05	.220	\$15,560	\$5,187
006-052-06	.220	\$15,560	\$5,187
Totals	.66	\$46,680	\$15,561

Parcel	acres	Assessed Value (Churchill County Assessor 2016)	Assignment Value
009-331-04	50.0	\$2,625	\$1,500
Totals	50.0	\$2,625	\$1,500

### C. Writ of Execution

On June 24, 2013, the Court entered a Default Judgment against Defendants. On June 27, 2013, a Notice of Entry of the Default Judgment was filed. In the Default Judgment, the Court entered judgment in favor of Plaintiff against Zandian in the sum of \$1,495,775.74, plus interest at the legal rate, pursuant to NRS 17.130, therein from the date of default until the judgment is satisfied.

Plaintiff requests the Court authorize all applicable County Sheriffs or other authorized officers in the State of Nevada to execute the Judgment through the seizure of Zandian's bank accounts, investment accounts, certificates of deposit, annuities, wages, and real and personal property.

Based on the foregoing and the attached Memorandum of Post-Judgment Costs and Fees, attached hereto as Exhibit 2, Plaintiff also hereby requests that the Court direct the Court Clerk to issue the attached proposed Writs of Execution, attached hereto as Exhibit 3, so that the appropriate authorities may assist Plaintiff in executing the Default Judgment against Zandian. If the properties are not enough to satisfy the Judgment, Plaintiff requests the Court order and direct that any further appropriate writs of execution that are provided to the Court Clerk by Plaintiff also be issued, until the Judgment is satisfied.

1 In addition, Plaintiff seeks the following orders with regards to the following parcels in  
 2 order to protect and satisfy Plaintiff's claim. *See* NRS 112.210(1)(c)(1) and (3) ("In an action  
 3 for relief against a transfer or obligation under this chapter, a creditor ... may obtain: ... (1)  
 4 An injunction against further disposition by the debtor or a transferee, or both, of the asset  
 5 transferred or of other property; ... or (3) Any other relief the circumstances may require.").

6 Zandian has an interest in two parcels in Lyon County, parcel numbers 015-311-18 and  
 7 015-311-19. In order to protect Plaintiff's interest and to satisfy his claim, Plaintiff requests  
 8 the Court order a minimum bid of \$25,000 for each parcel and in the event the minimum bid is  
 9 not reached for either parcel, that Zandian be ordered not to sell, assign, or divide his interest  
 10 in either parcel or to allow either or both to be foreclosed upon until the Judgment is paid.

11 Zandian has an interest in parcel 007-151-77 in Churchill County. Plaintiff requests  
 12 the Court order a minimum bid of \$10,000 for this parcel and in the event the minimum bid is  
 13 not reached, that Zandian is ordered not to sell, assign, or divide his interest in the parcel or to  
 14 allow it to be foreclosed upon until the Judgment is paid.

15 Zandian has an interest in parcel 001-660-034 in Elko County. Plaintiff requests the  
 16 Court order a minimum bid of \$25,000 for this parcel and in the event the minimum bid is not  
 17 reached, that Zandian is ordered not to sell, assign, or divide his interest in the parcel or to  
 18 allow it to be foreclosed upon until the Judgment is paid.

#### 19 **D. Conveyance Of Property Sold At Auction**

20 On December 9, 2014, the Clark County Sheriff sold at public auction Zandian's  
 21 interest in two Clark County parcels. *See* McMillen Declaration, Exhibits 27-28. As there  
 22 were no other bidders, Plaintiff credit bid at the auction and purchased both parcels. *Id.* The  
 23 following is a summary of the auction information for the two parcels:

24 Clark County	Acres	Bought at auction 12/9/2014	Assessed Value (Clark County Assessor 2016)
25 APN 071-02-000-013	20.0	\$16,000	\$7,000
26 APN 071-02-000-005	10.0	\$8,000	\$3,500
27 <b>Total</b>	<b>30.0</b>	<b>\$24,000</b>	<b>\$10,500</b>

28

1 On April 3, 2015, the Washoe County Sheriff sold at public auction Zandian's interest  
 2 in four Washoe County parcels. See McMillen Declaration, Exhibits 29-32. As there were no  
 3 other bidders, Plaintiff credit bid at the auction and purchased all four parcels. *Id.* The  
 4 following is a summary of the auction information for the four parcels:

Washoe County	Acres	Bought at auction 4/3/2015	Assessed Value (Washoe County Assessor 2016)
APN 079-150-12	160	\$15,000	\$16,800
APN 079-150-10	639.58	\$5,000	\$3,224
APN 084-040-02	627.24	\$5,000	\$3,161
APN 084-130-07	275.83	\$3,000	\$1,390
<b>Total</b>	<b>1702.65</b>	<b>\$28,000</b>	<b>\$24,575</b>

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 10 "Upon a sale of real property, the purchaser shall be substituted to and acquire all the  
 11 right, title, interest and claim of the judgment debtor thereto." NRS 21.190. Such sales are  
 12 subject to redemption. *Id.* A judgment debtor or his successor in interest may redeem the  
 13 property any time within 1 year after the sale. See NRS 21.200 and NRS 21.210. "If no  
 14 redemption is made within 1 year after the sale, the purchaser, or the purchaser's assignee, is  
 15 entitled to a conveyance..." NRS 21.220(4).

16 It has been more than 1 year since the above Clark County and Washoe County  
 17 properties were sold at auction to Plaintiff. The properties have not been redeemed by anyone.  
 18 Accordingly, Plaintiff requests that the Court order the six properties conveyed to Plaintiff.

19 **V. Conclusion**

20 Based upon the foregoing, Plaintiff respectfully requests this motion be granted in its  
 21 entirety.

22 **The undersigned does hereby affirm that the preceding document does not**  
 23 **contain the social security number of any person.**

24 Dated this 3<sup>rd</sup> day of May, 2016.

25 BY: 

26 Matthew D. Francis (6978)  
 27 Adam P. McMillen (10678)  
 28 5371 Kietzke Lane  
 Reno, NV 89511  
 Telephone: 775-324-4100  
 Facsimile: 775-333-8171  
 Attorneys for Plaintiff Jed Margolin

CERTIFICATE OF SERVICE

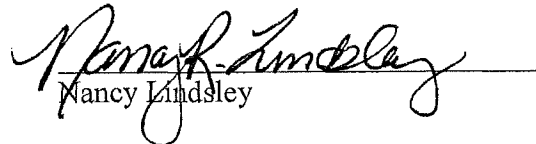
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Pursuant to NRCP 5(b), I certify that I am an employee of Brownstein Hyatt Farber Schreck, and that on this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true and correct copy of the foregoing document, **MOTION TO VOID DEEDS, ASSIGN PROPERTY AND FOR WRIT OF EXECUTION**, addressed as follows:

Reza Zandian  
c/o Alborz Zandian  
9 MacArthur Place, Unit 2105  
Santa Ana, CA 92707-6753  
and  
rezazand@hotmail.com

Severin A. Carlson  
Tara C. Zimmerman  
Kaempfer Crowell  
50 West Liberty Street, Suite 700  
Reno, Nevada 89501  
Former counsel of Reza Zandian

Dated: May 3, 2016

  
Nancy Lindsley

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**EXHIBIT LIST**

<b>EXHIBIT NO.</b>	<b>DESCRIPTION</b>	<b>PAGE(S)</b>
1	Declaration of Adam McMillen	275
2	Consolidated Memorandum of Post-Judgment Fees and Costs	6
3	<i>Proposed</i> Writs of Execution (Lyon, Elko and Churchill Counties)	4

# Exhibit 1

---

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.  
24  
25  
26  
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1 Jeffrey L. Hartman, Esq., #1607  
2 **HARTMAN & HARTMAN**  
3 510 West Plumb Lane, Suite B  
4 Reno, Nevada 89509  
5 Telephone: (775) 324-2800  
6 Facsimile: (775) 324-1818  
7 E-mail: [notices@bankruptcyreno.com](mailto:notices@bankruptcyreno.com)

E-Filed 5/26/16

5 Attorney for Patrick Canet,  
6 Judicial Liquidator

7 **UNITED STATES BANKRUPTCY COURT**  
8 **DISTRICT OF NEVADA**

9 IN RE:  
10 Gholam Reza Jazi Zandian  
11 Debtor in a Foreign Proceeding.

CASE NO. BK-N-16-50644-BTB  
CHAPTER 15

**NOTICE OF HEARING ON VERIFIED  
PETITION FOR RECOGNITION AND  
CHAPTER 15 RELIEF**

**Hearing Date: June 23, 2016**  
**Hearing Time: 10:00 a.m.**

14 \_\_\_\_\_ /  
15 **NOTICE IS HEREBY GIVEN** that Patrick Canet ("Mr. Canet"), in his capacity as  
16 Foreign Representative in proceedings affecting Gholam Reza Jazi Zandian, has filed a  
17 Petition For Recognition and Chapter 15 Relief ("Petition") in accordance with 11 U.S.C. §§  
18 1504 and 1515. The Petition requests the Court enter an order recognizing Mr. Canet as the  
19 Foreign Representative and recognizing the pendency of the Foreign Main Proceeding in  
20 Paris, France and

21 **NOTICE IS FURTHER GIVEN** that a hearing on the Petition has been scheduled  
22 before a United States Bankruptcy Judge, in the Clifton Young Federal Building, 300 Booth  
23 Street, Reno, Nevada on **June 23, 2016 at 10:00 a.m.**

24 **NOTICE IS FURTHER GIVEN** that any response to the Petition must be filed  
25 pursuant to the time limits set forth in F.R.Bankr.P. 1011(b):

26 Defenses and objections to the petition shall be presented in the manner  
27 prescribed by Rule 12 F.R. Civ. P. and shall be filed and served within 21  
28 days after service of this Notice . . . .

1 If you do object, you must file a **WRITTEN** response to this Petition with the Court. You  
2 *must* also serve your written response on the person who sent you this notice. A paper copy  
3 of any response should also be delivered to the Clerk's office identified as "Copy For  
4 Chambers" or some similar designation. If you do not file a written response with the Court,  
5 or if you do not serve your written response on the person who sent you this notice, then:

- 6 • The Court may *refuse to allow you to speak* at the scheduled hearing; and
- 7 • The Court may grant the relief requested in the Petition without formally
- 8 calling the matter at the hearing.

9 **NOTICE IS FINALLY GIVEN** that a copy of the Petition can be obtained upon  
10 written request from Hartman & Hartman, 510 West Plumb Lane, Suite B, Reno, Nevada  
11 89509, by calling Hartman & Hartman at 1-775-324-2800, or from the United States  
12 Bankruptcy Court Clerk's Office, 300 Booth Street, Reno, Nevada 89509, during the office  
13 hours of 9:00 a.m. to 3:30 p.m. weekdays.

14 DATED: May 26, 2016.

15 **HARTMAN & HARTMAN**

16 /s/ Jeffrey L. Hartman  
17 Jeffrey L. Hartman, Esq.  
18 Attorney for Patrick Canet,  
19 Foreign Representative  
20  
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Situs & Keyline Description:  
 0 INTERSTATE 80 E WASHOE COUNTY  
 NE4 SEC 15 TWP 20 RGE 23

Owner & Mailing Address:  
 STAR LIVING TRUST  
 SADRI TRUSTEE, FRED  
 PO BOX 81624  
 LAS VEGAS, NV 89180

# WASHOE COUNTY APPRAISAL RECORD 2018

APN: 084-140-17

Card 1 of 1  
 Bld. 0-0



Tax District: 4000

printed: 12/26/2017

ACTIVE

6802.23

LAWW - AG

VALUATION HISTORY							PARCEL VALUE SUMMARY		Database	Roll Year	Prior % Complete	% Complete
Roll Year	Taxable Land	Land New	Taxable Improvements	Improvement New	Total Taxable	Total Assessed	Primary Valuation	Building Level Cost	PROD			
2018 NR	2,368	0	0	0	2,368	829	Building Value					
2017 FV	2,501	0	0	0	2,501	875	Extra Feature Value					
2016 FV	2,358	0	0	0	2,358	825	Land Value	2,368				
2015 FV	2,304	0	0	0	2,304	806	Taxable Value	2,368				
2014 FV	2,058	0	0	0	2,058	720	Exemption	0				
2013 FV	2,528	0	0	0	2,528	885	<b>FLAGS</b>					
2012 FV	2,464	0	0	0	2,464	862	Type	Value				
2011 FV	2,405	0	0	0	2,405	842	Cap Code	NFM				
2010 FV	1,984	0	0	0	1,984	694	Eligible for Form?	NO				
2009 FV	1,906	0	0	0	1,906	667	Low Cap Percentage	0				
2008 FV	1,499	0	0	0	1,499	525	Parcel Map	0				
2007 FV	1,371	0	0	0	1,371	480						

BUILDING DETAILS				BUILDING FEATURES AND ADJUSTMENTS				BUILDING SUB-AREAS				BUILDING COST SUMMARY				
Code		Description		Category		Units		Code		Description		Yr Bld	Units	Cost New	Tot Lump Sum Adj	
Type																0
Occupancy																0
Story/Frame																100
Quality																.00
Year Built	WAY	%Comp	Year of Addn/Remodel													0
0		0														0
<b>BUILDING CHARACTERISTICS</b>																0
Category	Code	Type	%													0
																89502
				<b>Base Rate Adjustment</b>		Adj.										
				<b>Construction Modifiers</b>		Adj.										
												Gross Living/Building Area		0		
												Perimeter		0		

#	Bld	Date	User ID	Activity Notes
1	0-0	10/22/2013	csarman	REXT LAWV IMPROVEMENT LINE DONE 10/22/2013 BY REVIEWED-NO CHGS ON IMP REPORT, LAND LINE DONE 10/23/2013 BY JAK

<b>EXTRA FEATURES, ADDITIVES, AND ADJUSTMENTS</b>																
#	Code	Description	Quality	Bld #	Length	Width	Units	Unit Price	Year Built	Roll Year	% Comp	RCN	% Good	DRC	Override Value	Notes

LAND VALUE		DOR Code	600	Neighborhood	6802.23	LAWW - AG	Land Size		160.0000	Unit Type	AC		
#	Code	Description	Zone	Units	Unit Type	Sub Type	Unit Price	Influence 1 Code	Influence 1 %	Influence 2 Code	Influence 2 %	Taxable Value	Land Notes
1	GRZ2	Grazing2	GR	160.00	AA	0	14.80					2,368	

This information is for use by the Washoe County Assessor for assessment purposes only.

WFZ2536



BUILDING PERMITS							
Date	Permit #	Description	Amount	Status	% Comp	Last Visit/Appr/Results	Notes

SALES/TRANSFER INFORMATION							
Grantor	Document	Date	LUC	Verif	Terms	Sales	Notes
STAR LIVING TRUST	4747575	09/25/2017	600	3NTT			
STAR LIVING TRUST	4335755	03/18/2014		3BEA			
SADRI, FRED	3758659	05/12/2009	GRZ2	3BGG			33% INTO TRUST
SADRI, FRED	2900593	08/06/2003	GRZ2	3NTT			FILE # - SPOUSE NO
NEVADA LAND &	2900592	08/06/2003	GRZ2	2MQC	4DEC	1,000,000	A INCLUDES 9 PARCELS
	2117820	07/17/1997					

#	Bld	Date	User ID	Activity Notes
2	0-0	10/12/2012	csarm	REXT LAND AND IMPROVEMENT LINES COMPLETE - LAWW IMPROVEMENT LINE DONE
3	0-0	10/26/2011	kjohn	REXT LAWW IMPROVEMENT LINE DONE 10/26/2011 BY REVIEWED-NO CHGS ON IMP
4	0-0	07/07/2010	kjohn	REXT LAWW IMPROVEMENT LINE DONE 07/07/2010 BY REVIEWED-NO CHGS ON IMP
5	0-0	10/31/2009	kjohn	REXT LAWW IMPROVEMENT LINE DONE 10/31/2009 BY REVIEWED-NO CHANGES ON
6	0-0	10/14/2008	PJO	REXT LAWW IMPROVEMENT LINE DONE 01/00/1900 BY NO CHANGES ON IMP REPORT,
7	0-0	10/10/2006	mbozm	REXT
8	0-0	08/28/2001	RLS	REXT
9	0-0	06/20/2001	CEM	REXT
10	0-0	08/03/2012	csarm	AERL - PICTOMETRY REVIEW

Situs & Keyline Description:  
 0 INTERSTATE 80 E WASHOE COUNTY  
 FR SEC 15 TWP 20 RGE 23

Owner & Mailing Address:  
 STAR LIVING TRUST  
 SADRI TRUSTEE, FRED  
 PO BOX 81624  
 LAS VEGAS, NV 89180

