

IN THE SUPREME COURT OF THE STATE OF NEVADA

* * * * *

CLA PROPERTIES LLC, A
CALIFORNIA LIMITED LIABILITY
COMPANY,

Appellant,

vs.

SHAWN BIDSAL, AN INDIVIDUAL,

Respondent.

CLA PROPERTIES LLC, A
CALIFORNIA LIMITED LIABILITY
COMPANY,

Appellant,

vs.

SHAWN BIDSAL, AN INDIVIDUAL,

Respondent.

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APPELLANT'S APPENDIX

VOLUME 3

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EXHIBIT 124

Inst #: 201203160001304

Fees: \$95.00

N/C Fee: \$25.00

03/16/2012 11:01:15 AM

Receipt #: 1099486

Requestor:

NEVADA TITLE LAS VEGAS

Recorded By: MAT Pgs: 79

DEBBIE CONWAY

CLARK COUNTY RECORDER

RECORDING COVER PAGE(Must be typed or printed clearly in BLACK ink only
and avoid printing in the 1" margins of document)APN# 161-32-810-001
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(DO NOT Abbreviate)Declaration of Covenants, Conditions and Restrictions
and Reservation of Easements for Green Valley
Commerce CenterDocument Title on cover page must appear EXACTLY as the first page of the
document to be recorded.**RECORDING REQUESTED BY:**Nevada Title CompanyRETURN TO: Name WEST Coast InvestmentsAddress 14039 Sherman way B1City/State/Zip Van Nuys, Ca 91405**MAIL TAX STATEMENT TO: (Applicable to documents transferring real property)**Name WEST Coast InvestmentsAddress 14039 Sherman way B1City/State/Zip Van Nuys, Ca 91405

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Declaration of Covenants, Conditions and Restrictions
and Reservation of Easements for Green Valley
Commerce Center

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Nevada Title Company

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City/State/Zip Van Nuys, Ca 91405

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Address 14039 Sherman way B1

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**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS**

FOR

GREEN VALLEY COMMERCE CENTER

**(A COMMERCIAL SUBDIVISION)
CLARK COUNTY, NEVADA**

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**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS
FOR
GREEN VALLEY COMMERCE CENTER**

THIS DECLARATION ("**Declaration**"), made and entered into as of the 15 day of March, 2012, by GREEN VALLEY COMMERCE LLC, a Nevada limited-liability company ("**Declarant**"),

WITNESSETH:

WHEREAS:

- A. Declarant owns certain real property located in the City of Henderson, Clark County, Nevada, more particularly described on **Exhibit "A"** hereto ("**Property**"). Declarant intends to develop the Property as an integrated business park, to be known as GREEN VALLEY COMMERCE CENTER or similar name ("**CENTER**"), which shall be restricted exclusively to nonresidential use.
- B. The Center is comprised of certain building lots ("**Lots**") with buildings thereon and common area ("**Common Area**"). The Center may be amended from time to time, as provided herein.
- C. It is the purpose and intent of Declarant that the Lots comprising the Center be an integrated business park in the manner set forth in the site plan attached hereto as **Exhibit "B"** hereto ("**Site Plan**").
- D. It is the purpose and intent of Declarant that this Declaration shall subject each of the Lots to the covenants, conditions and restrictions and reservation of easements hereinafter set forth, for the mutual benefit of the present and future owners and Permittees of any and all portions thereof and their respective heirs, executors, successors, assigns, grantees, mortgagees, and tenants.
- E. Declarant has deemed it desirable, for the efficient preservation of the value and amenities of the Center, to organize the Association, to which shall be delegated and assigned the powers of owning, maintaining and administering the Common Area, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created. Declarant will cause the Association to be formed for the purpose of exercising such function.

NOW, THEREFORE, Declarant hereby declares that each and every portion of the Center shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following protective covenants, conditions, restrictions, reservations, easements, equitable servitudes, liens and charges, all of which shall run with the land, and shall be equitable servitudes, binding upon purchasers, and all persons having any right, title or

interest in the land or any part thereof, and their respective heirs, successors and assigns, for the benefit of Declarant, and all persons hereafter having any right, title or interest in the land or any part thereof and may be enforced by Declarant, the Association, and their respective successors and assigns. All Lots within the Center shall be used, improved, and limited exclusively for nonresidential use.

ARTICLE 1

DEFINITIONS

- Section 1.1 **ACC** shall mean and refer to the Architectural Control Committee for the Center, as set forth in Article 4, below.
- Section 1.2 **Assessments** shall mean and refer to the following:
- a) **“Regular Assessments”** shall mean the amounts, which are to be paid by each Owner to the Association for such Owner’s share of Maintenance Area Expenses as, provided in Article 6, below.
 - (b) **“Special Assessments”** shall mean a charge against any particular Owner and such Owner’s Lot, to reimburse the Association for costs incurred in bringing said Owner and/or such Lot into compliance with the provisions of this Declaration, and any other charge designated as a Special Assessment in this Declaration, together with reasonable attorneys’ fees, interest and other charges payable by such Owner pursuant to the provisions of this Declaration.
- Section 1.3 **Architectural Standards** shall mean and refer to the architectural standards for the Center and improvements therein, as may be adopted from time to time by the Board and administered by the ACC, pursuant to Article 4, below.
- Section 1.4 **Association** shall mean and refer to the owners association for the Center, which shall be known as the Green Valley Commerce Center Owners Association (or similar name), a nonprofit corporation, incorporated under the laws of the State of Nevada, and its successors and assigns.
- Section 1.5 **Board** shall mean and refer to the Board of Directors of the Association.
- Section 1.6 **Building** shall mean and refer to a building structure, including any attached loading dock, generator pad and trash enclosure area, constructed within a Building Lot, other than temporary structures which are for construction personnel or the storage of supplies and equipment during construction.
- Section 1.7 **Building Lot** or **Lot** shall mean each portions of the Center designated on the Site Plan as a numbered Lot and shall include the building pad.
- Section 1.8 **Common Area** shall mean and refer to all of the Property except for that portion of the Property located within a Lot, and shall include, but not be limited to, the Parking Area. The Common Area is more particularly described in **Exhibit “C”** hereto.

- Section 1.9 **Estimated Budget** shall mean a pro forma operating statement or budget for each calendar year pursuant to which the Operator shall estimate the total Maintenance Area Expenses to be incurred for such year.
- Section 1.10 **Governing Documents** shall mean this Declaration, the Association Articles of Incorporation ("**Articles**") and Bylaws ("**Bylaws**") and any Association Rules and Regulations ("**Rules**"). The Governing Documents shall be construed so as to be reasonably compatible with each other. In the event of any irreconcilable conflict, the Governing Document listed first shall prevail over any other subsequently listed Governing Documents in the preceding sentence.
- Section 1.11 **Hazardous Material** shall mean any hazardous or toxic substance, material or waste which is or becomes regulated by, or is subject to, or governed under, any local governmental authority, any agency of the State of Nevada, or any agency of the United States Government, including, without limitation, any material or substance which is: (1) defined as a "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "hazardous substance", "hazardous material," "toxic material" or "toxic substance" under any federal, state or local governmental rule, regulation, ordinance, statute or act now or hereafter enacted, (2) petroleum and any petroleum by-products, (3) asbestos, (4) urea formaldehyde foam insulation, or (5) polychlorinated biphenyl.
- Section 1.12 **Maintenance Area** shall mean and refer to the portion of the Property intended for non-exclusive use by the Owners and their Permittees, tenants, subtenants, employees, concessionaires, licensees, customers, and business invitees in common with other users as permitted by the Declaration. Maintenance Area shall include, but not be limited to, the Common Area, and the Greenbelt.
- Section 1.13 **Mortgagee** shall mean a mortgagee, or trustee and beneficiary under a Mortgage (as hereinafter defined), and to the extent applicable, a fee owner or lessor or sublessor of any Lot which is the subject of a lease under which any Owner becomes a lessee in a so-called "sale and leaseback" or "assignment and sublease back" transaction. The term "**Mortgage**" means any first mortgage, indenture of first mortgage, or first deed of trust encumbering the interest, whether fee or leasehold, of an Owner in a Lot and, to the extent applicable, a "sale and leaseback" or assignment and sublease back" transaction.
- Section 1.14 **Occupant** shall mean and refer to, collectively, the Owner and any and all other Person(s) entitled, by ownership, leasehold interest or other legal relationship, to the exclusive right to occupy all or any portion of a Lot or Building.
- Section 1.15 **Owner** shall mean and refer to one or more Persons or entities who are the record owners of a fee title to a Lot, including Declarant or the vendee under an installment land sales contract, but excluding those having any interest merely as security for the performance of an obligation. In the event that the ownership of any Building or other improvements and any portion of a Lot shall ever be severed from the land, whether by lease or by deed, only the owner of the interest in the land shall be deemed an Owner hereunder. The Owner of the fee title and not the lessee of a Lot shall be deemed the Owner regardless of the term of any

lease. Such "Owner" shall include any Person designated in writing by any Owner to act in the manner and at the time provided herein with complete authority and in the place of such Owner in the matter for which action is taken, powers exercised or performance required, provided such written authority shall be recorded in the Official Records of the County Recorder for Clark County, Nevada. Owner shall also include a mortgagee who holds title to a Lot by foreclosure.

- Section 1.16 **Parking Area** shall mean those portions of the Common Area used for (i) pedestrian and vehicular ingress to and egress from the Center, from and to adjacent public streets, (ii) pedestrian and vehicular movement in and about the Center, and (iii) the parking of motor vehicles together with all parking improvements to the Common Area which at any time are erected thereon, including incidental and interior roadways, pedestrian stairways, walkways and curbs, within or adjacent to such areas, plus such other areas as Declarant may from time to time designate as Parking Area.
- Section 1.17 **Permittee** shall mean and refer to, collectively, an Owner, Occupant, and any other Person from time to time entitled to the use and occupancy of any portion of any Building in the Center under any lease, deed or other arrangement whereunder such Person has acquired a right to use and occupy any Building, and all of their respective officers, directors, managers, members, partners, employees, agents, contractors, customers, visitors, invitees, licensees, lessees, subtenants, and concessionaires. Among others, Persons engaging in the following activities on the Common Area or Greenbelt will not be considered Permittees: (i) exhibiting any placard, sign, or notice; (ii) distributing any circular, handbill, placard, booklet; (iii) soliciting memberships; (iv) parading, picketing, or demonstrating; and/or (v) failing to follow regulations relating to the use of the Center.
- Section 1.18 **Person** shall mean any individual, partnership, firm, association, joint venture, corporation, limited liability company, business trust, or any form of business or governmental entity.
- Section 1.19 **Pro Rata** shall mean and refer to a fraction, determined as follows: the number of square feet of the Lot owned by an Owner (whether developed or not) divided by the total number of square feet of all Lots in the Center (whether developed or not).
- Section 1.20 **Site Plan** shall mean the site development plan for the Center attached hereto as Exhibit "B" and incorporated herein by this reference, as may be amended from time to time by Declarant.
- Section 1.21 **Greenbelt** shall mean the areas of landscaping immediately adjacent to each building.

ARTICLE 2

USE RESTRICTIONS

Section 2.1 **In General.** The Property shall be a commercial subdivision, as reasonably determined by Declarant. No business operation shall be performed or carried out in such manner that such operation or use, in the judgment of the Declarant, is or shall become an annoyance or nuisance to any other portion of the Property or other Owner or Permittee, or which shall in any way interfere with the quiet enjoyment of a Lot. No Owner or Permittee shall carry any merchandise or substance or perform any activity, in relation to the use of its Lot, which would either: (a) cause or threaten the cancellation of any insurance covering the Lot or any other portion of the Center, or (b) increase the insurance rates applicable to any portion of the Center.

Section 2.2 **Prohibited Uses.** Notwithstanding the provisions of Section 2.1 to the contrary, no use or operation will be made, conducted or permitted on or with respect to all or any part of the Property, which use or operation in Declarant's sole and absolute discretion is obnoxious to, or out of harmony with, the development or operation of a first-class commercial subdivision, including, without limitation, the following:

- (a) Any use which constitutes a public or private nuisance.
- (b) Any use, which produces noise, or sound, which may be heard outside of any Building Lot within the Property, that is objectionable due to intermittence, beat, frequency, shrillness or loudness.
- (c) Any use which produces any noxious odor, which may be smelled outside any Building Lot within the Property.
- (d) Any use which produces any excessive quantity of dust, dirt or ashes.
- (e) Any assembly, manufacture, distillation, refining, smelting, agriculture, or mining operation.
- (f) Any drilling for, and/or removal of, any subsurface substance.
- (g) Any dumping, disposal, incineration, or reduction of garbage or refuse, other than in enclosed receptacles intended for such purposes.
- (h) Any unenclosed outdoor storage of materials of any kind.

Section 2.3 **Hazardous Materials.** No Owner(s) or Permittee shall release, generate, use, store, dump, transport, handle or dispose of any Hazardous Material within the Property or otherwise permit the presence of any Hazardous Material on, under, or about the Property, or transport any Hazardous Material to or from the Property except in strict accordance with all applicable laws, ordinances, rules and regulations now or hereafter promulgated by any governmental authority having jurisdiction thereof. Each Owner and Permittee shall immediately advise the Board in writing and provide the Board with a copy of: (1) any notices of violation or potential or alleged violation of any laws, ordinances or regulations

which are received by said Owner and/or Permittee from any governmental agency concerning the use, storage, release and/or disposal of Hazardous Materials on or about the relevant Lot; (2) any and all inquiry, investigation, enforcement, cleanup, removal or other governmental or regulatory actions instituted or threatened relating to such Owner, its Lot(s) and/or the Permittees thereof; (3) all claims made or threatened by any third party against such Owner, its Lot(s) and/or the Permittees thereof relating to any Hazardous Materials; and (4) any release of Hazardous Materials on or about the Property which such Owner or Permittee knows of or reasonably believes may have occurred. The Operator shall not be liable in damages or otherwise due to its receipt pursuant to this Section of information of any kind submitted to Operator relating to Hazardous Materials, and no duty of any kind shall be inferred or imputed to Operator because of its receipt of such information. In no event shall Operator be obligated to make or perform any inquiry, investigation, enforcement, cleanup, removal or take any other action with respect to the presence of Hazardous Materials on any portion of the Property, nor shall Operator be obligated or permitted to take any action with respect to the presence of Hazardous Materials on any portion of the Property. Every person who submits such information to Operator hereunder agrees by submission of such information, and every Owner of any interest in the Property agrees by acquiring an interest therein, that it will not bring any action or suit against Declarant and/or Association to recover any such damages. Each Owner on behalf of itself and its Permittees agrees to indemnify, defend, and hold harmless Declarant, Association, the Board, the ACC, and all other Owners and Permittees from and against any and all claims, judgments, damages, penalties, fines, costs, losses, expenses and liabilities arising from any breach or violation of this Section by such Owner and its Permittees or arising from the presence, storage, use, release or disposal of any Hazardous Materials within the Property by such Owner or its Permittees.

Section 2.4 **Promotional Activities.** There shall be no promotional, entertainment or amusement activities in the Common Area, which would interfere with the use of the Common Area and related facilities, without the prior written consent of Declarant and the Owners of all Lots upon which any such activities are to be conducted.

Section 2.5 **Amendments Regarding Use Restrictions.** Declarant hereby reserves the right, in its sole discretion, to unilaterally amend and/or supplement any of the provisions of this Article 2, by Recording a Supplemental Declaration, provided that no such Supplemental Declaration shall prohibit any operation or use which is properly in effect prior to the Recordation thereof.

ARTICLE 3 EASEMENTS

Section 3.1 **Parking Easements.** Declarant hereby grants, reserves and establishes for the benefit of itself, the Association, and each Owner of a Lot within the Property, for use by Declarant, the Association, all Owners and their respective Permittees, nonexclusive, perpetual easements in, to, over and across all Parking Areas situated within the Property for the purpose of parking vehicles of Owners and

Permittees thereon, limited, however, to purposes connected with or incidental to use of such parking for commercial subdivision purposes. Notwithstanding the foregoing grant, Covered Parking, if any is reserved exclusively for the use of each Building as set forth on the attached Exhibit D and any space designated as "Handicapped Parking" in front of a building is reserved specifically for the Building and its tenants and invitees. Declarant reserves the right to construct Covered Parking and amend Exhibit D to specifically allocate such Covered Parking to one or more Buildings.

Section 3.2 **Access Easements.** Declarant hereby grants, reserves and establishes for the benefit of itself, the Association and each Owner of a Lot within the Property, for use by Declarant, the Association, all Owners and their respective Permittees, nonexclusive, perpetual easements in, to, over and across all Common Area and Greenbelt portions of the Property, including all Parking Areas, for vehicular (including service vehicles) and pedestrian ingress, egress, access and passage, to, from, within and through the Center and any and all Lots situated within the Center.

Section 3.3 **Utility Easements.** Declarant hereby grants, reserves and establishes for the benefit of itself, any and all utility companies providing utility services to the Center., the Association and each Owner of a Lot within the Property, nonexclusive easements in, to, over, and across the Common Area and Greenbelt portions of the Property for the purposes of installation, operation, maintenance, repair, replacement, removal and relocation of underground storm sewer lines, sanitary sewer lines, water and gas mains, lines and equipment, electric power lines, telephone lines and cable and other utility lines (collectively, "**Utility Lines**"), subject to the following:

- (a) The installation and relocation of any Utility Lines shall, to the extent reasonably possible, be outside of Building areas and shall be subject, as to location, to the approval of the Declarant and the Owner of any Lot upon which such Utility Lines are to be installed or relocated, such approval not to be unreasonably withheld or delayed. Except with respect to ground mounted electrical transformers, emergency generators and light standards, or as may be necessary during periods of construction, repair, or temporary service, all Utility Lines shall be underground unless required to be above ground by the utility company providing such service. Any party installing Utility Lines pursuant to this Section shall (i) plan and perform such installation and subsequent use of such utilities in a manner so as to minimize interference with existing utilities previously installed within the Property, (ii) pay all costs and expenses with respect thereto, and (iii) cause all work in connection therewith (including general clean-up and proper surface and/or subsurface restoration) to be diligently completed following commencement of such work. The initial location and width of any Utility Lines to be installed within the Common Area and Greenbelt portions of an Owner's Lot shall be subject to the prior approval of such Owner, such approval not to be unreasonably withheld or delayed. Easement areas for Utility Lines shall be no larger than necessary to reasonably satisfy the utility company as to any public Utility Lines or five (5) feet on either side of the centerline of the easement area

as to any private Utility Lines

- (b) Utility Lines may be for the exclusive use of an Owner and its Permittees or for the use of more than one Owner and Permittees collectively. In installing, repairing, maintaining, replacing or relocating any Utility Lines, each Owner exercising the easement rights of this Section shall (i) notify Declarant, the Association and any other affected Owners or Permittees in writing not less than fifteen (15) days prior to commencement of any such work indicating the need for such easement and identifying the proposed location or relocation of the Utility Lines; (ii) make adequate provision for the safety and convenience of all persons using the surface of such areas during the performance of such work; (iii) cause the areas and facilities affected by such work to be replaced or restored to the condition in which they were prior to the performance of such work; and (iv) hold Declarant, the Association and any granting Owner harmless against claims, including costs and attorneys' fees arising from the performance of such work or the use of such easements. The grantee Owner who obtains a Utility Line easement over an adjacent Owner's Lot shall provide to the grantor Owner, a copy of an as-built survey meeting the basic requirements of the American Land Title Association showing the location of such Utility Lines. The Grantor Owner shall have the right at any time to relocate the Utility Lines situated on such Owner's Lot upon thirty (30) days' prior written notice to Declarant, the Association and the grantee Owner, provided that such relocation (i) shall not interfere with or diminish the utility services to the grantee Owner; (ii) shall not reduce or unreasonably impair the usefulness or function of such utility; (iii) shall be performed without cost or expense to the grantee Owner; (iv) shall be completed using materials and design standards which equal or exceed those originally used; (v) shall have been approved by the utility company and the appropriate governmental or quasi-governmental agencies having jurisdiction thereof; and (vi) shall not materially interfere with the use of the Common Area and/or Greenbelt.

Section 3.4 Additional Easements.

