

GOLD CANYON DEVELOPMENT LLC

Business Entity Information			
Status:	Permanently Revoked	File Date:	5/27/2004
Type:	Domestic Limited-Liability Company	Entity Number:	LLC11545-2004
Qualifying State:	NV	List of Officers Due:	5/31/2011
Managed By:	Managers	Expiration Date:	5/27/2504
NV Business ID:	NV20041117776	Business License Exp:	

Registered Agent Information			
Name:	ELIAS ABRISHAMI	Address 1:	220 SUSSEX PL
Address 2:		City:	CARSON CITY
State:	NV	Zip Code:	89703
Phone:		Fax:	
Mailing Address 1:	PO BOX 2919	Mailing Address 2:	
Mailing City:	CARSON CITY	Mailing State:	NV
Mailing Zip Code:	89702		
Agent Type:	Noncommercial Registered Agent		

Financial Information			
No Par Share Count:	0	Capital Amount:	\$ 0
No stock records found for this company			

- Officers <input checked="" type="checkbox"/> Include Inactive Officers			
Managing Member - ELIAS ABRISHAMI			
Address 1:	P O BOX 10476	Address 2:	
City:	BEVERLY HILLS	State:	CA
Zip Code:	90213	Country:	
Status:	Active	Email:	
Managing Member - ELIAS ABRISHAMI			
Address 1:	P O BOX 2919	Address 2:	
City:	CARSON CITY	State:	NV
Zip Code:	897022919	Country:	
Status:	Historical	Email:	
Managing Member - RAFI ABRISHAMI			
Address 1:	P O BOX 10325	Address 2:	
City:	BEVERLY HILLS	State:	CA
Zip Code:	90213	Country:	
Status:	Active	Email:	
Managing Member - RAFI ABRISHAMI			
Address 1:	P O BOX 2919	Address 2:	
City:	CARSON CITY	State:	NV
Zip Code:	897022919	Country:	
Status:	Historical	Email:	
Managing Member - REZA ZANDIAN			

Address 1:	8775 COSTA VERDE BLVD., #501	Address 2:	
City:	SAN DIEGO	State:	CA
Zip Code:	92122	Country:	
Status:	Active	Email:	
Managing Member - REZA ZANDIAN			
Address 1:	8775 COSTA VERDE BLVD., #1416	Address 2:	
City:	SAN DIEGO	State:	CA
Zip Code:	92122	Country:	
Status:	Historical	Email:	

- Actions/Amendments			
Action Type:	Articles of Organization		
Document Number:	LLC11545-2004-001	# of Pages:	1
File Date:	5/27/2004	Effective Date:	
(No notes for this action)			
Action Type:	Initial List		
Document Number:	LLC11545-2004-002	# of Pages:	1
File Date:	7/11/2004	Effective Date:	
List of Officers for 2004 to 2005			
Action Type:	Registered Agent Change		
Document Number:	LLC11545-2004-003	# of Pages:	1
File Date:	11/16/2004	Effective Date:	
ELIAS ABRISHAMI SUITE #1011			
9550 W. SAHARA AVENUE LAS VEGAS NV 89117 RXS			
ELIAS ABRISHAMI RXS			
RXS			
Action Type:	Annual List		
Document Number:	20050163958-39	# of Pages:	1
File Date:	5/2/2005	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20060176567-90	# of Pages:	1
File Date:	3/20/2006	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20070373918-40	# of Pages:	1
File Date:	5/29/2007	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20080344948-12	# of Pages:	1
File Date:	5/19/2008	Effective Date:	
2008-2009			
Action Type:	Annual List		
Document Number:	20090433604-71	# of Pages:	1
File Date:	5/20/2009	Effective Date:	
09-10			

Action Type:	Annual List		
Document Number:	00002746565-45	# of Pages:	1
File Date:	5/28/2010	Effective Date:	
10-11			

MISFITS DEVELOPMENT L.L.C.

Business Entity Information			
Status:	Permanently Revoked	File Date:	8/26/2005
Type:	Domestic Limited-Liability Company	Entity Number:	E0571202005-3
Qualifying State:	NV	List of Officers Due:	8/31/2011
Managed By:	Managers	Expiration Date:	
NV Business ID:	NV20051069626	Business License Exp:	Exempt - 003

Registered Agent Information			
Name:	REZA ZANDIAN	Address 1:	8350 W. SAHARA AVE SUITE 150
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89117
Phone:		Fax:	
Mailing Address 1:	8 SAN RAMON DR	Mailing Address 2:	
Mailing City:	IRVINE	Mailing State:	CA
Mailing Zip Code:	92612		
Agent Type:	Noncommercial Registered Agent		

Financial Information			
No Par Share Count:	0	Capital Amount:	\$ 0
No stock records found for this company			

Officers				<input checked="" type="checkbox"/> Include Inactive Officers
Managing Member - SAEID AMINPOUR				
Address 1:	701 NORTHE CAMDEN DR	Address 2:		
City:	BEVERLY HILLS	State:	CA	
Zip Code:	90201	Country:	USA	
Status:	Historical	Email:		
Managing Member - SAEID AMINPOUR				
Address 1:	701 NORTHE CAMDEN DR	Address 2:		
City:	BEVERLY HILLS	State:	CA	
Zip Code:	90201	Country:	USA	
Status:	Active	Email:		
Managing Member - PAYMAN ENGHETA				
Address 1:	26164 NORTHY TWAIN PLACE	Address 2:		
City:	STEVENSON RANCH	State:	CA	
Zip Code:	91381	Country:	USA	
Status:	Historical	Email:		
Managing Member - NICHOLAS ESKANDARI				
Address 1:	433 N CAMDEN STE 400	Address 2:		
City:	BEVERLY HILLS	State:	CA	
Zip Code:	90210	Country:	USA	
Status:	Historical	Email:		
Managing Member - NICHOLAS ESKANDARI				