# WASHOE COUNTY APPRAISAL RECORD 2018

APN: 084-130-07

Card 1 of 1  
 Bld. 0-0



Tax District: 4000

printed: 12/26/2017

ACTIVE

6802.23

LAWW - AG

VALUATION HISTORY							PARCEL VALUE SUMMARY		Database	Roll Year	Prior % Complete	% Complete
Roll Year	Taxable Land	Land New	Taxable Improvements	Improvement New	Total Taxable	Total Assessed	Primary Valuation	Building Level Cost	PROD			
						Building Value						
2018 NR	4,082	0	0	0	4,082	1,429	Extra Feature Value					
2017 FV	4,311	0	0	0	4,311	1,509	Land Value	4,082				
2016 FV	4,066	0	0	0	4,066	1,423	Taxable Value	4,082				
2015 FV	3,972	0	0	0	3,972	1,390	Exemption	0		Reopen		Code:
2014 FV	3,547	0	0	0	3,547	1,241	FLAGS			Reappraisal		
2013 FV	4,358	0	0	0	4,358	1,525	Type	Value				
2012 FV	4,248	0	0	0	4,248	1,487	Cap Code	NFM				
2011 FV	4,146	0	0	0	4,146	1,451	Eligible for Form?	NO		NC / C	New Land	New Sketch
2010 FV	3,420	0	0	0	3,420	1,197	Low Cap Percentage	0		By:	Date:	
2009 FV	3,285	0	0	0	3,285	1,150	Parcel Map	0				
2008 FV	2,585	0	0	0	2,585	905						
2007 FV	2,364	0	0	0	2,364	827						

BUILDING DETAILS				BUILDING FEATURES AND ADJUSTMENTS				BUILDING SUB-AREAS				BUILDING COST SUMMARY	
Code	Description			Category	Units	Code	Description	Yr Bld	Units	Cost New	Tot Lump Sum Adj		
Type											Sub Area-RCN	0	
Occupancy											% Incomplete	100	
Story/Frame											% Depreciation	.00	
Quality											\$ Dep & Inc	0	
Year Built	WAY	%Comp	Year of Addn/Remodel								Obso/Other Adj.	0	
	0	0									Sub Area DRC	0	
BUILDING CHARACTERISTICS											Additive DRC	0	
Category	Code	Type	%								Total DRC		
											Override	0	
											Cost Code	89502	
											PROPERTY CHARACTERISTICS		
											Special Prop Code	Ag Land - Current -	
											Water	None	
											Sewer	None	
											Street	None	
											BUILDING NOTES		
											Gross Living/Building Area	0	
											Perimeter	0	

#	Bld	Date	User ID	Activity Notes
1	0-0	10/22/2013	csarman	REXT LAWW IMPROVEMENT LINE DONE 10/22/2013 BY REVIEWED-NO CHGS ON IMP REPORT, LAND LINE DONE 10/23/2013 BY JAK

EXTRA FEATURES, ADDITIVES, AND ADJUSTMENTS																
#	Code	Description	Quality	Bld #	Length	Width	Units	Unit Price	Year Built	Roll Year	% Comp	RCN	% Good	DRC	Override Value	Notes

LAND VALUE		DOR Code	600	Neighborhood	6802.23	LAWW - AG	Land Size		275.8300	Unit Type	AC		
#	Code	Description	Zone	Units	Unit Type	Sub Type	Unit Price	Influence 1 Code	%	Influence 2 Code	%	Taxable Value	Land Notes
1	GRZ2	Grazing2	GR	275.83	AA	0	14.80					4,082	

This information is for use by the Washoe County Assessor for assessment purposes only.

WFZ2538



Tax District: 4000

printed: 12/26/2017

ACTIVE

6802.23

LAWW - AG



BUILDING PERMITS							
Date	Permit #	Description	Amount	Status	% Comp	Last Visit/Appr/Results	Notes

SALES/TRANSFER INFORMATION							
Grantor	Document	Date	LUC	Verif	Terms	Sales	Notes
STAR LIVING TRUST	4747575	09/25/2017	600	3NTT			ORDER FROM JULY 17 2008
STAR LIVING TRUST	4630134	09/08/2016	600	3BF		3,000	
STAR LIVING TRUST	4335755	03/18/2014		3BEA			
SADRI, FRED	3758659	05/12/2009	GRZ2	3BGG			33% INTO TRUST
SADRI, FRED	2900593	08/06/2003	GRZ2	3NTT			FILE # - SPOUSE NO
NEVADA LAND &	2900592	08/06/2003	GRZ2	2MQC	4DEC	1,000,000	A INCLUDES 9 PARCELS

#	Bld	Date	User ID	Activity Notes
2	0-0	10/12/2012	csarm	REXT LAND AND IMPROVEMENT LINES COMPLETE - LAWW IMPROVEMENT LINE DONE
3	0-0	10/26/2011	kjohn	REXT LAWW IMPROVEMENT LINE DONE 10/26/2011 BY REVIEWED-NO CHGS ON IMP
4	0-0	07/07/2010	kjohn	REXT LAWW IMPROVEMENT LINE DONE 07/07/2010 BY REVIEWED-NO CHGS ON IMP
5	0-0	10/31/2009	kjohn	REXT LAWW IMPROVEMENT LINE DONE 10/31/2009 BY REVIEWED-NO CHANGES ON
6	0-0	10/14/2008	PJO	REXT LAWW IMPROVEMENT LINE DONE 01/00/1900 BY NO CHANGES ON IMP REPORT,
7	0-0	10/10/2006	mbozm	REXT
8	0-0	08/28/2001	RLS	REXT
9	0-0	08/03/2012	csarm	AERL - PICTOMETRY REVIEW
10	0-0	10/18/2016	rlope	REXT BY CSS - 10/14/2016

Situs & Keyline Description:  
 0 INTERSTATE 80 E WASHOE COUNTY  
 FR SEC 11 TWP 20 RGE 23

Owner & Mailing Address:  
 STAR LIVING TRUST  
 SADRI TRUSTEE, FRED  
 PO BOX 81624  
 LAS VEGAS, NV 89180

# WASHOE COUNTY APPRAISAL RECORD 2018

APN: 084-040-10

Card 1 of 1  
 Bld. 0-0



Tax District: 4000

printed: 12/26/2017

ACTIVE

6802.23

LAWW - AG

VALUATION HISTORY							PARCEL VALUE SUMMARY		Database	Roll Year	Prior % Complete	% Complete
Roll Year	Taxable Land	Land New	Taxable Improvements	Improvement New	Total Taxable	Total Assessed	Primary Valuation	Building Level Cost	PROD			
2018 NR	5,772	0	0	0	5,772	2,020	Building Value					
2017 FV	6,096	0	0	0	6,096	2,134	Extra Feature Value					
2016 FV	5,749	0	0	0	5,749	2,012	Land Value	5,772				
2015 FV	5,616	0	0	0	5,616	1,966	Taxable Value	5,772				
2014 FV	5,015	0	0	0	5,015	1,755	Exemption	0				
2013 FV	6,162	0	0	0	6,162	2,157	<b>FLAGS</b>					
2012 FV	6,006	0	0	0	6,006	2,102	Type	Value				
2011 FV	5,862	0	0	0	5,862	2,052	Cap Code	NFM				
2010 FV	4,836	0	0	0	4,836	1,693	Eligible for Form?	NO				
2009 FV	4,645	0	0	0	4,645	1,626	Low Cap Percentage	0				
2008 FV	3,654	0	0	0	3,654	1,279	Parcel Map	0				
2007 FV	3,342	0	0	0	3,342	1,170						

BUILDING DETAILS				BUILDING FEATURES AND ADJUSTMENTS				BUILDING SUB-AREAS				BUILDING COST SUMMARY	
Code	Description	Category	Units	Code	Description	Yr Bld	Units	Cost New	Tot Lump Sum Adj				
Type									0				
Occupancy									0				
Story/Frame									100				
Quality									.00				
Year Built	WAY	%Comp	Year of Addn/Remodel						0				
	0	0							0				
<b>BUILDING CHARACTERISTICS</b>									0				
Category	Code	Type	%						0				
									0				
									89502				
<b>PROPERTY CHARACTERISTICS</b>													
				Base Rate Adjustment	Adj.								
				Construction Modifiers	Adj.								
							Gross Living/Building Area	0					
							Perimeter	0					
#	Bld	Date	User ID	Activity Notes									
1	0-0	10/22/2013	csarman	REXT LAWW IMPROVEMENT LINE DONE 10/22/2013 BY REVIEWED-NO CHGS ON IMP REPORT, LAND LINE DONE 10/23/2013 BY JAK									

EXTRA FEATURES, ADDITIVES, AND ADJUSTMENTS																
#	Code	Description	Quality	Bld #	Length	Width	Units	Unit Price	Year Built	Roll Year	% Comp	RCN	% Good	DRC	Override Value	Notes

<b>LAND VALUE</b>	DOR Code	600	Neighborhood	6802.23	LAWW - AG	Land Size	390.0000	Unit Type	AC				
#	Code	Description	Zone	Units	Unit Type	Sub Type	Unit Price	Influence 1 Code	Influence 1 %	Influence 2 Code	Influence 2 %	Taxable Value	Land Notes
1	GRZ2	Grazing2	GR	390.00	AA	0	14.80					5,772	

This information is for use by the Washoe County Assessor for assessment purposes only.

WFZ2540





Tax District: 4000

printed: 12/26/2017

ACTIVE

6802.23

LAWW - AG

BUILDING PERMITS							
Date	Permit #	Description	Amount	Status	% Comp	Last Visit/Appr/Results	Notes

SALES/TRANSFER INFORMATION							
Grantor	Document	Date	LUC	Verif	Terms	Sales	Notes
STAR LIVING TRUST	4747575	09/25/2017	600	3NTT			
STAR LIVING TRUST	4335755	03/18/2014		3BEA			
SADRI, FRED	3758659	05/12/2009	GRZ1	3BGG			33% INTO TRUST
SADRI, FRED	2900593	08/06/2003	GRZ2	3NTT			FILE # - SPOUSE NO
NEVADA LAND &	2900592	08/06/2003	GRZ2	2MQC	4DEC	1,000,000	A INCLUDES 9 PARCELS
	2117820	07/17/1997					

#	Bld	Date	User ID	Activity Notes
2	0-0	10/12/2012	csarm	REXT LAND AND IMPROVEMENT LINES COMPLETE - LAWW IMPROVEMENT LINE DONE
3	0-0	10/26/2011	kjohn	REXT LAWW IMPROVEMENT LINE DONE 10/26/2011 BY REVIEWED-NO CHGS ON IMP
4	0-0	07/07/2010	kjohn	REXT LAWW IMPROVEMENT LINE DONE 07/07/2010 BY REVIEWED-NO CHGS ON IMP
5	0-0	10/31/2009	kjohn	REXT LAWW IMPROVEMENT LINE DONE 10/31/2009 BY REVIEWED-NO CHANGES ON
6	0-0	10/14/2008	PJO	REXT LAWW IMPROVEMENT LINE DONE 01/00/1900 BY NO CHANGES ON IMP REPORT,
7	0-0	09/15/2006	mbozm	REXT
8	0-0	08/28/2001	RLS	REXT
9	0-0	08/03/2012	csarm	AERL - PICTOMETRY REVIEW
10	0-0	10/18/2016	rlope	REXT BY CSS - 10/14/2016

Situs & Keyline Description:  
 0 INTERSTATE 80 E WASHOE COUNTY  
 SEC 1 TWP 20 RGE 23

Owner & Mailing Address:  
 STAR LIVING TRUST  
 SADRI TRUSTEE, FRED  
 PO BOX 81624  
 LAS VEGAS, NV 89180

**WASHOE COUNTY APPRAISAL RECORD**  
**2018**

APN: 084-040-06

Card 1 of 1  
 Bld. 0-0



Tax District: 4000

printed: 12/26/2017

ACTIVE

6802.23

LAWW - AG

VALUATION HISTORY							PARCEL VALUE SUMMARY		Database	Roll Year	Prior % Complete	% Complete	
Roll Year	Taxable Land	Land New	Taxable Improvements	Improvement New	Total Taxable	Total Assessed	Primary Valuation	Building Level Cost	PROD				
2018 NR	18,162	0	0	0	18,162	6,357	Building Value						
2017 FV	19,155	0	0	0	19,155	6,704	Extra Feature Value						
2016 FV	18,231	0	0	0	18,231	6,381	Land Value	18,162					
2015 FV	17,706	0	0	0	17,706	6,197	Taxable Value	18,162					
2014 FV	16,263	0	0	0	16,263	5,692	Exemption	0			Reopen	Code:	
2013 FV	19,333	0	0	0	19,333	6,767	FLAGS				Reappraisal		
2012 FV	18,902	0	0	0	18,902	6,616	Type	Value					
2011 FV	18,339	0	0	0	18,339	6,419	Cap Code	NFM			NC / C	New Land	New Sketch
2010 FV	15,136	0	0	0	15,136	5,298	Eligible for Form?	NO					
2009 FV	14,629	0	0	0	14,629	5,120	Low Cap Percentage	0			By:	Date:	
2008 FV	11,433	0	0	0	11,433	4,002	Parcel Map	0					
2007 FV	10,489	0	0	0	10,489	3,671							

BUILDING DETAILS				BUILDING FEATURES AND ADJUSTMENTS				BUILDING SUB-AREAS				BUILDING COST SUMMARY	
Code	Description			Category	Units	Code	Description	Yr Bld	Units	Cost New	Tot Lump Sum Adj	% Complete	
Type											0		
Occupancy											0		
Story/Frame											100		
Quality											.00		
Year Built	WAY	%Comp	Year of Addn/Remodel								\$ Dep & Inc	0	
	0	0									Obso/Other Adj.	0	
BUILDING CHARACTERISTICS											Sub Area DRC	0	
Category	Code	Type	%								Additive DRC	0	
											Total DRC	0	
											Override	0	
											Cost Code	89502	
Base Rate Adjustment				Adj.							PROPERTY CHARACTERISTICS		
Construction Modifiers				Adj.							Special Prop Code	Ag Land - Current -	
											Water	None	
											Sewer	None	
											Street	None	
Gross Living/Building Area												0	
Perimeter												0	

#	Bld	Date	User ID	Activity Notes
1	0-0	10/22/2013	csarman	REXT LAWV IMPROVEMENT LINE DONE 10/22/2013 BY REVIEWED-NO CHGS ON IMP REPORT, LAND LINE DONE 10/23/2013 BY JAK

EXTRA FEATURES, ADDITIVES, AND ADJUSTMENTS																
#	Code	Description	Quality	Bld #	Length	Width	Units	Unit Price	Year Built	Roll Year	% Comp	RCN	% Good	DRC	Override Value	Notes

LAND VALUE		DOR Code	600	Neighborhood	6802.23	LAWW - AG	Land Size	633.0300	Unit Type	AC			
#	Code	Description	Zone	Units	Unit Type	Sub Type	Unit Price	Influence 1 Code	Influence 1 %	Influence 2 Code	Influence 2 %	Taxable Value	Land Notes
1	GRZ1	Grazing1	GR	633.03	AA	0	28.69					18,162	

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WFZ2542



BUILDING PERMITS							
Date	Permit #	Description	Amount	Status	% Comp	Last Visit/Appr/Results	Notes

SALES/TRANSFER INFORMATION							
Grantor	Document	Date	LUC	Verif	Terms	Sales	Notes
STAR LIVING TRUST	4747575	09/25/2017	600	3NTT			
STAR LIVING TRUST	4335755	03/18/2014		3BEA			
SADRI, FRED	3758659	05/12/2009	GRZ1	3BGG			33% INTO TRUST
SADRI, FRED	2900593	08/06/2003	GRZ2	3NTT			FILE # - SPOUSE NO
NEVADA LAND &	2900592	08/06/2003	GRZ2	2MQC	4DEC	1,000,000	A INCLUDES 9 PARCELS
	2117820	07/17/1997					

#	Bld	Date	User ID	Activity Notes
2	0-0	10/12/2012	csarm	REXT LAND AND IMPROVEMENT LINES COMPLETE - LAWV IMPROVEMENT LINE DONE
3	0-0	10/26/2011	kjohn	REXT LAWV IMPROVEMENT LINE DONE 10/26/2011 BY REVIEWED-NO CHGS ON IMP
4	0-0	07/07/2010	kjohn	REXT LAWV IMPROVEMENT LINE DONE 07/07/2010 BY REVIEWED-NO CHGS ON IMP
5	0-0	10/31/2009	kjohn	REXT LAWV IMPROVEMENT LINE DONE 10/31/2009 BY REVIEWED-NO CHANGES ON
6	0-0	10/14/2008	PJO	REXT LAWV IMPROVEMENT LINE DONE 01/00/1900 BY NO CHANGES ON IMP REPORT,
7	0-0	09/15/2006	mbozm	REXT
8	0-0	08/28/2001	RLS	REXT
9	0-0	08/03/2012	csarm	AERL - PICTOMETRY REVIEW
10	0-0	10/18/2016	rlope	REXT BY CSS - 10/14/2016

Situs & Keyline Description:  
 0 INTERSTATE 80 E WASHOE COUNTY  
 SEC 3 TWP 20 RGE 23

Owner & Mailing Address:  
 STAR LIVING TRUST  
 SADRI TRUSTEE, FRED  
 PO BOX 81624  
 LAS VEGAS, NV 89180