- (a) In order to accommodate any footings, foundations, columns, walls, or eaves which may be constructed or reconstructed immediately adjacent to a boundary line of the building pad and Greenbelt and which may overlap that boundary line, Declarant initially declares the existence or, and each Owner hereby grants and conveys to each other Owner, a non-exclusive easement in, to, over, under and across that portion of the Greenbelt adjacent to such boundary line, in apace not theretofore occupied by any then-existing structure, for the construction, maintenance, and replacement of footings and foundations, to a maximum distance of three (3) feet onto the Greenbelt, and for the construction, replacement, and maintenance of columns, walls, or eaves to a maximum distance of three (3) feet onto the Greenbelt. The grant of easement shall include the reasonable right of access necessary to exercise and enjoy such grant. The easement shall continue in effect for the term of this Declaration and thereafter for so long as the Building utilizing the easement area exists (including a

reasonable period to permit reconstruction or replacement of such Building if the same shall be destroyed, damaged, or demolished) and shall include the reasonable right of access necessary to exercise and enjoy such grant.

- (b) Prior to utilizing the easement right set forth in (1) above, the Owner shall advise the Association of its intention to use the same, shall provide the plans and specifications and proposed construction techniques for the improvements to be located within the easement area, and shall give the Association opportunity to commence any construction activities which the Association contemplates undertaking at approximately the same time to the end that each party involved shall be able to utilize subterranean construction techniques which will permit the placement above ground of improvements on each portion of the property immediately adjacent to the common boundary line. If a common subterranean construction element is used by an owner and the Association, it is specifically understood that each shall assume and pay its reasonable share of the cost and expense of the initial construction and, so long as the owner and the Association are benefiting therefrom, subsequent maintenance thereof. In the event any improvement utilizing a common subterranean element is destroyed and not replaced or is removed, the common subterranean construction element shall be left in place for the benefit of any improvement utilizing the same located on the adjoining portion of the property.
- (c) Should any improvement to be constructed as provided herein inadvertently encroach on any Greenbelt or Common Area surrounding same, the Declarant hereby declares the existence of and each Owner hereby grants and conveys to each other Owner a perpetual easement for such encroachment to the encroaching party; provided, however that such encroachment easement shall lapse in the event the Improvement benefiting from same is thereafter razed and rebuilt, unless the encroachment is necessary for the structural integrity of the rebuilt structure.

Section 3.5 **Drainage Easements.** Declarant hereby grants, reserves and establishes for the benefit of itself, the Association and each Owner of a Lot within the Property, nonexclusive, perpetual easements in, to, over, and across the Property, for reasonable Building roof and surface water drainage and water runoff purposes.

Section 3.6 **Sign Easements.** Subject to the issuance by the appropriate governmental authorities having jurisdiction over the Center of appropriate permits for the installation, construction and operation of one or more pylon signs and/or monument signs for the Center, Declarant hereby grants, reserves and establishes for itself and the Association, together with the right but not the obligation to grant the same to Owners of Lots within the Property, non-exclusive easements to construct, install, use, maintain, repair and replace a pylon and/or monument sign or signs within the Property. With respect to any Permittee identification portions of any pylon sign(s), Declarant hereby reserves to itself together with the right and obligation to grant the same to the Association and the right but not the obligation to grant the same to Owners of Lots within the Property, non-exclusive

easements to install, maintain, use, repair and replace Permittee identification panels only of any such pylon sign(s).

Section 3.7 **Prescriptive Rights.** Notwithstanding anything to the contrary contained in this Declaration, Declarant hereby reserves to itself and the Association the right to close off the Common Area or such portions thereof for such reasonable period(s) of time as may be legally necessary to prevent the acquisition of any prescriptive rights by anyone with respect to the Common Area or any portion thereof; provided, however, Declarant and/or the Association in exercising the rights reserved in this Section shall coordinate any such closing with all Owners and Permittees affected thereby so as to prevent any unreasonable interference with the operation of any business within the Center.

Section 3.8 **Additional Provisions Pertaining to Greenbelt.**

- (a) No Owner shall make changes to the Greenbelt adjacent to its Lot without the prior written approval of the ACC.
- (b) Declarant further reserves the right to close of such portion of the Greenbelt for such reasonable period of time as may be legally necessary, in the opinion of Declarant's counsel, to prevent the acquisition of prescriptive rights by anyone, provided, however, that prior to closing off any portion of the Greenbelt as herein provided, Declarant shall give written notice to each other Owner and Permittee of its intention to do so and shall attempt to coordinate such closing with the Owners and Permittees so that no unreasonable interference in the passage of pedestrians or vehicles shall occur.
- (c) Declarant reserves the right, at any time and from time to time, to exclude and restrain any Person who is not an Owner or Permittee from using the Greenbelt.

Section 3.9 **Amendments Regarding Easements.** No amendment to this Article 3 shall be effective in the absence of Declarant's prior written approval, in Declarant's sole discretion.

ARTICLE 4 **ARCHITECTURAL CONTROL**

Section 4.1 **Appointment of Architectural Control Committee.** Declarant shall initially appoint the Architectural Control Committee (the "ACC"), and shall retain the right to appoint, augment, or replace all members of the ACC for so long as the Declarant owns or controls at least one (1) Lot or at least one (1) of the available voting rights in the Association (or, in Declarant's sole and absolute discretion, such earlier date on which Declarant records a formal termination of Declarant Control Period) ("Declarant Control Period"). The ACC shall consist of not less than two (2) nor more than five (5) persons, as fixed from time to time by

Declarant during the Declarant Control Period, and, thereafter, by resolution of the Board. Persons appointed by the Board to the ACC shall be Owners; however, persons appointed by Declarant to the ACC need not be Owners, in Declarant's sole discretion.

Section 4.2 **General Provisions.**

- (a) The ACC may establish reasonable procedural rules and may assess a reasonable fee for submission of plans in connection with review of plans and specifications including without limitations the number of sets of plans to be submitted; provided, however, the ACC may delegate its plan review responsibilities to one or more members of such ACC. Upon such delegation, the approval or disapproval of plans and specifications by such person(s) shall be equivalent to approval or disapproval by the entire ACC. Unless any such rules are complied with such plan and specifications shall be deemed not submitted.
- (b) The address of the ACC shall be the principal office of the Association as designated by the Board pursuant to the Bylaws. Such address shall be the place for the submittal of plans and specifications and the place where the current Architectural Standards shall be kept.
- (c) The establishment of the ACC and the systems herein for architectural approval shall not be construed as changing any rights or obligations upon Owners to maintain, repair, alter, or modify or otherwise have control over the Lots as may otherwise be specified in this Declaration, in the Bylaws, or in any Association Rules.
- (d) In the event the ACC fails to approve or disapprove such plans and specifications within sixty (60) days after the same have been duly submitted in accordance with any rules regarding such submission adopted by the ACC, such plans and specifications will be deemed approved.

Section 4.3 **Approval and Conformity of Plans.**

- (a) No improvements may be erected, placed, altered, maintained, or permitted to remain on any Lot until plans and specifications showing the plot layout and all exterior elevations with materials and colors therefor and structural designs, signs, parking, driveway, walkways, landscaping, and such other drawings, plans, designs, and specifications as are requested by the ACC, have been submitted to and approved in writing by the ACC; provided, however, that the restrictions set forth in this Subsection (a) shall not apply to improvements which are to be erected, placed or altered entirely within a Building which do not affect the exterior or the structural design of a Building. Such plans and specifications shall be submitted in writing over the authorized signature of the Owner or Occupant of the Lot ("Applicant") or his authorized agent. The Board, in its reasonable discretion, may adopt and promulgate, and from time to time, amend and/or supplement the Architectural Standards. Architectural Standards adopted by the Board shall apply with

respect to the plans and specifications and the improvements contemplated thereby which are subject to approval by the ACC and shall be administered by or through the ACC. The Architectural Standards shall include, among other things, those restrictions and limitations on Owners and Occupants set forth below:

- (i) Reasonable time limitations for the completion of the improvements for which approval is required pursuant to the Architectural Standards;
- (ii) Requirements for conformity of completed improvements to plans and specifications approved by the ACC pursuant to this Article 4; and
- (iii) Such other limitations and restrictions as the Board in its reasonable discretion may adopt, which may include, without limitation, the regulation of the following: construction, reconstruction, exterior addition, change or alteration to, or maintenance of, any Building, structure, wall, fence or other improvement, including, without limitation, the nature, kind, shape, height, materials, exterior color, surface, and location of such improvement; the type, location, and elevation of trees, bushes, shrubs, plants, Hedges, and fences; the harmony of exterior design and color in relation to other improvements in the Center, effect of location and use of improvements and landscaping on neighboring property, improvements, landscaping, operations, and uses; relation of topography, grade, and finished ground elevation of the Property being improved to that of neighboring property; proper facing of primary elevations with respect to nearby streets; preservation of view and aesthetic beauty; and so on.
- (iv) The Board shall further adopt a procedure by which a prospective Applicant intending to erect improvements on a Lot may submit and obtain the advance approval of the ACC of such prospective Applicant's plans therefor prior to the purchase of a Lot.

Section 4.4 **Nonliability for Approval of Plans.** Plans and specifications are not approved for engineering design or structural matters, and, by approving such plans and specifications, neither the ACC, the members thereof, the Association, the Owners, the Board, nor Declarant, assumes any liability or responsibility whatsoever therefor or for any defect in any structure or improvement constructed from such plans and specifications.

Section 4.5 **Appeal.** In the event plans and specifications submitted to the ACC are disapproved thereby, the Applicant making such submission may appeal in writing to the Board, but only after the Declarant Control Period. The written request shall be delivered to the Board not more than thirty (30) days following the final decision of the ACC. The Board shall submit such request to the full ACC for review, whose written recommendation will be submitted to the Board. Within thirty (30) days following receipt of the request for appeal, the Board shall

render its written decision. The failure of the Board to render a decision within said thirty (30) day period shall be deemed a decision against the appellant. Before the end of the Declarant Control Period, any decision by the ACC shall be final and may not be appealed as provided for by this Section 4.5.

Section 4.6 **Inspection and Recording of Approval.** Any member of the ACC or any officer, director, employee or agent of the Association, at any reasonable time and after not less than twenty-four (24) hours oral notice to the Applicant, may enter, without being deemed guilty of trespass upon any Lot and improvements thereon, in order to inspect improvements constructed or being constructed on such Lot to ascertain that such improvements have been or are being built in compliance with plans and specifications approved by the ACC and in accordance with the Architectural Standards. The ACC shall cause an inspection to be undertaken within thirty (30) days of a request therefor from any Applicant as to his Lot, and if such inspection reveals that the portions of the improvements completed as of the date of the inspection, the completed improvements have been completed in compliance with this Article 4, the President and Secretary of the Association shall provide to such Applicant a notice of such approval in recordable form which, when recorded, shall be conclusive evidence of compliance as of the date of the inspection with the provisions of this Article as to portions of the completed improvements inspected, or if the improvements are completed on the date of inspection, then the completed improvements described in such recorded notice, but as to such improvement, portions of, or completed improvements only. The ACC, may in its sole discretion, assess a fee for any previously mentioned inspections requested by an Applicant to defray the expenses of any such inspections.

Section 4.7 **Subterranean Improvements.** No improvement in the Lot, which will extend beneath the surface of the ground for a distance of more than six (6) inches shall be commenced unless plans and specifications therefor have been approved the ACC. Without limiting the generality of the foregoing, the ACC shall not approve plans or specifications for any such subterranean improvements, which interfere with the intended use of the Lot unless adequate provision has been made to mitigate such interference to the satisfaction of the ACC. The procedure used by the ACC for review of subterranean improvements and the rules governing the same shall be the same as those provided for in this Article 4 for the approval by the ACC of other improvements.

Section 4.8 **Completion of Work.** After the commencement of the work with respect to any improvement approved by the ACC in accordance with this Article 4, such work shall be diligently prosecuted so that the improvements shall not remain in a partly finished condition any longer than reasonably necessary for the completion thereof. All construction shall be done so as to cause minimal interference with the business operations conducted from those Buildings already open for business. During the construction, the construction site and surrounding areas shall be kept reasonably clean and free of construction material, trash, and debris, and appropriate precautions shall be taken to protect against personal injury and property damage to the Declarant, other Owners and Occupants, and Permittees. With regard to excavation and without limiting any other provision of this Declaration, no excavation shall be made on, and no sand, gravel, soil, or other

material shall be removed from, the site except in connection with the construction or alteration of improvements approved in the manner set forth in this Article 4, and upon completion of any such operations, exposed openings shall be backfilled and disturbed ground shall be graded, leveled, and paved or landscaped in accordance with the previously approved plans and specifications contemplated in this Article 4. After such completion of the improvements, there shall not be any other material change in the previously mentioned improvements without prior approval in writing by the ACC in the manner contemplated in this Article 4. Failure to comply with this Section shall constitute a breach of this Declaration and subject the defaulting party or parties to all enforcement procedures set forth in this Declaration and/or any other remedies provided by law or equity.

Section 4.9 **Regulation of Improvements.** The following provisions shall govern the erection construction, placement, and alteration of improvements on the Lots. The provisions shall be deemed incorporated into the Architectural Standards, and shall constitute the initial Architectural Standards until additional Architectural Standards are adopted and promulgated by the Board. These provisions may from time to time be amended, modified, and supplemented by the ACC; provided, however, that such amendments, modifications, and supplements shall be subject to all applicable building and zoning laws.

- (a) **Buildings.** All Buildings and structures shall be placed or constructed wholly within the respective building pads and not upon the Common Area or Greenbelt.
- (b) **Minimum Setback Lines.** Unless the ACC shall enact greater requirements, the minimum setback lines throughout the Center shall be those required by the applicable provisions of the zoning ordinances of the applicable governmental jurisdiction.
- (c) **Sewer Lines.** Unless maintained by the Association, all onsite sanitary sewer mains and laterals on each Lot shall be maintained by the Owner of the Lot, from the Building to the point of connection with the publicly maintained sewer line within public right of way.
- (d) **Signs and Lighting.** Lighting shall be restricted to parking and security lights, fire lighting, and low-level sign illumination and floodlighting of Buildings or landscaping or such other lighting as specifically approved in writing by the ACC. All lighting shall be shielded and contained within property lines.
- (e) **Access.** The Owner of each Lot shall have the right to use, for purposes of ingress and egress, the driveways and walkways of the Common Area and Greenbelt.
- (f) **Parking Area.**
 - (i) Adequate Parking Area shall be designated within the Common Area.

- (ii) All Parking Areas shall be paved by the Association in stable manner and with materials approved by the ACC and shall be striped in the manner required by the ACC.
- (iii) Exhibit "D" attached hereto and incorporated herein by this reference shall set forth certain covered parking spaces, to be allocated for the exclusive use of the Owners of certain Lots.
- (g) Storage Areas. No materials, supplies, equipment or trash containers, or trash or refuse, shall be stored on a Lot except inside a Building.
- (h) Building Specifications. Any Building erected on a building pad within a Lot shall conform to the following general construction practices:
 - (i) Exterior walls of stucco construction, or other construction as specifically approved in writing by the ACC
 - (ii) Exterior walls shall be painted or finished in a color and manner acceptable by the ACC.
- (i) Certain Equipment. No radio, TV, C.B., or other antennae, nor any mechanical or electrical equipment or other improvements shall be placed or maintained on the roof of any Building in the Center, except to the extent that same can be shielded so as not to be visible, and is approved by the ACC prior to installation. All HVAC equipment shall be maintained such that noise levels emitted from such equipment comply with provisions of applicable noise control ordinances and regulations and do not constitute a nuisance.
- (j) General Sign Requirements. All signs in the Center shall comply with all governmental requirements applicable thereto and any sign criteria which may be established by the Declarant or by the ACC. Such signs shall be restricted to identification of the Center, the individual business located therein, or the services or products of said businesses, except that ordinary, temporary, tasteful, and not overly large or obtrusive "For Sale" or "For Lease" signs shall also be permitted, subject to requirements and approval of the ARC. In no event, shall there be any rooftop, flashing, or audible signs in the Center, unless allowed by the Sign Criteria adopted from time to time by the Declarant or the ACC.

Section 4.10 **Conform to Applicable Law.** Everything done, installed, or constructed by each Owner or with its permission or consent to or on its Lot shall conform to, and all operations on its Lot, shall, to the best of such Owner's ability, conform to every applicable requirement of all applicable laws, ordinances, rules, and regulations of governmental authority or duly constituted authority. Each Owner shall use its best efforts to conduct or cause the Occupant(s) and Permittees of such Owner's Lot to conduct their activities in conformity with all applicable laws, ordinances, rules, and regulations of governmental authority, and in such manner as not to constitute a nuisance or create unreasonable interference with other Owners and

Occupants of the Center and their Permittees.

ARTICLE 5

ASSOCIATION

- Section 5.1 **Organization.** The Green Valley Commerce Center Owners Association shall be, by not later than the date the first Lot is conveyed by Declarant to a purchaser, incorporated as a non-profit corporation under Nevada law. Upon dissolution of the Association, the assets of the Association shall be disposed of in compliance with Nevada law. In no event may the Association be voluntarily wound up and dissolved during the Declarant Control Period without the express written approval and consent of Declarant.
- Section 5.2 **Membership.** Every Owner shall be a member (“Member”) of the Association. The terms and provisions set forth in this Declaration, which are binding upon all Owners, are not exclusive, as Owners shall, in addition, be subject to the terms and provisions of the Articles and Bylaws of the Association, and the Association Rules, to the extent the provisions respectively thereof are not in conflict with this Declaration. Membership of Owners shall be appurtenant to and may not be separated from the interest of such Owner in any Lot. Ownership of a Lot shall be the sole qualification for membership; provided, however, a Member’s voting rights, if any, may be regulated or suspended as provided in the Governing Documents. Not more than one membership shall exist based upon ownership of a single Lot.
- Section 5.3 **Voting Rights of Members.** Upon the transfer of voting rights to, or vesting of voting rights in, the Members, each Member shall be entitled to one (1) vote for each Lot owned. When more than one (1) Person is the Owner of a Lot, all such Persons shall be one Member, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. If any Owner casts a vote representing his Lot, it will thereafter be conclusively presumed for all purposes that he was acting with the authority and consent of all other Owners of the same Lot. Any vote cast with regard to any such Lot in violation of this provision shall be null and void.
- Section 5.4 **General Duties and Powers.** In addition to the duties and powers enumerated in the Articles or Bylaws, or elsewhere provided for herein or in Nevada nonprofit corporation law, and without limiting the generality thereof, the Association shall have the specific duties and powers specified in this Article 5. Without in any way limiting the generality of the foregoing provisions, the Association may act through the Board, and shall have:
- (a) **Assessments.** The power and duty to levy assessments against the Owners, and to enforce payment of such assessments in accordance with the provisions of this Declaration.
 - (b) **Maintenance and Repair of Common Area.** The power and duty to cause the Common Area to be maintained in a neat and attractive condition and kept in good repair (which shall include the power to enter into one or

more maintenance and/or repair contract(s), including contract(s) for materials and/or services, with any Person(s) for the maintenance and/or repair of the Common Area), pursuant to this Declaration and in accordance with standards adopted by the Board, and to pay for utilities, gardening, landscaping, and other necessary services for the Common Area.

- (c) Other Services. The power and duty to maintain the integrity of the Common Area and to provide such other services as may be necessary or proper to carry out the Association's obligations and business under the terms of this Declaration to enhance the enjoyment, or to facilitate the use, by the Members, of the Common Area.
- (d) Insurances. The power and duty to cause to be obtained and maintained the insurance coverages in accordance with the provisions of this Declaration.
- (e) Taxes. The power and duty to pay all taxes and assessments levied upon the Common Area (except to the extent, if any, that property taxes on Common Area are assessed Pro Rata on the Lots), and all taxes and assessments payable by the Association, and to timely file all tax returns required to be filed by the Association.
- (f) Utility Services. The power and duty to obtain, for the benefit of the Common Area, any commonly metered water, gas and electric services, and the power but not the duty to provide for all refuse collection and cable or master television service, if any.
- (g) Easements and Rights-of-Way. The power, as attorney in fact for and on behalf of the Owners (but not the duty) to grant and convey to any Person, (i) easements, licenses and rights-of-way in, on, over or under the Common Area, and (ii) with the consent of seventy-five percent (75%) of the voting power of the Association, fee title to parcels or strips of land which comprise a portion of the Common Area, for the purpose of constructing, erecting, operating or maintaining thereon, therein and thereunder: (A) roads, streets, walks, driveways, parkways, park areas and slope areas; (B) overhead or underground lines, cables, wires, conduits, or other devices for the transmission of electricity for lighting, heating, power, television, telephone and other similar purposes; (C) sewers, storm and water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes; and, (D) any similar public or quasi-public Improvements or facilities.
- (h) Right of Entry. The power but not the duty, after notice and hearing (except in the event of emergency which poses an imminent threat to health or substantial damage to property, in which event, notice and hearing shall not be required), to enter upon any area of a Lot or Building, without being liable to any Owner, except for damage caused by the Association entering or acting in bad faith, for the purpose of enforcing by peaceful means the provisions of this Declaration, or for the purpose of

maintaining or repairing any such area if for any reason whatsoever the Owner thereof fails to maintain and repair such area as required by this Declaration. All costs of any such maintenance and repair as described in the preceding sentence (including all amounts due for such work, and the costs and expenses of collection) shall be assessed against such Owner as a Special Assessment pursuant to this Declaration, and, if not paid timely when due, shall constitute an unpaid or delinquent assessment.