Address 1:	433 N CAMDEN STE 400	Address 2:	
City:	BEVERLY HILLS	State:	CA
Zip Code:	90210	Country:	USA
Status:	Active	Email:	
Managing Member - REZA ZANDIAN			
Address 1:	P.O.BOX 927674	Address 2:	
City:	SAN DIEGO	State:	CA
Zip Code:	92192-7674	Country:	USA
Status:	Historical	Email:	
Managing Member - REZA ZANDIAN			
Address 1:	P.O.BOX 927674	Address 2:	
City:	SAN DIEGO	State:	CA
Zip Code:	92192-7674	Country:	USA
Status:	Active	Email:	

Actions/Amendments			
Action Type:	Articles of Organization		
Document Number:	20050351501-12	# of Pages:	1
File Date:	8/26/2005	Effective Date:	
(No notes for this action)			
Action Type:	Initial List		
Document Number:	20050356456-56	# of Pages:	1
File Date:	8/29/2005	Effective Date:	
(No notes for this action)			
Action Type:	Amended List		
Document Number:	2005055770-86	# of Pages:	1
File Date:	11/16/2005	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20060673303-50	# of Pages:	1
File Date:	10/18/2006	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20070683552-98	# of Pages:	1
File Date:	10/2/2007	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20080564590-59	# of Pages:	1
File Date:	8/25/2008	Effective Date:	
08/09			
Action Type:	Annual List		
Document Number:	20090676689-23	# of Pages:	1
File Date:	9/11/2009	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20100642222-11	# of Pages:	1

File Date: 8/26/2010	Effective Date:
(No notes for this action)	

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STAGECOACH VALLEY LLC.

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Business Entity Information

Status:	Revoked	File Date:	4/9/2007
Type:	Domestic Limited-Liability Company	Entity Number:	E0263162007-6
Qualifying State:	NV	List of Officers Due:	4/30/2012
Managed By:	Managers	Expiration Date:	
NV Business ID:	NV20071497897	Business License Exp:	Exempt - 003

Registered Agent Information

Name:	REZA ZANDIAN	Address 1:	8350 W. SAHARA AVENUE
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89117
Phone:		Fax:	
Mailing Address 1:	8775 COSTA VERDE #501	Mailing Address 2:	
Mailing City:	SAN DIEGO	Mailing State:	CA
Mailing Zip Code:	92122		
Agent Type:	Noncommercial Registered Agent		

[View all business entities under this registered agent](#)

Financial Information

No Par Share Count:	0	Capital Amount:	\$0
No stock records found for this company			

Officers

Include Inactive Officers

Managing Member - BIJAN AKHAVAN			
Address 1:	15456 VENTURA BLVD #300	Address 2:	
City:	SHERMAN OAKS	State:	CA
Zip Code:	91403	Country:	
Status:	Active	Email:	
Managing Member - SASSAN CHAKAMIAN			
Address 1:	7590 FAY AVE. STE 401	Address 2:	
City:	LA JOLLA	State:	CA
Zip Code:	92037	Country:	
Status:	Active	Email:	
Manager - SASSAN CHAKAMIAN			
Address 1:	7590 FAY AVE. STE 401	Address 2:	
City:	LA JOLLA	State:	CA
Zip Code:	92037	Country:	
Status:	Historical	Email:	
Managing Member - REZA ZANDIAN			
Address 1:	830 LAS VEGAS BLVD SOUTH	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89101	Country:	
Status:	Active	Email:	
Manager - REZA ZANDIAN			
Address 1:	P. O. BOX 927674	Address 2:	
City:	SAN DIEGO	State:	CA
Zip Code:	92192	Country:	
Status:	Historical	Email:	

Actions\Amendments

[Click here to view 6 actions\amendments associated with this company](#)

I-50 PLAZA LLC

Business Entity Information			
Status:	Active	File Date:	2/3/2005
Type:	Domestic Limited-Liability Company	Entity Number:	E0011952005-5
Qualifying State:	NV	List of Officers Due:	2/28/2017
Managed By:	Managers	Expiration Date:	2/3/2505
NV Business ID:	NV20051209794	Business License Exp:	2/28/2017

Additional Information	
Central Index Key:	

Registered Agent Information			
Name:	SEAN S. FAYEGHI	Address 1:	1401 LAS VEGAS BLVD SOUTH
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89104
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	
Mailing Zip Code:			
Agent Type:	Noncommercial Registered Agent		

Financial Information			
No Par Share Count:	0	Capital Amount:	\$ 0
No stock records found for this company			

- Officers <input checked="" type="checkbox"/> Include Inactive Officers			
Manager - SEAN S FAYEGHI			
Address 1:	276 DARK FOREST AVE	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89123	Country:	USA
Status:	Historical	Email:	
Manager - SEAN S FAYEGHI			
Address 1:	276 DARK FOREST AVE	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89123	Country:	USA
Status:	Active	Email:	
Manager - REZA ZANDIAN			
Address 1:	PO BOX 927674	Address 2:	
City:	SAN DIEGO	State:	CA
Zip Code:	91927	Country:	USA
Status:	Resigned	Email:	

- Actions\Amendments			
Action Type:	Articles of Organization		
Document Number:	20050007640-04	# of Pages:	2
File Date:	2/3/2005	Effective Date:	
(No notes for this action)			
Action Type:	Initial List		
Document Number:	20050007642-26	# of Pages:	1
File Date:	2/3/2005	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20050632605-29	# of Pages:	1
File Date:	12/21/2005	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20070012183-14	# of Pages:	1