**WASHOE COUNTY APPRAISAL RECORD**  
**2018**

APN: 084-040-04

Card 1 of 1  
 Bld. 0-0



Tax District: 4000

printed: 12/26/2017

ACTIVE

6802.23

LAWW - AG

VALUATION HISTORY							PARCEL VALUE SUMMARY		Database	Roll Year	Prior % Complete	% Complete
Roll Year	Taxable Land	Land New	Taxable Improvements	Improvement New	Total Taxable	Total Assessed	Primary Valuation	Building Level Cost	PROD			
2018 NR	9,473	0	0	0	9,473	3,316	Building Value					
2017 FV	10,004	0	0	0	10,004	3,501	Extra Feature Value					
2016 FV	9,435	0	0	0	9,435	3,302	Land Value	9,473				
2015 FV	9,217	0	0	0	9,217	3,226	Taxable Value	9,473				
2014 FV	8,231	0	0	0	8,231	2,881	Exemption	0			Reopen	Code:
2013 FV	10,113	0	0	0	10,113	3,540	FLAGS				Reappraisal	
2012 FV	9,857	0	0	0	9,857	3,450	Type	Value				
2011 FV	9,620	0	0	0	9,620	3,367	Cap Code	NFM				
2010 FV	7,937	0	0	0	7,937	2,778	Eligible for Form?	NO		NC / C	New Land	New Sketch
2009 FV	7,623	0	0	0	7,623	2,668	Low Cap Percentage	0				
2008 FV	5,998	0	0	0	5,998	2,099	Parcel Map	0				
2007 FV	5,485	0	0	0	5,485	1,920				By:		Date:

BUILDING DETAILS				BUILDING FEATURES AND ADJUSTMENTS				BUILDING SUB-AREAS				BUILDING COST SUMMARY	
Code	Description			Category	Units	Code	Description	Yr Bld	Units	Cost New	Tot Lump Sum Adj	% Complete	
Type											0		
Occupancy											0		
Story/Frame											100		
Quality											.00		
Year Built	WAY	%Comp	Year of Addn/Remodel								\$ Dep & Inc	0	
	0	0									Obso/Other Adj.	0	
BUILDING CHARACTERISTICS											Sub Area DRC	0	
Category	Code	Type	%								Additive DRC	0	
											Total DRC		
											Override	0	
											Cost Code	89502	
Base Rate Adjustment												Adj.	
Construction Modifiers												Adj.	
Gross Living/Building Area										0			
Perimeter										0			
#	Bld	Date	User ID	Activity Notes									
1	0-0	10/22/2013	csarman	REXT LAWW IMPROVEMENT LINE DONE 10/22/2013 BY REVIEWED-NO CHGS ON IMP REPORT, LAND LINE DONE 10/23/2013 BY JAK									

EXTRA FEATURES, ADDITIVES, AND ADJUSTMENTS																
#	Code	Description	Quality	Bld #	Length	Width	Units	Unit Price	Year Built	Roll Year	% Comp	RCN	% Good	DRC	Override Value	Notes

LAND VALUE	DOR Code	600	Neighborhood	6802.23	LAWW - AG	Land Size	640.0800	Unit Type	AC				
#	Code	Description	Zone	Units	Unit Type	Sub Type	Unit Price	Influence 1 Code	Influence 1 %	Influence 2 Code	Influence 2 %	Taxable Value	Land Notes
1	GRZ2	Grazing2	GR	640.08	AA	0	14.80					9,473	

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WFZ2544



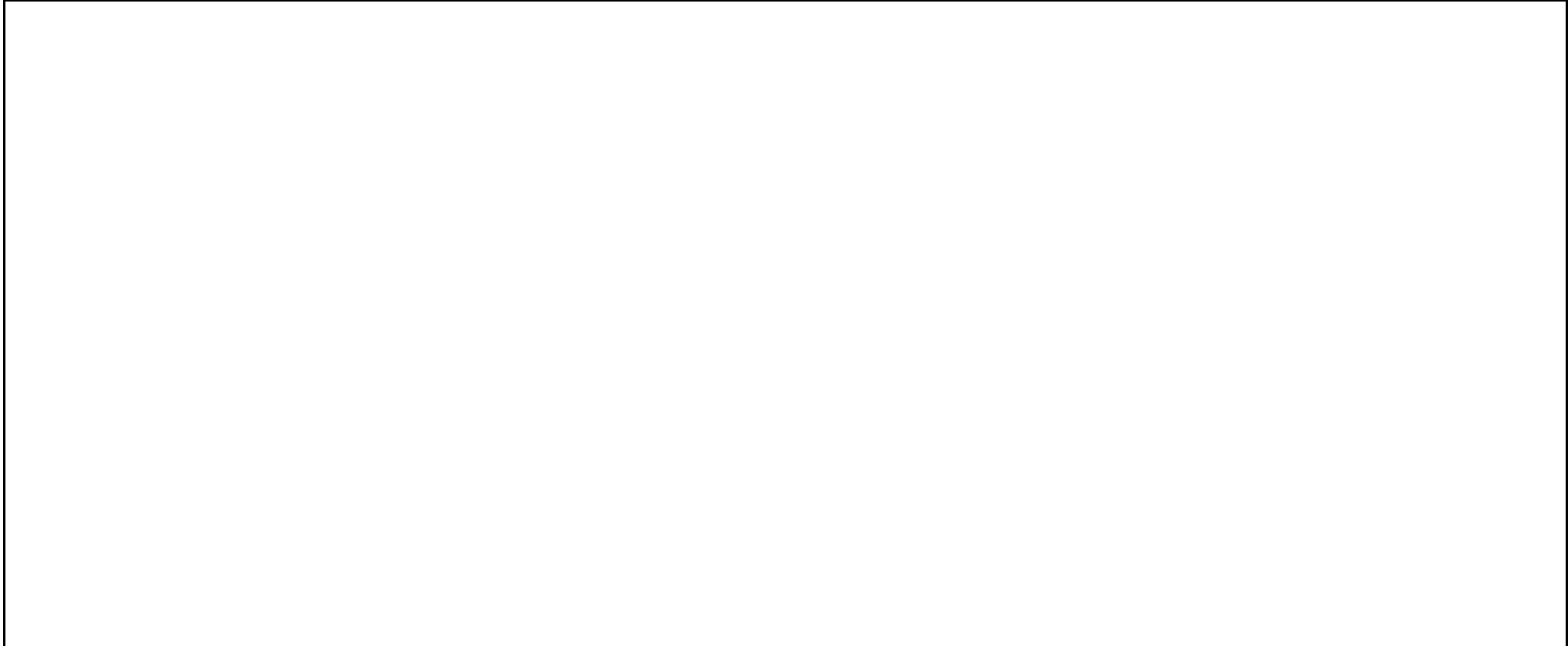
Tax District: 4000

printed: 12/26/2017

ACTIVE

6802.23

LAWW - AG



BUILDING PERMITS							
Date	Permit #	Description	Amount	Status	% Comp	Last Visit/Appr/Results	Notes

SALES/TRANSFER INFORMATION							
Grantor	Document	Date	LUC	Verif	Terms	Sales	Notes
STAR LIVING TRUST	4747575	09/25/2017	600	3NTT			
STAR LIVING TRUST	4335755	03/18/2014		3BEA			
SADRI, FRED	3758659	05/12/2009	GRZ2	3BGG			33% INTO TRUST
SADRI, FRED	2900593	08/06/2003	GRZ2	3NTT			FILE # - SPOUSE NO
NEVADA LAND &	2900592	08/06/2003	GRZ2	2MQC	4DEC	1,000,000	A INCLUDES 9 PARCELS
	2117820	07/17/1997					

#	Bld	Date	User ID	Activity Notes
2	0-0	10/12/2012	csarm	REXT LAND AND IMPROVEMENT LINES COMPLETE - LAWW IMPROVEMENT LINE DONE
3	0-0	10/26/2011	kjohn	REXT LAWW IMPROVEMENT LINE DONE 10/26/2011 BY REVIEWED-NO CHGS ON IMP
4	0-0	07/07/2010	kjohn	REXT LAWW IMPROVEMENT LINE DONE 07/07/2010 BY REVIEWED-NO CHGS ON IMP
5	0-0	10/31/2009	kjohn	REXT LAWW IMPROVEMENT LINE DONE 10/31/2009 BY REVIEWED-NO CHANGES ON
6	0-0	10/14/2008	PJO	REXT LAWW IMPROVEMENT LINE DONE 01/00/1900 BY NO CHANGES ON IMP REPORT,
7	0-0	09/15/2006	mbozm	REXT
8	0-0	08/28/2001	RLS	REXT
9	0-0	08/03/2012	csarm	AERL - PICTOMETRY REVIEW
10	0-0	10/18/2016	rlope	REXT BY CSS - 10/14/2016

Situs & Keyline Description:  
 0 PIERSON CANYON RD WASHOE COUNTY  
 SEC 5 TWP 20 RGE 23

Owner & Mailing Address:  
 STAR LIVING TRUST  
 SADRI TRUSTEE, FRED  
 PO BOX 81624  
 LAS VEGAS, NV 89180

# WASHOE COUNTY APPRAISAL RECORD 2018

APN: 084-040-02

Card 1 of 1  
 Bld. 0-0



Tax District: 4000

printed: 12/26/2017

ACTIVE

6802.23

LAWW - AG

VALUATION HISTORY								PARCEL VALUE SUMMARY		Database	Roll Year	Prior % Complete	% Complete
Roll Year	Taxable Land	Land New	Taxable Improvements	Improvement New	Total Taxable	Total Assessed	Primary Valuation	Building Level Cost	PROD				
2018 NR	9,283	0	0	0	9,283	3,249	Building Value						
2017 FV	9,804	0	0	0	9,804	3,431	Extra Feature Value						
2016 FV	9,246	0	0	0	9,246	3,236	Land Value	9,283					
2015 FV	9,032	0	0	0	9,032	3,161	Taxable Value	9,283					
2014 FV	8,066	0	0	0	8,066	2,823	Exemption	0					
2013 FV	9,910	0	0	0	9,910	3,469	<b>FLAGS</b>						
2012 FV	9,659	0	0	0	9,659	3,381	Type	Value					
2011 FV	9,427	0	0	0	9,427	3,299	Cap Code	NFM					
2010 FV	7,778	0	0	0	7,778	2,722	Eligible for Form?	NO					
2009 FV	7,470	0	0	0	7,470	2,615	Low Cap Percentage	0					
2008 FV	5,877	0	0	0	5,877	2,057	Parcel Map	0					
2007 FV	5,375	0	0	0	5,375	1,881							

BUILDING DETAILS				BUILDING FEATURES AND ADJUSTMENTS				BUILDING SUB-AREAS				BUILDING COST SUMMARY	
Code	Description	Category	Units	Code	Description	Yr Bld	Units	Cost New	Tot Lump Sum Adj				
Type										Sub Area-RCN	0		
Occupancy										% Incomplete	100		
Story/Frame										% Depreciation	.00		
Quality										\$ Dep & Inc	0		
Year Built	WAY	%Comp	Year of Addn/Remodel							Obso/Other Adj.	0		
	0	0								Sub Area DRC	0		
<b>BUILDING CHARACTERISTICS</b>										Additive DRC	0		
Category	Code	Type	%							Total DRC			
										Override	0		
										Cost Code	89502		
										<b>PROPERTY CHARACTERISTICS</b>			
										Special Prop Code	Ag Land - Current -		
										Water	None		
										Sewer	None		
										Street	None		
										<b>BUILDING NOTES</b>			
										Gross Living/Building Area	0		
										Perimeter	0		

#	Bld	Date	User ID	Activity Notes
1	0-0	10/22/2013	csarman	REXT LAWV IMPROVEMENT LINE DONE 10/22/2013 BY REVIEWED-NO CHGS ON IMP REPORT, LAND LINE DONE 10/23/2013 BY JAK

EXTRA FEATURES, ADDITIVES, AND ADJUSTMENTS																
#	Code	Description	Quality	Bld #	Length	Width	Units	Unit Price	Year Built	Roll Year	% Comp	RCN	% Good	DRC	Override Value	Notes

LAND VALUE		DOR Code	600	Neighborhood	6802.23	LAWW - AG	Land Size	627.2400	Unit Type	AC			
#	Code	Description	Zone	Units	Unit Type	Sub Type	Unit Price	Influence 1 Code	Influence 1 %	Influence 2 Code	Influence 2 %	Taxable Value	Land Notes
1	GRZ2	Grazing2	GR	627.24	AA	0	14.80					9,283	

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WFZ2546



Tax District: 4000

printed: 12/26/2017

ACTIVE

6802.23

LAWW - AG



**BUILDING PERMITS**

Date	Permit #	Description	Amount	Status	% Comp	Last Visit/Appr/Results	Notes

**SALES/TRANSFER INFORMATION**

Grantor	Document	Date	LUC	Verif	Terms	Sales	Notes
STAR LIVING TRUST	4747575	09/25/2017	600	3NTT			ORDER FROM JULY 17 2008
STAR LIVING TRUST	4630133	09/08/2016	600	3BF		5,000	
STAR LIVING TRUST	4335755	03/18/2014		3BEA			
SADRI, FRED	3758659	05/12/2009	GRZ2	3BGG			33% INTO TRUST
SADRI, FRED	2900593	08/06/2003	GRZ2	3BCT			FILE # - SPOUSE NO
NEVADA LAND &	2900592	08/06/2003	GRZ2	2MQC	4DEC	1,000,000	A INCLUDES 9 PARCELS

#	Bld	Date	User ID	Activity Notes
2	0-0	10/12/2012	csarm	REXT LAND AND IMPROVEMENT LINES COMPLETE - LAWV IMPROVEMENT LINE DONE
3	0-0	10/26/2011	kjohn	REXT LAWV IMPROVEMENT LINE DONE 10/26/2011 BY REVIEWED-NO CHGS ON IMP
4	0-0	07/07/2010	kjohn	REXT LAWV IMPROVEMENT LINE DONE 07/07/2010 BY REVIEWED-NO CHGS ON IMP
5	0-0	10/31/2009	kjohn	REXT LAWV IMPROVEMENT LINE DONE 10/31/2009 BY REVIEWED-NO CHANGES ON
6	0-0	10/14/2008	PJO	REXT LAWV IMPROVEMENT LINE DONE 01/00/1900 BY NO CHANGES ON IMP REPORT,
7	0-0	09/15/2006	mbozm	REXT
8	0-0	08/28/2001	RLS	REXT
9	0-0	08/03/2012	csarm	AERL - PICTOMETRY REVIEW
10	0-0	10/18/2016	rlope	REXT BY CSS - 10/14/2016

This information is for use by the Washoe County Assessor for assessment purposes only.

WFZ2547

Situs & Keyline Description:  
 0 STATE ROUTE 447 WASHOE COUNTY  
 NE4 S2 NW4 S2 SEC 27 TWP 21 RGE 23

Owner & Mailing Address:  
 STAR LIVING TRUST  
 SADRI TRUSTEE, FRED  
 PO BOX 81624  
 LAS VEGAS, NV 89180

**WASHOE COUNTY APPRAISAL RECORD**  
**2018**

APN: 079-150-13

Card 1 of 1  
 Bld. 0-0



Tax District: 4000

printed: 12/26/2017

ACTIVE

6802.23

LAWW - AG

VALUATION HISTORY							PARCEL VALUE SUMMARY		Database	Roll Year	Prior % Complete	% Complete
Roll Year	Taxable Land	Land New	Taxable Improvements	Improvement New	Total Taxable	Total Assessed	Primary Valuation	Building Level Cost	PROD			
2018 NR	8,288	0	0	0	8,288	2,901	Building Value					
2017 FV	8,753	0	0	0	8,753	3,064	Extra Feature Value					
2016 FV	8,254	0	0	0	8,254	2,889	Land Value	8,288				
2015 FV	8,064	0	0	0	8,064	2,822	Taxable Value	8,288				
2014 FV	7,202	0	0	0	7,202	2,521	Exemption	0			Reopen	Code:
2013 FV	8,848	0	0	0	8,848	3,097	FLAGS				Reappraisal	
2012 FV	8,624	0	0	0	8,624	3,018	Type	Value				
2011 FV	8,417	0	0	0	8,417	2,946	Cap Code	NFM				
2010 FV	6,944	0	0	0	6,944	2,430	Eligible for Form?	NO		NC / C	New Land	New Sketch
2009 FV	6,670	0	0	0	6,670	2,335	Low Cap Percentage	0				
2008 FV	5,247	0	0	0	5,247	1,836				By:		Date:
2007 FV	4,799	0	0	0	4,799	1,680						

BUILDING DETAILS				BUILDING FEATURES AND ADJUSTMENTS				BUILDING SUB-AREAS				BUILDING COST SUMMARY	
Code	Description	Category	Units	Code	Description	Yr Bld	Units	Cost New	Tot Lump Sum Adj				
Type										Sub Area-RCN	0		
Occupancy										% Incomplete	100		
Story/Frame										% Depreciation	.00		
Quality										\$ Dep & Inc	0		
Year Built	WAY	%Comp	Year of Addn/Remodel							Obso/Other Adj.	0		
	0	0								Sub Area DRC	0		
BUILDING CHARACTERISTICS										Additive DRC	0		
Category	Code	Type	%							Total DRC			
										Override	0		
										Cost Code	89502		
										PROPERTY CHARACTERISTICS			
										Special Prop Code	Ag Land - Current -		
										Water	None		
										Sewer	None		
										Street	None		
										BUILDING NOTES			
										Gross Living/Building Area	0		
										Perimeter	0		

#	Bld	Date	User ID	Activity Notes
1	0-0	10/22/2013	csarman	REXT LAWV IMPROVEMENT LINE DONE 10/22/2013 BY REVIEWED-NO CHGS ON IMP REPORT, LAND LINE DONE 10/23/2013 BY JAK

EXTRA FEATURES, ADDITIVES, AND ADJUSTMENTS																
#	Code	Description	Quality	Bld #	Length	Width	Units	Unit Price	Year Built	Roll Year	% Comp	RCN	% Good	DRC	Override Value	Notes

LAND VALUE		DOR Code	600	Neighborhood	6802.23	LAWW - AG	Land Size		560.0000	Unit Type	AC		
#	Code	Description	Zone	Units	Unit Type	Sub Type	Unit Price	Influence 1 Code	Influence 1 %	Influence 2 Code	Influence 2 %	Taxable Value	Land Notes
1	GRZ2	Grazing2	GR	560.00	AA	0	14.80					8,288	

This information is for use by the Washoe County Assessor for assessment purposes only.