- (i) Acquiring Property and Construction on Common Area. The power but not the duty, by action of the Board, to acquire property or interests in property for the common benefit of Owners, including Improvements and personal property. The power but not the duty, by action of the Board, and subject to prior written approval of Declarant or ALC and compliance with Article 3 above, to construct new Improvements or additions to the Common Area, or demolish existing Improvements (other than maintenance or repairs to existing Improvements).
- (j) Use Restrictions. The power and duty to enforce use restrictions pertaining to the Center.
- (k) Licenses and Permits. The power and duty to obtain from applicable governmental authority any and all licenses and permits necessary or reasonably appropriate to carry out Association functions hereunder.

Section 5.5 **Articles and Bylaws.** The purposes and powers of the Association and the rights and obligations with respect to Owners as Members of the Association set forth in this Declaration may and shall be amplified by provisions of the Articles and Bylaws, including any reasonable provisions with respect to corporate matters; but in the event that any such provisions may be, at any time, irreconcilably conflict with any provisions of this Declaration, the provisions of this Declaration shall govern.

Section 5.6 **Association Rules.** The Board, acting on behalf of the Association, shall be empowered from time to time to adopt, amend, repeal and/or enforce reasonable and uniformly applied Rules, which shall not discriminate among Members, for the use and occupancy of the Center, which Rules may include the establishment of a system of fines and penalties enforceable as Special Assessments.

Section 5.7 **Declarant's Control of Board.** During the Declarant Control Period, Declarant shall have the right to appoint and remove all of the directors of the Board ("Directors") and may at any time, with or without cause, may remove or replace any Director. Directors appointed by Declarant need not be Owners.

Section 5.8 **Continuing Rights of Declarant.** Declarant shall preserve the right, without obligation, to enforce the Governing Documents (including, without limitation, the Association's duties of maintenance and repair of Common Area). After the end of Declarant's Control Period, throughout the term of this Declaration, the Board shall deliver to Declarant notices and minutes of all Board meetings and Membership meetings, and Declarant shall have the right, without obligation, to attend such meetings, on a non-voting basis. Declarant shall also receive notice of, and have the right, without obligation, to attend, all inspections of the Project,

or any portion(s) thereof. The Board shall also, throughout the term of this Declaration, deliver to Declarant (without any express or implied obligation or duty on Declarant's part to review or to do anything) all notices, correspondence, and information to Owners. Such notices and information shall be delivered to Declarant at its most recently designated address. Notwithstanding any provision in this Declaration to the contrary, Declarant shall have the perpetual right (but not the obligation) to veto any and all Board resolutions or actions from time to time if Declarant reasonably believes such Board resolution or action contravenes the Governing Documents, or applicable laws or entitlements.

ARTICLE 6

MAINTENANCE AREA EXPENSES; ASSESSMENTS

Section 6.1 **Maintenance Area Expenses.** As used in this Declaration, "**Maintenance Area Expenses**" shall mean and refer to the total of all costs and expenses reasonably paid or incurred by the Association relative to the maintenance, repair, replacement, improvement, operation and management of the Maintenance Area including, without limitation, the following:

- (a) The actual costs of improvement, maintenance, irrigation, management, operation, repair, and replacement of the Maintenance Area or any portion thereof;
- (b) Unpaid and uncollectible Assessments;
- (c) Reasonably competitive costs of management, administration and performance of the Declarant's and the Association's duties and obligations hereunder, including, but not limited to, compensation paid to employees of the Association and the Declarant and reasonable overhead expenses; provided, however, that in no event shall such costs of administration and management exceed fifteen percent (15%) of the total actual Maintenance Area Expenses, exclusive of such costs of administration and management;
- (d) Reasonable costs and fees paid to third parties in addition to and not in lieu of costs incurred under subparagraph (3) above, including managers, contractors, attorneys, accountants, architects and engineers providing services and/or otherwise assisting the Association in the performance of its duties and obligations hereunder;
- (e) Reasonably competitive cost of utilities (including Maintenance Area lighting), irrigation, gardening, trash and rubbish removal, snow and ice removal and other services for the Maintenance Area, or other areas within or adjacent to the Property, which generally benefit and enhance the value and desirability of the Property and which are not separately paid by the respective Owners of the Lots;
- (f) Reasonably competitive costs of any insurance obtained by the Association pursuant to this Declaration, including, without limitation, general liability

insurance, property damage (e.g., fire and casualty) insurance, worker's compensation insurance and other forms of insurance generally obtained by persons or firms performing functions similar to those performed by the Association;

- (g) Reasonable costs incurred by the Association to third parties in the formation, implementation, and/or coordination of transit, crime prevention, and/or hazardous waste disclosure or control programs;
- (h) Reasonable reserves as deemed reasonably appropriate by the Association;
- (i) Any reasonable costs or expenses incurred with respect to the maintenance, repair or replacement of any Center identification sign or signs erected within the Property by Declarant or the Association for the common use of the Owners and Permittees of the Center consistent with the provisions of this Declaration which relate to signs;
- (j) Costs of purchasing and/or renting mechanical equipment and the cost of supplies (excluding office supplies), tools and materials used in connection with the performance of the Association's duties under this Declaration;
- (k) Real or personal taxes or assessments levied against all or any portion of the Property as a tax unit rather than against a specific Lot or Lots; and
- (l) Any other expenses reasonably incurred by or on behalf of the Association in connection with maintenance, management, administration, operation, and/or repair of the Maintenance Area or in furtherance of the purposes of this Declaration or in the discharge of any duties or powers herein described.

Section 6.2 **Procedure of Maintenance Area Expenses.** All Owners shall be billed monthly by the Association on an estimated basis for their Pro Rata share, of all Maintenance Area Expenses for the Center. The Board upon written request of an Owner shall furnish detailed invoices and itemized evidence with respect to all actual Maintenance Area Expenses for the preceding fiscal year. An annual adjustment based on actual Maintenance Area Expenses in such calendar year shall be made by the Association within one hundred twenty (120) days following the close of each calendar year whereby each Owner shall receive a refund or shall pay any additional amount based upon the difference between the actual Maintenance Area Expenses for such year and the estimated amount of such expenses which was paid by such Owner, both within fifteen (15) days of notice thereof. The Association shall keep accurate books and records of all Maintenance Area Expenses for a minimum of two (2) years and Owners shall have the right to audit, at no expense to the Association, and no more frequently than once annually, all such books and records during normal business hours following delivery of not less than thirty (30) days prior written notice to the Association of such Owner's desire to audit the books and records.

Section 6.3 **Regular Assessments.** For purposes of this Declaration, an Owner's share of

Regular Assessments shall be the Owner's Pro Rata share of all Maintenance Area Expenses shown on the Budget for the Property. The square footage of land contained within a particular Lot shall be determined based upon the actual square footage of real property contained within the boundaries of each such Lot, without reduction for any easements, setbacks or other restrictions burdening said Lot, and shall not be reduced by reason of any subsequent conveyance, dedication, offer of dedication, taking by eminent domain or deed in lieu of any such taking of all or any portion of a Lot or Lots within the Property, and shall be determined by the Board in its reasonable discretion, which determination shall be final and binding upon all Owners. If any Owner disputes the amount or validity of any Regular Assessment, the Owner shall nonetheless pay the disputed amount, but may notify the Board that it is paying under protest pending the outcome of an audit of the Association's books and records.

Section 6.4 **Obligation for Assessments.** Each Owner of a Lot, by acceptance of a deed or other conveyance therefor, whether or not so expressed therein, is deemed to covenant and agree to pay to the Association (a) Regular Assessments, and (b) Special Assessments; such assessments to be established and collected as hereinafter provided. All assessments, together with interest, late charges, costs, and reasonable attorneys' fees for the collection thereof, shall be a charge on the land and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with interest thereon, late charges, costs and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment became due. This personal obligation cannot be avoided by abandonment of a Lot or by an offer to waive use of the Maintenance Area. The personal obligation of assessments shall not pass to the successors-in-title of any Owner of a Lot, unless expressly assumed by them.

Section 6.5 **Assessment Commencement Date.** The Board, by majority vote, shall authorize and levy the amount of the Regular Assessment upon each Lot, as provided herein. On the Assessment Commencement Date, Regular Assessments shall commence on all Lots within the Center. The first Regular Assessment for each Lot shall be pro-rated based on the number of months remaining in the fiscal Year. All installments of Regular Assessments shall be collected in advance on a regular basis by the Board, at such frequency and on such due dates as the Board shall determine from time to time in its sole discretion. The Association shall, upon demand, and for a reasonable charge, furnish a certificate binding on the Association, signed by an Officer or Association agent, setting forth whether the Assessments on a Lot have been paid. If, in any fiscal year, the Board reasonably determines that the Regular Assessments levied under the current Budget cannot meet the Maintenance Area Expenses, the Board may levy a supplemental Regular Assessment, applicable to that fiscal year only.

Section 6.6 **Budget.** The Board shall adopt a proposed annual operating budget ("Budget") at least forty-five (45) days prior to the commencement of each fiscal year. Within thirty (30) days after adoption of any proposed Budget, the Board shall provide to all Owners a summary of the Budget, and shall set a date for a meeting of the Owners to consider ratification of the Budget. Said meeting shall be held not less than fourteen (14) days nor more than thirty (30) days after mailing of the

summary. Unless at that meeting the proposed Budget is rejected by at least seventy-five percent (75%) of the voting power of the Association, the Budget shall be deemed ratified, whether or not a quorum was present. If the proposed Budget is duly rejected as previously mentioned, the annual Budget for the immediately preceding fiscal year shall be reinstated, as if duly approved for the fiscal year in question, and shall remain in effect until such time as a subsequent proposed Budget is ratified.

- Section 6.7 **Capital Improvement Assessment.** The Board, with the vote of Members representing at least fifty-one percent (51%) of the voting power of the Association, may levy, in any fiscal year, a capital improvement assessment applicable to that fiscal year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Center, including fixtures and personal property related thereto. All such capital improvement assessments must be fixed in the same proportion as Regular Assessments are levied, and may be collected in the manner and frequency as determined by the Board from time to time.
- Section 6.8 **Special Assessments.** The Association may levy Special Assessments against specific Owners and/or Occupants who have caused the Association to incur special expenses due to willful or negligent acts of said Owners, Occupants, and their respective Permittees. Special Assessments also shall include, without limitation, late payment penalties, interest charges, fines, administrative fees, attorneys' fees, amounts expended to enforce assessment liens against Owners as provided for herein, and other charges of similar nature. Special Assessments, if not paid timely when due, shall constitute unpaid or delinquent assessments pursuant to this Declaration.
- Section 6.9 **Uniform Rate of Assessment.** Regular Assessments, and Capital Improvement Assessments shall be assessed at an equal and uniform rate against all Owners and their Lots, prorated on the respective Pro Rata share of each relevant Lot.
- Section 6.10 **Exempt Property.** The following property subject to this Declaration shall be exempt from the assessments herein:
- (a) All portions, if any, of the Center dedicated to and accepted by, the United States, the State of Nevada, the County, the City, or any political subdivision of any of the foregoing, or any public agency, entity or authority, for so long as such entity or political subdivision is the owner thereof, or for so long as such dedication remains effective; and
 - (b) Any Maintenance Area owned by the Association in fee.

ARTICLE 7

EFFECT OF NONPAYMENT OF ASSESSMENTS; ASSOCIATION REMEDIES

- Section 7.1 **Nonpayment of Assessments.** Any installment of any Assessment shall be delinquent if not paid within thirty (30) days of the due date as established by the Board. Such delinquent installment shall bear interest from the due date until

paid, at the rate of ten percent (10%), as well as a late charge, as determined by the Board, to compensate the Association for increased bookkeeping, billing, administrative costs, and any other appropriate charges. No such late charge or interest or any delinquent installment may exceed the maximum rate or amount allowable by applicable law. The Association may bring an action at law against the Owner personally obligated to pay any delinquent installment or late charge, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Maintenance Area or by abandonment of a Lot.

Section 7.2 **Notice of Delinquent Assessment.** If any installment of an assessment is not paid within thirty (30) days after its due date, the Board may mail a notice of delinquent assessment to the Owner and to each first Mortgagee of the Lot, which has expressly requested such notice. The notice shall specify: (1) the amount of Assessments and other sums due; (2) a description of the Lot against which the lien is imposed; (3) the name of the record Owner of the Lot; (4) the fact that the installment is delinquent; (5) the action required to cure the default; (6) the date, not less than thirty (30) days from the date the notice is mailed to the Owner, by which such default must be cured; and (7) that failure to cure the default on or before the date specified in the notice may result in acceleration of the balance of the installments of such assessment for the then-current fiscal year and sale of the Lot. The notice shall further inform the Owner of its right to cure after acceleration. If the delinquent installment of assessments and any charges thereon are not paid in full on or before the date specified in the notice, the Board, at its option, may declare all of the unpaid balance of such assessments levied against such Owner and its Lot to be immediately due and payable without further demand, and may enforce the collection of the full assessments and all charges thereon in any manner authorized by law or this Declaration.

Section 7.3 **Notice of Default and Election to Sell.** No action shall be brought to enforce any assessment lien herein, unless at least sixty (60) days have expired following the later of: (1) the date a notice of default and election to sell is recorded; or (2) the date the recorded notice of default and election to sell is mailed in the United States mail, certified or registered, return receipt requested, to the Owner of the Lot. Such notice of default and election to sell must recite a good and sufficient legal description of such Lot, the record Owner or reputed Owner thereof, the amount claimed (which may, at the Association's option, include interest on the unpaid assessment, plus reasonable attorneys' fees and expenses of collection in connection with the debt secured by such lien), the name and address of the Association, and the name and address of the Person authorized by the Association to enforce the lien by sale. The notice of default and election to sell shall be signed and acknowledged by the Person designated by the Association. The lien shall continue until fully paid or otherwise satisfied.

Section 7.4 **Foreclosure Sale.** Any such foreclosure sale may be conducted by the Board, its attorneys, or other Person authorized by the Board in accordance with the provisions of Covenants Nos. 6, 7, and 8 of NRS §107.030 and §107.090, as amended, or in accordance with any similar statute hereafter enacted applicable to the exercise of powers of sale in Mortgages, or in any other manner permitted by law. The Association, through its duly authorized agents, shall have the power to

bid on the Lot at the foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. Notices of default and election to sell shall be provided as set forth above. Notice of time and place of sale shall be provided as required by applicable law.

- Section 7.5 **Cure of Default.** Upon the timely cure of any default for which a notice of default and election to sell was filed by the Association, the officers thereof shall record an appropriate release of lien, upon payment by the defaulting Owner of a reasonable fee to be determined by the Board, to cover the cost of preparing and recording such release. A certificate, executed and acknowledged by two (2) members of the Board of Directors, stating the indebtedness secured by the lien upon any Lot created hereunder, shall be conclusive upon the Association and, if acknowledged by the Owner, shall be binding on such Owner as to the amount of such indebtedness as of the date of the certificate, in favor of all Persons who rely thereon in good faith. Such certificate shall be furnished to any Owner upon request, at a reasonable fee, to be determined by the Board.
- Section 7.6 **Cumulative Remedies.** The assessment liens and the rights of foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law or in equity, including a suit to recover a money judgment for unpaid assessments, as provided above.
- Section 7.7 **Mortgagee Protection.** Notwithstanding all other provisions hereof, no lien created under this Article 7, nor the enforcement of any provision of this Declaration shall defeat or render invalid the rights of the beneficiary under any Qualifying Mortgage (as defined below) encumbering a Lot, made in good faith and for value; provided that after such beneficiary or other Person obtains title to such Lot by judicial foreclosure, other foreclosure, or exercise of power of sale, such Lot shall remain subject to this Declaration and the payment of all installments of assessments accruing subsequent to the date such beneficiary or other Person obtains title. The lien of the assessments, including interest and costs, shall be subordinate to the lien of any Qualifying Mortgage on the Lot. The release or discharge of any lien for unpaid assessments due to the foreclosure or exercise of power of sale by the trustee or beneficiary shall not relieve the prior Owner of its personal obligation for the payment of such unpaid assessments. "Qualifying Mortgage" shall mean a First Mortgage, and any Qualifying Second Mortgage. "First Mortgage" shall mean the first priority Mortgage of record encumbering a Lot. "Qualifying Second Mortgage" shall mean a second priority Mortgage, junior only to a First Mortgage, recorded concurrently with a First Mortgage (i.e., securing SBA 504 financing) or otherwise approved in writing by Declarant or the Board. "Eligible Beneficiary" shall mean a Beneficiary under a Qualifying Mortgage which has notified the Association, in writing, that it is such a beneficiary, with regard to a specified Lot (and said written notification must include the name and address of the beneficiary, and the description and address of the Lot).
- Section 7.8 **Priority of Assessment Lien.** Recording of the Declaration constitutes record notice and perfection of a lien for assessments. A lien for assessments, including interest, costs, and attorneys' fees, as provided for herein, shall be prior to all

other liens and encumbrances on a Lot, except for: (a) liens and encumbrances recorded before the Declaration was recorded; (b) a Qualifying Mortgage recorded before the delinquency of the assessment sought to be enforced, and (c) liens for real estate taxes and other governmental charges. The sale or transfer of any Lot shall not affect an assessment lien. However, the sale or transfer of any Lot pursuant to judicial or nonjudicial foreclosure of a Qualifying Mortgage shall extinguish the lien of such assessment as to payments, which became due before such sale or transfer. No sale or transfer shall relieve such Lot from lien rights for any assessments, which thereafter become due. Where the beneficiary of a Qualifying Mortgage of record or other purchaser of a Lot obtains title pursuant to a judicial or nonjudicial foreclosure or "deed in lieu thereof," the Person who obtains title and its successors and assigns shall not be liable for the share of the Maintenance Area Expenses or assessments by the Association chargeable to such Lot which became due prior to the acquisition of title to such Lot by such Person. Such unpaid share of Maintenance Area Expenses and assessments shall be deemed to become expenses collectible from all of the Lots, including the Lot belonging to such Person and its successors and assigns.

ARTICLE 8

BUILDING UPKEEP AND MAINTENANCE.

Except as otherwise specifically provided herein each Owner shall provide for appropriate upkeep and maintenance of all improvements located in or on each Owner's Lot in order to assure that the Center and each part thereof is maintained in a safe, clean, and attractive condition and retains at all times the appearance of a first-class Center. Such maintenance shall include, but not be limited to, maintenance, repair, and replacement of the exterior portions of each Building's roof areas, exterior doors, and window glass surfaces.

ARTICLE 9

INSURANCE

Section 9.1 **Insurance on Lot and Improvement.** Each Owner shall, at all times, at its sole expense, maintain insurance on such Owner's Lot and all improvements located thereon, and all fixtures, furnishings, equipment, and contents, as the same may exist from time to time. Said insurance shall be in the amount of the full replacement value thereof as ascertained by the insurance carrier and shall insure against all risks and perils normally covered under an "extended coverage all risk" policy as that term is ordinarily used in the insurance industry.

Section 9.2 **Liability Insurance.** Each Owner shall at all times, at its sole expense maintain a policy of public liability and property damage insurance with respect to such Owner's Lot, the business operated by such Owner, and any Permittees, concessionaires, or licensees of Owner on the Lot with limits of public liability coverage of not less than \$500,000 per person and \$1,000,000 per occurrence and with limits of property damage liability coverage of not less than \$100,000 per accident or occurrence. The policy shall name the Association and any person, firms, or corporations designated by the Association additional insured's.