File Date:	1/4/2007	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20080097515-37	# of Pages:	1
File Date:	2/12/2008	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20080806151-81	# of Pages:	1
File Date:	12/10/2008	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20100743512-65	# of Pages:	1
File Date:	10/1/2010	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20120068112-43	# of Pages:	1
File Date:	1/30/2012	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20120109962-02	# of Pages:	1
File Date:	2/16/2012	Effective Date:	
12/13			
Action Type:	Miscellaneous		
Document Number:	20140336364-12	# of Pages:	1
File Date:	5/6/2014	Effective Date:	
(No notes for this action)			
Action Type:	Reinstatement		
Document Number:	20140336365-23	# of Pages:	1
File Date:	5/6/2014	Effective Date:	
REVOKED 3/1/14 REIN 5/6/14			
Action Type:	Acceptance of Registered Agent		
Document Number:	20140336366-34	# of Pages:	1
File Date:	5/6/2014	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20150093834-65	# of Pages:	1
File Date:	2/28/2015	Effective Date:	
(No notes for this action)			
Action Type:	Resignation of Officers		
Document Number:	20150140033-89	# of Pages:	1
File Date:	3/27/2015	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20160094028-42	# of Pages:	1
File Date:	2/29/2016	Effective Date:	
(No notes for this action)			

Exhibit 33

Exhibit 33

SPARKS VILLAGE LLC

Business Entity Information

Status:	Active	File Date:	12/15/2004
Type:	Domestic Limited-Liability Company	Entity Number:	LLC29380-2004
Qualifying State:	NV	List of Officers Due:	12/31/2016
Managed By:	Managers	Expiration Date:	12/15/2504
NV Business ID:	NV20041295883	Business License Exp:	12/31/2016

Additional Information

Central Index Key:	
--------------------	--

Registered Agent Information

Name:	SEAN S. FAYEGHI	Address 1:	1401 LAS VEGAS BLVD SOUTH
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89104
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	
Mailing Zip Code:			
Agent Type:	Noncommercial Registered Agent		

Financial Information

No Par Share Count:	0	Capital Amount:	\$ 0
No stock records found for this company			

Officers

 Include Inactive Officers

Manager - SEAN S FAYEGHI

Address 1:	1401 S. LAS VEGAS BLVD	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89104	Country:	USA
Status:	Historical	Email:	

Manager - SEAN S FAYEGHI

Address 1:	1401 S. LAS VEGAS BLVD	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89104	Country:	USA
Status:	Active	Email:	

Manager - REZA ZANDIAN

Address 1:	PO BOX 927674	Address 2:	
City:	SAN DIEGO	State:	CA

Zip Code: 91927	Country: USA
Status: Resigned	Email:

- Actions/Amendments	
Action Type: Articles of Organization	
Document Number: LLC29380-2004-001	# of Pages: 1
File Date: 12/15/2004	Effective Date:
(No notes for this action)	
Action Type: Initial List	
Document Number: LLC29380-2004-002	# of Pages: 1
File Date: 12/15/2004	Effective Date:
List of Officers for 2004 to 2005	
Action Type: Annual List	
Document Number: 20050561932-73	# of Pages: 1
File Date: 11/18/2005	Effective Date:
(No notes for this action)	
Action Type: Annual List	
Document Number: 20070107298-06	# of Pages: 1
File Date: 2/8/2007	Effective Date:
(No notes for this action)	
Action Type: Annual List	
Document Number: 20070801466-64	# of Pages: 1
File Date: 11/26/2007	Effective Date:
(No notes for this action)	
Action Type: Annual List	
Document Number: 20080805719-20	# of Pages: 1
File Date: 12/10/2008	Effective Date:
08-09	
Action Type: Annual List	
Document Number: 20100743562-60	# of Pages: 1
File Date: 10/1/2010	Effective Date:
(No notes for this action)	
Action Type: Miscellaneous	
Document Number: 20130804561-10	# of Pages: 1
File Date: 12/9/2013	Effective Date:
CERT OF REIN	
Action Type: Reinstatement	
Document Number: 20130804562-21	# of Pages: 1
File Date: 12/9/2013	Effective Date:
REIN 10-14	
Action Type: Acceptance of Registered Agent	

Document Number:	20130804563-32	# of Pages:	1
File Date:	12/9/2013	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20140803811-48	# of Pages:	1
File Date:	12/11/2014	Effective Date:	
(No notes for this action)			
Action Type:	Resignation of Officers		
Document Number:	20150140032-78	# of Pages:	1
File Date:	3/27/2015	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20150573729-61	# of Pages:	1
File Date:	12/31/2015	Effective Date:	
(No notes for this action)			

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Business Entity Information

Status:	Active	File Date:	6/9/2005
Type:	Domestic Limited-Liability Company	Entity Number:	E0363852005-8
Qualifying State:	NV	List of Officers Due:	6/30/2014
Managed By:	Managers	Expiration Date:	
NV Business ID:	NV20051368188	Business License Exp:	6/30/2014

Registered Agent Information

Name:	SEAN S. FAYEGHI	Address 1:	1401 LAS VEGAS BLVD SOUTH
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89104
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	
Mailing Zip Code:			
Agent Type:	Noncommercial Registered Agent		

[View all business entities under this registered agent](#)

Financial Information

No Par Share Count:	0	Capital Amount:	\$0
No stock records found for this company			