WFZ2548





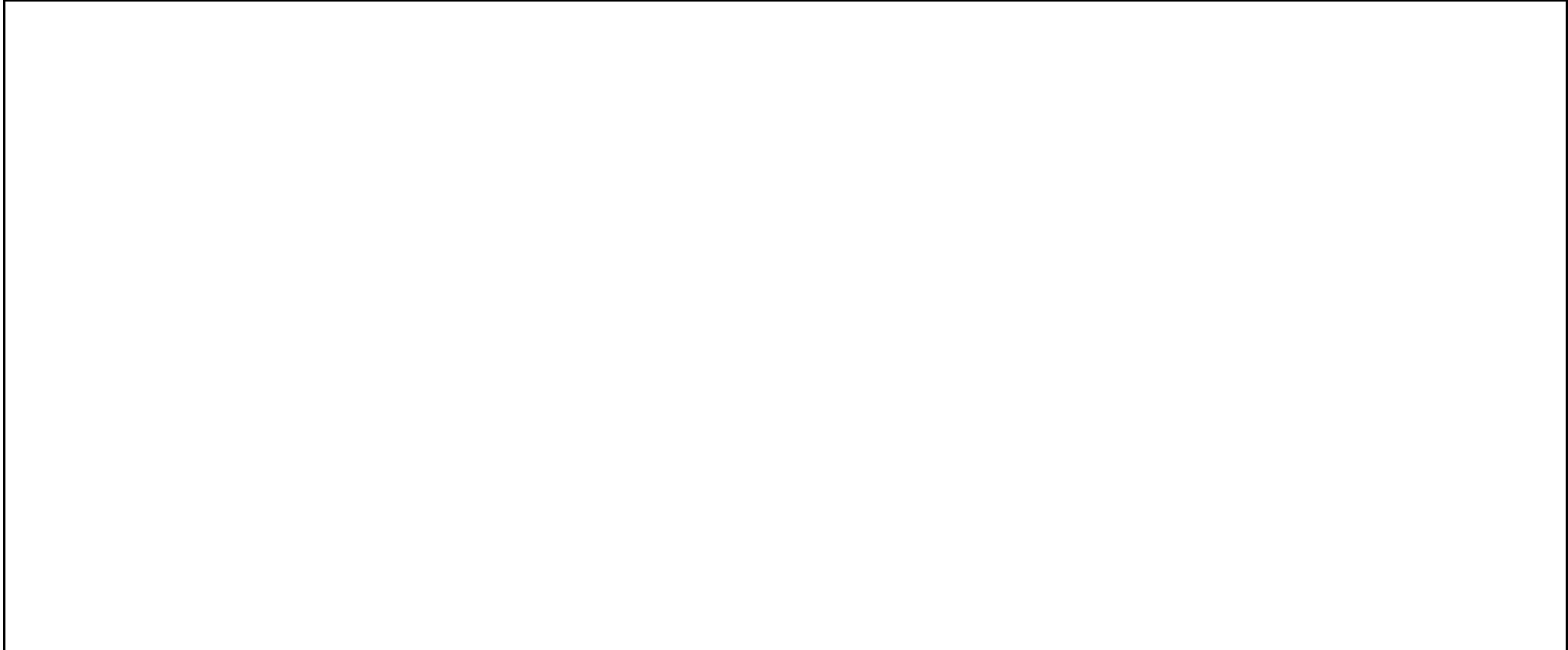
Tax District: 4000

printed: 12/26/2017

ACTIVE

6802.23

LAWW - AG



BUILDING PERMITS							
Date	Permit #	Description	Amount	Status	% Comp	Last Visit/Appr/Results	Notes

SALES/TRANSFER INFORMATION							
Grantor	Document	Date	LUC	Verif	Terms	Sales	Notes
STAR LIVING TRUST	4747575	09/25/2017	600	3NTT			
STAR LIVING TRUST	4335755	03/18/2014		3BEA			
SADRI, FRED	3758659	05/12/2009	GRZ2	3BGG			33% INTO TRUST
SADRI, FRED	2900593	08/06/2003	GRZ2	3NTT			FILE # - SPOUSE NO
NEVADA LAND &	2900592	08/06/2003	GRZ2	2MQC	4DEC	1,000,000	A INCLUDES 9 PARCELS
NEVADA LAND &	2603875	10/08/2001	GRZ2	3NTT			

#	Bld	Date	User ID	Activity Notes
2	0-0	10/12/2012	csarm	REXT LAND AND IMPROVEMENT LINES COMPLETE - LAWW IMPROVEMENT LINE DONE
3	0-0	10/26/2011	kjohn	REXT LAWW IMPROVEMENT LINE DONE 10/26/2011 BY REVIEWED-NO CHGS ON IMP
4	0-0	07/07/2010	kjohn	REXT LAWW IMPROVEMENT LINE DONE 07/07/2010 BY REVIEWED-NO CHGS ON IMP
5	0-0	10/31/2009	kjohn	REXT LAWW IMPROVEMENT LINE DONE 10/31/2009 BY REVIEWED-NO CHANGES ON
6	0-0	10/14/2008	PJO	REXT LAWW IMPROVEMENT LINE DONE 01/00/1900 BY NO CHANGES ON IMP REPORT,
7	0-0	08/25/2006	mbozm	REXT
8	0-0	08/28/2001	RLS	REXT
9	0-0	08/03/2012	csarm	AERL - PICTOMETRY REVIEW
10	0-0	10/18/2016	rlope	REXT BY CSS - 10/14/2016

Situs & Keyline Description:  
 0 STATE ROUTE 447 WASHOE COUNTY  
 SEC 31 TWP 21 RGE 23

Owner & Mailing Address:  
 STAR LIVING TRUST  
 SADRI TRUSTEE, FRED  
 PO BOX 81624  
 LAS VEGAS, NV 89180

**WASHOE COUNTY APPRAISAL RECORD**  
**2018**

APN: 079-150-10

Card 1 of 1  
 Bld. 0-0



Tax District: 4000

printed: 12/26/2017

ACTIVE

6802.23

LAWW - AG

VALUATION HISTORY							PARCEL VALUE SUMMARY		Database	Roll Year	Prior % Complete	% Complete	
Roll Year	Taxable Land	Land New	Taxable Improvements	Improvement New	Total Taxable	Total Assessed	Primary Valuation	Building Level Cost	PROD				
2018 NR	9,466	0	0	0	9,466	3,313	Building Value						
2017 FV	9,997	0	0	0	9,997	3,499	Extra Feature Value						
2016 FV	9,427	0	0	0	9,427	3,299	Land Value	9,466					
2015 FV	9,210	0	0	0	9,210	3,224	Taxable Value	9,466					
2014 FV	8,225	0	0	0	8,225	2,879	Exemption	0			Reopen	Code:	
2013 FV	10,105	0	0	0	10,105	3,537	FLAGS				Reappraisal		
2012 FV	9,850	0	0	0	9,850	3,447	Type	Value					
2011 FV	9,613	0	0	0	9,613	3,365	Cap Code	NFM			NC / C	New Land	New Sketch
2010 FV	7,931	0	0	0	7,931	2,776	Eligible for Form?	NO					
2009 FV	7,617	0	0	0	7,617	2,666	Low Cap Percentage	0					
2008 FV	5,993	0	0	0	5,993	2,098	Parcel Map	0			By:	Date:	
2007 FV	5,481	0	0	0	5,481	1,918							

BUILDING DETAILS				BUILDING FEATURES AND ADJUSTMENTS				BUILDING SUB-AREAS				BUILDING COST SUMMARY	
Code	Description	Category	Units	Code	Description	Yr Bld	Units	Cost New	Tot Lump Sum Adj				
Type									0	0			
Occupancy										Sub Area-RCN			
Story/Frame										100			
Quality										.00			
Year Built	WAY	%Comp	Year of Addn/Remodel							\$ Dep & Inc			
	0	0								0			
BUILDING CHARACTERISTICS										Obso/Other Adj.			
Category	Code	Type	%							0			
										Sub Area DRC			
										0			
										Additive DRC			
										0			
										Total DRC			
										0			
										Override			
										0			
										Cost Code			
										89502			
				Base Rate Adjustment				Adj.					
				Construction Modifiers				Adj.					
								Gross Living/Building Area				0	
								Perimeter				0	
#	Bld	Date	User ID	Activity Notes									
1	0-0	10/22/2013	csarman	REXT LAWV IMPROVEMENT LINE DONE 10/22/2013 BY REVIEWED-NO CHGS ON IMP REPORT, LAND LINE DONE 10/23/2013 BY JAK									

EXTRA FEATURES, ADDITIVES, AND ADJUSTMENTS																
#	Code	Description	Quality	Bld #	Length	Width	Units	Unit Price	Year Built	Roll Year	% Comp	RCN	% Good	DRC	Override Value	Notes

LAND VALUE	DOR Code	600	Neighborhood	6802.23	LAWW - AG	Land Size	639.5800	Unit Type	AC				
#	Code	Description	Zone	Units	Unit Type	Sub Type	Unit Price	Influence 1 Code	Influence 1 %	Influence 2 Code	Influence 2 %	Taxable Value	Land Notes
1	GRZ2	Grazing2	GR	639.58	AA	0	14.80					9,466	

This information is for use by the Washoe County Assessor for assessment purposes only.

WFZ2550



Tax District: 4000

printed: 12/26/2017

ACTIVE

6802.23

LAWW - AG



BUILDING PERMITS							
Date	Permit #	Description	Amount	Status	% Comp	Last Visit/Appr/Results	Notes

SALES/TRANSFER INFORMATION							
Grantor	Document	Date	LUC	Verif	Terms	Sales	Notes
STAR LIVING TRUST	4747575	09/25/2017	600	3NTT			ORDER FROM JULY 17 2008
STAR LIVING TRUST	4630135	09/08/2016	600	3BF		5,000	
STAR LIVING TRUST	4335755	03/18/2014		3BEA			
SADRI, FRED	3758659	05/12/2009	GRZ2	3BGG			33% INTO TRUST
SADRI, FRED	2900593	08/06/2003	GRZ2	3NTT			FILE # - SPOUSE NO
NEVADA LAND &	2900592	08/06/2003	GRZ2	2MQC	4DEC	1,000,000	A INCLUDES 9 PARCELS

#	Bld	Date	User ID	Activity Notes
2	0-0	10/12/2012	csarm	REXT LAND AND IMPROVEMENT LINES COMPLETE - LAWW IMPROVEMENT LINE DONE
3	0-0	10/26/2011	kjohn	REXT LAWW IMPROVEMENT LINE DONE 10/26/2011 BY REVIEWED-NO CHGS ON IMP
4	0-0	07/07/2010	kjohn	REXT LAWW IMPROVEMENT LINE DONE 07/07/2010 BY REVIEWED-NO CHGS ON IMP
5	0-0	10/31/2009	kjohn	REXT LAWW IMPROVEMENT LINE DONE 10/31/2009 BY REVIEWED-NO CHANGES ON
6	0-0	10/14/2008	PJO	REXT LAWW IMPROVEMENT LINE DONE 01/00/1900 BY NO CHANGES ON IMP REPORT,
7	0-0	08/25/2006	mbozm	REXT
8	0-0	08/28/2001	RLS	REXT
9	0-0	08/03/2012	csarm	AERL - PICTOMETRY REVIEW
10	0-0	10/18/2016	rlope	REXT BY CSS - 10/14/2016

Situs & Keyline Description:  
 0 STATE ROUTE 447 WASHOE COUNTY  
 FR NW4 SW2 SEC 33 TWP 21 RGE 23

Owner & Mailing Address:  
 STAR LIVING TRUST  
 SADRI TRUSTEE, FRED  
 PO BOX 81624  
 LAS VEGAS, NV 89180

# WASHOE COUNTY APPRAISAL RECORD 2018

APN: 079-150-09

Card 1 of 1  
 Bld. 0-0



Tax District: 4000

printed: 12/26/2017

ACTIVE

6802.23

LAWW - AG

VALUATION HISTORY							PARCEL VALUE SUMMARY		Database	Roll Year	Prior % Complete	% Complete
Roll Year	Taxable Land	Land New	Taxable Improvements	Improvement New	Total Taxable	Total Assessed	Primary Valuation	Building Level Cost	PROD			
2018 NR	8,288	0	0	0	8,288	2,901	Building Value					
2017 FV	8,753	0	0	0	8,753	3,064	Extra Feature Value					
2016 FV	8,254	0	0	0	8,254	2,889	Land Value	8,288				
2015 FV	8,064	0	0	0	8,064	2,822	Taxable Value	8,288				
2014 FV	7,202	0	0	0	7,202	2,521	Exemption	0			Reopen	Code:
2013 FV	8,848	0	0	0	8,848	3,097	FLAGS				Reappraisal	
2012 FV	8,624	0	0	0	8,624	3,018	Type	Value				
2011 FV	8,417	0	0	0	8,417	2,946	Cap Code	NFM				
2010 FV	6,944	0	0	0	6,944	2,430	Eligible for Form?	NO		NC / C	New Land	New Sketch
2009 FV	6,670	0	0	0	6,670	2,335	Low Cap Percentage	0				
2008 FV	5,247	0	0	0	5,247	1,836	Parcel Map	0				
2007 FV	4,799	0	0	0	4,799	1,680				By:		Date:

BUILDING DETAILS				BUILDING FEATURES AND ADJUSTMENTS				BUILDING SUB-AREAS				BUILDING COST SUMMARY	
Code	Description	Category	Units	Code	Description	Yr Bld	Units	Cost New	Tot Lump Sum Adj				
Type										Sub Area-RCN	0		
Occupancy										% Incomplete	100		
Story/Frame										% Depreciation	.00		
Quality										\$ Dep & Inc	0		
Year Built	WAY	%Comp	Year of Addn/Remodel							Obso/Other Adj.	0		
	0	0								Sub Area DRC	0		
BUILDING CHARACTERISTICS										Additive DRC	0		
Category	Code	Type	%							Total DRC			
										Override	0		
										Cost Code	89502		
										PROPERTY CHARACTERISTICS			
										Special Prop Code	Ag Land - Current -		
										Water	None		
										Sewer	None		
										Street	None		
										BUILDING NOTES			
										Gross Living/Building Area	0		
										Perimeter	0		

#	Bld	Date	User ID	Activity Notes
1	0-0	10/22/2013	csarman	REXT LAWW IMPROVEMENT LINE DONE 10/22/2013 BY REVIEWED-NO CHGS ON IMP REPORT, LAND LINE DONE 10/23/2013 BY JAK

EXTRA FEATURES, ADDITIVES, AND ADJUSTMENTS																
#	Code	Description	Quality	Bld #	Length	Width	Units	Unit Price	Year Built	Roll Year	% Comp	RCN	% Good	DRC	Override Value	Notes

LAND VALUE	DOR Code	600	Neighborhood	6802.23	LAWW - AG	Land Size	560.0000	Unit Type	AC				
#	Code	Description	Zone	Units	Unit Type	Sub Type	Unit Price	Influence 1 Code	Influence 1 %	Influence 2 Code	Influence 2 %	Taxable Value	Land Notes
1	GRZ2	Grazing2	GR	560.00	AA	0	14.80					8,288	

This information is for use by the Washoe County Assessor for assessment purposes only.