- Section 9.3 **Requirements for Insurance Policies.** Insurance required to be maintained by Owner hereunder shall be in companies holding a "General Policyholders' Rating" of A or better and a "Financial Rating of 10 or better as set forth in the most current issue of "Best's Insurance Guide". Owner shall promptly deliver to the Association, within ten days of close of escrow, original certificates evidencing the existence and amounts of such insurance. No such policy shall be cancelable or subject to reduction of coverage except after sixty (60) days prior written notice to Association. Owner shall, within sixty (60) days before the expiration, cancellation, or reduction of such policies, furnish the Association with renewals or "binders" thereof. Owner shall not do or permit to be done anything, which shall invalidate the insurance policies required under these Covenants, Conditions, and Restrictions. All public liability, property damage, and other liability policies shall be written as primary policies, not contributing with and not in excess of any other coverage, which may be applicable. All such policies shall contain a provision that the Association, although named as an insured, shall nevertheless be entitled to recover under said policies for any loss occasioned to it, its servants, agents and employees by reason of the negligence of Owner of the indemnity agreement as to liability for injury to or death of persons or injury or damage to property contained in this Declaration.
- Section 9.4 **Lenders.** Any mortgage lender interested in any part of any Owner's Lot, may, at lender's option, be afforded coverage under any policy required to be secured by Owner hereunder by use of a mortgagee's endorsement to the policy concerned.
- Section 9.5 **Owner's Failure to Maintain Insurance.** In the event, any Owner fails to maintain such insurance coverage as is required hereunder; the Association may, but shall have no obligation to, obtain such coverage at Owner's expense. The premiums paid by the Association for such insurance plus twenty percent (20%) for overhead shall be reimbursed to the Association by Owner immediately upon presentation of a bill therefor.
- Section 9.6 **Waiver Of Subrogation/Blanket Policies and Certificates/No Cancellation or Reduction Without Notice.** The Association and each Owner, on its behalf and on behalf of its insurance company(ies), waives all subrogation and other rights of recovery as it might have against each other and their respective Permittees, agents, servants, employees invitees, and insurers with respect to (1) all perils actually covered by insurance, and (2) all perils required by the terms of this Declaration to be covered by insurance, whether or not such insurance is actually obtained. Any insurance required to be carried by an owner pursuant to this paragraph may be carried by an Owner's Permittee(s) and under a blanket policy or under policies maintained by said Owner or Permittee with respect to other premises or property owned or operated by said Owner or Permittee or its or their subsidiaries or affiliates. Each Owner shall provide to the other Owners proper certificates evidencing the coverages required hereunder. All insurance carried by any Owner shall provide that it shall not be canceled or the coverage reduced below the amount required hereunder without at least twenty (20) days' notice to the other parties.

ARTICLE 10

DAMAGE TO IMPROVEMENTS

- Section 10.1 **Reconstruction to Improvements.** In the event of any damage or destruction to any part of any Owner's improvements constructed within its building pad, whether insured or uninsured, such Owner shall be obligated to restore, repair or rebuild the damaged or destroyed area with all due diligence such Owner shall restore and reconstruct such Building and/or improvements to at least as good a condition as they were in immediately prior to such damage or destruction. All such construction shall be accomplished in accordance with the requirements of this Declaration. All such restoration and reconstruction shall be performed in accordance with the following requirements, as the same are applicable thereto:
- (a) No such work shall be commenced unless the Owner desiring to perform the same has, in each instance, complied with the appropriate provisions of Article 4 hereof with respect to plan approval;
 - (b) All work shall be performed in a good and workmanlike manner and shall conform to and comply with:
 - (i) The plans and specifications prepared therefor as previously mentioned;
 - (ii) All applicable requirements, regulations, rules, laws, and codes; and
 - (iii) All applicable requirements of this Declaration.
 - (c) All such work shall be completed with due diligence and at the sole cost and expense of the Owner performing the same.

ARTICLE 11 **EMINENT DOMAIN**

Section 11.1 **Condemnation.** If the whole or any part of the real Property comprising the Center shall be taken by right of eminent domain or any similar authority of law (a "Taking"), the entire award for the value of the land and improvements so taken shall belong to the Owner of the property so taken or to such Owner's Mortgagees or Permittees, as their interests may appear, and no other Owner shall have a right to claim any portion of such award by virtue of any interest created by this Declaration. Any Owner of any real property which is not the subject of a Taking may, however, file a collateral claim with the condemning authority over and above the value of the land being so taken to the extent of any damage suffered by such Owner resulting from the severance of the land or improvements so take if such claim shall not operate to reduce the award allocable to the Owner of the property taken.

Section 11.2 **Reallocation Following Condemnation.** Following the Condemnation of any Owners Lot or portions thereof ("Condemnation"), the Association shall deduct

from the Lot the total square footage of the condemned portions, and shall notify each Owner in writing of the results of such calculation. A Condemnation shall not excuse an Owner from payment of all or any portions of Maintenance Area Expenses due for the year of the occurrence of the Condemnation. However, any and all Maintenance Area Expenses payable thereafter shall be prorated based on the recalculated square footage of the Lot.

ARTICLE 12

RIGHTS OF MORTGAGEES

- Section 12.1 **Filing Notice; Notices and Approvals.** A Mortgagee shall be entitled to receive any notice which this Declaration requires the Association to deliver to Mortgagees when such Mortgagee, or its mortgage servicing contractor, has delivered to the Board a written notice stating that such Mortgagee is the holder of a Mortgage encumbering a Lot within the Center. Such notice need not state which Lot or Lots are encumbered by such Mortgage, but shall state whether such Mortgage is a First Mortgage. Notwithstanding the foregoing, if any right of a Mortgagee under this Declaration is conditioned on a specific written request to the Association, in addition to having delivered the notice provided in this Section, a Mortgagee must also make such request, either in a separate writing delivered to the Association or in the notice provided above in this Section, in order to be entitled to such right. Except as provided in this Section, a Mortgagee's rights pursuant to this Declaration shall not be affected by the failure to deliver a notice to the Board. Any notice or request delivered to the Board by a Mortgagee shall remain effective without any further action by such Mortgagee for so long as the facts set forth in such notice or request remain unchanged.
- Section 12.2 **Priority of Mortgage Lien.** No breach of the covenants, conditions, or restrictions herein contained, nor in the enforcement of any lien provision herein, shall affect, impair, defeat, or render invalid the lien or charge of any Mortgage made in good faith and for value encumbering any Lot but all of said covenants, conditions, and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale or otherwise with respect to a Lot except as otherwise provided in this Article.
- Section 12.3 **Curing Defaults.** A Mortgagee or the immediate transferee of such Mortgage who acquires title by judicial foreclosure, deed in lieu of foreclosure, or trustee's sale shall not be obligated to cure any breach of the provisions of this Declaration which occurred prior to the date such Mortgagee acquired the title to a Lot which is nondurable or of a type which is not practical or feasible to cure. The determination of the Board made in good faith as to whether a breach is nondurable or not feasible to cure shall be final and binding on all Mortgagees.
- Section 12.4 **Resale.** It is intended that any loan to facilitate the resale of any Lot lien of foreclosures or trustee's sale is a loan made in good faith and for value and entitled to all of the rights and protections afforded to other Mortgagees.
- Section 12.5 **Other Rights of Mortgagees.** Any Mortgagee or its mortgage-servicing contractor shall, upon written request to the Association, be entitled to:

- (a) Inspect the books and records of the Association during normal business hours; and
- (b) Receive written notification from the Association of any default in the performance of the obligations imposed by this Declaration by the Owner whose Lot is encumbered by such Mortgagee's Mortgage which default has not been cured within sixty (60) days of a request therefor by the Association; provided however, the Association shall only be obligated to provide such notice to Mortgagees who have delivered a written request to the Association specifying the Lot or Lots to which such request relates.

Section 12.6 **Mortgagees Furnishing Information.** Mortgagees are hereby authorized to furnish information to the Board concerning the status of any Mortgage.

Section 12.7 **Conflicts.** In the event of any conflict between any of the provisions of this Section and any of the other provisions of this Declaration, the provisions of this Section shall control.

ARTICLE 13 **APPROVAL OF OWNER/DEEMED APPROVAL**

Except as otherwise specifically provided herein, if any Owner having a right of approval hereunder fails to give such approval or specific grounds for disapproval within thirty (30) days of receipt of the request therefor (which shall include such background data, including required elevations, as may be necessary to make an informed decision on such request), said Owner shall be deemed to have given its approval. Except as otherwise specifically provided herein, no such approval shall be unreasonably withheld or delayed.

ARTICLE 14 **NOT A PUBLIC DEDICATION**

Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Center to the general public or for the general public or for any public purposes whatsoever, it being the intention of Declarant that this Declaration shall be strictly limited to and for the purposes herein expressed. The right of the public or any Person to make any use whatsoever of the Center or any portion thereof (other than any use expressly allowed by a written or recorded map, agreement, deed or dedication) is by permission and subject to control of the Declarant and/or Association.

ARTICLE 15 **BREACH SHALL NOT PERMIT TERMINATION**

No breach of this Declaration shall entitle any Owner to cancel, rescind, or otherwise terminate this Declaration, but such limitation shall not affect in any manner any other rights or remedies which such Owner may have hereunder by reason of any breach of this Declaration. Any breach of any of said covenants or restrictions, however, shall not defeat or render invalid

the lien of any mortgage or deed of trust made in good faith for value, but such covenants or restrictions shall be binding upon and effective against the Person acquiring title to a Lot or a portion thereof or interest therein by way of foreclosure, trustee's sale, or otherwise.

ARTICLE 16

INDEMNITY

Section 16.1 **Hold Harmless.** Each Owner (the “**Indemnifying Owner**”) shall protect, indemnify, defend, and hold Declarant and each other Owner (the “**Indemnified Owner(s)**”) harmless from and against all claims, expenses, liabilities, loss, damage, and costs, including any actions or proceedings in connection therewith and including reasonable attorneys’ fees, incurred in connection with, arising from, due to or as a result of the death of or any accident, injury, loss, or damage, howsoever caused, to any person or loss or damage to the property of any person as shall occur in or about the indemnifying Owner’s Lot, except claims resulting from the negligence or willful act or omission of the Indemnified Owner or any occupant of such Indemnified Owner’s Lot, or the agent, servants, or employees of such indemnified Owner, wherever the same may occur. Notwithstanding any of the provisions of this Article 16 to the contrary, each Owner for itself and its Permittees waives any right of recovery against the other Owner(s) and their Permittees for any loss, damage, or injury to the extent the same (1) is actually covered by insurance, or (2) would have been covered by such insurance as is required to be carried pursuant to the provisions of this Declaration.

Section 16.2 **Construction Indemnity.** With respect to the obligations undertaken and/or the work to be performed hereunder by or on behalf of any Owner, each such Owner shall protect, indemnify, defend, and save harmless the other Owners and their Permittees against all claims, expenses, liabilities, loss, damage, and costs, including any actions or proceedings in connection therewith and including reasonable attorneys’ fees, incurred in connection with, arising from, due to or as a result of the death of or any accident, injury, loss, or damage, howsoever caused, to any person or loss or damage to the property of any person as shall occur in or about the indemnifying Owner’s Lot, except claims resulting from the negligence or willful act or omission of the Indemnified Owner or any occupant of such Indemnified Owner’s Lot, or the agent, servants, or employees of such indemnified Owner, wherever the same may occur. Notwithstanding any of the provisions of this Article 16 to the contrary, each Owner for itself and its Permittees waives any right of recovery against the other Owner(s) and their Permittees for any loss, damage, or injury to the extent the same (1) is actually covered by insurance, or (2) would have been covered by such insurance as is required to be carried pursuant to the provisions of this Declaration.

ARTICLE 17

CONFORMITY TO LAWS

Each Owner shall maintain, or cause to be maintained, in a safe and clean condition and in good order and repair, the Building and improvements which may from time to time be

located within its building pad, so that said Building and improvements conform to, and comply with, all applicable laws, ordinances, rules, and regulations of any governmental authority having jurisdiction with respect to construction and maintenance of the Center and the health and safety of the Owners, Permittees occupants, business invitees, customers, and other Persons using the Center and in such a manner as to not constitute a nuisance or create unreasonable interference with occupants of the Center and their customers and business invitees.

Each Owner shall pay, or cause to be paid by such Owner's Permittees when due all real estate and personal property taxes and Assessments which may be levied, assessed, or charged by any public authority against such Owner's Lot the improvements thereon, or any other part thereof. If an Owner shall deem any property tax or assessment (including the rate thereof or the assessed valuation of the property) to be excessive or illegal, such owner shall have the right, at its own cost and expense, to contest the same by appropriate proceedings, and nothing contained in this Article shall require such Owner to pay any such real property tax or assessment as long as (i) no other Owner's Lot would be immediately affected by such failure to pay (or bond); and (ii) the amount and/or validity thereof shall be contested in good faith. If the failure to pay for bond, such real property tax or assessment affects another Owner's Lot, such other Owner shall have the right to pay such tax and shall have the lien on the nonpaying Owner's Lot for the amount so paid until reimbursed for such payment. Any such lien shall be subject and junior to, and shall in no way impair or defeat, a lien or charge of any Mortgagee.

ARTICLE 18

CONSTRUCTION BY DECLARANT

Section 18.1 **General.** Nothing in this Declaration shall limit the right of Declarant to alter any Lot or to construct such improvements, as Declarant deems advisable before Declarant's sale of such Lot. Such right shall include, but not be limited to, erecting, constructing, and maintaining on the unsold Lots such structures and displays as may be reasonably necessary for the conduct of the business of completing the work and disposing of the same by sale, lease, or otherwise. This Declaration shall not limit the right of Declarant, at any time prior to acquisition of title by a purchaser, to establish on the Property subject hereto additional licenses, reservations, and rights of way to itself, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. The rights of Declarant hereunder may be assigned to any successor or successors to Declarant's interest in the Property by an express assignment transferring such interest to such successor. Declarant shall exercise its rights contained in this provision in such a way as not to unreasonably interfere with the any other Owner's right to use and enjoy its Lot.

Section 18.2 **Declarant Exemption.** Any and all improvements built, constructed, erected, repaired, or replaced by Declarant on the Common Area or on any Lot shall not be subject to the provisions of Article 2 ("Use Restrictions") or Article 4 ("Architectural Control").

Section 18.3 **Amendment.** The provisions of this Article 18 may not be amended without the written approval and consent of Declarant, and any purported amendment in violation of the foregoing shall be void.

ARTICLE 19
MISCELLANEOUS

- Section 19.1 **Notices.** All notices hereunder shall be in writing and addressed to the recipient at such addresses as each shall supply to the others in the manner hereafter provided. All notices given pursuant to this Declaration shall be deemed received upon personal delivery or, if mailed, upon expiration of four (4) business days after mailing or, if sent by express delivery service, upon expiration of one (1) business day after pickup by such express delivery service, unless actually received sooner. Each party may change its address by written notice to the other Owner(s) given in the manner hereinabove stated.
- Section 19.2 **No Joint Venture.** The provisions of this Declaration are not intended to create, nor shall they in any way be interpreted to create a joint venture, a partnership, or other similar relationship between the parties.
- Section 19.3 **Captions/Headings.** The captions heading the various articles and/or sections of this Declaration are for convenience and identification only and shall not be deemed to limit or define the contents of their respective sections.
- Section 19.4 **Entire Declaration.** This Declaration contains the entire agreement between the parties hereto with respect to the Subject matter hereof and supersedes all prior written or verbal agreements with respect thereto. This Declaration may not be modified without the written agreement of all of the Owners.
- Section 19.5 **No Waiver.** The failure of an Owner or of the Association to insist upon strict performance of any of the provisions of this Declaration shall not be deemed a waiver of any rights or remedies that such Owner or the Association may have and shall not be deemed a waiver of any subsequent breach or default of any of the obligations contained herein by the same or any other party.
- Section 19.6 **Time of Essence.** Time is of the essence with respect to matters in this Declaration wherein time limitations are mentioned.
- Section 19.7 **Remedies Cumulative.** All remedies provided in this Declaration shall be deemed cumulative. Therefore, notwithstanding the exercise by a party of any remedy hereunder, such Owner shall have recourse to all other remedies as may be available at law or in equity.
- Section 19.8 **Binding Effect/Covenants Running With the Land.** The covenants contained in this Declaration shall constitute covenants running with the land and shall be binding upon, and shall inure to the benefit of the Center and any portion thereof or interest therein and any Person having or acquiring any portion of the Center or any interest therein and their successive Owners and assigns.
- Section 19.9 **Recordation.** This Declaration shall be recorded in the official records of Clark County, Nevada and this Declaration shall be effective upon such recordation.
- Section 19.10 **Governing Law.** This Declaration and the obligations of the parties bound

hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State of Nevada.

Section 19.11 **Counterparts.** This Declaration may be executed in any number of counterparts, each of which, when fully executed, shall be deemed to be an original, and all of which together shall be deemed to constitute one and the same instrument.

Section 19.12 **Estoppel Certificate.** Upon the written request of any Owner, the Board shall provide such owner with a written certificate stating that, to the best of its actual knowledge, the Owner or Owner's Lot is not in violation of any of the provisions of this Declaration and the Board has not received written notice from any Owners stating that the Owner or Owner's Lot is in violation of this Declaration, or if there are any such violations or the Board has received such notices, stating in sufficient detail the nature of such violations. The Board shall deliver the certificate to the Owner no later than thirty (30) days after such request. The Board may charge the Owner a reasonable fee to recover its costs in researching and preparing the certificate. Any prospective purchaser or Mortgagee of the Owner's Lot shall be entitled to rely on the information contained in the certificate; provided however that such reliance may not extend to any violations of this Declaration of which the Board does not have actual knowledge or which have not been brought to its attention by written notice of an Owner. To the fullest extent permitted by law and provided the Board, the Association, any committee of the Association or Board and any members thereof, and any officers of the Association or Board, acted in good faith and consistent with what they reasonably believed to be within the scope of their authority and duties, neither the Board, the Association, any committees of the Association or Board, any members thereof, or any officers of the Association or Board shall be liable to the Owner requesting the certificate or any other Owner of a Lot for any damage, loss or prejudice suffered or claimed on account of the failure to supply such certificate or on account of any information contained in the certificate being incomplete or inaccurate and said was actually unknown to any of the above Persons.

Section 19.13 **Mechanics' Liens.** If an Owner (the "Responsible Owner") shall permit or allow any mechanic's liens to be filed against another Owner's Lot (an "Affected Owner") the Responsible Owner shall either pay the same and have it discharged of record, promptly, or take such action as may be required to reasonably and legally object to such lien and the placing of same against such Affected Owner's Lot, and in all events the Responsible Owner shall cause the lien to be discharged prior to the entry of judgment for foreclosure of such lien. Upon request of an Affected Owner, the Responsible Owner shall furnish such security or indemnity as may be required, to and for the benefit of such Affected Owner to permit a title endorsement or title policy to be issued relating to such Affected Owner's Lot without showing thereon the effect of such lien.

Section 19.14 **Duration.** This Declaration and each term, easement, covenant, restriction and undertaking contained herein will remain in effect for a term of fifty (50) years from the recordation date hereof and will automatically be renewed for successive ten (10) year periods unless the Owners of sixty-six and two-thirds percent (66 2/3%) or more of the Lots comprising the Center elect in writing not to so renew;

provided, however, that the easements referred to in this Declaration which are specified as being perpetual or as continuing beyond the term of this Declaration shall continue in force and effect as provided therein. Upon termination of this Declaration, all rights and privileges derived herefrom and all duties and obligations created and imposed hereunder, except as relate to the easements mentioned above, shall terminate and have no further force or effect, provided however, that the termination of this Declaration shall not limit or affect any remedy at law or in equity which may be available with respect to any liability or obligation arising or to be performed under this Declaration prior to the date of such termination.

Section 19.15 **Severability.** If any clause, sentence, or other portion of this Declaration shall become illegal, null, or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portions thereof shall remain in full force and effect.