Officers

Include Inactive Officers

JM_0073

Manager - SEAN S FAYEGHI			
Address 1:	1401 LAS VEGAS BLVD SOUTH	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89104	Country:	USA
Status:	Active	Email:	
Manager - SEAN S FAYEGHI			
Address 1:	276 DARK FOREST AVE	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89123	Country:	USA
Status:	Historical	Email:	
Manager - SHA REZAIE			
Address 1:	2242 CASSATT DR	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89074	Country:	USA
Status:	Active	Email:	
Manager - SHA REZAIE			
Address 1:	2242 CASSATT DR	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89074	Country:	USA
Status:	Historical	Email:	
Manager - REZA ZANDIAN			
Address 1:	PO BOX 927674	Address 2:	
City:	SAN DIEGO	State:	CA
Zip Code:	92192-7674	Country:	USA
Status:	Active	Email:	
Manager - REZA ZANDIAN			
Address 1:	PO BOX 927674	Address 2:	
City:	SAN DIEGO	State:	CA
Zip Code:	92192-7674	Country:	USA
Status:	Historical	Email:	

Actions\Amendments

[Click here to view 12 actions\amendments associated with this company](#)

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WENDOVER PROJECT L.L.C.

Business Entity Information			
Status:	Active	File Date:	4/7/2003
Type:	Domestic Limited-Liability Company	Entity Number:	LLC5010-2003
Qualifying State:	NV	List of Officers Due:	4/30/2019
Managed By:	Managers	Expiration Date:	4/7/2503
NV Business ID:	NV20031051984	Business License Exp:	4/30/2019

Additional Information	
Central Index Key:	

Registered Agent Information			
Name:	RAY KOROGHLI	Address 1:	3055 VIA SARAFINA DR
Address 2:		City:	HENDERSON
State:	NV	Zip Code:	89052
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	NV
Mailing Zip Code:			
Agent Type:	Commercial Registered Agent		
Status:	Active		

Financial Information			
No Par Share Count:	0	Capital Amount:	\$ 0
No stock records found for this company			

- Officers <input checked="" type="checkbox"/> Include Inactive Officers			
Manager - GHOLAMREZA ZANDIAN JAZI			
Address 1:	6 RUE EDOUARD FOURNIER	Address 2:	
City:	PARIS	State:	
Zip Code:	75116	Country:	FRA
Status:	Active	Email:	
Manager - GHOLAMREZA ZANDIAN JAZI			
Address 1:	6 RUE EDOUARD FOURNIER	Address 2:	
City:	PARIS	State:	
Zip Code:	75116	Country:	FRA
Status:	Historical	Email:	
Manager - RAY KOROGHLI			
Address 1:	3055 VIA SARAFINA DR	Address 2:	
City:	HENDERSON	State:	NV
Zip Code:	89052	Country:	
Status:	Active	Email:	
Manager - RAY KOROGHLI			
Address 1:	3055 VIA SARAFINA DR	Address 2:	

City:	HENDERSON	State:	NV
Zip Code:	89052	Country:	
Status:	Historical	Email:	
Manager - STAR LIVING TRUST			
Address 1:	2827 S MONTE CRISTO	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89117	Country:	
Status:	Active	Email:	
Manager - STAR LIVING TRUST			
Address 1:	2827 S MONTE CRISTO	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89117	Country:	
Status:	Historical	Email:	

- Actions/Amendments			
Action Type:	Articles of Organization		
Document Number:	LLC5010-2003-001	# of Pages:	1
File Date:	4/7/2003	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	LLC5010-2003-003	# of Pages:	1
File Date:	7/8/2003	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	LLC5010-2003-002	# of Pages:	1
File Date:	3/11/2004	Effective Date:	
List of Officers for 2004 to 2005			
Action Type:	Annual List		
Document Number:	20050303179-80	# of Pages:	1
File Date:	7/5/2005	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20060225683-54	# of Pages:	1
File Date:	4/7/2006	Effective Date:	
06-07			
Action Type:	Annual List		
Document Number:	20070124283-99	# of Pages:	1
File Date:	2/20/2007	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20080256781-39	# of Pages:	1
File Date:	4/14/2008	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20090203430-03	# of Pages:	1
File Date:	2/27/2009	Effective Date:	

09-10			
Action Type:	Annual List		
Document Number:	20100243361-32	# of Pages:	1
File Date:	3/25/2010	Effective Date:	
10/11			
Action Type:	Annual List		
Document Number:	20110188889-46	# of Pages:	1
File Date:	3/14/2011	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20120132390-73	# of Pages:	1
File Date:	2/27/2012	Effective Date:	
12/13			
Action Type:	Annual List		
Document Number:	20130227872-34	# of Pages:	1
File Date:	4/4/2013	Effective Date:	
2013/2014			
Action Type:	Annual List		
Document Number:	20140223915-99	# of Pages:	1
File Date:	3/27/2014	Effective Date:	
14-15			
Action Type:	Annual List		
Document Number:	20150180558-65	# of Pages:	1
File Date:	4/22/2015	Effective Date:	
15-16			
Action Type:	Annual List		
Document Number:	20160202023-08	# of Pages:	1
File Date:	5/2/2016	Effective Date:	
16-17			
Action Type:	Annual List		
Document Number:	20170186849-46	# of Pages:	1
File Date:	4/28/2017	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20180060655-63	# of Pages:	1
File Date:	2/7/2018	Effective Date:	
18-19			

NEVADA SECRETARY OF STATE

Barbara K. Cegavske

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* Includes Trademarks, Trade Names, Service Marks, Reserved Names & Business Licenses

Search by

Entity Name:

Sort by

Relevance

descending ascending order

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No results for entity name search on "big spring ranch"

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101 N Carson Street Suite 3 Carson City, NV 89701

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NEVADA LAND & WATER RESOURCES L.L.C.

