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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,

CASE NO.: A511131

10 Plaintiff,

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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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.

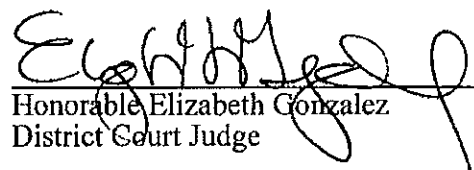
23 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all relief granted in the
24 Implementation Award dated the 29th day of November, 2006, a copy of which is attached hereto
25 as Exhibit "3" is granted by this Court.

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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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
2300 W. SAHARA, 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) 557-5267 EMAIL fhaile@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 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 20th day of September, 2006.

3
4
5 By: 

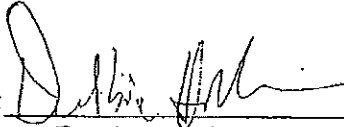
FLOYD HALE, Arbitrator
2300 West Sahara Avenue, #900
Las Vegas, NV 89102

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
14 Fax No. 383-9950

15 John Netzorg, Esq.
16 2810 West Charleston Blvd. #H-81
17 Las Vegas, NV 89102
17 Attorneys for Defendants
18 Fax No. 878-1255

19 By: 
20 Employee of Jams

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WFZ0063

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 KOROGHLI, individually,)	
14	FABIRORZ FRED SADRI, individually,)	
	and as Trustee of the Star Living Trust,)	
15	WENDOVER PROJECT, LLC, a Nevada)	
16	limited liability company; BIG SPRING)	
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
 23 On October 11, 2006, the Arbitrator received the Defendant's **MOTION TO CHANGE**
 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
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1 Arbitration Decision and verify other factual issues that were the subject of the Arbitration
2 Agreement.

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

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

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

13 DATED this 11th day of October, 2006.

14 By: 

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

19 CERTIFICATE OF FACSIMILE

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

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

28 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

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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.

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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 2nd of November, 2006.
- 25 4. Defendants are to execute and deliver to Plaintiff's counsel within ten days of this
26 Award the Quitclaim Deed of the 320 acre parcel provided by Plaintiff as Exhibit "3"
27 on November 2, 2006.
- 28 5. Defendants are to execute and deliver to Plaintiff's counsel within ten days of this

JOHN PETER LEE, LTD.

ATTORNEYS AT LAW

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

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

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

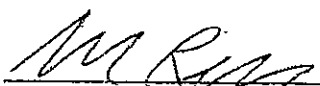
16. All parties are to sign the Mutual Release of Claims provided by Plaintiff as Exhibit "16" on November 2, 2006, and deliver a Counterpart to the other party's counsel within ten (10) from this Award.

Dated this 29th day of November, 2006.


FLOYD A. HALE, ARBITRATOR

Respectfully submitted

JOHN PETER LEE, LTD:

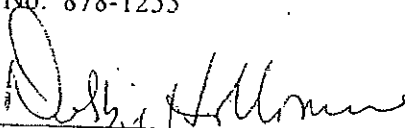

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Nevada Bar No. 001768
MICHAEL A. REYNOLDS, ESQ.
Nevada Bar No. 008631
830 Las Vegas Boulevard South
Las Vegas, Nevada 89101
(702) 382-4044 Fax: (702) 383-9950
Attorneys for Plaintiff/Counterdefendant

