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

*418*

DISTRICT COURT

CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDIAN JAZI,

10 Plaintiff,

11 v.

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

20 Defendants.

CASE NO.: A 51131  
DEPT. NO.: 111

EXEMPTION FROM  
ARBITRATION  
(ACTION IN EQUITY SEEKING  
INJUNCTIVE RELIEF)

DATE: N/A  
TIME: N/A

1334.022860-JLR

COMPLAINT

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

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

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

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

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

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

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

23           9.       The individual Defendants acting together, and in consort, wrongfully, secretly and  
24 with intent to cause harm to Zandian and in conscious disregard of his rights and converted to  
25 themselves his rights and benefits in the entities and further intimidated him by their defamatory  
26 statements, which was designed to discourage him from pursuing his rights described in this  
27 Complaint, and specifically the Defendants did the following acts:  
28

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

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

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

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

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

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

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

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

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

4 ATTORNEYS' FEE

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

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

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

15 DATED this 5<sup>th</sup> day of October, 2005.

16 JOHN PETER LEE, LTD.

17  
18 BY: 

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



**Exhibit "B"**  
**Big Springs Ranch Property**

County	APN #	Tw	Rng	Sec	Allquot Parts	Acreage
Elko	009-530-001	34N	66E	01	All except 0.23 Ac conv to WPR Co.	640.37
Elko	009-530-001	34N	66E	03	All	643.64
Elko	009-530-001	34N	66E	04	Lots 3 and 4, S/2 NW/4, SW/4 (W/2)	319.92
Elko	009-530-001	34N	66E	05	All	838.12
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	888.40
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	885.12
Elko	009-540-001	35N	66E	09	All	640.00
Elko	009-540-001	35N	66E	10	E/2 E/2	160.00
Elko	009-540-001	35N	66E	11	All	640.00
Elko	009-540-001	35N	66E	13	All	640.00
Elko	009-540-001	35N	66E	14	W/2 W/2	160.00
Elko	009-540-001	35N	66E	15	All	640.00
Elko	009-540-001	35N	66E	21	All	640.00
Elko	009-540-001	35N	66E	22	NE/4, SE/4 NW/4, N/2 SE/4, SW/4 SE/4, SE/4 SW/4	388.00
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	840.00
Elko	009-550-001	36N	66E	11	All less 70.23 in I-80 R/W	642.24
Elko	009-550-001	36N	66E	13	All	589.77
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	26	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 Boushamp) 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 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	825.34
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 0.44 Ac in N/2 for Wye tract	591.44
Elko	010-090-001	34N	67E	01	All	638.60
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/4 and pin of W/2 east of No. Nevada Railroad Co.; 0.23 Ac conv to WPR Co. 1 and 12.79 Ac conv to Nevada Northern Railroad Co.	388.88
Elko	010-090-001	34N	67E	08	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 4.80 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	07	Pin of the E/2 W/2 west of the NNRR R/W	48.98
Elko	010-110-001	36N	67E	07	All except 12.70 Ac conv to Northern Nevada Railroad Co.	619.88
Elko	010-110-001	36N	67E	19	All except 12.03 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 R/W	589.94
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 16.16 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	628.88
Elko	010-130-001	38N	67E	31	Pin 200' south of the CPRR centerline	584.40
Elko	010-320-001	35N	68E	07	All except 21.28 Ac conv to Western Pacific Railroad Co. less 43.35 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 6.88 Ac to I-80 R/W	521.88

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	~



**EXHIBIT "B"**  
**Big Springs Ranch Grazing Permit**

- Allotment 04306 - Big Springs

Pah-Rah  
Property



2988594  
88/06/2003  
6 of 10

**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



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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.

CR

WFZ0027

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. 030127

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. 030127

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. 030127

1946 in Book 55, Page 63, Deed Records, Elko, Nevada.

PARCEL 15:

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

Section 1: All;

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

Section 11: ALL;

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

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



# CRAIG K. PERRY & ASSOCIATES

September 1, 2005

RESENT VIA FAX:9/7/05

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

RECEIVED  
SEP - 0 2005  
JOHN PETER LEE, LTD.

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

Dear Mr. Lee:

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

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

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

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

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

900 South Fourth Street  
Las Vegas, Nevada 89101  
702.228.4777 Telephone 702.384.5386 Fax

WFZ0040

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.

WFZ0041

John Peter Lee  
Sept. 1, 2005  
Page Three

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

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

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

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

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

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

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

John Peter Lee  
Sept. 1, 2005  
Page Four

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

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

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

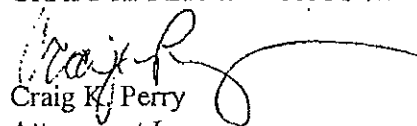
The Operating Agreement provides for formal disputes to be resolved through binding arbitration. If you and I cannot work through the present issues informally, which I hope we can, then I suggest we invoke the terms of the Operating Agreement and move forward with resolution of the presently outstanding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

The things listed thus far are just the tip of iceberg regarding Mr. Janzi's misconduct. They are aware his attempts to sue Optima owners after he sold out, when he learned that they were close to receiving a settlement on a disputed infringement; they know he failed to appear for his deposition that was to be held a few days ago; we know 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

WFZ0043

EXHIBIT C

# 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.

WFZ0045



JOHN PETER LEE, LTD.  
ATTORNEYS AT LAW

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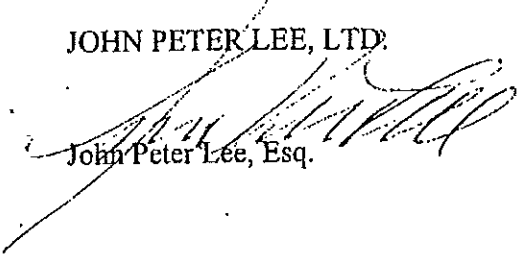
Mr. Fariborz Fred Sadri  
Mr. Ray Koroghli  
August 25, 2005  
Page Two

- (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.

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

WFZ0046