Business Entity Information			
Status:	Permanently Revoked	File Date:	5/13/2003
Type:	Domestic Limited-Liability Company	Entity Number:	LLC6961-2003
Qualifying State:	NV	List of Officers Due:	5/31/2008
Managed By:	Managers	Expiration Date:	5/13/2503
NV Business ID:	NV20031071434	Business License Exp:	

Registered Agent Information			
Name:	RAY KOROGHLI	Address 1:	3055 VIA SARAFINA DR
Address 2:		City:	HENDERSON
State:	NV	Zip Code:	89052
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	NV
Mailing Zip Code:			
Agent Type:	Commercial Registered Agent		
Status:	Active		

Financial Information			
No Par Share Count:	0	Capital Amount:	\$ 0
No stock records found for this company			

- Officers <input checked="" type="checkbox"/> Include Inactive Officers			
Manager - RAY KOROGHLI			
Address 1:	3055 VIA SARAFINA DR	Address 2:	
City:	HENDERSON	State:	NV
Zip Code:	89052	Country:	
Status:	Active	Email:	
Manager - RAY KOROGHLI			
Address 1:	3055 VIA SARAFINA DR	Address 2:	
City:	HENDERSON	State:	NV
Zip Code:	89052	Country:	
Status:	Historical	Email:	
Manager - STAR LIVING TRUST			
Address 1:	2827 S MONTE CRISTO	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89117	Country:	
Status:	Active	Email:	
Manager - STAR LIVING TRUST			
Address 1:	2827 S MONTE CRISTO	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89117	Country:	
Status:	Historical	Email:	

- Actions\Amendments			
Action Type:	Articles of Organization		
Document Number:	LLC6961-2003-001	# of Pages:	1
File Date:	5/13/2003	Effective Date:	
(No notes for this action)			
Action Type:	Initial List		
Document Number:	LLC6961-2003-002	# of Pages:	1
File Date:	8/19/2003	Effective Date:	
List of Officers for 2003 to 2004			
Action Type:	Reinstatement		
Document Number:	20060284087-77	# of Pages:	1
File Date:	5/1/2006	Effective Date:	
(No notes for this action)			
Action Type:	Acceptance of Registered Agent		
Document Number:	20060284088-88	# of Pages:	1
File Date:	5/1/2006	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20070385327-47	# of Pages:	1
File Date:	5/31/2007	Effective Date:	
(No notes for this action)			

Search...

OPTIMA TECHNOLOGY CORPORATION

New Search

Printer Friendly

Calculate Reinstaten

Business Entity Information			
Status:	Revoked	File Date:	10/11/2004
Type:	Domestic Close Corporation	Entity Number:	C27410-2004
Qualifying State:	NV	List of Officers Due:	10/31/2008
Managed By:		Expiration Date:	
NV Business ID:	NV20041618927	Business License Exp:	

Registered Agent Information			
Name:	REZA ZANDIAN	Address 1:	8350 W. SAHARA AVE SUITE 150
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89117
Phone:		Fax:	
Mailing Address 1:	8 SAN RAMON DR	Mailing Address 2:	
Mailing City:	IRVINE	Mailing State:	CA
Mailing Zip Code:	92612		
Agent Type:	Noncommercial Registered Agent		
View all business entities under this registered agent			

Financial Information			
No Par Share Count:	10,000.00	Capital Amount:	\$ 0
No stock records found for this company			

Officers <input type="checkbox"/> Include Inactive Officers			
Director - REZA ZANDIAN			
Address 1:	8775 COSTA VERDE BLVD #501	Address 2:	

City:	SAN DIEGO	State:	CA
Zip Code:	92122	Country:	USA
Status:	Active	Email:	
Treasurer - REZA ZANDIAN			
Address 1:	8775 COSTA VERDE BLVD #501	Address 2:	
City:	SAN DIEGO	State:	CA
Zip Code:	92122	Country:	USA
Status:	Active	Email:	
Secretary - REZA ZANDIAN			
Address 1:	8775 COSTA VERDE BLVD #501	Address 2:	
City:	SAN DIEGO	State:	CA
Zip Code:	92122	Country:	USA
Status:	Active	Email:	
President - REZA ZANDIAN			
Address 1:	8775 COSTA VERDE BLVD #501	Address 2:	
City:	SAN DIEGO	State:	CA
Zip Code:	92122	Country:	USA
Status:	Active	Email:	

Actions\Amendments
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OPTIMA TECHNOLOGY CORPORATION

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Calculate Reinstatement

Business Entity Information

Status:	Revoked	File Date:	10/11/2004
Type:	Domestic Close Corporation	Entity Number:	C27410-2004
Qualifying State:	NV	List of Officers Due:	10/31/2008
Managed By:		Expiration Date:	
NV Business ID:	NV20041618927	Business License Exp:	

Registered Agent Information

Name:	REZA ZANDIAN	Address 1:	8350 W. SAHARA AVE SUITE 150
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89117
Phone:		Fax:	
Mailing Address 1:	8 SAN RAMON DR	Mailing Address 2:	
Mailing City:	IRVINE	Mailing State:	CA
Mailing Zip Code:	92612		
Agent Type:	Noncommercial Registered Agent		

[View all business entities under this registered agent](#)

Financial Information

No Par Share Count:	10,000.00	Capital Amount:	\$ 0
No stock records found for this company			

Officers

Include Inactive Officers

Director - REZA ZANDIAN			
Address 1:	8775 COSTA VERDE BLVD #501	Address 2:	