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

WFZ0074

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

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

NOTARY PUBLIC

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

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

NOTARY PUBLIC

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

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

NOTARY PUBLIC

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

WASHOE COUNTY QUICK INFO (Summary data may not be complete representation of property)		10/18/2006		
Owner Information & Legal Description				
APN 076-100-19	Building Information			
Parcel Map Map Warehouse	Quality	Property Name:		
Card 1 of 1	Stories	Bldg Type		
Situs SPANISH SPRINGS RD	Year Built 0	Square Feet 0		
Owner 1 BIG SPRING RANCH LLC	W.A.Y. 0	Square Feet does not include Bsmt or Garage Conversion area click for details		
Mail Address P O BOX 81624	Bedrooms 0			
	Full Baths 0	Finished Bsmt 0		
Owner 2 LAS VEGAS NV 89180-1624	Half Baths 0	Unfin Bsmt 0		
Owner 3	Fixtures 0	Bsmt Type		
Rec Doc No 02957442	Fireplaces 0	Gar Conv Sq Foot 0		
Prior Owner GRAHAM, EARL L & JONI	Heat Type	Total Gar Area 0		
Prior Doc 02623847 11/30/2001	Sec Heat Type	Gar Type		
Legal Desc 34-1-1-2	Ext Walls	Det Garage 0		
Subdivision 34-1-1-2	Sec Ext Walls	Bsmt Gar Door 0		
	Roof Cover	Sub Floor		
	%Incomplete 0	Frame		
	Obso/Bldg Adj 0	Units/Bldg 0		
Section 34 Township 21 Range 21	Construction Mod	Units/Parcel 0		
Tax Dist 4400 Add'l Tax Info	Last Activity CEM 04/08/1996	Last Permit		
Land Information				
Land Use 012	Zoning GR	Sewer NONE		
Size 320 AC	Water NONE	Street NONE		
Valuation Information				
2005/2006 FV		2006/2007 FV		
Taxable Land Value	78,304	86,917		
Txble Improvement Value	0	0		
Secured Personal Property (rounded)	0	0		
Taxable Total	78,304	86,917		
Assessed Land Value	27,406	30,421		
Assessed Improvement Value	0	0		
Sales/Transfer Information/Recorded Document				
V-Code	LUC	Doc Date	Value	Grantor
1SVR	012	11/21/2003	95,000	GRAHAM, EARL L & JONI
3NTT	012	11/30/2001	0	LONDON, DALE R
3NTT	012	11/30/2001	0	GRAHAM, EARL L & JONI
		07/07/1997	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	
Supplemental New Const	0	

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

Sketch Is Not Available On-Line.

Property Photo Is Not Available On-Line.

99052

∴ return to original page ∴

APN: 076-100-19

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

Land Information		Sales/Transfer Information/Recorded Document	
Land Use 012	Zoning GR	Value Year 2007	Reason Reappraisal
Size 320 AC	Water NONE	Reapp Years 2002-2007	Factor Dist 586R
Sewer NONE	Street NONE		
2005/2006 FV	2006/2007 FV		
Taxable Land Value 78,304	86,917		
Txble Improvement Value 0	0		
Secured Personal Property (rounded) 0	0		
Taxable Total 78,304	86,917		
Assessed Land Value 27,406	30,421		
Assessed Improvement value 0	0		
V-Code	LUC	Doc Date	Value
15VR	012	11/21/2003	95,000
3NTT	012	11/30/2001	0
3NTT	012	11/30/2001	0
		07/07/1997	0
		06/03/1997	70,000
		08/01/1976	10,980

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

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

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

Sketch Is Not Available On-Line.

Property Photo Is Not Available On-Line.

99052

[: return to original page :](#)

APN: 076-100-19

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: _____
FARJORBZ FRED SADRI

STATE OF NEVADA)

) SS.:

COUNTY OF CLARK)

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

NOTARY PUBLIC

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

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

NOTARY PUBLIC

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

WASHOE COUNTY QUICK INFO (Summary data may not be complete representation of property) 10/18/2006

Owner Information & Legal Description		Building Information	
APN 076-100-19	Parcel Map Map Warehouse	Quality	Property Name:
Card 1 of 1		Stories	Bldg Type
Situs SPANISH SPRINGS RD		Year Built 0	Square Feet 0
Owner 1 BIG SPRING RANCH LLC		W.A.V. 0	Square Feet does not include Bsmt or Garage Conversion area click for details
Mail Address P O BOX 81624		Bedrooms 0	
		Full Baths 0	Finished Bsmt 0
Owner 2 LAS VEGAS NV 89180-1624		Half Baths 0	Unfin Bsmt 0
Owner 3		Fixtures 0	Bsmt Type
Rec Doc No 02957442	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
		Roof Cover	Sub Floor
		%Incomplete 0	Frame
		Obso/Bldg Adj 0	Units/Bldg 0
		Construction Mod	Units/Parcel 0
		Last Activity CEM	Last Permit
		04/08/1996	

Land Information		Sales/Transfer Information/Recorded Document	
Land Use 012	Zoning GR	Value Year 2007	Reason Reappraisal
Size 320 AC	Water NONE	Reapp Years 2002-2007	Factor Dist \$86R
Valuation Information		Y-Code	LUC
Taxable Land Value	2005/2006 FV	Doc Date	Value
78,304	78,304	11/21/2003	95,000
Taxble Improvement Value	0	012	GRAHAM,EARL L & JONI
0	0	012	LONDON,DALE R
Secured Personal Property (rounded)	0	012	GRAHAM,EARL L & JONI
Taxable Total	78,304	07/07/1997	0
Assessed Land Value	27,406	06/03/1997	70,000
Assessed Improvement Value	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.