Section 19.16 **Attorneys' Fees/Costs.** Should suit or legal action be instituted to enforce any of the foregoing terms, covenants, conditions, restrictions, and encumbrances, then the losing party, in addition to any judgment, order, or decree agrees to pay the prevailing party its reasonable attorneys' fees and court costs as may be awarded by the trier of fact adjudging or decreeing such suit or action.

Section 19.17 **Force Majeure.** If any Owner or any other party shall be delayed or hindered in or prevented from the performance of any act required to be performed by such party by reason of Acts of God, strikes, lockouts, unavailability of materials, failure of power, prohibitive governmental laws or regulations, riots or insurrections, adverse weather conditions preventing the performance of work as certified to by an architect, war or other reason beyond such party's control, then the time for performance of such act shall be extended for a period equivalent to the period of such delay. Lack of adequate funds or financial inability to perform shall not be deemed a cause beyond the control of such party.

Section 19.18 **Rules.** Each Owner shall observe and comply with, and shall cause its respective Permittees to observe and comply with, such Rules as the Association may adopt from time to time. Amending the Rules shall not require the amendment of this Declaration. The Association shall enforce the Rules.

Section 19.19 **Enforcement.** The Association, for any Owner, or both, shall have the right to enforce, by proceedings at law or in equity, all restrictions, conditions, covenants, and reservations now or hereafter imposed by the provisions of this Declaration or any amendment thereto, including the right to prevent the violation of any such restrictions, conditions, covenants, or reservations and the right to recover damages or other dues for such violation. Without limiting the generality of the immediately preceding sentence the Association, or any Owner, or both, shall have the right to enforce as equitable servitudes all restrictions, conditions, covenants, and reservations now or hereafter imposed by the provisions of this Declaration or any amendments thereto. The Association, or any Owner, or both, shall also have the right to enforce by proceedings at law or in equity the provisions of the Articles or Bylaws and any amendments thereto. With respect to architectural control, Maintenance Area Expense liens, or other liens or charges

and Association Rules the Association shall have the exclusive right to the enforcement thereof.

Section 19.20 **Nuisance.** The result of every act or omission whereby any provision, condition, restriction, covenant, easement, or reservation contained in the Declaration is violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result, and may be exercised by the Association or any Member. Such remedy shall be deemed cumulative and not exclusive.

Section 19.21 **Nonliability of Officials.** To the fullest extent permitted by law, neither the Board, the ACC, any other committees of the Association, any member of such Board or committee, nor any officer of the Board or Association shall be liable to any Member or the Association for any damage, loss or prejudice suffered or claimed on account of any decision, approval, or disapproval of plans or specifications whether or not defective, course of action, act, omission, error, negligence, or the like made in good faith or which such Board, committees, or Persons reasonably believed to be within the scope of their duties.

Section 19.22 **Leases.** Any agreement for the leasing or rental of a Lot or any Building thereon (hereinafter in this Section referred to as a "**Lease**") shall provide that the terms of such Lease shall be subject in all respects to the provisions of this Declaration the Articles, the Bylaws, and the Association Rules. Said lease shall further provide that any failure by the lessee thereunder to comply with the terms of the foregoing document shall be a default under the Lease. All Leases shall be in writing. Any Owner who shall lease his Lot or Building thereon shall be responsible for assuring compliance by such Owner's lessee with the Governing Documents.

Section 19.23 **Construction.** Unless the context otherwise requires, the masculine gender includes the feminine and neuter, the singular number includes the plural and the plural includes the singular.

Section 19.24 **Amendments/Repeal.** Except as otherwise provided in this Declaration, neither this Declaration nor any provision hereof or any covenant, condition or restriction herein contained, may be terminated, extended, modified or amended, as to the Center or any portion thereof, except with approval of Declarant and recordation of the same.

- (a) Notwithstanding the foregoing, and in addition to any other rights which Declarant may have to amend this Declaration as provided elsewhere herein: (A) before the close of the conveyance by Declarant of a Lot to the purchaser thereof, this Declaration may be unilaterally amended in any respect, or revoked, by Declarant's unilateral execution of an instrument amending or revoking the Declaration, and (B) Declarant may unilaterally, without the consent of any other Owners, make and record additions, deletions or amendments to this Declaration for the purpose of correcting ambiguities or technical errors, or for the purpose of clarification, or otherwise to ensure that the Declaration conforms with the requirements of

entitlements and applicable laws.

- (b) Subject to the foregoing, thereafter, this Declaration may be amended or modified only by the affirmative vote or written ballot or written consent of Members representing at least two-thirds (2/3) of the voting power of the Association.
- (c) Any amendment recorded in accordance with this Section shall be conclusive in favor of all Persons who rely upon it in good faith.

Section 19.25 **Amendment of Map.** By acceptance of a deed conveying a Lot in the Center, whether or not so expressed in such deed, the grantee thereof covenants that Declarant shall be fully empowered and entitled (but not obligated) at any time thereafter, and appoints Declarant as attorney in fact, in accordance with NRS §§ 111.450 and 111.460, of such grantee and its successors and assigns, to unilaterally execute and record amendment(s) to the recorded commercial subdivision map of the Center ("**Map**"), provided that no such amendment may change the boundaries of any Building, change the uses to which any Lot is restricted, without the unanimous consent of all Owners whose Lots are so affected.

Section 19.26 **Effective Upon Recordation.** This Declaration shall be effective upon, from and after Recordation hereof in the Office of the County Recorder for Clark County, Nevada.

IN WITNESS WHEREOF, this Declaration is executed by Declarant as of the date first above written.

Green Valley Commerce LLC
a Nevada limited-liability company
By: its Manager,

By: *Shawn Bidsal*
Aka Shawn Bidsal
SHAHAM BIDSAL

STATE OF NEVADA)
)
COUNTY OF CLARK)

This instrument was acknowledged before me on this ____ day of March, 2012, by Shawn Bidsal, as Manager of GREEN VALLEY COMMERCE LLC, a Nevada limited-liability company.

NOTARY PUBLIC
(Seal)

State of California

County of LOS ANGELES

} ss.

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT**On MARCH 15, 2012

Date

, before me, GEORGE MARTINEZ, NOTARY PUBLIC

Printed Name of Notary Public

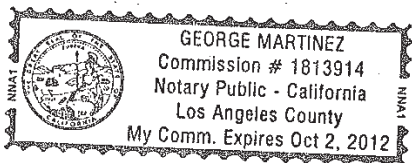
personally appeared SHAHRAM BIDSAL

Printed Name(s) of Signer(s)

☐ personally known to me - or -☒ proved to me on the basis of satisfactory evidence:CALIFORNIA D/L V8124133☐ form(s) of identification☐ credible witness(es)

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



(Seal)

Signature of Notary Public

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document

 titled/for the purpose of DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS AND RESERVATION OF EASEMENTS
containing 41 pages, and dated _____

The signer(s) capacity or authority is/are as:

☐ Individual(s)☐ Attorney-in-Fact☐ Corporate Officer(s)

Title(s)

☐ Guardian/Conservator☐ Partner - Limited/General☐ Trustee(s)☐ Other:

representing:

Name(s) of Person(s) or Entity(ies) Signer Is Representing

☐ Additional Signer(s)☐ Signer(s) Thumbprint(s)☐ Other

EXHIBIT "A"

[Description of Property]

ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF CLARK, STATE OF
NEVADA, DESCRIBED AS FOLLOWS: *See attached*

Exhibit A



CONSULTING ENGINEERS • PLANNERS • SURVEYORS
 2727 SOUTH RAINBOW BOULEVARD
 LAS VEGAS, NEVADA 89146-5148

W.O. 7389
 AUGUST 02, 2011
 BY: TZ
 P.R. BY: TJ
 PAGE 1 OF 2

EXPLANATION: THIS LEGAL DESCRIBES A PARCEL OF LAND GENERALLY LOCATED NORTHEASTERLY OF SUNSET WAY AND CACTUS GARDEN DRIVE.

LEGAL DESCRIPTION
BLDG - B

BEING A PORTION OF LOT A OF THAT CERTAIN COMMERCIAL SUBDIVISION KNOWN AS "GREEN VALLEY BUSINESS PARK", ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 25 OF PLATS, AT PAGE 57, LOCATED WITHIN THE SOUTH HALF (S 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32, TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CENTERLINE INTERSECTION OF SUNSET WAY AND CACTUS GARDEN DRIVE (FORMERLY KNOWN AS BUSTER BROWN DRIVE) BEING MARKED BY A 2 1/2 INCH ALUMINUM CAP STAMPED PLS 9103; THENCE NORTH 30°31'13" WEST ALONG THE CENTERLINE OF SAID CACTUS GARDEN DRIVE, 296.89 FEET; THENCE NORTH 59°28'47" EAST DEPARTING SAID CENTERLINE, 103.19 FEET TO THE POINT OF BEGINNING;

THENCE ALONG THE FOLLOWING EIGHTEEN (18) COURSES:

- (1) NORTH 61°32'43" EAST, 25.50 FEET;
- (2) NORTH 27°56'48" WEST, 3.75 FEET;
- (3) NORTH 61°49'13" EAST, 49.55 FEET;
- (4) SOUTH 28°05'54" EAST, 75.04 FEET;
- (5) SOUTH 61°40'00" WEST, 19.94 FEET;
- (6) SOUTH 27°46'20" EAST, 24.92 FEET;
- (7) SOUTH 61°52'43" WEST, 25.04 FEET;
- (8) NORTH 28°51'41" WEST, 5.99 FEET;
- (9) SOUTH 57°44'05" WEST, 25.04 FEET;
- (10) NORTH 27°26'58" WEST, 10.95 FEET;
- (11) NORTH 16°41'35" EAST, 7.15 FEET;
- (12) NORTH 28°13'53" WEST, 25.04 FEET;
- (13) SOUTH 61°28'38" WEST, 9.97 FEET;
- (14) NORTH 27°56'50" WEST, 14.91 FEET;
- (15) NORTH 15°54'08" EAST, 7.28 FEET;
- (16) NORTH 28°06'18" WEST, 24.89 FEET;
- (17) SOUTH 60°40'35" WEST, 5.01 FEET;
- (18) NORTH 28°58'42" WEST, 5.98 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION CONTINUED BLDG-B
W.O. 7389
AUGUST 02, 2011
PAGE 2 OF 2

CONTAINING: 6,277 SQUARE FEET, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

THE ABOVE DESCRIBED PARCEL IS ALSO SHOWN ON THAT CERTAIN RECORD OF SURVEY ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA IN FILE 185 OF SURVEYS, AT PAGE 07.

BASIS OF BEARINGS:

NORTH 89°45'21" EAST, BEING THE BEARING ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32, TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY, NEVADA, AS SHOWN ON THAT CERTAIN PLAT KNOWN AS "GREEN VALLEY BUSINESS PARK", ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 25 OF PLATS, AT PAGE 57.

END OF DESCRIPTION.

REF: G:/7389/LEGAL/BLDG - B.DOC

Exhibit B



CONSULTING ENGINEERS • PLANNERS • SURVEYORS
2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

W.O. 7389
AUGUST 02, 2011
BY: TZ
P.R. BY: TJ
PAGE 1 OF 2

EXPLANATION: THIS LEGAL DESCRIBES A PARCEL OF LAND GENERALLY LOCATED NORTHEASTERLY OF SUNSET WAY AND CACTUS GARDEN DRIVE.

LEGAL DESCRIPTION
BLDG - D

BEING A PORTION OF LOT A OF THAT CERTAIN COMMERCIAL SUBDIVISION KNOWN AS "GREEN VALLEY BUSINESS PARK", ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 25 OF PLATS, AT PAGE 57, LOCATED WITHIN THE SOUTH HALF (S 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32, TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CENTERLINE INTERSECTION OF SUNSET WAY AND CACTUS GARDEN DRIVE (FORMERLY KNOWN AS BUSTER BROWN DRIVE) BEING MARKED BY A 2 1/2 INCH ALUMINUM CAP STAMPED PLS 9103; **THENCE** NORTH 30°31'13" WEST ALONG THE CENTERLINE OF SAID CACTUS GARDEN DRIVE, 532.24 FEET; **THENCE** NORTH 59°28'47" EAST DEPARTING SAID CENTERLINE, 151.21 FEET TO THE POINT OF BEGINNING;

THENCE ALONG THE FOLLOWING TWENTY SIX (26) COURSES:

- (1) NORTH 00°03'39" EAST, 15.08 FEET;
- (2) NORTH 45°19'42" WEST, 7.16 FEET;
- (3) NORTH 00°43'07" EAST, 15.15 FEET;
- (4) NORTH 89°55'59" EAST, 29.90 FEET;
- (5) NORTH 00°17'15" EAST, 34.89 FEET;
- (6) NORTH 86°00'35" EAST, 1.80 FEET;
- (7) NORTH 00°17'43" EAST, 20.57 FEET;
- (8) SOUTH 89°53'52" EAST, 21.33 FEET;
- (9) SOUTH 00°07'01" WEST, 20.59 FEET;
- (10) SOUTH 89°50'35" EAST, 101.94 FEET;
- (11) SOUTH 00°08'13" EAST, 30.15 FEET;
- (12) SOUTH 89°35'45" WEST, 5.11 FEET;
- (13) SOUTH 00°07'46" EAST, 9.75 FEET;
- (14) SOUTH 44°34'54" EAST, 7.07 FEET;
- (15) SOUTH 00°28'21" WEST, 15.16 FEET;
- (16) NORTH 89°54'37" WEST, 10.23 FEET;
- (17) NORTH 43°36'37" WEST, 6.97 FEET;
- (18) NORTH 89°54'26" WEST, 55.00 FEET;

LEGAL DESCRIPTION CONTINUED BLDG-D
W.O. 7389
AUGUST 02, 2011
PAGE 2 OF 2

(19) SOUTH 45°20'57" WEST, 7.19 FEET;
(20) NORTH 89°21'22" WEST, 19.67 FEET;
(21) SOUTH 01°31'39" WEST, 10.09 FEET;
(22) SOUTH 89°32'06" WEST, 15.15 FEET;
(23) NORTH 44°29'58" WEST, 7.12 FEET;
(24) NORTH 89°10'10" WEST, 14.55 FEET;
(25) SOUTH 03°17'17" WEST, 5.23 FEET;
(26) SOUTH 89°57'15" WEST, 20.05 FEET TO THE POINT OF BEGINNING.

CONTAINING: 8,798 SQUARE FEET, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

THE ABOVE DESCRIBED PARCEL IS ALSO SHOWN ON THAT CERTAIN RECORD OF SURVEY ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA IN FILE 185 OF SURVEYS, AT PAGE 07.

BASIS OF BEARINGS:

NORTH 89°45'21" EAST, BEING THE BEARING ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32, TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY, NEVADA, AS SHOWN ON THAT CERTAIN PLAT KNOWN AS "GREEN VALLEY BUSINESS PARK", ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 25 OF PLATS, AT PAGE 57.

END OF DESCRIPTION.

REF: G:/7389/LEGAL/BLDG - D.DOC

Exhibit C



CONSULTING ENGINEERS • PLANNERS • SURVEYORS
 2727 SOUTH RAINBOW BOULEVARD
 LAS VEGAS, NEVADA 89146-5148

W.O. 7389
 AUGUST 02, 2011
 BY: TZ
 P.R. BY: TJ
 PAGE 1 OF 2

EXPLANATION: THIS LEGAL DESCRIBES A PARCEL OF LAND GENERALLY LOCATED NORTHEASTERLY OF SUNSET WAY AND CACTUS GARDEN DRIVE.

LEGAL DESCRIPTION
BLDG - A

BEING A PORTION OF LOT A OF THAT CERTAIN COMMERCIAL SUBDIVISION KNOWN AS "GREEN VALLEY BUSINESS PARK", ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 25 OF PLATS, AT PAGE 57, LOCATED WITHIN THE SOUTH HALF (S 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32, TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CENTERLINE INTERSECTION OF SUNSET WAY AND CACTUS GARDEN DRIVE (FORMERLY KNOWN AS BUSTER BROWN DRIVE) BEING MARKED BY A 2 1/2 INCH ALUMINUM CAP STAMPED PLS 9103; THENCE NORTH 30°31'13" WEST ALONG THE CENTERLINE OF SAID CACTUS GARDEN DRIVE, 180.78 FEET; THENCE NORTH 59°28'47" EAST DEPARTING SAID CENTERLINE, 105.00 FEET TO THE POINT OF BEGINNING;

THENCE ALONG THE FOLLOWING TWENTY EIGHT (28) COURSES:

- (1) NORTH 62°00'05" EAST, 205.03 FEET;
- (2) SOUTH 28°06'13" EAST, 9.94 FEET;
- (3) SOUTH 58°16'29" WEST, 5.16 FEET;
- (4) SOUTH 28°20'08" EAST, 9.70 FEET;
- (5) SOUTH 72°15'07" EAST, 7.15 FEET;
- (6) SOUTH 28°08'08" EAST, 15.68 FEET;
- (7) SOUTH 62°20'04" WEST, 9.97 FEET;
- (8) SOUTH 28°04'28" EAST, 9.85 FEET;
- (9) SOUTH 71°49'20" EAST, 7.05 FEET;
- (10) SOUTH 29°03'48" EAST, 9.42 FEET;
- (11) SOUTH 62°01'01" WEST, 20.13 FEET;
- (12) NORTH 71°57'07" WEST, 7.07 FEET;
- (13) SOUTH 61°56'14" WEST, 35.04 FEET;
- (14) SOUTH 16°57'27" WEST, 7.08 FEET;
- (15) SOUTH 62°17'36" WEST, 15.15 FEET;
- (16) NORTH 28°00'07" WEST, 10.00 FEET;
- (17) SOUTH 61°55'11" WEST, 34.89 FEET;
- (18) SOUTH 16°29'18" WEST, 7.03 FEET;

LEGAL DESCRIPTION CONTINUED BLDG-A
W.O. 7389
AUGUST 02, 2011
PAGE 2 OF 2

(19) SOUTH 61°31'25" WEST, 20.25 FEET;
(20) NORTH 27°30'38" WEST, 10.19 FEET;
(21) SOUTH 62°05'42" WEST, 35.09 FEET;
(22) SOUTH 15°42'20" WEST, 7.03 FEET;
(23) SOUTH 61°58'12" WEST, 19.98 FEET;
(24) NORTH 27°33'32" WEST, 9.93 FEET;
(25) NORTH 16°42'00" EAST, 7.13 FEET;
(26) NORTH 28°06'06" WEST, 20.05 FEET;
(27) NORTH 73°56'09" WEST, 7.03 FEET;
(28) NORTH 27°52'21" WEST, 15.09 FEET TO THE POINT OF BEGINNING.

CONTAINING: 11,479 SQUARE FEET, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

THE ABOVE DESCRIBED PARCEL IS ALSO SHOWN ON THAT CERTAIN RECORD OF SURVEY ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA IN FILE 185 OF SURVEYS, AT PAGE 07.

BASIS OF BEARINGS:

NORTH 89°45'21" EAST, BEING THE BEARING ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32, TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY, NEVADA, AS SHOWN ON THAT CERTAIN PLAT KNOWN AS "GREEN VALLEY BUSINESS PARK", ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 25 OF PLATS, AT PAGE 57.

END OF DESCRIPTION.

REF: G:/7389/LEGAL/BLDG - A.DOC



CONSULTING ENGINEERS • PLANNERS • SURVEYORS
 2727 SOUTH RAINBOW BOULEVARD
 LAS VEGAS, NEVADA 89146-5148

Exhibit "D"

W.O. 7389
 AUGUST 02, 2011
 BY: TZ
 P.R. BY: TJ
 PAGE 1 OF 2

EXPLANATION: THIS LEGAL DESCRIBES A PARCEL OF LAND GENERALLY LOCATED NORTHEASTERLY OF SUNSET WAY AND CACTUS GARDEN DRIVE.