City:	SAN DIEGO	State:	CA
Zip Code:	92122	Country:	USA
Status:	Active	Email:	
Treasurer - REZA ZANDIAN			
Address 1:	8775 COSTA VERDE BLVD #501	Address 2:	
City:	SAN DIEGO	State:	CA
Zip Code:	92122	Country:	USA
Status:	Active	Email:	
Secretary - REZA ZANDIAN			
Address 1:	8775 COSTA VERDE BLVD #501	Address 2:	
City:	SAN DIEGO	State:	CA
Zip Code:	92122	Country:	USA
Status:	Active	Email:	
President - REZA ZANDIAN			
Address 1:	8775 COSTA VERDE BLVD #501	Address 2:	
City:	SAN DIEGO	State:	CA
Zip Code:	92122	Country:	USA
Status:	Active	Email:	

Actions\Amendments
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079-150-09; 079-150-10; 079-150-13;
084-040-02; 084-040-04; 084-040-06;
084-040-10; 084-130-07; 084-140-17

APN# _____

Recording Requested by:

Name: Wright Finlay & Zak, LLP
Address: 7785 W. Sahara Ave., Suite 200
City/State/Zip: Las Vegas, Nevada 89117

When Recorded Mail to:

Name: Wright Finlay & Zak, LLP
Address: 7785 W. Sahara Ave., Suite 200
City/State/Zip: Las Vegas, Nevada 89117

Mail Tax Statement to:

Name: _____
Address: _____
City/State/Zip: _____

DOC # 4747575

09/25/2017 02:36:29 PM
Requested By
NATIONWIDE LEGAL NEVADA LLC
Washoe County Recorder
Lawrence R. Burtness - Recorder
Fee: \$39.00 RPTT: \$0.00
Page 1 of 23



(for Recorder's use only)

Order on Stipulation for Final
Resolution of Litigation

(Title of Document)

Please complete Affirmation Statement below:

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

-OR-

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

(State specific law)

[Handwritten Signature] Attorney

Signature Title

Yanxiong Li, Esq.
Printed Name

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

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

(Additional recording fee applies)

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2 JOHN PETER LEE, LTD.
3 JOHN PETER LEE, ESQ.
4 Nevada Bar No. 001768
5 YVETTE R. FREEDMAN, ESQ.
6 Nevada Bar No. 009898
7 830 Las Vegas Boulevard South
8 Las Vegas, Nevada 89101
9 (702) 382-4044 Fax: (702) 383-9950
10 Attorneys for Plaintiff/Counterdefendant

7 DISTRICT COURT
8 CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDIAN JAZI,

10 Plaintiff,

11 v.

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

16 Defendants.

CASE NO.: A511131
DEPT. NO.: XI

ORDER ON STIPULATION

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

20 Counterclaimants,

21 v.

22 GHOLAMREZA ZANDIAN JAZI.

23 Counterdefendant.

24 WENDOVER PROJECT, LLC,

25 Counterclaimant,

26 v.

27 GHOLAMREZA ZANDIAN JAZI,

28 Counterdefendant.

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

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

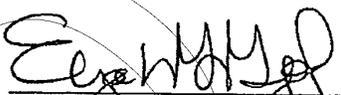
6 1334.022860-JLR

7 Upon reading and filing the Stipulation for Final Resolution of Litigation and the Agreement
8 attached, and good cause appearing, it is

9 ORDERED that the parties are to comply with the Stipulation and Agreement, and it is
10 further

11 ORDERED that this Court will retain jurisdiction over the parties to enforce the Stipulation
12 and Agreement.

13 Dated this 15 day of ^{July} ~~June~~, 2008.

14 
 15 Honorable Elizabeth Gonzalez
 District Court Judge

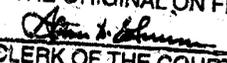
CC
84

16 SUBMITTED BY:
17 JOHN PETER LEE, LTD.

18
 19 BY: 
 20 JOHN PETER LEE, ESQ.
 Nevada Bar No. 001768
 YVETTE R. FREEDMAN, ESQ.
 Nevada Bar No. 009898
 830 Las Vegas Boulevard South
 Las Vegas, Nevada 89101
 Ph: (702) 382-4044/Fax: (702) 383-9950
 Attorneys for Plaintiff/Counterdefendant

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 OF THE ORIGINAL ON FILE

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

Chaf...
CLERK OF THE COURT

JUL 14 4 11 PM '08

FILED

DISTRICT COURT

CLARK COUNTY, NEVADA

9 GHOLAMREZA ZANDIAN JAZI,
10 Plaintiff,

CASE NO.: A511131
DEPT. NO.: XI

11 v.

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

STIPULATION FOR FINAL
RESOLUTION OF
LITIGATION

20 Defendants.

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

20 Counterclaimants,

DATE:
TIME:

21 v.

22 GHOLAMREZA ZANDIAN JAZI,

23 Counterdefendant.

24 WENDOVER PROJECT, LLC,

25 Counterclaimant,

26 v.

27 GHOLAMREZA ZANDIAN JAZI,

28 Counterdefendant.

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JUL 14 2008

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

6 1334.022860-JLR

7 This Stipulation is made and entered by and between the parties to this litigation acting by
8 and through their respective undersigned counsel and, based upon the following Recitals, stipulate
9 and agree for their clients as to the particulars and matters hereinafter set forth.