WFZ0089

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. MONTA 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

WFZ0091



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

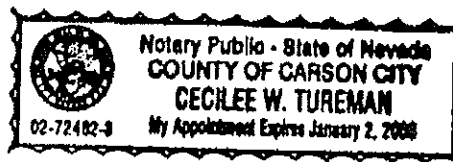




EXHIBIT " A "

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

PARCEL A:

A.P.N. 079-150-09

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

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

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

PARCEL B:

A.P.N: 079-150-10

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

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

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



2988592
08/06/2003
4 of 7

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

PARCEL C:

A.P.N. 079-150-13

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

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

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

PARCEL D:

A.P.N. 084-040-02

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

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

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

WFZ0094

100703



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

PARCEL E:

A.P.N. 084-040-04

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

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

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

PARCEL F:

A.P.N. 084-040-06

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

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

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



2988592
08/06/2003
6 of 7

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

PARCEL G:

A.P.N. 084-040-10

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

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

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

PARCEL H:

A.P.N. 084-130-07

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

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

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

WEZ0096
100703



2908592
98/06/2003
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

WFZ0099

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

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

STATE OF NEVADA

COUNTY OF CLARK

} ss

This instrument was acknowledged before me on

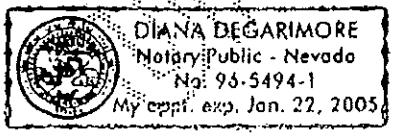
AUGUST 5th, 2003

by REZA ZANDIAN

REZA ZANDIAN

Diana DeGarimore

Notary Public



NO PUBLIC SALE
GO PAST



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 thereon; 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 SLIM 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 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 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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09/06/2003
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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



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

PARCEL I:

A.P.N. 084-140-17

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

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

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

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

WHEN RECORDED, RETURN TO

GRANTEE/MAIL TAX STATEMENTS TO:

Wendover Parcel

QUITCLAIM DEED

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

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

GHOLAMREZA ZANDIAN JAZI

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

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

NOTARY PUBLIC

512362
FEE 44 FILED
REQUEST OF

2003 DEC 30 PM 4:09

Stewart Title Co.

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

WITNESSETH:

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

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

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

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

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


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

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

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

STATE OF NEVADA)
 : ss.
CARSON CITY)

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

 Notary Public - State of Nevada
COUNTY OF CARSON CITY
CECILEE W. TUREMAN
My Appointment Expires January 2, 2006

Cecilee W. Tureman
NOTARY PUBLIC

Exhibit "A"
Big xys Ranch Windover Property Legal Descriptions

TWP	RNG	SEC	ALLOTMENT PARTS	ACREAGE
32N	69E	01	Lots 1-3, S/2 N/2, S/2	609.34
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	164.62
33N	69E	01	S/2	420.00
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, 8, 9 and 11	35.00
33N	70E	15	Lots 12, 13, 15, 18, 20, 20-25, and 20-30, 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	436.60
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	25	Lots 3, 5, 6, NW/4 NW/4	73.16
33N	70E	25	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)	4.20
33N	70E	*	Prts of 9 and 10 (Parcel 1 of recorded parcel map #485646)	3.07
33N	70E	*	Prts of 9, 10 and 15 (Parcel 4 of recorded parcel map #485646)	65.31