LEGAL DESCRIPTION
BLDG - C

BEING A PORTION OF LOT A OF THAT CERTAIN COMMERCIAL SUBDIVISION KNOWN AS "GREEN VALLEY BUSINESS PARK", ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 25 OF PLATS, AT PAGE 57, LOCATED WITHIN THE SOUTH HALF (S 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32, TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CENTERLINE INTERSECTION OF SUNSET WAY AND CACTUS GARDEN DRIVE (FORMERLY KNOWN AS BUSTER BROWN DRIVE) BEING MARKED BY A 2 1/2 INCH ALUMINUM CAP STAMPED PLS 9103; **THENCE** NORTH 30°31'13" WEST ALONG THE CENTERLINE OF SAID CACTUS GARDEN DRIVE, 431.07 FEET; **THENCE** NORTH 59°28'47" EAST DEPARTING SAID CENTERLINE, 102.80 FEET TO THE **POINT OF BEGINNING**;

THENCE ALONG THE FOLLOWING THIRTY TWO (32) COURSES:

- (1) NORTH 62°13'25" EAST, 10.07 FEET;
- (2) SOUTH 72°40'40" EAST, 7.10 FEET;
- (3) NORTH 62°14'51" EAST, 19.98 FEET;
- (4) NORTH 15°37'50" EAST, 7.00 FEET;
- (5) NORTH 61°33'19" EAST, 10.05 FEET;
- (6) SOUTH 31°45'33" EAST, 25.03 FEET;
- (7) NORTH 62°13'33" EAST, 23.19 FEET;
- (8) NORTH 19°31'37" EAST, 8.48 FEET;
- (9) NORTH 61°56'13" EAST, 19.14 FEET;
- (10) SOUTH 27°49'23" EAST, 20.62 FEET;
- (11) NORTH 62°23'44" EAST, 14.94 FEET;
- (12) SOUTH 29°25'30" EAST, 4.87 FEET;
- (13) NORTH 62°31'50" EAST, 19.95 FEET;
- (14) NORTH 16°11'02" EAST, 7.09 FEET;
- (15) NORTH 62°20'00" EAST, 10.12 FEET;
- (16) SOUTH 27°44'03" EAST, 9.86 FEET;
- (17) SOUTH 17°04'26" WEST, 7.14 FEET;
- (18) SOUTH 28°11'20" EAST, 10.12 FEET;

LEGAL DESCRIPTION CONTINUED BLDG-C
W.O. 7389
AUGUST 02, 2011
PAGE 2 OF 2

(19) NORTH 61°29'13" EAST, 5.03 FEET;
(20) SOUTH 27°36'45" EAST, 15.07 FEET;
(21) SOUTH 62°03'29" WEST, 130.64 FEET;
(22) NORTH 29°03'07" WEST, 4.01 FEET;
(23) SOUTH 62°05'58" WEST, 14.47 FEET;
(24) NORTH 26°59'54" WEST, 10.47 FEET;
(25) NORTH 14°58'22" EAST, 7.51 FEET;
(26) NORTH 28°24'29" WEST, 18.43 FEET;
(27) SOUTH 63°04'07" WEST, 10.07 FEET;
(28) NORTH 27°54'44" WEST, 11.43 FEET;
(29) NORTH 62°25'21" EAST, 5.09 FEET;
(30) NORTH 28°12'12" WEST, 10.09 FEET;
(31) NORTH 74°13'13" WEST, 7.03 FEET;
(32) NORTH 27°40'55" WEST, 15.05 FEET TO THE POINT OF BEGINNING.

CONTAINING: 8,182 SQUARE FEET, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

THE ABOVE DESCRIBED PARCEL IS ALSO SHOWN ON THAT CERTAIN RECORD OF SURVEY ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA IN FILE 185 OF SURVEYS, AT PAGE 07.

BASIS OF BEARINGS:

NORTH 89°45'21" EAST, BEING THE BEARING ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32, TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY, NEVADA, AS SHOWN ON THAT CERTAIN PLAT KNOWN AS "GREEN VALLEY BUSINESS PARK", ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 25 OF PLATS, AT PAGE 57.

END OF DESCRIPTION.

REF: G:/7389/LEGAL/BLDG - C.DOC



CONSULTING ENGINEERS • PLANNERS • SURVEYORS
 2727 SOUTH RAINBOW BOULEVARD
 LAS VEGAS, NEVADA 89146-5148

Exhibit "E"

W.O. 7389
 AUGUST 02, 2011
 BY: TZ
 P.R. BY: TJ
 PAGE 1 OF 2

EXPLANATION: THIS LEGAL DESCRIBES A PARCEL OF LAND GENERALLY LOCATED NORTHEASTERLY OF SUNSET WAY AND CACTUS GARDEN DRIVE.

LEGAL DESCRIPTION
BLDG - E

BEING A PORTION OF LOT A OF THAT CERTAIN COMMERCIAL SUBDIVISION KNOWN AS "GREEN VALLEY BUSINESS PARK", ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 25 OF PLATS, AT PAGE 57, LOCATED WITHIN THE SOUTH HALF (S 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32, TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CENTERLINE INTERSECTION OF SUNSET WAY AND CACTUS GARDEN DRIVE (FORMERLY KNOWN AS BUSTER BROWN DRIVE) BEING MARKED BY A 2 1/2 INCH ALUMINUM CAP STAMPED PLS 9103; **THENCE** NORTH 30°31'13" WEST ALONG THE CENTERLINE OF SAID CACTUS GARDEN DRIVE, 569.77 FEET; **THENCE** NORTH 59°28'47" EAST DEPARTING SAID CENTERLINE, 97.76 FEET TO THE **POINT OF BEGINNING**;

THENCE ALONG THE FOLLOWING THIRTY (30) COURSES:

- (1) NORTH 00°09'57" EAST, 15.20 FEET;
- (2) NORTH 89°33'59" EAST, 5.02 FEET;
- (3) NORTH 00°02'24" EAST, 20.04 FEET;
- (4) NORTH 46°00'30" WEST, 6.75 FEET;
- (5) NORTH 01°51'03" WEST, 5.08 FEET;
- (6) SOUTH 89°58'27" WEST, 19.89 FEET;
- (7) NORTH 00°06'24" WEST, 10.20 FEET;
- (8) NORTH 45°48'51" EAST, 7.07 FEET;
- (9) NORTH 00°03'53" EAST, 45.07 FEET;
- (10) NORTH 44°41'25" WEST, 7.06 FEET;
- (11) NORTH 00°19'17" WEST, 9.81 FEET;
- (12) NORTH 89°45'47" WEST, 24.91 FEET;
- (13) NORTH 00°12'04" EAST, 15.11 FEET;
- (14) NORTH 45°33'46" EAST, 7.13 FEET;
- (15) NORTH 00°10'03" EAST, 34.92 FEET;
- (16) NORTH 44°56'16" WEST, 7.15 FEET;
- (17) NORTH 00°15'54" EAST, 20.10 FEET;
- (18) NORTH 89°55'53" EAST, 10.01 FEET;

LEGAL DESCRIPTION CONTINUED BLDG-E
W.O. 7389
AUGUST 02, 2011
PAGE 2 OF 2

(19) SOUTH 45°33'35" EAST, 7.17 FEET;
(20) SOUTH 89°59'02" EAST, 25.11 FEET;
(21) SOUTH 00°03'25" WEST, 5.03 FEET;
(22) SOUTH 89°44'53" EAST, 19.78 FEET;
(23) NORTH 45°25'43" EAST, 7.18 FEET;
(24) SOUTH 89°42'43" EAST, 14.92 FEET;
(25) SOUTH 00°09'49" WEST, 195.22 FEET;
(26) SOUTH 89°46'00" WEST, 10.07 FEET;
(27) NORTH 00°09'39" EAST, 4.99 FEET;
(28) NORTH 89°25'34" WEST, 9.89 FEET;
(29) SOUTH 44°57'38" WEST, 7.17 FEET;
(30) NORTH 89°37'53" WEST, 10.10 FEET TO THE POINT OF BEGINNING.

CONTAINING: 11,065 SQUARE FEET, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

THE ABOVE DESCRIBED PARCEL IS ALSO SHOWN ON THAT CERTAIN RECORD OF SURVEY ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA IN FILE 185 OF SURVEYS, AT PAGE 07.

BASIS OF BEARINGS:

NORTH 89°45'21" EAST, BEING THE BEARING ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32, TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY, NEVADA, AS SHOWN ON THAT CERTAIN PLAT KNOWN AS "GREEN VALLEY BUSINESS PARK", ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 25 OF PLATS, AT PAGE 57.

END OF DESCRIPTION.

REF: G:/7389/LEGAL/BLDG - E.DOC

Exhibit "F"



CONSULTING ENGINEERS • PLANNERS • SURVEYORS

2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

W.O. 7389
AUGUST 02, 2011
BY: TZ
P.R. BY: TJ
PAGE 1 OF 2

EXPLANATION: THIS LEGAL DESCRIBES A PARCEL OF LAND GENERALLY LOCATED NORTHEASTERLY OF SUNSET WAY AND CACTUS GARDEN DRIVE.

LEGAL DESCRIPTION
BLDG - F

BEING A PORTION OF LOT A OF THAT CERTAIN COMMERCIAL SUBDIVISION KNOWN AS "GREEN VALLEY BUSINESS PARK", ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 25 OF PLATS, AT PAGE 57, LOCATED WITHIN THE SOUTH HALF (S 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32, TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CENTERLINE INTERSECTION OF SUNSET WAY AND CACTUS GARDEN DRIVE (FORMERLY KNOWN AS BUSTER BROWN DRIVE) BEING MARKED BY A 2 1/2 INCH ALUMINUM CAP STAMPED PLS 9103; **THENCE** NORTH 30°31'13" WEST ALONG THE CENTERLINE OF SAID CACTUS GARDEN DRIVE, 566.89 FEET; **THENCE** NORTH 59°28'47" EAST DEPARTING SAID CENTERLINE, 357.96 FEET TO THE POINT OF BEGINNING;

THENCE ALONG THE FOLLOWING TWENTY FOUR (24) COURSES:

- (1) NORTH 89°47'35" WEST, 135.04 FEET;
- (2) NORTH 00°04'14" EAST, 64.95 FEET;
- (3) NORTH 89°58'58" EAST, 10.04 FEET;
- (4) SOUTH 44°13'19" EAST, 7.08 FEET;
- (5) SOUTH 89°44'37" EAST, 14.75 FEET;
- (6) NORTH 01°03'23" EAST, 10.04 FEET;
- (7) NORTH 89°43'34" EAST, 10.04 FEET;
- (8) SOUTH 45°37'28" EAST, 7.20 FEET;
- (9) SOUTH 89°44'03" EAST, 19.83 FEET;
- (10) NORTH 45°13'45" EAST, 7.07 FEET;
- (11) SOUTH 89°53'30" EAST, 10.06 FEET;
- (12) SOUTH 01°47'37" EAST, 4.98 FEET;
- (13) SOUTH 89°42'13" EAST, 9.86 FEET;
- (14) SOUTH 45°33'03" EAST, 6.99 FEET;
- (15) SOUTH 89°34'35" EAST, 24.75 FEET;
- (16) NORTH 00°59'23" EAST, 10.01 FEET;
- (17) NORTH 89°52'13" EAST, 10.16 FEET;
- (18) SOUTH 00°40'46" EAST, 4.98 FEET;

LEGAL DESCRIPTION CONTINUED BLDG-F
W.O. 7389
AUGUST 02, 2011
PAGE 2 OF 2

(19) SOUTH 89°42'17" EAST, 14.75 FEET;
(20) NORTH 45°33'50" EAST, 7.18 FEET;
(21) SOUTH 89°24'34" EAST, 10.19 FEET;
(22) SOUTH 00°14'49" WEST, 35.04 FEET;
(23) SOUTH 89°52'01" WEST, 24.96 FEET;
(24) SOUTH 00°15'10" WEST, 34.92 FEET TO THE POINT OF BEGINNING.

CONTAINING: 9,558 SQUARE FEET, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

THE ABOVE DESCRIBED PARCEL IS ALSO SHOWN ON THAT CERTAIN RECORD OF SURVEY ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA IN FILE 185 OF SURVEYS, AT PAGE 07.

BASIS OF BEARINGS:

NORTH 89°45'21" EAST, BEING THE BEARING ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32, TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY, NEVADA, AS SHOWN ON THAT CERTAIN PLAT KNOWN AS "GREEN VALLEY BUSINESS PARK", ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 25 OF PLATS, AT PAGE 57.

END OF DESCRIPTION.

REF: G:/7389/LEGAL/BLDG - F.DOC

Exhibit "G"



CONSULTING ENGINEERS • PLANNERS • SURVEYORS
 2727 SOUTH RAINBOW BOULEVARD
 LAS VEGAS, NEVADA 89146-5148

W.O. 7389
 AUGUST 02, 2011
 BY: TZ
 P.R. BY: TJ
 PAGE 1 OF 2

EXPLANATION: THIS LEGAL DESCRIBES A PARCEL OF LAND GENERALLY LOCATED NORTHEASTERLY OF SUNSET WAY AND CACTUS GARDEN DRIVE.

LEGAL DESCRIPTION
BLDG - G

BEING A PORTION OF LOT A OF THAT CERTAIN COMMERCIAL SUBDIVISION KNOWN AS "GREEN VALLEY BUSINESS PARK", ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 25 OF PLATS, AT PAGE 57, LOCATED WITHIN THE SOUTH HALF (S 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32, TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CENTERLINE INTERSECTION OF SUNSET WAY AND CACTUS GARDEN DRIVE (FORMERLY KNOWN AS BUSTER BROWN DRIVE) BEING MARKED BY A 2 1/2 INCH ALUMINUM CAP STAMPED PLS 9103; **THENCE** NORTH 30°31'13" WEST ALONG THE CENTERLINE OF SAID CACTUS GARDEN DRIVE, 440.69 FEET; **THENCE** NORTH 59°28'47" EAST DEPARTING SAID CENTERLINE, 335.34 FEET **TO THE POINT OF BEGINNING**;

THENCE ALONG THE FOLLOWING TWENTY FOUR (24) COURSES:

- (1) NORTH 00°10'34" EAST, 185.18 FEET;
- (2) NORTH 89°52'22" EAST, 34.68 FEET;
- (3) NORTH 01°17'24" EAST, 4.89 FEET;
- (4) SOUTH 89°48'24" EAST, 35.24 FEET;
- (5) SOUTH 00°07'59" WEST, 15.08 FEET;
- (6) SOUTH 45°15'12" WEST, 7.20 FEET;
- (7) SOUTH 00°05'26" EAST, 39.86 FEET;
- (8) SOUTH 44°36'18" EAST, 6.98 FEET;
- (9) SOUTH 00°02'16" WEST, 15.22 FEET;
- (10) SOUTH 89°58'16" WEST, 9.91 FEET;
- (11) SOUTH 00°06'14" WEST, 9.93 FEET;
- (12) SOUTH 45°13'56" WEST, 7.16 FEET;
- (13) SOUTH 00°09'40" WEST, 24.89 FEET;
- (14) SOUTH 44°28'01" EAST, 7.22 FEET;
- (15) SOUTH 00°08'44" WEST, 14.95 FEET;
- (16) NORTH 89°44'25" WEST, 9.93 FEET;
- (17) SOUTH 00°19'48" WEST, 9.90 FEET;
- (18) SOUTH 45°01'22" WEST, 7.13 FEET;

LEGAL DESCRIPTION CONTINUED BLDG-G
W.O. 7389
AUGUST 02, 2011
PAGE 2 OF 2

(19) SOUTH 00°21'37" WEST, 24.98 FEET;
(20) SOUTH 45°31'24" EAST, 7.04 FEET;
(21) SOUTH 00°32'04" WEST, 10.08 FEET;
(22) SOUTH 89°54'08" WEST, 25.18 FEET;
(23) NORTH 00°07'49" WEST, 4.84 FEET;
(24) NORTH 89°29'20" WEST, 24.89 FEET TO THE POINT OF BEGINNING.

CONTAINING: 11,164 SQUARE FEET, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

THE ABOVE DESCRIBED PARCEL IS ALSO SHOWN ON THAT CERTAIN RECORD OF SURVEY ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA IN FILE 185 OF SURVEYS, AT PAGE 07.

BASIS OF BEARINGS:

NORTH 89°45'21" EAST, BEING THE BEARING ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32, TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY, NEVADA, AS SHOWN ON THAT CERTAIN PLAT KNOWN AS "GREEN VALLEY BUSINESS PARK", ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 25 OF PLATS, AT PAGE 57.

END OF DESCRIPTION.

REF: G:/7389/LEGAL/BLDG - G.DOC

Exhibit H



CONSULTING ENGINEERS • PLANNERS • SURVEYORS
 2727 SOUTH RAINBOW BOULEVARD
 LAS VEGAS, NEVADA 89146-5148

W.O. 7389
 AUGUST 02, 2011
 BY: TZ
 P.R. BY: TJ
 PAGE 1 OF 2

EXPLANATION: THIS LEGAL DESCRIBES A PARCEL OF LAND GENERALLY LOCATED NORTHEASTERLY OF SUNSET WAY AND CACTUS GARDEN DRIVE.

LEGAL DESCRIPTION
BLDG - H

BEING A PORTION OF LOT A OF THAT CERTAIN COMMERCIAL SUBDIVISION KNOWN AS "GREEN VALLEY BUSINESS PARK", ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 25 OF PLATS, AT PAGE 57, LOCATED WITHIN THE SOUTH HALF (S 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32, TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CENTERLINE INTERSECTION OF SUNSET WAY AND CACTUS GARDEN DRIVE (FORMERLY KNOWN AS BUSTER BROWN DRIVE) BEING MARKED BY A 2 1/2 INCH ALUMINUM CAP STAMPED PLS 9103; THENCE NORTH 30°31'13" WEST ALONG THE CENTERLINE OF SAID CACTUS GARDEN DRIVE, 334.31 FEET; THENCE NORTH 59°28'47" EAST DEPARTING SAID CENTERLINE, 254.22 FEET TO THE POINT OF BEGINNING;

THENCE ALONG THE FOLLOWING SIXTEEN (16) COURSES:

- (1) NORTH 61°52'35" EAST, 30.12 FEET;
- (2) SOUTH 72°37'38" EAST, 7.15 FEET;
- (3) NORTH 61°56'00" EAST, 30.04 FEET;
- (4) NORTH 16°32'46" EAST, 7.10 FEET;
- (5) NORTH 61°51'17" EAST, 15.31 FEET;
- (6) SOUTH 27°15'52" EAST, 35.10 FEET;
- (7) SOUTH 73°35'11" EAST, 7.13 FEET;
- (8) SOUTH 27°53'33" EAST, 15.08 FEET;
- (9) SOUTH 62°12'04" WEST, 30.01 FEET;
- (10) SOUTH 27°49'57" EAST, 25.11 FEET;
- (11) SOUTH 74°09'51" EAST, 7.12 FEET;
- (12) SOUTH 28°06'41" EAST, 19.80 FEET;
- (13) SOUTH 61°50'24" WEST, 24.95 FEET;
- (14) SOUTH 26°51'20" EAST, 5.56 FEET;
- (15) SOUTH 61°59'03" WEST, 40.01 FEET;
- (16) NORTH 28°03'12" WEST, 110.43 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION CONTINUED BLDG-H
W.O. 7389
AUGUST 02, 2011
PAGE 2 OF 2

CONTAINING: 7,925 SQUARE FEET, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

THE ABOVE DESCRIBED PARCEL IS ALSO SHOWN ON THAT CERTAIN RECORD OF SURVEY ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA IN FILE 185 OF SURVEYS, AT PAGE 07.

BASIS OF BEARINGS:

NORTH 89°45'21" EAST, BEING THE BEARING ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32, TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY, NEVADA, AS SHOWN ON THAT CERTAIN PLAT KNOWN AS "GREEN VALLEY BUSINESS PARK", ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 25 OF PLATS, AT PAGE 57.

END OF DESCRIPTION.