10 WHEREAS litigation was commenced in the above entitled action brought by Gholamreza
11 Zandian Jazi and others against Fred Sadri, Ray Koroghli and others, which was referred to
12 arbitration by agreement and the ensuing arbitration award confirmed by this Court and later
13 appealed by the Defendants to the Supreme Court of the State of Nevada where it is presently
14 pending as Case No. A511131; and

15 WHEREAS these parties have negotiated a settlement of all of the issues presented in the
16 litigation and appeal and other issues subsidiary to the litigated items and have reached a resolution
17 and have reduced the settlement to a written Agreement to be read and approved by this Court and
18 the parties ordered to comply with the provisions thereof, with the Court to retain jurisdiction for the
19 purpose of enforcing said Agreement, a copy of which is attached hereto as Exhibit "1."

20 NOW, based upon these Recitals, the parties agree as follows:

21 1. That all claims by any party against the other on account of any matters arising from
22 their business relationships which are the subject of this litigation and appeal are released, discharged
23 and satisfied save and except for the continuing obligations and matters set forth in the Agreement,
24 a copy of which is attached to this Stipulation and incorporated herein by this reference.

25 2. The parties, and each of them, are to be ordered by the above entitled Court to comply
26 with the provisions of the Agreement in all respects. The Court shall retain jurisdiction of this matter
27 for the purpose of enforcing the Agreement upon proper application of any of the parties hereto.

28

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ATTORNEYS AT LAW
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Telephone (702) 382-4044
Telecopier (702) 383-9950

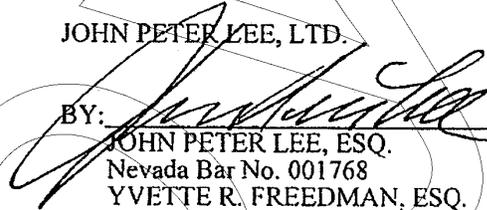
1 3. It is to be further ordered by the Court that the four Lis Pendens heretofore recorded
2 will be ordered released and discharged and of no further force and effect as of the date of the
3 signing of the Court's order.

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

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

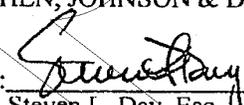
10 DATED this ___ day of June, 2008.

11 JOHN PETER LEE, LTD.

12 BY: 

13 JOHN PETER LEE, ESQ.
14 Nevada Bar No. 001768
15 YVETTE R. FREEDMAN, ESQ.
16 Nevada Bar No. 009898
17 830 Las Vegas Boulevard South
18 Las Vegas, Nevada 89101
19 (702) 382-4044/ Fax (702) 383-9950

20 COHEN, JOHNSON & DAY

21 BY:  6-24-08

22 Steven L. Day, Esq.
23 Nevada Bar No. 003708
24 1060 West Wigwam Parkway
25 Henderson, Nevada 89074

26 GHOLAMREZA ZANDIAN JAZI

27 
28 RAY KOROGHLI, individually

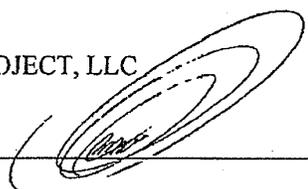
FARIBORZ FRED SADRI, individually, and as
Trustee of the Star Living Trust

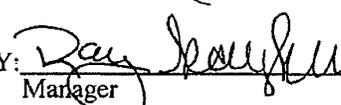
JOHN PETER LEE, LTD.

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

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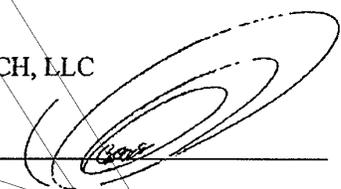
WENDOVER PROJECT, LLC

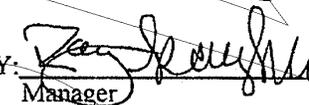
BY: 
Manager

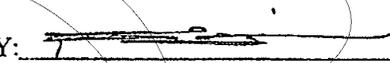
BY: 
Manager

BY: 
Manager

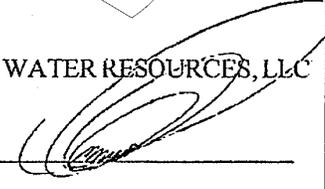
BIG SPRING RANCH, LLC

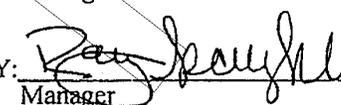
BY: 
Manager

BY: 
Manager

BY: 
Manager

NEVADA LAND AND WATER RESOURCES, LLC

BY: 
Manager

BY: 
Manager

BY: 
Manager

COPY

702

SETTLEMENT AND MUTUAL RELEASE AGREEMENT

This Agreement is made and entered into this 17th day of June, 2008, "effective date" by and between Reza Zandian ("Zandian"), Fred Sadri individually and as trustee of Star Living Trust ("Sadri") and Ray Koroghli ("Koroghli") individually and as Members and Managing Members of Wendover Project, LLC, Nevada Land & Water Resources, LLC and Big Spring Ranch, LLC.

1. RECITALS

1.1 WHEREAS Sadri is joined in this Agreement in his individual capacity and as Trustee of the Star Living Trust ("Trust") and

1.2 The use of the name "Sadri" shall reflect his agreement individually to the terms and provisions of this Agreement, and also his agreement to these terms and provisions as a Trustee of the Star Living trust without repetition of that fact through the body of this Agreement.