WFZ2552



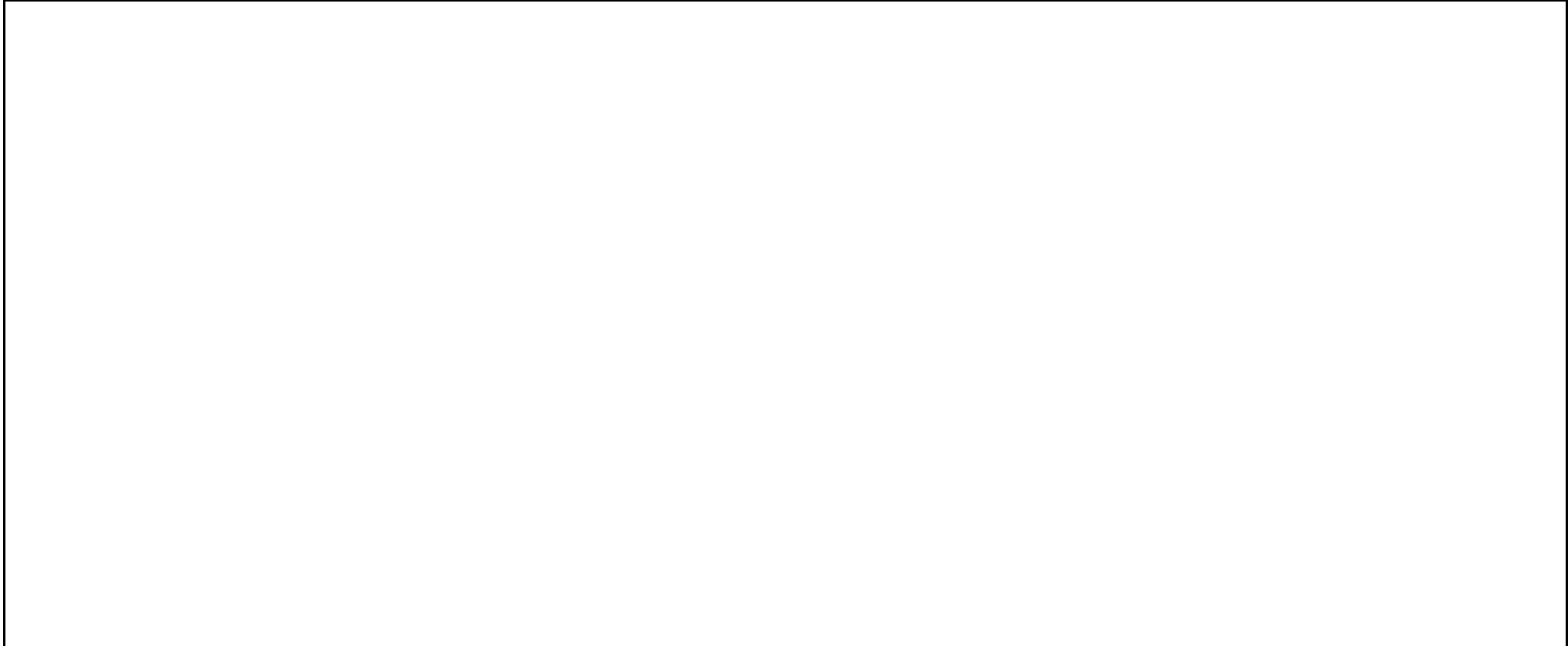
Tax District: 4000

printed: 12/26/2017

ACTIVE

6802.23

LAWW - AG



BUILDING PERMITS							
Date	Permit #	Description	Amount	Status	% Comp	Last Visit/Appr/Results	Notes

SALES/TRANSFER INFORMATION							
Grantor	Document	Date	LUC	Verif	Terms	Sales	Notes
STAR LIVING TRUST	4747575	09/25/2017	600	3NTT			
STAR LIVING TRUST	4335755	03/18/2014		3BEA			
SADRI, FRED	3758659	05/12/2009	GRZ2	3BGG			33% INTO TRUST
SADRI, FRED	2900593	08/06/2003	GRZ2	3NTT			FILE # - SPOUSE NO
NEVADA LAND &	2900592	08/06/2003	GRZ2	2MQC	4DEC	1,000,000	A INCLUDES 9 PARCELS
NEVADA LAND &	2507304	12/13/2000		3NTT			INC 079-150-09,11,13

#	Bld	Date	User ID	Activity Notes
2	0-0	10/12/2012	csarm	REXT LAND AND IMPROVEMENT LINES COMPLETE - LAWV IMPROVEMENT LINE DONE
3	0-0	10/26/2011	kjohn	REXT LAWV IMPROVEMENT LINE DONE 10/26/2011 BY REVIEWED-NO CHGS ON IMP
4	0-0	07/07/2010	kjohn	REXT LAWV IMPROVEMENT LINE DONE 07/07/2010 BY REVIEWED-NO CHGS ON IMP
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6	0-0	10/14/2008	PJO	REXT LAWV IMPROVEMENT LINE DONE 01/00/1900 BY NO CHANGES ON IMP REPORT,
7	0-0	08/25/2006	mbozm	REXT
8	0-0	09/12/2003	zzz	
9	0-0	09/05/2003	ZZZ	
10	0-0	08/28/2001	RLS	REXT

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

APN# \_\_\_\_\_

**Recording Requested by:**

Name: Wright Finlay & Zak, LLP  
Address: 7785 W. Sahara Ave., Suite 200  
City/State/Zip: Las Vegas, Nevada 89117

**When Recorded Mail to:**

Name: Wright Finlay & Zak, LLP  
Address: 7785 W. Sahara Ave., Suite 200  
City/State/Zip: Las Vegas, Nevada 89117

**Mail Tax Statement to:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

Order on Stipulation for Final  
Resolution of Litigation

**( Title of Document )**

**Please complete Affirmation Statement below:**

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the personal information of any person or persons.  
(Per NRS 239B.030)

**-OR-**

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the personal information of a person or persons as required by law:

(State specific law)

**Signature**

Yanxiong Li, Esq.

**Printed Name**

Attorney

**Title**

This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030 Section 4.

This cover page must be typed or printed in black ink.

(Additional recording fee applies)

**DOC # 4747575**

09/25/2017 02:36:29 PM

Requested By  
NATIONWIDE LEGAL NEVADA LLC  
Washoe County Recorder  
Lawrence R. Burtness - Recorder  
Fee: \$39.00 RPTT: \$0.00  
Page 1 of 23



( for Recorder's use only )

ORIGINAL

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JUL 17 2 14 PM '08

CLERK OF THE COURT

1 ORDG  
JOHN PETER LEE, LTD.  
2 JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
3 YVETTE R. FREEDMAN, ESQ.  
Nevada Bar No. 009898  
4 830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
5 (702) 382-4044 Fax: (702) 383-9950  
Attorneys for Plaintiff/Counterdefendant  
6

7 DISTRICT COURT

8 CLARK COUNTY, NEVADA

CC

9 GHOLAMREZA ZANDIAN JAZI,

CASE NO.: A511131  
DEPT. NO.: XI

10 Plaintiff,

11 v.

12 RAY KOROGHLI, individually, FARIBORZ FRED  
13 SADRI, individually, and as Trustee of the Star  
Living Trust, WENDOVER PROJECT, LLC, a  
14 Nevada limited liability company; BIG SPRING  
RANCH, LLC, a Nevada limited liability company,  
15 and NEVADA LAND AND WATER  
RESOURCES, LLC, a Nevada limited liability  
16 company.

17 Defendants.

ORDER ON STIPULATION

18 RAY KOROGHLI, individually and FARIBORZ  
19 FRED SADRI, individually,

20 Counterclaimants,

DATE: N/A  
TIME: N/A

21 v.

22 GHOLAMREZA ZANDIAN JAZI.

23 Counterdefendant.

24 WENDOVER PROJECT, LLC,

25 Counterclaimant,

26 v.

27 GHOLAMREZA ZANDIAN JAZI,

28 Counterdefendant.

JOHN PETER LEE, LTD.  
ATTORNEYS AT LAW  
830 LAS VEGAS BOULEVARD SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

RECEIVED  
JUL 17 2008  
CLERK OF THE COURT  
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JUL 17 2008  
CLERK OF THE COURT

1 GHOLAMREZA ZANDIAN JAZI,  
2 Counterclaimant,  
3 v.  
4 WENDOVER PROJECT, LLC,  
5 Counterdefendant.

6 1334.022860-JLR

7 Upon reading and filing the Stipulation for Final Resolution of Litiation and the Agreement  
8 attached, and good cause appearing, it is

9 ORDERED that the parties are to comply with the Stipulation and Agreement, and it is  
10 further

11 ORDERED that this Court will retain jurisdiction over the parties to enforce the Stipulation  
12 and Agreement.

13 Dated this 15 day of <sup>July</sup> ~~June~~, 2008.

*Elizabeth Gonzalez*  
Honorable Elizabeth Gonzalez  
District Court Judge

CC

84

16 SUBMITTED BY:  
17 JOHN PETER LEE, LTD.

18  
19 BY: *[Signature]*  
20 JOHN PETER LEE, ESQ.  
21 Nevada Bar No. 001768  
22 YVETTE R. FREEDMAN, ESQ.  
23 Nevada Bar No. 009898  
24 830 Las Vegas Boulevard South  
25 Las Vegas, Nevada 89101  
26 Ph: (702) 382-4044/Fax: (702) 383-9950  
27 Attorneys for Plaintiff/Counterdefendant  
28

CLERK OF THE COURT  
STATE OF NEVADA  
SEP 15 2017  
CLERK OF THE COURT  
*[Signature]*  
GERTIFIED COPY  
DOCUMENT ATTACHED IS A  
TRUE AND CORRECT COPY  
OF THE ORIGINAL ON FILE

JOHN PETER LEE, LTD.  
ATTORNEYS AT LAW  
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LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
Telecopier (702) 383-9950

CLERK OF THE COURT



ORIGINAL

702

1 STIP  
2 JOHN PETER LEE, LTD.  
3 JOHN PETER LEE, ESQ.  
4 Nevada Bar No. 001768  
5 YVETTE R. FREEDMAN, ESQ.  
6 Nevada Bar No. 008631  
7 830 Las Vegas Boulevard South  
8 Las Vegas, Nevada 89101  
9 (702) 382-4044 Fax: (702) 383-9950  
10 Attorneys for Plaintiff/Counterdefendant

*Cliff Allen*  
CLERK OF THE COURT

JUL 14 4 11 PM '08

FILED

DISTRICT COURT

CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDIAN JAZI, )  
10 )  
11 Plaintiff, )  
12 v. )  
13 RAY KOROGHLI, individually, FARIBORZ FRED )  
14 SADRI, individually, and as Trustee of the Star )  
15 Living Trust, WENDOVER PROJECT, LLC, a )  
16 Nevada limited liability company; BIG SPRING )  
17 RANCH, LLC, a Nevada limited liability company, )  
18 and NEVADA LAND AND WATER )  
19 RESOURCES, LLC, a Nevada limited liability )  
20 company, )  
21 Defendants.

CASE NO.: A511131  
DEPT. NO.: XI

STIPULATION FOR FINAL  
RESOLUTION OF  
LITIGATION

18 RAY KOROGHLI, individually and FARIBORZ )  
19 FRED SADRI, individually, )  
20 Counterclaimants, )  
21 v. )  
22 GHOLAMREZA ZANDIAN JAZI, )  
23 Counterdefendant.

DATE:  
TIME:

24 WENDOVER PROJECT, LLC, )  
25 Counterclaimant, )  
26 v. )  
27 GHOLAMREZA ZANDIAN JAZI, )  
28 Counterdefendant.

RECEIVED

JUL 14 2008

CLERK OF THE COURT

JOHN PETER LEE, LTD.  
ATTORNEYS AT LAW  
830 LAS VEGAS BOULEVARD SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
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830 LAS VEGAS BOULEVARD SOUTH  
LAS VEGAS, NEVADA 89101  
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Telecopier (702) 383-9950

1 GHOLAMREZA ZANDIAN JAZI,  
2 Counterclaimant,  
3 v.  
4 WENDOVER PROJECT, LLC,  
5 Counterdefendant.

6 1334.022860-JLR

7 This Stipulation is made and entered by and between the parties to this litigation acting by  
8 and through their respective undersigned counsel and, based upon the following Recitals, stipulate  
9 and agree for their clients as to the particulars and matters hereinafter set forth.

10 WHEREAS litigation was commenced in the above entitled action brought by Gholamreza  
11 Zandian Jazi and others against Fred Sadri, Ray Koroghli and others, which was referred to  
12 arbitration by agreement and the ensuing arbitration award confirmed by this Court and later  
13 appealed by the Defendants to the Supreme Court of the State of Nevada where it is presently  
14 pending as Case No. A511131; and

15 WHEREAS these parties have negotiated a settlement of all of the issues presented in the  
16 litigation and appeal and other issues subsidiary to the litigated items and have reached a resolution  
17 and have reduced the settlement to a written Agreement to be read and approved by this Court and  
18 the parties ordered to comply with the provisions thereof, with the Court to retain jurisdiction for the  
19 purpose of enforcing said Agreement, a copy of which is attached hereto as Exhibit "1."

20 NOW, based upon these Recitals, the parties agree as follows:

21 1. That all claims by any party against the other on account of any matters arising from  
22 their business relationships which are the subject of this litigation and appeal are released, discharged  
23 and satisfied save and except for the continuing obligations and matters set forth in the Agreement,  
24 a copy of which is attached to this Stipulation and incorporated herein by this reference.

25 2. The parties, and each of them, are to be ordered by the above entitled Court to comply  
26 with the provisions of the Agreement in all respects. The Court shall retain jurisdiction of this matter  
27 for the purpose of enforcing the Agreement upon proper application of any of the parties hereto.

28

JOHN PETER LEE, LTD.

ATTORNEYS AT LAW

830 LAS VEGAS BOULEVARD SOUTH

LAS VEGAS, NEVADA 89101

Telephone (702) 382-4044

Telecopier (702) 383-9950

1           3.       It is to be further ordered by the Court that the four Lis Pendens heretofore recorded  
2 will be ordered released and discharged and of no further force and effect as of the date of the  
3 signing of the Court's order.

4           4.       All bonds by any party shall be released by the Court's order.

5           5.       When all of the executory provisions of the Stipulation have been met and discharged,  
6 any party may apply for final dismissal of this action with prejudice provided, however, that no party  
7 may revive or relitigate any of the issues, the subject of these proceedings now, the arbitration or  
8 the subject of the appeal to the Supreme Court of Nevada. All such issues are determined, settled,  
9 resolved and dispensed with.

10           DATED this \_\_\_\_ day of June, 2008.

11           JOHN PETER LEE, LTD.

12           BY: 

13           JOHN PETER LEE, ESQ.

14           Nevada Bar No. 001768

15           YVETTE R. FREEDMAN, ESQ.

16           Nevada Bar No. 009898

17           830 Las Vegas Boulevard South

18           Las Vegas, Nevada 89101

19           (702) 382-4044/ Fax (702) 383-9950

20           COHEN, JOHNSON & DAY

21           BY:  6-24-08

22           Steven L. Day, Esq.

23           Nevada Bar No. 003708

24           1060 West Wigwam Parkway

25           Henderson, Nevada 89074

26           GHOLAMREZA ZANDIAN JAZI

27             
28           RAY KOROGHLI, individually

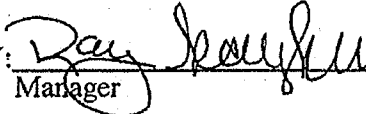
  
FARIBORZ FRED SADRI, individually, and as  
Trustee of the Star Living Trust

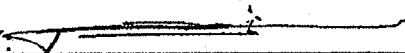
JOHN PETER LEE, LTD.  
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LAS VEGAS, NEVADA 89101  
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WENDOVER PROJECT, LLC

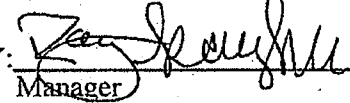
BY:   
Manager

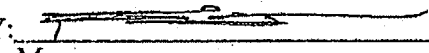
BY:   
Manager

BY:   
Manager

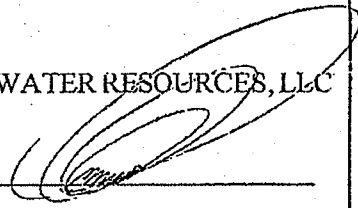
BIG SPRING RANCH, LLC

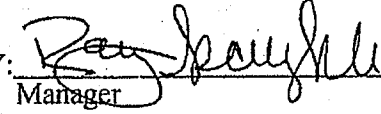
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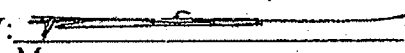
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NEVADA LAND AND WATER RESOURCES, LLC

BY:   
Manager

BY:   
Manager

BY:   
Manager



SETTLEMENT AND MUTUAL RELEASE AGREEMENT

This Agreement is made and entered into this 17<sup>th</sup> day of June, 2008, "effective date" by and between Reza Zandian ("Zandian"), Fred Sadri individually and as trustee of Star Living Trust ("Sadri") and Ray Koroghli ("Koroghli") individually and as Members and Managing Members of Wendover Project, LLC, Nevada Land & Water Resources, LLC and Big Spring Ranch, LLC.

**1. RECITALS**

1.1 WHEREAS Sadri is joined in this Agreement in his individual capacity and as Trustee of the Star Living Trust ("Trust") and

1.2 The use of the name "Sadri" shall reflect his agreement individually to the terms and provisions of this Agreement, and also his agreement to these terms and provisions as a Trustee of the Star Living trust without repetition of that fact through the body of this Agreement.