* These parcels cover more than one section

6,457.24

Exhibit "A"
Big Springs Ranch Windover Property Legal Descriptions

TWN	RNG	SEC	ALLOT/OT PARTS	ACREAGE
32N	69E	01	Lots 1-3, S/2 N/2, S/2	500.34
32N	69E	02	S/2 N/2, S/2	181.02
32N	70E	05	Lots 4, 6, 7, 10, 12, 13, SW/4 NW/4	480.00
33N	69E	01	S/2	181.02
33N	69E	12	All	320.00
33N	69E	25	All	640.00
33N	69E	35	N/2, N/2 S/2	640.00
33N	69E	36	N/2, N/2 SW/4, SE/4, SE/4 SW/4	480.00
33N	70E	01	Lots 2-5, 9 and 11	600.00
33N	70E	15	Lots 12, 13, 15, 16, 20, 23-25, and 28-30, NE/4 SW/4 SE/4 NW/4, E/2 SE/4 SE/4 NW/4, NW/4 SE/4 SE/4 NW/4	35.00
33N	70E	17	S/2 S/2	46.21
33N	70E	19	All	160.00
33N	70E	20	Lots 2, 3, 6, 11, NW/4 NE/4, N/2 SW/4 NE/4, SE/4 SW/4 NE/4, N/2 SW/4 SW/4 NE/4, NW/4, N/2 SW/4, SW/4 SW/4	640.00
33N	70E	20	Lots 6, 9 and S/2 SW/4 SW/4 NE/4	416.61
33N	70E	21	Lot 2	73.05
33N	70E	29	Lots 3, 5, 8, NW/4 NW/4	13.21
33N	70E	29	Lot 2	73.16
33N	70E	30	Lots 2, 3, NE/4, W/2, W/2 SE/4	16.01
33N	70E	31	Lots 2, 4, 5, 8, 10, 11, NW/4, W/2 SW/4	612.56
33N	70E	*	Plns of 9 and 10 (Parcel 2 of recorded parcel map #485646)	372.01
33N	70E	*	Plns of 9 and 10 (Parcel 1 of recorded parcel map #485646)	4.21
33N	70E	*	Plns of 9, 10 and 16 (Parcel 4 of recorded parcel map #485646)	3.02
				65.31

* These parcels cover more than one section

6,457.24

Order No.: 03011167

LEGAL DESCRIPTION

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

PARCEL 1:

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

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

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

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

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

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

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

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

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

-1-

Order No. 03011167

File Number 485646.

PARCEL 2:

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

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

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

6 5 20
FEE \$52 FILE #
RECEIVED OF

2003 DEC 30 PM 4:08

Stewart Title Co.
JERRY B. SYDOLUS
ELKO CO. REGISTRAR

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

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

GRANT, BARGAIN, AND SALE DEED

03012789

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

WITNESSETH:

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

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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

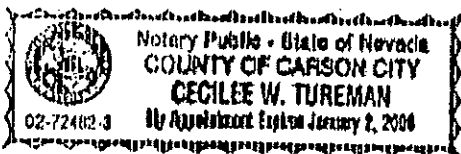
By: *Dorothy A. Timian-Palmer*
DOROTHY A. TIMIAN-PALMER
Chief Operating Officer/Director

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



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10070824

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	Flng	Sec	Allquot Parts	Acroage
Elko	009-530-001	34N	66E	3	All	643.64
Elko	009-530-001	34N	66E	4	Lots 3 and 4, 1/2 NW1/4, SW1/4 (W1/2)	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, 1/2 NW1/4, SW1/4 (W1/2)	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	E1/2 E1/2	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	W1/2 W1/2	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	NE1/4, SE1/4 NW1/4, N1/2 SE1/4, SW1/4 SE1/4, SE1/4 SW1/4	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	SE1/4, SE1/4 NE1/4	200.00
Elko	009-540-001	35N	66E	33	All	640.00
Elko	009-540-001	35N	66E	34	W1/2	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 1-30 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	E1/2	320.00
Elko	009-550-001	36N	66E	22	W1/2 NW1/4, S1/2	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	W1/2 W1/2	160.00
Elko	009-550-001	36N	66E	27	All	640.00
Elko	009-550-001	36N	66E	28	E1/2 E1/2, W1/2 SE1/4 less 4.50 Ac to Beaumont in SE1/4 SW1/4, SW1/4 SE1/4	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	SE1/4 SE1/4	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 N1/2 for W1/2 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	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	NW2	320.00
Elko	010-090-001	34N	67E	22	All	640.00
Elko	010-090-001	34N	67E	23	NW2	320.00
Elko	010-090-003	34N	67E	7	Ptn of the E/2 W/2 west of the NW1/4 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	609.15
Elko	010-110-001	36N	67E	31	All except 12.14 Ac conv to Northern Nevada Railroad Co.	627.26
Elko	010-120-001	37N	67E	1	Ptn 200' south of the CPRR centerline less 12.76 Ac to SR-30 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	521.93
Total Acreage:						35,254.34

Order No.: 03012789

LEGAL DESCRIPTION

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

PARCEL 1:

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

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

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

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

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

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

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

PARCEL 2:

Continued on next page

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

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

PARCEL 4:

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

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

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

PARCEL 5:

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

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

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

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

Order No. 03012789

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

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

PARCEL 6:

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

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

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

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

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

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Order No. 03012789

PARCEL 7:

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

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

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

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

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

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

PARCEL 8:

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

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

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

Section 1: All;
Section 11: All;

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

Continued on next page

Order No. 03012789

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

Section 13: All;

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

Section 15: All;

Section 23: All;

Section 25: All;