REF: G:/7389/LEGAL/BLDG - H.DOC

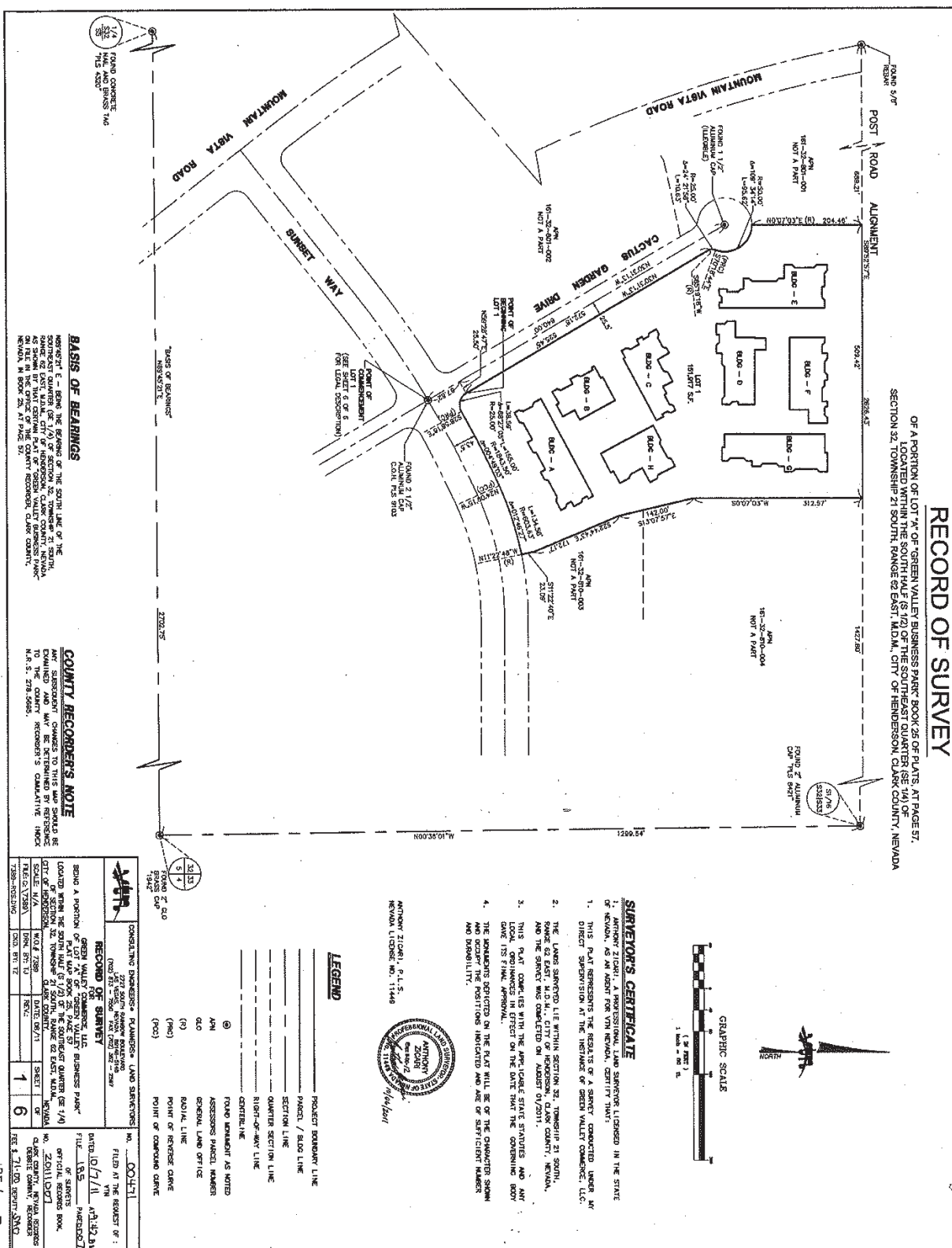
EXHIBIT "B"

[Site Plan]

See attached

RECORD OF SURVEY

OF A PORTION OF LOT 1/4 OF GREEN VALLEY BUSINESS PARK BOOK 26 OF PLATS, AT PAGE 57,
LOCATED WITHIN THE SOUTH HALF (S 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF
SECTION 32, TOWNSHIP 21 SOUTH, RANGE 22 EAST, 10th M., CITY OF HENDERSON, CLARK COUNTY, NEVADA

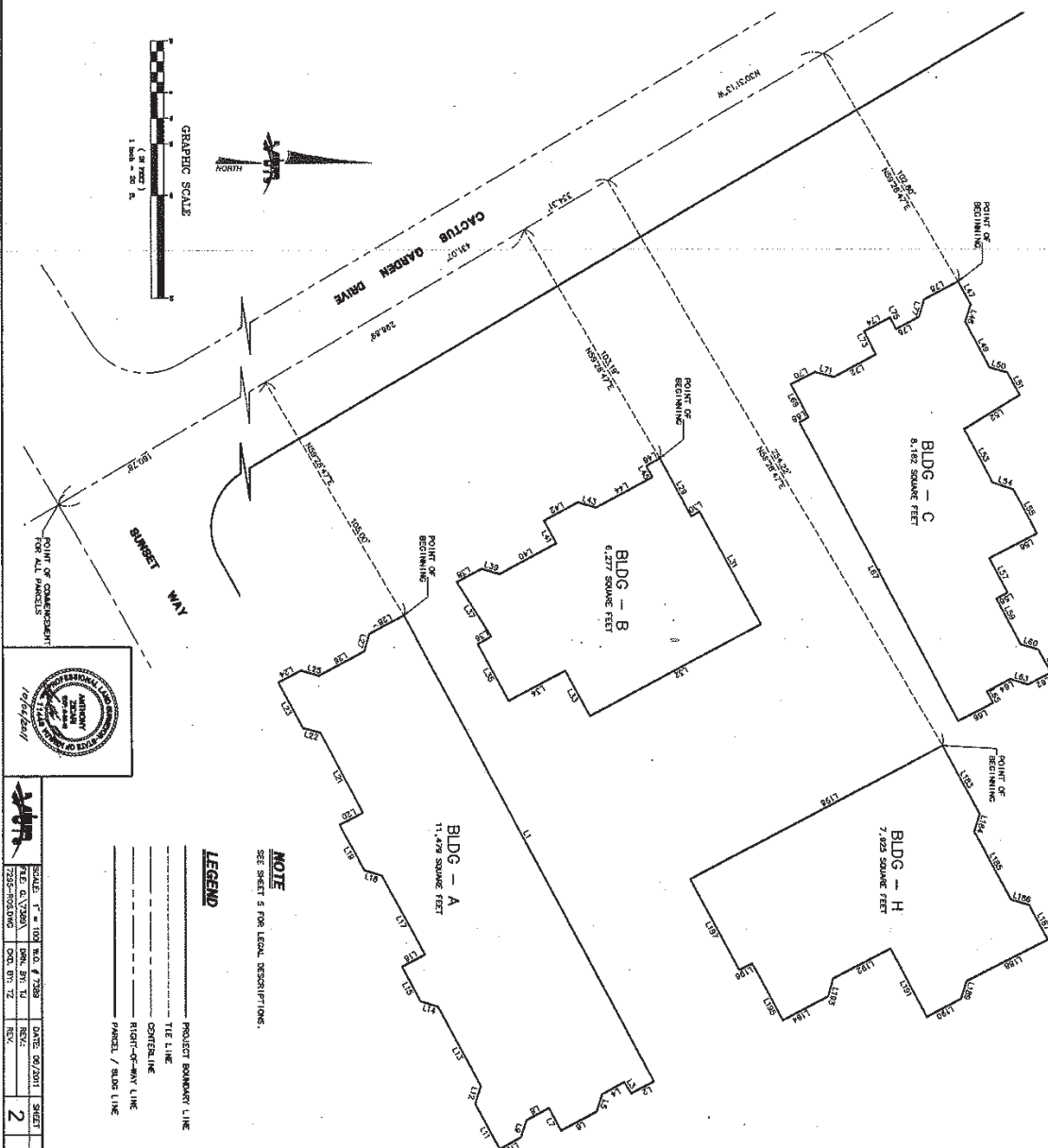


RECORD OF SURVEY

OF A PORTION OF LOT "A" OF GREEN VALLEY BUSINESS PARK 25 OF PLATS, AT PAGE 57,
SECTION 32, TOWNSHIP 21 SOUTH, RANGE 62 EAST, 100M, CITY OF HENDERSON, CLARK COUNTY, NEVADA

COURSE TABLE	
NO.	BEARING
1	N 87°04'47"E
2	S 87°04'47"E
3	S 87°04'47"E
4	S 87°04'47"E
5	S 87°04'47"E
6	S 87°04'47"E
7	S 87°04'47"E
8	S 87°04'47"E
9	S 87°04'47"E
10	S 87°04'47"E
11	S 87°04'47"E
12	S 87°04'47"E
13	S 87°04'47"E
14	S 87°04'47"E
15	S 87°04'47"E
16	S 87°04'47"E
17	S 87°04'47"E
18	S 87°04'47"E
19	S 87°04'47"E
20	S 87°04'47"E
21	S 87°04'47"E
22	S 87°04'47"E
23	S 87°04'47"E
24	S 87°04'47"E
25	S 87°04'47"E
26	S 87°04'47"E
27	S 87°04'47"E
28	S 87°04'47"E
29	S 87°04'47"E
30	S 87°04'47"E
31	S 87°04'47"E
32	S 87°04'47"E
33	S 87°04'47"E
34	S 87°04'47"E
35	S 87°04'47"E
36	S 87°04'47"E
37	S 87°04'47"E
38	S 87°04'47"E
39	S 87°04'47"E
40	S 87°04'47"E
41	S 87°04'47"E
42	S 87°04'47"E
43	S 87°04'47"E
44	S 87°04'47"E
45	S 87°04'47"E
46	S 87°04'47"E
47	S 87°04'47"E
48	S 87°04'47"E
49	S 87°04'47"E
50	S 87°04'47"E
51	S 87°04'47"E
52	S 87°04'47"E
53	S 87°04'47"E
54	S 87°04'47"E
55	S 87°04'47"E
56	S 87°04'47"E
57	S 87°04'47"E
58	S 87°04'47"E
59	S 87°04'47"E
60	S 87°04'47"E
61	S 87°04'47"E
62	S 87°04'47"E
63	S 87°04'47"E
64	S 87°04'47"E
65	S 87°04'47"E
66	S 87°04'47"E
67	S 87°04'47"E
68	S 87°04'47"E
69	S 87°04'47"E
70	S 87°04'47"E
71	S 87°04'47"E
72	S 87°04'47"E
73	S 87°04'47"E
74	S 87°04'47"E
75	S 87°04'47"E
76	S 87°04'47"E
77	S 87°04'47"E
78	S 87°04'47"E
79	S 87°04'47"E
80	S 87°04'47"E
81	S 87°04'47"E
82	S 87°04'47"E
83	S 87°04'47"E
84	S 87°04'47"E
85	S 87°04'47"E
86	S 87°04'47"E
87	S 87°04'47"E
88	S 87°04'47"E
89	S 87°04'47"E
90	S 87°04'47"E
91	S 87°04'47"E
92	S 87°04'47"E
93	S 87°04'47"E
94	S 87°04'47"E
95	S 87°04'47"E
96	S 87°04'47"E
97	S 87°04'47"E
98	S 87°04'47"E
99	S 87°04'47"E
100	S 87°04'47"E

COURSE TABLE	
NO.	BEARING
101	S 87°04'47"E
102	S 87°04'47"E
103	S 87°04'47"E
104	S 87°04'47"E
105	S 87°04'47"E
106	S 87°04'47"E
107	S 87°04'47"E
108	S 87°04'47"E
109	S 87°04'47"E
110	S 87°04'47"E
111	S 87°04'47"E
112	S 87°04'47"E
113	S 87°04'47"E
114	S 87°04'47"E
115	S 87°04'47"E
116	S 87°04'47"E
117	S 87°04'47"E
118	S 87°04'47"E
119	S 87°04'47"E
120	S 87°04'47"E
121	S 87°04'47"E
122	S 87°04'47"E
123	S 87°04'47"E
124	S 87°04'47"E
125	S 87°04'47"E
126	S 87°04'47"E
127	S 87°04'47"E
128	S 87°04'47"E
129	S 87°04'47"E
130	S 87°04'47"E
131	S 87°04'47"E
132	S 87°04'47"E
133	S 87°04'47"E
134	S 87°04'47"E
135	S 87°04'47"E
136	S 87°04'47"E
137	S 87°04'47"E
138	S 87°04'47"E
139	S 87°04'47"E
140	S 87°04'47"E
141	S 87°04'47"E
142	S 87°04'47"E
143	S 87°04'47"E
144	S 87°04'47"E
145	S 87°04'47"E
146	S 87°04'47"E
147	S 87°04'47"E
148	S 87°04'47"E
149	S 87°04'47"E
150	S 87°04'47"E
151	S 87°04'47"E
152	S 87°04'47"E
153	S 87°04'47"E
154	S 87°04'47"E
155	S 87°04'47"E
156	S 87°04'47"E
157	S 87°04'47"E
158	S 87°04'47"E
159	S 87°04'47"E
160	S 87°04'47"E
161	S 87°04'47"E
162	S 87°04'47"E
163	S 87°04'47"E
164	S 87°04'47"E
165	S 87°04'47"E
166	S 87°04'47"E
167	S 87°04'47"E
168	S 87°04'47"E
169	S 87°04'47"E
170	S 87°04'47"E
171	S 87°04'47"E
172	S 87°04'47"E
173	S 87°04'47"E
174	S 87°04'47"E
175	S 87°04'47"E
176	S 87°04'47"E
177	S 87°04'47"E
178	S 87°04'47"E
179	S 87°04'47"E
180	S 87°04'47"E
181	S 87°04'47"E
182	S 87°04'47"E
183	S 87°04'47"E
184	S 87°04'47"E
185	S 87°04'47"E
186	S 87°04'47"E
187	S 87°04'47"E
188	S 87°04'47"E
189	S 87°04'47"E
190	S 87°04'47"E
191	S 87°04'47"E
192	S 87°04'47"E
193	S 87°04'47"E
194	S 87°04'47"E
195	S 87°04'47"E
196	S 87°04'47"E
197	S 87°04'47"E
198	S 87°04'47"E
199	S 87°04'47"E
200	S 87°04'47"E

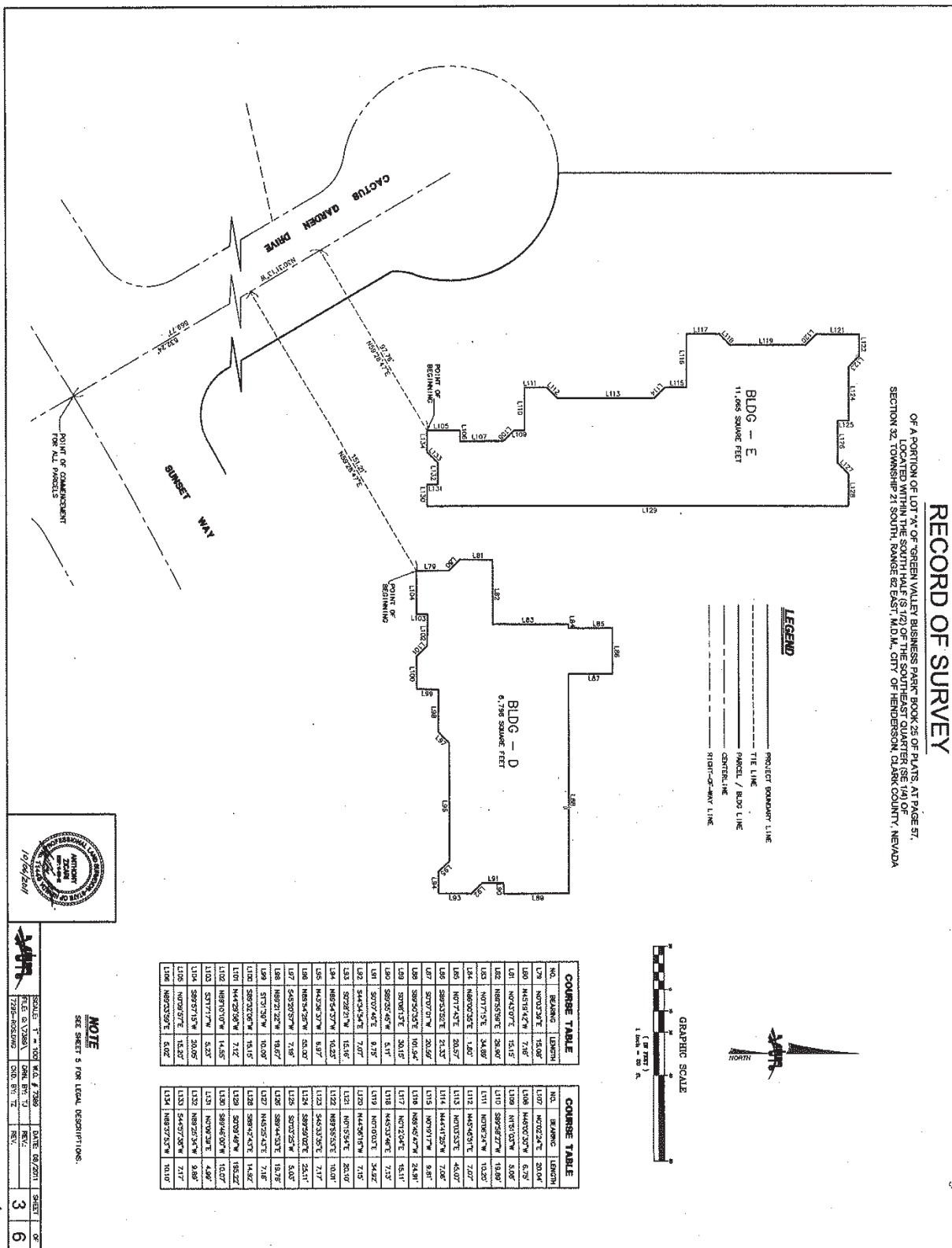


10/14/2007

SCALE	DATE	SHEET
1" = 100'	06/20/07	2
1" = 200'	06/20/07	6

RECORD OF SURVEY

OF A PORTION OF LOT 7A OF GREEN VALLEY BUSINESS PARK BOOK 25 OF PLATS, AT PAGE 57,
LOCATED WITHIN THE SOUTH HALF (S 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF
SECTION 32, TOWNSHIP 21 SOUTH, RANGE 82 EAST, M.D.M. CITY OF HENDERSON, CLARK COUNTY, NEVADA



RECORD OF SURVEY

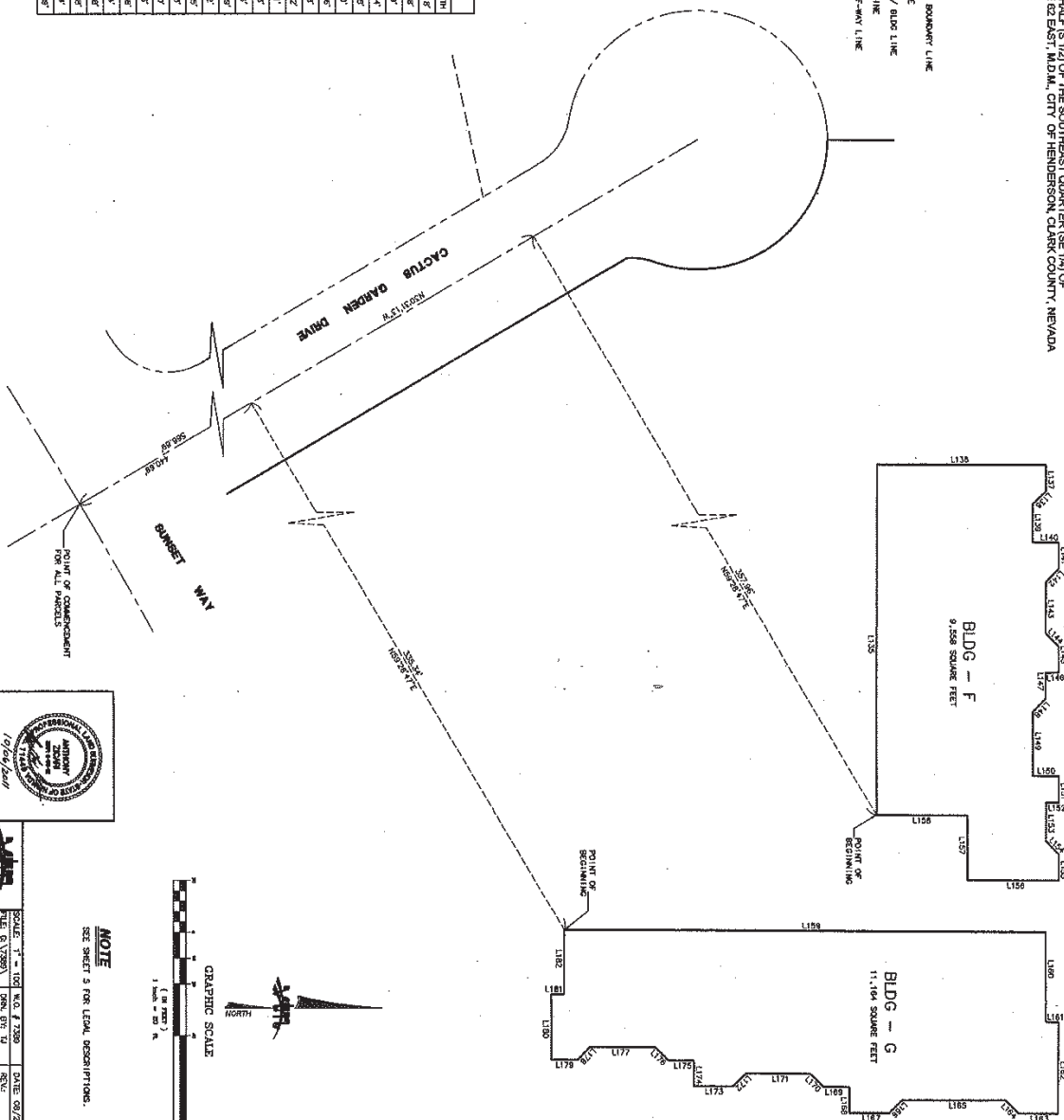
OF A PORTION OF LOT 4 OF GREEN VALLEY BUSINESS PARK BOOK 25 OF PLATS, AT PAGE 57,
LOCATED WITHIN THE SOUTH HALF (S 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF
SECTION 32, TOWNSHIP 21 SOUTH, RANGE 82 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY, NEVADA