1.3 WHEREAS Zandian, Sadri and Koroghli are or have been Managing Members of Wendover Project, LLC ("Wendover"), Nevada Land and Water Resources, LLC ("Nevada Land") and Big Spring Ranch, LLC ("Big Spring"), jointly LLC's and this Agreement binds the individual parties and the LLC's identified; and

1.4 WHEREAS all of the above are limited liability companies formed in and doing business in the State of Nevada; and

1.5 WHEREAS each individual party to this Agreement is married, and each individual party will indemnify each and every other party on account of any causes of actions,

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claims or demands made by their respective spouses on account of any of the matters contained in this Agreement and hold each of them harmless therefrom; and

1.6 WHEREAS Zandian has been denied access to the books and financial affairs of the LLC's and the nature and extent of the assets of each of the LLC's since May, 2004, and accordingly has no information concerning the admission of members, the sale of assets of the LLC's, the debts incurred or any financial information whatsoever, all of which is within the knowledge and control of Sadri and Koroghli, but which information will be revealed to Zandian as herein provided; and

1.7 WHEREAS litigation was commenced by Zandian on the 10th day of October, 2005 as Plaintiff who brought suit in the Nevada Eighth Judicial District, Clark County Nevada, against Sadri and Koroghli and the LLC's named herein as Case No. A511131, which litigation resulted in a Judgment in Zandian's favor entered on the 8th day of June, 2007, which Judgment has been appealed and cross-appealed and is presently pending in the Supreme Court of Nevada as Case No. 49924 (jointly "Litigation"); and

1.8 WHEREAS the parties intend that they will, in writing, acknowledge Zandian as a Managing Manager in good standing in each of the LLC's referred to in these Recitals with equal voting rights as Sadri and Koroghli and same rights and benefits he had before May 2004 granted by Operating Agreement of ("Wendover") and (Big Spring Ranch); and

1.9 WHEREAS the parties hereto have a dispute as to the control and ownership of the LLC's identified in Section 1.3 as well as other properties held by them as tenants in common. It is the intention of the parties to this agreement to resolve all outstanding disputes

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between and amongst them that exist as of the date of this Settlement Agreement and Mutual Release. This Agreement is intended as a full and complete compromise of the various disputes between the parties hereto and should serve as a complete resolution thereof.

**2. TERMS OF AGREEMENT**

The parties hereby agree to the following terms and agree to perform any and all acts necessary, including signing necessary documents, to implement the following agreements:

**2.1 Wendover Project, LLC**

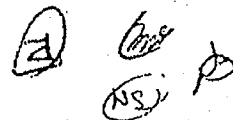
2.1.1 The Wendover Operating Agreement dated December 26, 2003 and signed on December 28, 2003, shall remain in full force and effect except as set forth in this Settlement Agreement and Mutual Release;

2.1.2 The acquisition price of the property presently held by Wendover Project, LLC ("Wendover"), shall be reduced by \$3 million to \$12 million, which reflects a withdrawal of the credit given to Zandian for the delivery of the Damen Shipyard stock. Sadri and Koroghli and ("Wendover") disavow any claim to that stock, and Zandian shall be free to pursue that stock from Pico Holdings;

2.1.3 The parties agree that only the Wendover's sale of +/- 32 acres to Peppermill Hotel & Casino is recognized, acknowledged and shall be given full force and effect;

2.1.4 Zandian, Sadri and Koroghli are and hereinafter shall be the managing members of Wendover. In that regard, the Wendover operating agreement shall be amended to require that any decision shall be made with advance written notice being given to all three managing members and a vote of two out of the three managing members being binding, each managing member shall have equal voting power. Any amendment to the Operating Agreement shall require a unanimous vote of all three managers;

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2.1.5 Zandian, Sadri and Koroghli, as managing members, shall each receive one-third (1/3) of the six percent (6%) brokerage fee, which would otherwise be received by Network Realty for any future sales or lease from the Wendover, LLC, excluding the prior sale to Peppermill.

2.1.6 Zandian, Koroghli and Sadri are and will hereinafter be deemed the managing members of Wendover Project LLC, with the right for each to receive one-third (1/3) of fifty percent (50%) of the net profit received from the sale, lease or development of any Wendover Project, LLC property. The net profit shall be calculated as follows:

- a. First priority is the repayment of all members' interests on a pro-rata basis, without interest;
- b. Second priority is repayment of closing costs, property taxes and development expenses related to ("Wendover"), including brokerage commissions;
- c. This will yield the net profit, Fifty Percent (50%) of which shall be distributed to all members, pro-rata on the amount of their investment, and the remaining Fifty Percent (50%) shall be distributed to Zandian, Koroghli and Sadri equally, one-third (1/3) each.

2.1.7 Zandian, Koroghli and Sadri Agreed that since all of ("Wendover") Members benefited from the reduction of ("Wendover") property acquisition costs, all legal fees paid or to be paid related to defend the above Litigation specified in Recital 1.7 shall be paid by Wendover Project LLC to the defense attorneys.

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## 2.2 Big Springs Ranch, LLC

2.2.1 Zandian, Sadri and Koroghli are and hereinafter shall be the managing members of Big Spring Ranch LLC. In that regard, Big Spring Ranch LLC operating agreement of December 26, 2003 and signed on December 28, 2003 shall be amended to require that any decision shall be made with advance written notice being given to all three managing members and a vote of two out of the three managing members being binding, each managing member shall have equal voting power. Any amendment to the Operating Agreement shall require a unanimous vote of all three managing members;

2.2.2 Proceeds from the sale, lease or other disposition of Big Springs Ranch property or assets shall be as follows:

- a. First priority is repayment of total purchase amount of Two Million Eight Hundred Thousand and 00/100 Cents (\$2,800,000) to be paid to contributors Sadri and Koroghli, Nine Hundred Thousand Dollars and 00/100 Cents (\$900,000) each without interest and other member, One Million Dollars and 00/100 Cents (\$1,000,000) without interest according to their initial investment;
- b. Second priority is to the payment of all property taxes, closing costs or development expenses related to Big Spring Ranch paid by Sadri and/or Koroghli, less any rent collected;
- c. The balance of any proceeds "net profit" shall be paid to Sadri and Zandian equally or Twenty-Six and Sixty Six percent 26.66% each; and to Koroghli Twenty Five Percent (25%); and to other member Twenty Percent (20%) per Unanimous Agreement of all three Managing Members

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signed and agreed with other member dated December 28, 2003 (Mr. Abrishami 20%, Mr. Sadri 26.666%, Mr. Zandian 26.666% and Mr. Koroghli 26.666%) further personal concession of Mr. Koroghli to other member One and Sixty Six Percent (1.66%) which brings the members interest to Twenty One and Sixty Six Percent (21.66%).

**2.3 The Sparks 320 acres**

2.3.1 320 acres of the property presently in Big Springs Ranch, LLC, APN 076-100-19 Washoe County shall be transferred to Zandian, Sadri and Koroghli as tenants in common in equal shares Thirty Three and One Third (33.33%) each;

2.3.2 The proceeds from the sale, lease or other disposition of the Sparks 320 acres shall be as follows:

1. First priority is to repayment of the initial investment of Forty Seven Thousand Five Hundred Dollars and 00/100 Cents (\$47,500) each to Koroghli and Sadri, without interest;
2. Second priority shall be to payment of property taxes, closing costs or any development expenses related to 320 acres paid by Sadri and/or Koroghli without interest;
3. The remaining proceeds shall be distributed equally one-third (1/3) each to Zandian, Koroghli and Sadri.

**2.4 The Pah Rah Property**

2.4.1 The property generally known to the parties as the Pah Rah Property, consisting of 4,485.76 acres in Washoe County with APN Nos. 079-150-09; 079-150-10; 079-150-13;

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084-040-02; 084-040-04; 084-040-06; 084-040-10; 084-130-07 and 084-140-17 is and shall remain owned by Zandian, Sadri and Koroghli equally as tenants in common.

2.4.2 On or before August 6, 2008, Koroghli shall pay Sadri the amount of Four Hundred Thousand Dollars and 00/100 Cents (\$400,000.00).

2.4.3 The proceeds from any sale of the Pah Rah Property shall be as follows:

- a. First priority is to pay Six Hundred Sixty Six Thousand Six Hundred Sixty Six Dollars and 67/100 Cents (\$666,666.67) to Sadri without interest and Three Hundred Thirty Three Thousand Three Hundred Thirty Three Dollars and 33/100 Cents (\$333,333.33) paid to Koroghli without interest;
- b. Second priority is repayment of any property taxes, closing costs, development costs or expenses (excluding foreclosure costs) paid by Sadri and/or Koroghli or to be paid by mutual unanimous agreement without interest;
- c. The remaining proceeds shall be distributed Thirty Two and One Half Percent (32.5%) to Zandian, Thirty Five Percent (35%) to Sadri and Thirty Two and One Half Percent (32.5%) to Koroghli.

2.4.4 The Promissory Note of August 3, 2003, in the amount of +/- \$333,956 by Zandian to Sadri and related deed of trust shall be and is hereby cancelled, void and satisfied in full.

2.5 The bond of \$250,000.00 posted by ("Wendover") in the Litigation shall be released and that amount paid to Zandian's attorney John Peter Lee, Ltd. on or before June 24, 2008 as full and complete satisfaction of the judgment and all legal costs owed by Zandian to John Peter Lee, Ltd. in all cases. Zandian shall therefore record a satisfaction of judgment.

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2.6 .Zandian has recorded a lis pendens against all properties identified in this Settlement Agreement and shall file a release of lis pendens against all said properties.

2.7 Zandian shall dismiss the Litigation with prejudice.

2.8 Sadri and Koroghli shall within 30 days of this Agreement but not later than July 31, 2008 provide to Zandian the following documentation relating to Wendover Project, LLC and Big Springs Ranch, LLC:

1. Profit, loss and balance sheet after May, 2004 to present;
2. Any written contracts for each under which any asset of the LLC is subject to sale or encumbrance;
3. Records reflecting all income and disbursements from any bank, including Bank of America and/or First National Bank, including the proceeds of the Peppermill sale and rent or lease payments;
4. An acknowledgement by Sadri and Koroghli that each of the aforementioned documents is true and correct of what it purports to be;
5. all records to be provided above shall be given to each individual party to this Agreement and shall be reviewed by each of them and must be approved, confirmed and accepted by majority of two of three Managing Members parties hereto;
6. Sadri and Koroghli shall amend the list of Members and must file the new list with Secretary of State and introduce Zandian's name and shall introduce Zandian's signature to the Banks.

2.9 Subject to the obligations set forth in this Settlement Agreement and Mutual Release, Sadri, Koroghli and Zandian hereby release each other, their past and present

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employees, agents, insurers, attorneys, corporations and any other representatives from any and all claims, demands, debts, liabilities, damages, causes of action of whatever kind or nature, which are known or unknown as of the date of this Settlement Agreement and Mutual Release.

**3. ATTORNEYS= FEES**

If any legal action or other proceeding is brought by any of the parties hereto to enforce this Settlement Agreement or to recover damages or equitable relief for a breach or threatened breach thereof, the prevailing party shall recover its costs, expert witness fees, consulting fees and reasonable attorneys= fees incurred in such action or proceeding, which amount shall be determined by the Court and not a jury.

**4. ENTIRE AGREEMENT**

All prior or contemporaneous understandings or agreements between the parties are merged into this Settlement Agreement, and it alone expresses the agreement of the parties. This Settlement Agreement may be modified only in writing, signed by all the parties hereto, and no term or provision may be waived except by such writing. There are no other agreements or representations, express or implied, either oral or in writing, between the parties concerning the subject matter of this Settlement Agreement, except as specifically set forth in this Settlement Agreement. The parties have been represented by counsel in connection with the preparation of this Settlement Agreement.

**5. APPLICABLE LAW**

This Settlement Agreement was drafted through the joint efforts of the parties through counsel, and shall not be read for or against any party to this Agreement on that account. This Settlement Agreement is intended to be enforced according to its written terms under the laws of the State of Nevada. There are no promises, or agreements or expectations of the parties unless otherwise

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*[Handwritten signatures]*

stated in this Settlement Agreement. Venue for any action should be exclusively in the State of Nevada and Nevada Eighth Judicial District, Clark County Nevada.

**When fully executed, this Agreement, by stipulation shall be presented to the District Court, Clark County, Nevada which entered a judgment in this matter described in this Agreement. The Stipulation shall request that the court approve the terms and conditions of this Agreement and order the parties to comply with the terms and provisions thereof, and in order to do so retain jurisdiction over the cause and the parties in Case No. A511131 entitled Zandian et al. v. Sadri & Koroghli , et al.**

**6. BENEFIT**

This Settlement Agreement shall be binding upon and inure to the benefit of the parties, and each of them, their successors, assigns, personal representatives, agents, employees, directors, officers and servants; Sadri and Koroghli Agreed that Zandian may transfer his rights to his own family trust.

**7. COUNTERPARTS**

This Agreement may be executed in any number of counterparts and each counterpart executed by any of the undersigned together with all other counterparts so executed shall constitute a single instrument and agreement of the undersigned. Facsimile copies hereof and facsimile signatures hereon shall have the same force and effect as originals.

**8. MUTUAL WARRANTIES**

Each party to this Settlement Agreement warrants and represents to the other that they have not assigned or transferred to any person not a party hereto any claim or other released matter, or any part or portion thereof, and that each party has the authority to sign this Settlement

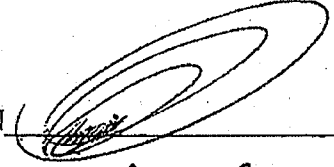

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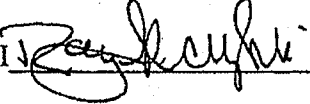

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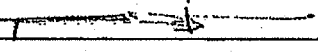
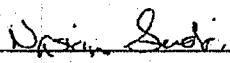
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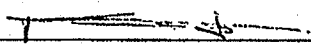
Agreement, and each individual executing this Settlement Agreement on behalf of any entity or person specifically warrants that he or she has the authority to sign this Settlement Agreement; If any term of this Agreement or the application of any term of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, all provisions, covenants and conditions of this Agreement, and all of its applications, not held invalid, void or unenforceable, shall continue in full force and effect and shall not be affected, impaired or invalidated in any way.

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement on the day and year first written above.


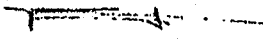
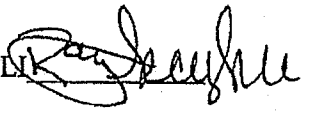
REZA ZANDIAN  WIFE 

RAY KOROGHLI  WIFE 

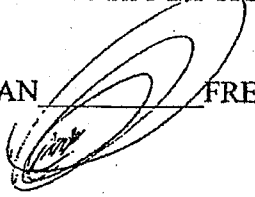
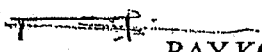
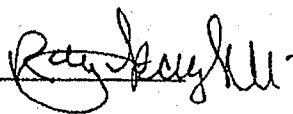
FRED SADRI  WIFE 

STAR LIVING TRUST  "TRUSTEE"

WENDOVER PROJECT LLC BY ITS MANAGING MEMBERS:

REZA ZANDIAN  FRED SADRI  RAY KOROGHLI 

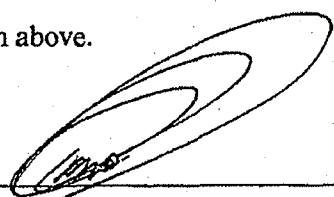
BIG SPRING RANCH LLC BY ITS MANAGING MEMBERS:

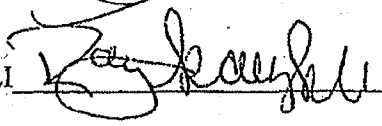
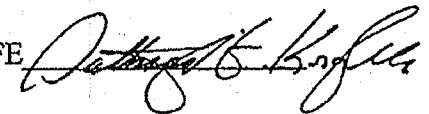
REZA ZANDIAN  FRED SADRI  RAY KOROGHLI 



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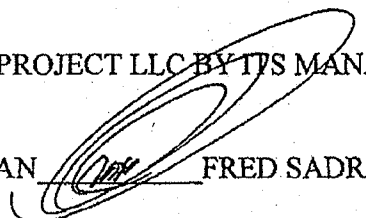
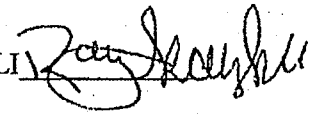
REZA ZANDIAN  WIFE \_\_\_\_\_

RAY KOROGHLI  WIFE 

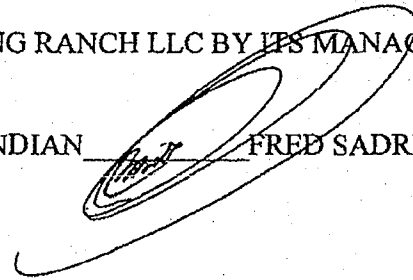
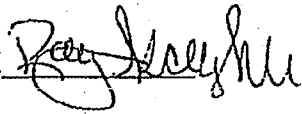
FRED SADRI \_\_\_\_\_ WIFE \_\_\_\_\_

STAR LIVING TRUST \_\_\_\_\_ "TRUSTEE"

WENDOVER PROJECT LLC BY ITS MANAGING MEMBERS:

REZA ZANDIAN  FRED SADRI \_\_\_\_\_ RAY KOROGHLI 

BIG SPRING RANCH LLC BY ITS MANAGING MEMBERS:

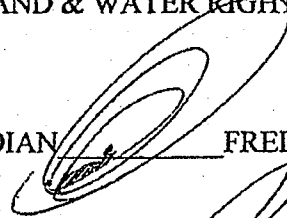
REZA ZANDIAN  FRED SADRI \_\_\_\_\_ RAY KOROGHLI 

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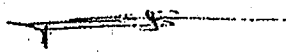