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

PARCEL 9:

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

Section 35: All;

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

PARCEL 10:

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

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

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

PARCEL 11:

Continued on next page

Order No. 03012789

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

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

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

PARCEL 12:

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

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

EXCEPTING AND RESERVING THEREFROM the following described land:

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

THENCE North 25°20' East, 486.81 feet;

THENCE South 64°40' East, 303.07 feet;

THENCE South 25°21' West, 140.51 feet;

THENCE South 64°40' East, 140.00 feet;

THENCE South 25°20' West, 346.30 feet;

THENCE North 64°40' West, 443.07 feet;

Section 33: All;
Section 34: All;

Continued on next page

-7-

3 72503

WFZ0134
100778

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.

512358

3 72504
WFZ0135
100779

43 42 512359
FEE 17 FEE 8
REQUEST 17

2003 DEC 30 PM 4:08

Stewart Title Co.
JERRY W. HILLIUS
PLAT COLLECTION

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

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

03012789

GRANT, BARGAIN, AND SALE DEED

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

3 72505

100780 WFZ0136

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.

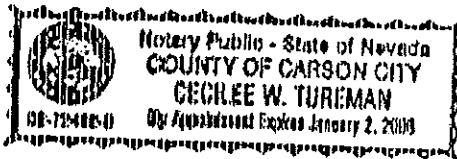
IN WITNESS WHEREOF, the Grantor has executed this conveyance the day and year first above written.

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

3 72507

WFZ0138
100782

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 al, in Deed recorded December 10, 1946 in Book 55, Page 63, Deed Records, Elko, Nevada.

PARCEL 15:

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

Section 1: All;

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

Section 11: ALL;

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

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

512359

3 72508

WFZ0139
100783

ASSIGNMENT OF INTEREST IN BIG SPRING RANCH, LLC

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

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

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

GHOLAMREZA ZANDIAN JAZI

ASSIGNMENT OF INTEREST IN
NEVADA LAND & WATER RESOURCES, LLC

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

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

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

GHOLAMREZA ZANDIAN JAZI

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

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

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

WFZ0147

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
23
24
25
26
27
28

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

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,

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,

RELEASE OF LIS PENDENS

20 Defendants.

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

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

6 1334.022860-JLR

7 NOTICE is hereby given that the undersigned did, on the 14th day of October, 2005 file a
8 Notice of Lis Pendens with the above-referenced Court, a copy of which was recorded with the
9 Washoe County Recorder as Document Number 3301912 on November 3, 2005.

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

12 DATED this _____ day of _____, 2006.

13 JOHN PETER LEE, LTD.

14 BY: _____

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

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

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

WFZ0151

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 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



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 2/03
Revised on: 02/03/06

WFZ0154



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.

Nebraska Secretary of State Resignation of Officer 2003
 Revised on: 02/03/05

WFZ0156



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 02/03/05

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

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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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: _____

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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.

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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.)
24)

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

WFZ0169

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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 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."

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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

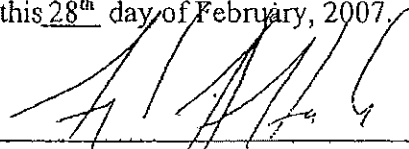
22 CONCLUSION:

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 28th day of February, 2007.

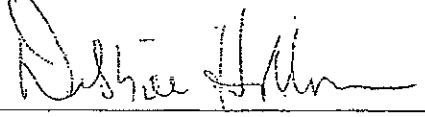
11
12 By: 
13 FLOYD A. HALE
14 2300 W. Sahara, #900
15 Las Vegas, NV 89102
16 Arbitrator

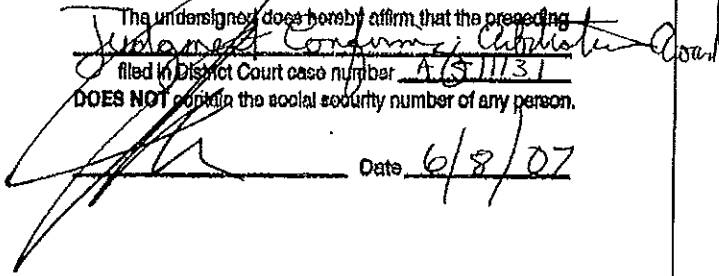
17 CERTIFICATE OF FACSIMILE AND MAIL.

18 I hereby certify that on the 28th 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
Judgment Concerning Arbitration
filed in District Court case number A511131
DOES NOT contain the social security number of any person.

Date 6/8/07

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