1.3 WHEREAS Zandian, Sadri and Koroghli are or have been Managing Members of Wendover Project, LLC ("Wendover"), Nevada Land and Water Resources, LLC ("Nevada Land") and Big Spring Ranch, LLC ("Big Spring"), jointly LLC's and this Agreement binds the individual parties and the LLC's identified; and

1.4 WHEREAS all of the above are limited liability companies formed in and doing business in the State of Nevada; and

1.5 WHEREAS each individual party to this Agreement is married, and each individual party will indemnify each and every other party on account of any causes of actions,

RK

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claims or demands made by their respective spouses on account of any of the matters contained in this Agreement and hold each of them harmless therefrom; and

1.6 WHEREAS Zandian has been denied access to the books and financial affairs of the LLC's and the nature and extent of the assets of each of the LLC's since May, 2004, and accordingly has no information concerning the admission of members, the sale of assets of the LLC's, the debts incurred or any financial information whatsoever, all of which is within the knowledge and control of Sadri and Koroghli, but which information will be revealed to Zandian as herein provided; and

1.7 WHEREAS litigation was commenced by Zandian on the 10th day of October, 2005 as Plaintiff who brought suit in the Nevada Eighth Judicial District, Clark County Nevada, against Sadri and Koroghli and the LLC's named herein as Case No. A511131, which litigation resulted in a Judgment in Zandian's favor entered on the 8th day of June, 2007, which Judgment has been appealed and cross-appealed and is presently pending in the Supreme Court of Nevada as Case No. 49924 (jointly "Litigation"); and

1.8 WHEREAS the parties intend that they will, in writing, acknowledge Zandian as a Managing Manager in good standing in each of the LLC's referred to in these Recitals with equal voting rights as Sadri and Koroghli and same rights and benefits he had before May 2004 granted by Operating Agreement of ("Wendover") and (Big Spring Ranch); and

1.9 WHEREAS the parties hereto have a dispute as to the control and ownership of the LLC's identified in Section 1.3 as well as other properties held by them as tenants in common. It is the intention of the parties to this agreement to resolve all outstanding disputes

RK.

(3)

AK
AK

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

2. TERMS OF AGREEMENT

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

2.1 Wendover Project, LLC

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

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

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

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

RK

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

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

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

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

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2.2 Big Springs Ranch, LLC

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

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

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

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

2.3 The Sparks 320 acres

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

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

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

2.4 The Pah Rah Property

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

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

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

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

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

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

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

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

2.7 Zandian shall dismiss the Litigation with prejudice.

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

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

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

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

3. ATTORNEYS= FEES

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

4. ENTIRE AGREEMENT

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

5. APPLICABLE LAW

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

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

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

6. BENEFIT

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

7. COUNTERPARTS

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

8. MUTUAL WARRANTIES

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

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Agreement, and each individual executing this Settlement Agreement on behalf of any entity or person specifically warrants that he or she has the authority to sign this Settlement Agreement; If any term of this Agreement or the application of any term of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, all provisions, covenants and conditions of this Agreement, and all of its applications, not held invalid, void or unenforceable, shall continue in full force and effect and shall not be affected, impaired or invalidated in any way.

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement on the day and year first written above.

REZA ZANDIAN [Signature] WIFE [Signature]

RAY KOROGHLI [Signature] WIFE [Signature]

FRED SADRI [Signature] WIFE [Signature]

STAR LIVING TRUST [Signature] "TRUSTEE"

WENDOVER PROJECT LLC BY ITS MANAGING MEMBERS:

REZA ZANDIAN [Signature] FRED SADRI [Signature] RAY KOROGHLI [Signature]

BIG SPRING RANCH LLC BY ITS MANAGING MEMBERS:

REZA ZANDIAN [Signature] FRED SADRI [Signature] RAY KOROGHLI [Signature]

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REZA ZANDIAN _____ WIFE _____

RAY KOROGHLI _____ WIFE _____

FRED SADRI _____ WIFE _____

STAR LIVING TRUST _____ "TRUSTEE"

WENDOVER PROJECT LLC BY ITS MANAGING MEMBERS:

REZA ZANDIAN _____ FRED SADRI _____ RAY KOROGHLI _____

BIG SPRING RANCH LLC BY ITS MANAGING MEMBERS:

REZA ZANDIAN _____ FRED SADRI _____ RAY KOROGHLI _____

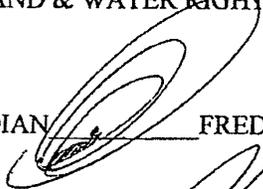
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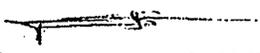
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NEVADA LAND & WATER RIGHTS LLC BY ITS MANAGING MEMBERS:

REZA ZANDIAN



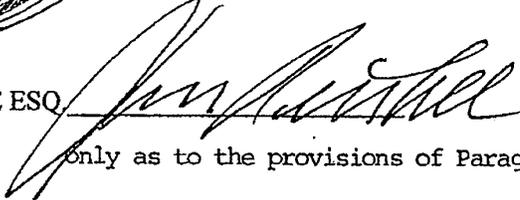
FRED SADRI



RAY KOROGHLI



JOHN PETER LEE ESQ



only as to the provisions of Paragraph 2.5 above

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NOTICES

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

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

To: Mr. Reza Zandian
8775 Coasta Verde Blvd., No. 501
San Diego, CA 92122

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

ACKNOWLEDGED BY:

FRED SADRI

Date

REZA ZANDIAN

Date

RAY KOROGHLI

Date

6/19/08

6-19-08

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San Diego, CA 92122

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Henderson, NV 89052

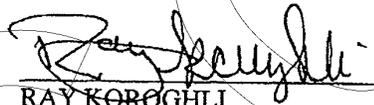
ACKNOWLEDGED BY:


FRED SADRI

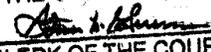
JUNE 24 2008
Date


REZA ZANDIAN

6/19/08
Date


RAY KOROGHLI

6-19-08
Date

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

CLERK OF THE COURT

SEP 15 2017