NEVADA LAND & WATER RIGHTS LLC BY ITS MANAGING MEMBERS:

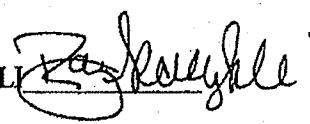
REZA ZANDIAN



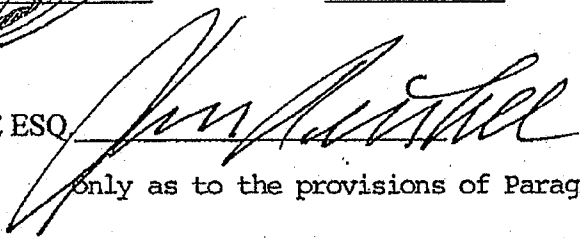
FRED SADRI



RAY KOROGHLI



JOHN PETER LEE ESQ



only as to the provisions of Paragraph 2.5 above

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NOTICES

Pursuant to this Settlement Agreement dated June 17, 2008, all notices are to be sent to the following mailing addresses via certified mail:

To: Mr. Fred Sadri & Star Living Trust  
2827 South Monte Cristo Way  
Las Vegas, NV 89117

To: Mr. Reza Zandian  
8775 Coasta Verde Blvd., No. 501  
San Diego, CA 92122

To: Mr. Ray Koroghli  
3055 Via Sarafina Drive  
Henderson, NV 89052

ACKNOWLEDGED BY:

FRED SADRI



Date

6/19/08

REZA ZANDIAN

Date



RAY KOROGHLI

Date

6-19-08



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Las Vegas, NV 89117

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San Diego, CA 92122

To: Mr. Ray Koroghli  
3055 Via Sarafina Drive  
Henderson, NV 89052

ACKNOWLEDGED BY:

  
FRED SADRI

JUNE 29 2008  
Date

  
REZA ZANDIAN

6/19/08  
Date

  
RAY KOROGHLI

6-19-08  
Date

GERTIFIED COPY  
DOCUMENT ATTACHED IS A  
TRUE AND CORRECT COPY  
OF THE ORIGINAL ON FILE

  
CLERK OF THE COURT

SEP 15 2017



20090720-0003600

Fee: \$35.00 RPTT: \$0.00

N/C Fee: \$25.00

07/20/2009 14:05:57

T20090250227

Requestor:

FIRST AMERICAN TITLE HOWARD

Debbie Conway SUO

Clark County Recorder Pgs: 22

**RECORDING REQUESTED BY**  
First American Title Insurance Company  
National Commercial Services

**AND WHEN RECORDED MAIL DOCUMENT  
AND TAX STATEMENT TO:**  
**Ray Koroghli**  
**2711 W. Windmill Lane**  
**Las Vegas, NV 89123**

Space Above This Line for Recorder's Use Only

A.P.N.: 191-01-222-005

File No.:402907-HHLV

Document Title

Stipulation for Final Resolution of Litigation

SEPARATE PAGE PURSUANT TO GOVT CODE 27361.6

ORIGINAL

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 2 JOHN PETER LEE, LTD.  
 JOHN PETER LEE, ESQ.  
 Nevada Bar No. 001768  
 3 YVETTE R. FREEDMAN, 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

*Chaf*  
 CLERK OF THE COURT

JUL 14 4 11 PM '08

FILED

DISTRICT COURT  
 CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDIAN JAZI,

CASE NO.: A511131  
 DEPT. NO.: XI

10 Plaintiff,

11 v.

12 RAY KOROGHLI, individually, FARIBORZ FRED)  
 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,

**STIPULATION FOR FINAL  
 RESOLUTION OF  
 LITIGATION**

16 Defendants.

18 RAY KOROGHLI, individually and FARIBORZ  
 FRED SADRI, individually,

19 Counterclaimants,

DATE:  
 TIME:

20 v.

21 GHOLAMREZA ZANDIAN JAZI,

22 Counterdefendant.

24 WENDOVER PROJECT, LLC,

25 Counterclaimant,

26 v.

27 GHOLAMREZA ZANDIAN JAZI,

28 Counterdefendant.

RECEIVED

JUL 14 2008

CLERK OF THE COURT

JOHN PETER LEE, LTD.  
 ATTORNEYS AT LAW  
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 Telecopier (702) 383-9950

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1 GHOLAMREZA ZANDIAN JAZI, )  
2 Counterclaimant, )  
3 v. )  
4 WENDOVER PROJECT, LLC, )  
5 Counterdefendant. )

6 1334.022860-JLR

7 This Stipulation is made and entered by and between the parties to this litigation acting by  
8 and through their respective undersigned counsel and, based upon the following Recitals, stipulate  
9 and agree for their clients as to the particulars and matters hereinafter set forth.

10 WHEREAS litigation was commenced in the above entitled action brought by Gholamreza  
11 Zandian Jazi and others against Fred Sadri, Ray Koroghli and others, which was referred to  
12 arbitration by agreement and the ensuing arbitration award confirmed by this Court and later  
13 appealed by the Defendants to the Supreme Court of the State of Nevada where it is presently  
14 pending as Case No. A511131; and

15 WHEREAS these parties have negotiated a settlement of all of the issues presented in the  
16 litigation and appeal and other issues subsidiary to the litigated items and have reached a resolution  
17 and have reduced the settlement to a written Agreement to be read and approved by this Court and  
18 the parties ordered to comply with the provisions thereof, with the Court to retain jurisdiction for the  
19 purpose of enforcing said Agreement, a copy of which is attached hereto as Exhibit "1."

20 NOW, based upon these Recitals, the parties agree as follows:

21 1. That all claims by any party against the other on account of any matters arising from  
22 their business relationships which are the subject of this litigation and appeal are released, discharged  
23 and satisfied save and except for the continuing obligations and matters set forth in the Agreement,  
24 a copy of which is attached to this Stipulation and incorporated herein by this reference.

25 2. The parties, and each of them, are to be ordered by the above entitled Court to comply  
26 with the provisions of the Agreement in all respects. The Court shall retain jurisdiction of this matter  
27 for the purpose of enforcing the Agreement upon proper application of any of the parties hereto.  
28

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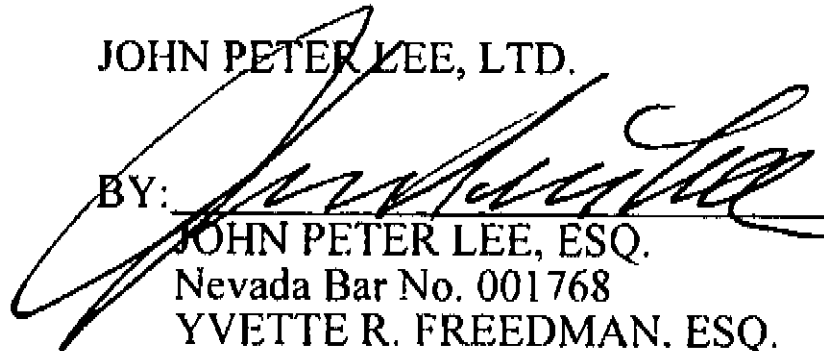
3. It is to be further ordered by the Court that the four Lis Pendens heretofore recorded will be ordered released and discharged and of no further force and effect as of the date of the signing of the Court's order.

4. All bonds by any party shall be released by the Court's order.

5. When all of the executory provisions of the Stipulation have been met and discharged, any party may apply for final dismissal of this action with prejudice provided, however, that no party may revive or relitigate any of the issues, the subject of these proceedings now, the arbitration or the subject of the appeal to the Supreme Court of Nevada. All such issues are determined, settled, resolved and dispensed with.

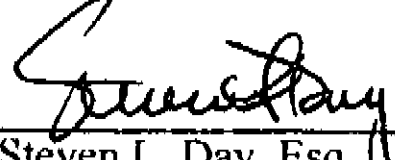
DATED this \_\_\_ day of June, 2008.

JOHN PETER LEE, LTD.

BY: 


JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
YVETTE R. FREEDMAN, ESQ.  
Nevada Bar No. 009898  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
(702) 382-4044/ Fax (702) 383-9950


COHEN, JOHNSON & DAY

BY:  6-24-08

Steven L. Day, Esq.  
Nevada Bar No. 003708  
1060 West Wigwam Parkway  
Henderson, Nevada 89074

GHOLAMREZA ZANDIAN JAZI

  
RAY KOROGHLI, individually

  
FARIBORZ FRED SADRI, individually, and as  
Trustee of the Star Living Trust

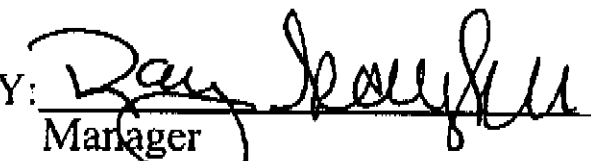



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WENDOVER PROJECT, LLC

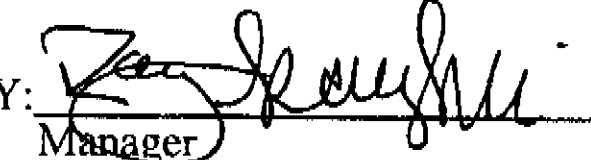
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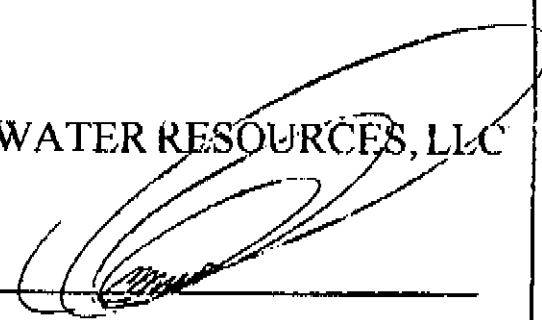
BIG SPRING RANCH, LLC

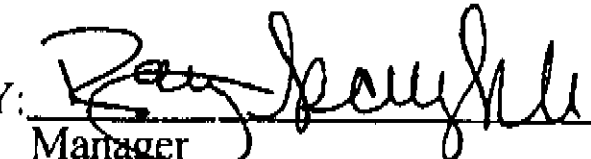
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NEVADA LAND AND WATER RESOURCES, LLC

BY:   
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Manager

BY:   
\_\_\_\_\_  
Manager


BY:   
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Manager

EXHIBIT 1

WFZ2582

SETTLEMENT AND MUTUAL RELEASE AGREEMENT

This Agreement is made and entered into this 17<sup>th</sup> day of June, 2008, "effective date" by and between Reza Zandian ("Zandian"), Fred Sadri individually and as trustee of Star Living Trust ("Sadri") and Ray Koroghli ("Koroghli") individually and as Members and Managing Members of Wendover Project, LLC, Nevada Land & Water Resources, LLC and Big Spring Ranch, LLC.

**1. RECITALS**

1.1 WHEREAS Sadri is joined in this Agreement in his individual capacity and as Trustee of the Star Living Trust ("Trust") and

1.2 The use of the name "Sadri" shall reflect his agreement individually to the terms and provisions of this Agreement, and also his agreement to these terms and provisions as a Trustee of the Star Living trust without repetition of that fact through the body of this Agreement.

1.3 WHEREAS Zandian, Sadri and Koroghli are or have been Managing Members of Wendover Project, LLC ("Wendover"), Nevada Land and Water Resources, LLC ("Nevada Land") and Big Spring Ranch, LLC ("Big Spring"), jointly LLC's and this Agreement binds the individual parties and the LLC's identified; and

1.4 WHEREAS all of the above are limited liability companies formed in and doing business in the State of Nevada; and

1.5 WHEREAS each individual party to this Agreement is married, and each individual party will indemnify each and every other party on account of any causes of actions,

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*(Handwritten initials and marks)*

claims or demands made by their respective spouses on account of any of the matters contained in this Agreement and hold each of them harmless therefrom; and

1.6 WHEREAS Zandian has been denied access to the books and financial affairs of the LLC's and the nature and extent of the assets of each of the LLC's since May, 2004, and accordingly has no information concerning the admission of members, the sale of assets of the LLC's, the debts incurred or any financial information whatsoever, all of which is within the knowledge and control of Sadri and Koroghli, but which information will be revealed to Zandian as herein provided; and

1.7 WHEREAS litigation was commenced by Zandian on the 10th day of October, 2005 as Plaintiff who brought suit in the Nevada Eighth Judicial District, Clark County Nevada, against Sadri and Koroghli and the LLC's named herein as Case No. A511131, which litigation resulted in a Judgment in Zandian's favor entered on the 8th day of June, 2007, which Judgment has been appealed and cross-appealed and is presently pending in the Supreme Court of Nevada as Case No. 49924 (jointly "Litigation"); and

1.8 WHEREAS the parties intend that they will, in writing, acknowledge Zandian as a Managing Manager in good standing in each of the LLC's referred to in these Recitals with equal voting rights as Sadri and Koroghli and same rights and benefits he had before May 2004 granted by Operating Agreement of ("Wendover") and (Big Spring Ranch"); and

1.9 WHEREAS the parties hereto have a dispute as to the control and ownership of the LLC's identified in Section 1.3 as well as other properties held by them as tenants in common. It is the intention of the parties to this agreement to resolve all outstanding disputes

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between and amongst them that exist as of the date of this Settlement Agreement and Mutual Release. This Agreement is intended as a full and complete compromise of the various disputes between the parties hereto and should serve as a complete resolution thereof.

**2. TERMS OF AGREEMENT**

The parties hereby agree to the following terms and agree to perform any and all acts necessary, including signing necessary documents, to implement the following agreements:

**2.1 Wendover Project, LLC**

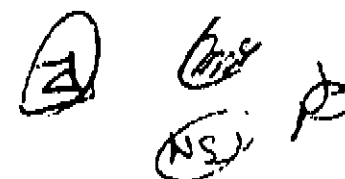
2.1.1 The Wendover Operating Agreement dated December 26, 2003 and signed on December 28, 2003, shall remain in full force and effect except as set forth in this Settlement Agreement and Mutual Release;

2.1.2 The acquisition price of the property presently held by Wendover Project, LLC ("Wendover"), shall be reduced by \$3 million to \$12 million, which reflects a withdrawal of the credit given to Zandian for the delivery of the Damen Shipyard stock. Sadri and Koroghli and ("Wendover") disavow any claim to that stock, and Zandian shall be free to pursue that stock from Pico Holdings;

2.1.3 The parties agree that only the Wendover's sale of +/- 32 acres to Peppermill Hotel & Casino is recognized, acknowledged and shall be given full force and effect;

2.1.4 Zandian, Sadri and Koroghli are and hereinafter shall be the managing members of Wendover. In that regard, the Wendover operating agreement shall be amended to require that any decision shall be made with advance written notice being given to all three managing members and a vote of two out of the three managing members being binding, each managing member shall have equal voting power. Any amendment to the Operating Agreement shall require a unanimous vote of all three managers;

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2.1.5 Zandian, Sadri and Koroghli, as managing members, shall each receive one-third (1/3) of the six percent (6%) brokerage fee, which would otherwise be received by Network Realty for any future sales or lease from the Wendover, LLC, excluding the prior sale to Peppermill.

2.1.6 Zandian, Koroghli and Sadri are and will hereinafter be deemed the managing members of Wendover Project LLC, with the right for each to receive one-third (1/3) of fifty percent (50%) of the net profit received from the sale, lease or development of any Wendover Project, LLC property. The net profit shall be calculated as follows:

- a. First priority is the repayment of all members' interests on a pro-rata basis, without interest;
- b. Second priority is repayment of closing costs, property taxes and development expenses related to ("Wendover"), including brokerage commissions;
- c. This will yield the net profit, Fifty Percent (50%) of which shall be distributed to all members, pro-rata on the amount of their investment, and the remaining Fifty Percent (50%) shall be distributed to Zandian, Koroghli and Sadri equally, one-third (1/3) each.

2.1.7 Zandian, Koroghli and Sadri Agreed that since all of ("Wendover") Members benefited from the reduction of ("Wendover") property acquisition costs, all legal fees paid or to be paid related to defend the above Litigation specified in Recital 1.7 shall be paid by Wendover Project LLC to the defense attorneys.

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*[Handwritten signatures]*

**2.2 Big Springs Ranch, LLC**

2.2.1 Zandian, Sadri and Koroghli are and hereinafter shall be the managing members of Big Spring Ranch LLC. In that regard, Big Spring Ranch LLC operating agreement of December 26, 2003 and signed on December 28, 2003 shall be amended to require that any decision shall be made with advance written notice being given to all three managing members and a vote of two out of the three managing members being binding, each managing member shall have equal voting power. Any amendment to the Operating Agreement shall require a unanimous vote of all three managing members;

2.2.2 Proceeds from the sale, lease or other disposition of Big Springs Ranch property or assets shall be as follows:

- a. First priority is repayment of total purchase amount of Two Million Eight Hundred Thousand and 00/100 Cents (\$2,800,000) to be paid to contributors Sadri and Koroghli, Nine Hundred Thousand Dollars and 00/100 Cents (\$900,000) each without interest and other member, One Million Dollars and 00/100 Cents (\$1,000,000) without interest according to their initial investment;
- b. Second priority is to the payment of all property taxes, closing costs or development expenses related to Big Spring Ranch paid by Sadri and/or Koroghli, less any rent collected;
- c. The balance of any proceeds "net profit" shall be paid to Sadri and Zandian equally or Twenty-Six and Sixty Six percent 26.66% each; and to Koroghli Twenty Five Percent (25%); and to other member Twenty Percent (20%) per Unanimous Agreement of all three Managing Members

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signed and agreed with other member dated December 28, 2003 (Mr. Abrishami 20%, Mr. Sadri 26.666%, Mr. Zandian 26.666% and Mr. Koroghli 26.666%) further personal concession of Mr. Koroghli to other member One and Sixty Six Percent (1.66%) which brings the members interest to Twenty One and Sixty Six Percent (21.66%).

**2.3 The Sparks 320 acres**

2.3.1 320 acres of the property presently in Big Springs Ranch, LLC, APN 076-100-19 Washoe County shall be transferred to Zandian, Sadri and Koroghli as tenants in common in equal shares Thirty Three and One Third (33.33%) each;

2.3.2 The proceeds from the sale, lease or other disposition of the Sparks 320 acres shall be as follows:

1. First priority is to repayment of the initial investment of Forty Seven Thousand Five Hundred Dollars and 00/100 Cents (\$47,500) each to Koroghli and Sadri, without interest;
2. Second priority shall be to payment of property taxes, closing costs or any development expenses related to 320 acres paid by Sadri and/or Koroghli without interest;
3. The remaining proceeds shall be distributed equally one-third (1/3) each to Zandian, Koroghli and Sadri.

**2.4 The Pah Rah Property**

2.4.1 The property generally known to the parties as the Pah Rah Property, consisting of 4,485.76 acres in Washoe County with APN Nos. 079-150-09; 079-150-10; 079-150-13;

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084-040-02; 084-040-04; 084-040-06; 084-040-10; 084-130-07 and 084-140-17 is and shall remain owned by Zandian, Sadri and Koroghli equally as tenants in common.

2.4.2 On or before August 6, 2008, Koroghli shall pay Sadri the amount of Four Hundred Thousand Dollars and 00/100 Cents (\$400,000.00).

2.4.3 The proceeds from any sale of the Pah Rah Property shall be as follows:

- a. First priority is to pay Six Hundred Sixty Six Thousand Six Hundred Sixty Six Dollars and 67/100 Cents (\$666,666.67) to Sadri without interest and Three Hundred Thirty Three Thousand Three Hundred Thirty Three Dollars and 33/100 Cents (\$333,333.33) paid to Koroghli without interest;
- b. Second priority is repayment of any property taxes, closing costs, development costs or expenses (excluding foreclosure costs) paid by Sadri and/or Koroghli or to be paid by mutual unanimous agreement without interest;
- c. The remaining proceeds shall be distributed Thirty Two and One Half Percent (32.5%) to Zandian, Thirty Five Percent (35%) to Sadri and Thirty Two and One Half Percent (32.5%) to Koroghli.

2.4.4 The Promissory Note of August 3, 2003, in the amount of +/- \$333,956 by Zandian to Sadri and related deed of trust shall be and is hereby cancelled, void and satisfied in full.

2.5 The bond of \$250,000.00 posted by ("Wendover") in the Litigation shall be released and that amount paid to Zandian's attorney John Peter Lee, Ltd. on or before June 24, 2008 as full and complete satisfaction of the judgment and all legal costs owed by Zandian to John Peter Lee, Ltd. in all cases. Zandian shall therefore record a satisfaction of judgment.

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2.6 . Zandian has recorded a lis pendens against all properties identified in this Settlement Agreement and shall file a release of lis pendens against all said properties.

2.7 Zandian shall dismiss the Litigation with prejudice.

2.8 Sadri and Koroghli shall within 30 days of this Agreement but not later than July 31, 2008 provide to Zandian the following documentation relating to Wendover Project, LLC and Big Springs Ranch, LLC:

1. Profit, loss and balance sheet after May, 2004 to present;
2. Any written contracts for each under which any asset of the LLC is subject to sale or encumbrance;
3. Records reflecting all income and disbursements from any bank, including Bank of America and/or First National Bank, including the proceeds of the Peppermill sale and rent or lease payments;
4. An acknowledgement by Sadri and Koroghli that each of the aforementioned documents is true and correct of what it purports to be;
5. all records to be provided above shall be given to each individual party to this Agreement and shall be reviewed by each of them and must be approved, confirmed and accepted by majority of two of three Managing Members parties hereto;
6. Sadri and Koroghli shall amend the list of Members and must file the new list with Secretary of State and introduce Zandian's name and shall introduce Zandian's signature to the Banks.

2.9 Subject to the obligations set forth in this Settlement Agreement and Mutual Release, Sadri, Koroghli and Zandian hereby release each other, their past and present

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employees, agents, insurers, attorneys, corporations and any other representatives from any and all claims, demands, debts, liabilities, damages, causes of action of whatever kind or nature, which are known or unknown as of the date of this Settlement Agreement and Mutual Release.

**3. ATTORNEYS= FEES**

If any legal action or other proceeding is brought by any of the parties hereto to enforce this Settlement Agreement or to recover damages or equitable relief for a breach or threatened breach thereof, the prevailing party shall recover its costs, expert witness fees, consulting fees and reasonable attorneys= fees incurred in such action or proceeding, which amount shall be determined by the Court and not a jury.

**4. ENTIRE AGREEMENT**

All prior or contemporaneous understandings or agreements between the parties are merged into this Settlement Agreement, and it alone expresses the agreement of the parties. This Settlement Agreement may be modified only in writing, signed by all the parties hereto, and no term or provision may be waived except by such writing. There are no other agreements or representations, express or implied, either oral or in writing, between the parties concerning the subject matter of this Settlement Agreement, except as specifically set forth in this Settlement Agreement. The parties have been represented by counsel in connection with the preparation of this Settlement Agreement.

**5. APPLICABLE LAW**

This Settlement Agreement was drafted through the joint efforts of the parties through counsel, and shall not be read for or against any party to this Agreement on that account. This Settlement Agreement is intended to be enforced according to its written terms under the laws of the State of Nevada. There are no promises, or agreements or expectations of the parties unless otherwise

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stated in this Settlement Agreement. Venue for any action should be exclusively in the State of Nevada and Nevada Eighth Judicial District, Clark County Nevada.

**When fully executed, this Agreement, by stipulation shall be presented to the District Court, Clark County, Nevada which entered a judgment in this matter described in this Agreement. The Stipulation shall request that the court approve the terms and conditions of this Agreement and order the parties to comply with the terms and provisions thereof, and in order to do so retain jurisdiction over the cause and the parties in Case No. A511131 entitled Zandian et al. v. Sadri & Koroghli , et al.**

**6. BENEFIT**

This Settlement Agreement shall be binding upon and inure to the benefit of the parties, and each of them, their successors, assigns, personal representatives, agents, employees, directors, officers and servants; Sadri and Koroghli Agreed that Zandian may transfer his rights to his own family trust.

**7. COUNTERPARTS**

This Agreement may be executed in any number of counterparts and each counterpart executed by any of the undersigned together with all other counterparts so executed shall constitute a single instrument and agreement of the undersigned. Facsimile copies hereof and facsimile signatures hereon shall have the same force and effect as originals.

**8. MUTUAL WARRANTIES**

Each party to this Settlement Agreement warrants and represents to the other that they have not assigned or transferred to any person not a party hereto any claim or other released matter, or any part or portion thereof, and that each party has the authority to sign this Settlement

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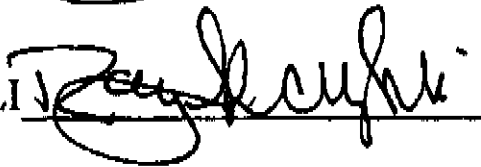

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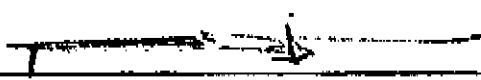

Agreement, and each individual executing this Settlement Agreement on behalf of any entity or person specifically warrants that he or she has the authority to sign this Settlement Agreement;

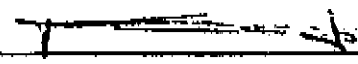
If any term of this Agreement or the application of any term of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, all provisions, covenants and conditions of this Agreement, and all of its applications, not held invalid, void or unenforceable, shall continue in full force and effect and shall not be affected, impaired or invalidated in any way.

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement on the day and year first written above.


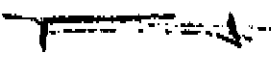
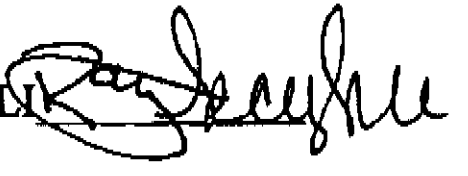
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RAY KOROGHLI  WIFE 



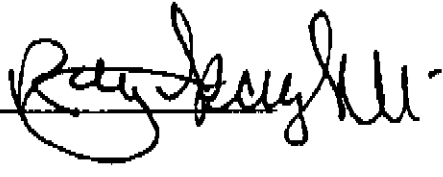
FRED SADRI  WIFE 

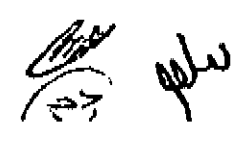
STAR LIVING TRUST  "TRUSTEE"

WENDOVER PROJECT LLC BY ITS MANAGING MEMBERS:

REZA ZANDIAN  FRED SADRI  RAY KOROGHLI 

BIG SPRING RANCH LLC BY ITS MANAGING MEMBERS:

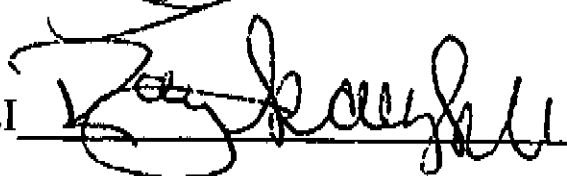
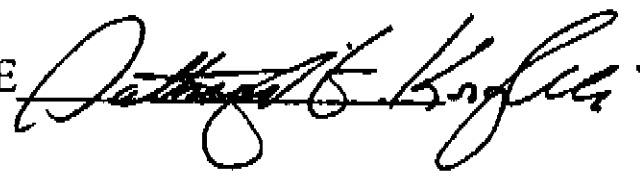
REZA ZANDIAN  FRED SADRI  RAY KOROGHLI 



Agreement, and each individual executing this Settlement Agreement on behalf of any entity or person specifically warrants that he or she has the authority to sign this Settlement Agreement; If any term of this Agreement or the application of any term of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, all provisions, covenants and conditions of this Agreement, and all of its applications, not held invalid, void or unenforceable, shall continue in full force and effect and shall not be affected, impaired or invalidated in any way.

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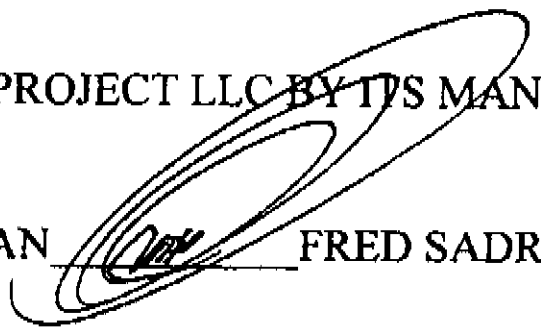
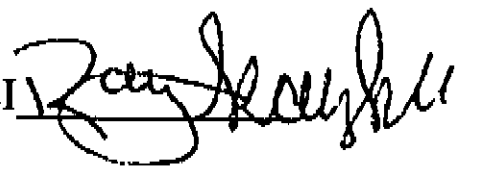
REZA ZANDIAN  WIFE \_\_\_\_\_

RAY KOROGHLI  WIFE 

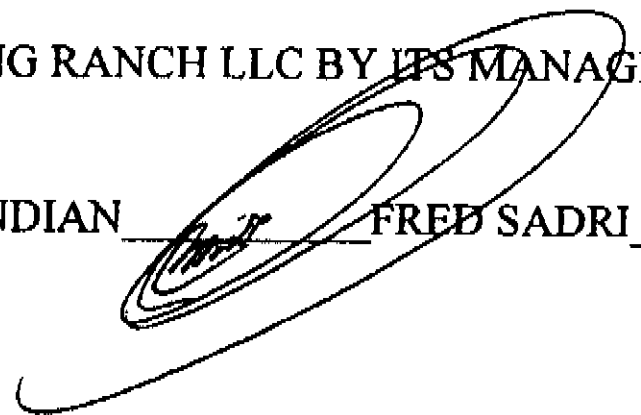
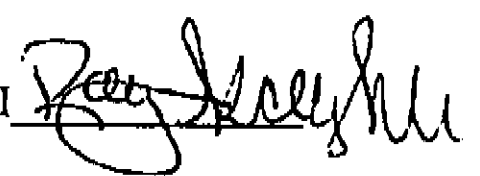
FRED SADRI \_\_\_\_\_ WIFE \_\_\_\_\_

STAR LIVING TRUST \_\_\_\_\_ "TRUSTEE"

WENDOVER PROJECT LLC BY ITS MANAGING MEMBERS:

REZA ZANDIAN  FRED SADRI \_\_\_\_\_ RAY KOROGHLI 

BIG SPRING RANCH LLC BY ITS MANAGING MEMBERS:

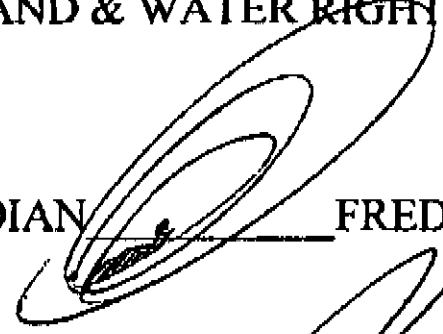
REZA ZANDIAN  FRED SADRI \_\_\_\_\_ RAY KOROGHLI 

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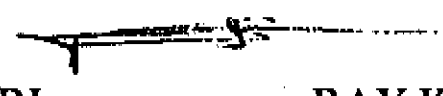


NEVADA LAND & WATER RIGHTS LLC BY ITS MANAGING MEMBERS:

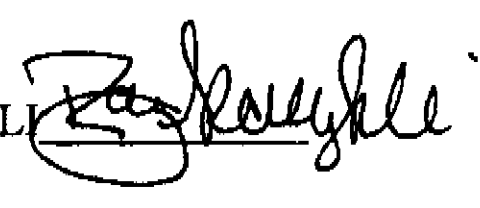
REZA ZANDIAN



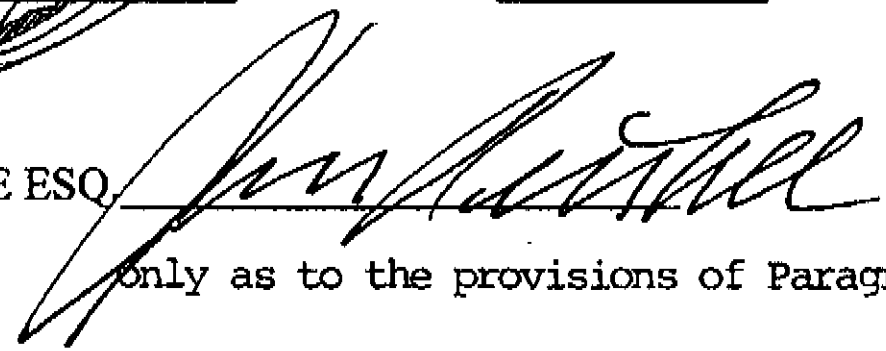
FRED SADRI



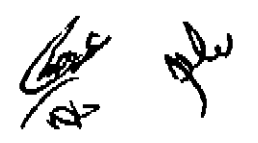
RAY KOROGHLI



JOHN PETER LEE ESQ.



only as to the provisions of Paragraph 2.5 above



NOTICES

Pursuant to this Settlement Agreement dated June 17, 2008, all notices are to be sent to the following mailing addresses via certified mail:

To: Mr. Fred Sadri & Star Living Trust  
2827 South Monte Cristo Way  
Las Vegas, NV 89117

To: Mr. Reza Zandian  
8775 Coasta Verde Blvd., No. 501  
San Diego, CA 92122

To: Mr. Ray Koroghli  
3055 Via Sarafina Drive  
Henderson, NV 89052

ACKNOWLEDGED BY:

FRED SADRI



Date

6/19/08

REZA ZANDIAN

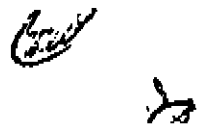
Date



RAY KOROGHLI

Date

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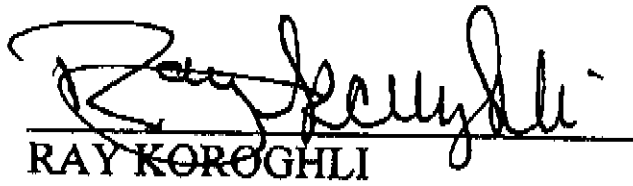
ACKNOWLEDGED BY:

  
FRED SADRI

JUNE 24 2008  
Date

  
REZA ZANDIAN

6/19/08  
Date

  
RAY KOROGHLI

6-19-08  
Date

2009 JUL 20 A 9:24

2009 JUL 20 A 9:24

*E. J. [Signature]*  
CLERK OF COURT