LEGEND

PROJECT BOUNDARY LINE
TIE LINE
PARCEL / BLDG LINE
CENTER LINE
RIGHT-OF-WAY LINE

NO.	BEARING	LENGTH
L130	N89°42'35"W	158.04'
L136	N70°01'4"E	64.65'
L137	N89°58'56"E	10.04'
L138	S44°13'19"E	7.08'
L139	S89°41'57"E	14.25'
L140	N12°22'27"	10.04'
L141	N89°53'54"E	10.04'
L142	S45°37'28"E	7.20'
L143	S89°44'03"E	19.85'
L144	N40°15'49"E	7.07'
L145	S89°53'50"E	10.04'
L146	S1°47'37"E	4.85'
L147	S89°42'13"E	8.80'
L148	S45°37'03"E	6.99'
L149	S89°43'35"E	24.25'
L150	N05°52'23"E	10.07'
L151	N89°53'17"E	10.18'
L152	S74°52'42"E	4.86'
L153	S89°42'17"E	14.25'
L154	N45°33'50"E	7.18'
L155	S89°53'54"E	10.18'
L156	S01°44'49"W	35.04'
L157	S89°52'07"W	24.95'
L158	S01°51'17"W	34.07'

NO.	BEARING	LENGTH
L159	N70°01'5"E	101.18'
L160	N89°52'22"E	34.84'
L161	N11°24'2"E	4.89'
L162	S89°48'24"E	30.24'
L163	S00°07'59"W	15.00'
L164	S45°51'27"W	7.20'
L165	S00°53'57"E	38.86'
L166	S44°48'18"E	8.89'
L167	S01°01'18"W	18.22'
L168	S00°58'18"W	0.91'
L169	S00°51'4"W	9.53'
L170	S45°13'56"W	7.18'
L171	S00°04'07"W	24.87'
L172	S44°28'07"E	7.22'
L173	S00°44'4"W	14.65'
L174	N89°44'29"W	8.93'
L175	S00°48'4"W	8.87'
L176	S45°05'22"W	7.12'
L177	S45°01'27"E	24.58'
L178	S45°01'24"E	7.04'
L179	S03°04'4"W	10.08'
L180	S89°54'08"W	25.18'
L181	N00°01'49"W	4.84'
L182	N89°52'20"W	24.87'



NOTE
SEE SHEET 3 FOR LEGAL DESCRIPTIONS.



SCALE	1" = 100'	N.O. # 2500	DATE 08/2007	SHEET	OF
FILE # 172801	200.00' 12	REV.		4	6
1250-000-000	200.00' 12	REV.			

185/0007

3A.App.544

OF A PORTION OF LOT 7A OF "GREEN VALLEY BUSINESS PARK BOOK 25 OF PLATS, AT PAGE 57,
LOCATED WITHIN THE SOUTH HALF (S 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF
SECTION 32, TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY, NEVADA.

lot

[illegible][illegible][illegible][illegible][illegible]

CONTAINING: 11.79 SQUARE FEET, MORE OR LESS, AS DETERMINED BY
COURTNEY METHOD.

<p>THREE ALONG THE FOLLOWING ROUTES (14) COURTESY 10 NORTH BIRCHMOUNT DRIVE (25.51 EFT)</p>	<p>CONDUCTING AN EXTENSIVE INTERSECTION OF SUSPECT WAY AND COUNCILMAN GARDER DRIVE (PRESENTLY KNOWN AS BIRCHMOUNT DRIVE) BEING TRAVELING NORTHWARD BY A 1970 FORD MUSTANG, OR STATED BY THE WITNESS, NORTHWARD ON THE 10 NORTH BIRCHMOUNT DRIVE, APPROXIMATELY 100 FEET NORTH OF THE 1021.83 FEET, HENCE NORTH 5728.28' EAST DEPARTING SAID CENTERLINE 1021.83 FEET TO THE POINT OF INTERSECTION.</p>	<p>RECORDED AS FOLLOWS:</p> <p>QUARTER 35 (1/4) OF SECTION 34, TOWNSHIP 32 NORTH, RANGE 6E EAST M.U.M. CITY OF HENDERSON, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p>
--	---	---

(1) NORTH 18°56'46" WEST, 3.75 FEET
 (2) NORTH 18°56'46" WEST, 3.75 FEET
 (3) NORTH 18°19'13" WEST, 48.50 FEET
 (4) NORTH 18°19'13" WEST, 48.50 FEET
 (5) SOUTH 18°42'00" WEST, 15.54 FEET
 (6) SOUTH 27°46'20" WEST, 34.62 FEET
 (7) SOUTH 27°46'20" WEST, 34.62 FEET
 (8) NORTH 28°21'47" WEST, 5.09 FEET
 (9) NORTH 28°21'47" WEST, 5.09 FEET
 (10) SOUTH 57°44'28" WEST, 35.04 FEET
 (11) NORTH 18°43'58" EAST, 15.54 FEET
 (12) NORTH 28°13'23" WEST, 25.04 FEET
 (13) NORTH 28°13'23" WEST, 25.04 FEET
 (14) NORTH 15°54'40" EAST, 12.81 FEET
 (15) NORTH 27°56'00" WEST, 14.81 FEET
 (16) NORTH 27°56'00" WEST, 14.81 FEET
 (17) SOUTH 27°56'00" WEST, 5.01 FEET
 (18) NORTH 22°58'42" WEST, 2.88 FEET TO THE POINT OF BEGINNING.

[illegible]

THEME AL THE FOLLOWING HEART TWO (2) COMES:

(1) NORTH	62-135-55-57	15-07 FEET
(2) NORTH	67-46-11-57	10-08 FEET
(3) NORTH	67-46-11-57	10-08 FEET
(4) NORTH	15-79-50-56-57	7-10 FEET
(5) NORTH	31-45-53-55-57	5-03 FEET
(6) NORTH	62-135-55-57	15-07 FEET
(7) NORTH	62-135-55-57	15-07 FEET
(8) NORTH	62-135-55-57	15-07 FEET
(9) NORTH	62-135-55-57	15-07 FEET
(10) SOUTH	27-48-23-56-57	20-52 FEET
(11) NORTH	22-22-50-57	15-07 FEET
(12) NORTH	62-135-55-57	15-07 FEET
(13) NORTH	62-135-55-57	15-07 FEET
(14) NORTH	62-135-55-57	15-07 FEET
(15) SOUTH	27-48-23-56-57	20-52 FEET

CONTAINING: KILN, SQUARE, FEET, MORE OR LESS, AS DETERMINED BY

[illegible]

(1) NORTH 60°43'07"E; 18.15 FEET;
 (2) NORTH 60°52'40"E; 23.80 FEET;
 (3) NORTH 60°03'25"E; 1.90 FEET;
 (4) NORTH 60°03'25"E; 1.90 FEET;
 (5) NORTH 001°43'E; 20.57 FEET;
 (6) SOUTH 89°13'52"E; 21.33 FEET;
 (7) SOUTH 00°07'00"E; 22.59 FEET;
 (8) SOUTH 89°50'52"E; 10.14 FEET;
 (9) SOUTH 89°50'52"E; 10.14 FEET;
 (10) SOUTH 89°50'52"E; 10.14 FEET;
 (11) SOUTH 89°50'52"E; 10.14 FEET;
 (12) SOUTH 00°07'04"E; 5.25 FEET;
 (13) SOUTH 44°54'41"E; 7.07 FEET;
 (14) SOUTH 00°03'21"E; 15.26 FEET;
 (15) SOUTH 89°54'27"E; 10.23 FEET;
 (16) NORTH 89°54'27"E; 10.23 FEET

[illegible]

CONSIDERED AT CONVENTION, INTERSECTION OF SENECA WAY AND CHARLES ST. (COMMONLY KNOWN AS BUCKLEY BROWN DRIVE) BEING HAZARDOUS TO TRAVEL. THE PROPOSED IMPROVEMENTS WOULD BE 0.17 MILE LONG, BEGINNING AT THE INTERSECTION OF SENECA STREET AND CHARLES STREET, TRAVELING NORTH, TURNING EAST, DEFINING SAE CONDUIT, 0.076 MILE TO THE POINT OF ORIGIN.

101	NORTH	4004253	15.61	1.07	FEET
102	NORTH	4004253	15.61	1.07	FEET
103	NORTH	4004253	15.61	1.07	FEET
104	NORTH	4004253	15.61	1.07	FEET
105	NORTH	4004253	15.61	1.07	FEET
106	NORTH	4004253	15.61	1.07	FEET
107	NORTH	4004253	15.61	1.07	FEET
108	NORTH	4004253	15.61	1.07	FEET
109	NORTH	4004253	15.61	1.07	FEET
110	NORTH	4004253	15.61	1.07	FEET
111	NORTH	4004253	15.61	1.07	FEET
112	NORTH	4004253	15.61	1.07	FEET
113	NORTH	4004253	15.61	1.07	FEET
114	NORTH	4004253	15.61	1.07	FEET
115	NORTH	4004253	15.61	1.07	FEET
116	NORTH	4004253	15.61	1.07	FEET
117	NORTH	4004253	15.61	1.07	FEET
118	NORTH	4004253	15.61	1.07	FEET
119	NORTH	4004253	15.61	1.07	FEET
120	NORTH	4004253	15.61	1.07	FEET
121	NORTH	4004253	15.61	1.07	FEET
122	NORTH	4004253	15.61	1.07	FEET
123	NORTH	4004253	15.61	1.07	FEET
124	NORTH	4004253	15.61	1.07	FEET
125	NORTH	4004253	15.61	1.07	FEET
126	NORTH	4004253	15.61	1.07	FEET
127	NORTH	4004253	15.61	1.07	FEET
128	NORTH	4004253	15.61	1.07	FEET
129	NORTH	4004253	15.61	1.07	FEET
130	NORTH	4004253	15.61	1.07	FEET
131	NORTH	4004253	15.61	1.07	FEET
132	NORTH	4004253	15.61	1.07	FEET
133	NORTH	4004253	15.61	1.07	FEET
134	NORTH	4004253	15.61	1.07	FEET
135	NORTH	4004253	15.61	1.07	FEET
136	NORTH	4004253	15.61	1.07	FEET
137	NORTH	4004253	15.61	1.07	FEET
138	NORTH	4004253	15.61	1.07	FEET
139	NORTH	4004253	15.61	1.07	FEET
140	NORTH	4004253	15.61	1.07	FEET
141	NORTH	4004253	15.61	1.07	FEET
142	NORTH	4004253	15.61	1.07	FEET
143	NORTH	4004253	15.61	1.07	FEET
144	NORTH	4004253	15.61	1.07	FEET
145	NORTH	4004253	15.61	1.07	FEET
146	NORTH	4004253	15.61	1.07	FEET
147	NORTH	4004253	15.61	1.07	FEET
148	NORTH	4004253	15.61	1.07	FEET
149	NORTH	4004253	15.61	1.07	FEET
150	NORTH	4004253	15.61	1.07	FEET

[illegible][illegible]

(14) SOUTH 4533.00' EAST, 0.69' FEET;
 (15) SOUTH 4533.00' EAST, 2.72' FEET;
 (16) SOUTH 4533.00' EAST, 4.75' FEET;
 (17) NORTH 89.217° EAST, 10.06' FEET;
 (18) SOUTH 007.049° EAST, 4.08' FEET;
 (19) SOUTH 89.4217° EAST, 14.75' FEET;
 (20) NORTH 4533.00' EAST, 7.18' FEET;
 (21) NORTH 89.217° EAST, 10.06' FEET;
 (22) SOUTH 4533.00' EAST, 2.72' FEET;
 (23) SOUTH 89.217° WEST, 24.96' FEET;
 (24) SOUTH 007.051° WEST, 34.92' FEET TO THE POINT OF BEGINNING.

CONTAINING 6.58 SQUARE FEET, MORE OR LESS, AS DETERMINED BY
 SURVEYING METHODS.

TABLE 2
LOCATION OF LOT A (THE OPTICAL COMMERCIAL SUBDIVISION)
 LOT A, A GREEN VALLEY BUSINESS PARK, ON THE N. SIDE OF THE
 RIVER, LOCATED WITHIN THE SOUTH HALF 1/2 OF THE EAST HALF
 OF SECTION 24, TOWNSHIP 31 SOUTH, RANGE 62 EAST, 10TH
 RANGE 62 EAST, CROWSON, CLARK COUNTY, MINN. MORE PARTICULARLY
 DESCRIBED AS FOLLOWS:

COMMENCING AT THE CORNER INTERSECTION OF SAUNDY WAY
 DRIVING (TOWNSHIP) AND THE SOUTHERN BRANCH RIVER AND
 DRIVING EAST ALONG THE COURSE OF SAUNDY WAY DRIVING
 TO THE END OF THE COURSE OF SAUNDY WAY DRIVING
 AND THEN TO THE POINT OF BEGINNING AND CONTINUING
 TO THE POINT OF BEGINNING.

THENCE ALONG THE FOLLOWING: TWENTY FOUR (24) CORNERS:
 (1) NORTH 00°00'00" EAST, 185.01 FEET

[illegible]

(20) SOUTH 53°24' EAST, 7.04 FEET.
 (21) SOUTH 53°24' EAST, 7.04 FEET.
 (22) SOUTH 00°31' WEST, 10.08 FEET.
 (23) NORTH 00°07' EAST, 4.44 FEET.
 (24) NORTH 89°20' WEST, 2.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.94 SQUARE FEET, MORE OR LESS, AS DETERMINED BY
 SURVEYING METHODS.

[illegible]

CONVINCING 7-222 SQUARE FEET, MORE OR LESS, AS DETERMINED BY
SURVEYING METHODS.

THE ENTIRE AREA CONTAINED WITHIN LOT 1 IS 23,546 SQUARE FEET,
MORE OR LESS, AS DETERMINED BY SURVEYING METHODS.

THE AREA WITHIN THE EXHIBIT (9) EXCEPTION PARCELS IS 74,448 SQUARE
FEET, MORE OR LESS, AS DETERMINED BY SURVEYING METHODS.

THEORETICALLY, THE NET RESULTANT AREA WITHIN LOT 1 IS 10,917 SQUARE
FEET.



SCALE 1" = 100'	W.O. # 7388	DATE 08/2011	SHEET	OF
FILE G:\7388\	DRAW. BY: TJ	REV:	6	6
7295-RDS.DWG	CAD. BY: TZ	REV:		

EXHIBIT "C"

[Description of Common Area] *see attached*



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2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

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BY: TZ
P.R. BY: TJ
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EXPLANATION: THIS LEGAL DESCRIBES A PARCEL OF LAND GENERALLY LOCATED NORTHEASTERLY OF SUNSET WAY AND CACTUS GARDEN DRIVE.

LEGAL DESCRIPTION
LOT 1

BEING A PORTION OF LOT A OF THAT CERTAIN COMMERCIAL SUBDIVISION KNOWN AS "GREEN VALLEY BUSINESS PARK", ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 25 OF PLATS, AT PAGE 57, LOCATED WITHIN THE SOUTH HALF (S 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32, TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CENTERLINE INTERSECTION OF SUNSET WAY AND CACTUS GARDEN DRIVE (FORMERLY KNOWN AS BUSTER BROWN DRIVE) BEING MARKED BY A 2 1/2 INCH ALUMINUM CAP STAMPED PLS 9103; THENCE NORTH 30°31'13" WEST ALONG THE CENTERLINE OF SAID CACTUS GARDEN DRIVE, 67.82 FEET; THENCE NORTH 59°28'47" EAST DEPARTING SAID CENTERLINE, 25.50 FEET TO THE EASTERLY RIGHT-OF-WAY OF SAID CACTUS GARDEN DRIVE, SAME BEING THE **POINT OF BEGINNING**;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY AS FOLLOWS: NORTH 30°31'13" WEST, 525.45 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 85°19'18" WEST; THENCE NORTHEASTERLY, 10.63 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°21'58" TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 70°18'44" EAST; THENCE NORTHWESTERLY, 95.62 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 109°34'14" TO THE WESTERLY BOUNDARY OF SAID "GREEN VALLEY BUSINESS PARK" COMMERCIAL SUBDIVISION; THENCE NORTH 00°07'03" EAST, RADIALY FROM SAID 50.00 FOOT RADIUS CURVE AND DEPARTING SAID RIGHT-OF-WAY AND ALONG SAID WESTERLY BOUNDARY, 204.46 FEET; THENCE SOUTH 89°52'57" EAST ALONG THE NORTH BOUNDARY OF SAID COMMERCIAL SUBDIVISION, 509.42 FEET TO THE NORTHEAST CORNER OF PARCEL 1 AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED NOVEMBER 30, 1999 AT THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA IN BOOK 991130, INSTRUMENT NUMBER 00002;

LEGAL DESCRIPTION CONTINUED LOT 1

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THENCE SOUTH 00°07'03" WEST DEPARTING SAID NORTHERLY BOUNDARY AND ALONG THE EASTERLY LINE OF SAID PARCEL 1, A DISTANCE OF 312.57 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 1, SAME BEING THE NORTHEAST CORNER OF PARCEL 2 OF SAID QUITCLAIM DEED; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL 2 AS FOLLOWS: SOUTH 13°07'57" EAST, A DISTANCE OF 142.00 FEET; THENCE SOUTH 22°44'43" EAST, 172.17 FEET; THENCE SOUTH 11°22'40" EAST, 23.09 FEET TO THE NORTHERLY RIGHT-OF-WAY OF SAID SUNSET WAY, SAME BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 603.63 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 11°22'48" WEST; THENCE SOUTHWESTERLY, 134.58 FEET DEPARTING THE EASTERLY LINE OF SAID PARCEL 2 AND ALONG SAID NORTHERLY RIGHT-OF-WAY AND SAID CURVE THROUGH A CENTRAL ANGLE OF 12°46'27" TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1843.50 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 24°09'15" WEST; THENCE SOUTHWESTERLY, 155.00 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY AND SAID CURVE THROUGH A CENTRAL ANGLE OF 04°49'03" TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 28°58'18" EAST; THENCE NORTHWESTERLY, 38.59 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 88°27'05" TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, THE FOLLOWING EIGHT (8) PARCELS:

BLDG - A

BEING A PORTION OF LOT A OF THAT CERTAIN COMMERCIAL SUBDIVISION KNOWN AS "GREEN VALLEY BUSINESS PARK", ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 25 OF PLATS, AT PAGE 57, LOCATED WITHIN THE SOUTH HALF (S 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32, TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CENTERLINE INTERSECTION OF SUNSET WAY AND CACTUS GARDEN DRIVE (FORMERLY KNOWN AS BUSTER BROWN DRIVE) BEING MARKED BY A 2 1/2 INCH ALUMINUM CAP STAMPED PLS 9103; THENCE NORTH 30°31'13" WEST ALONG THE CENTERLINE OF SAID CACTUS GARDEN DRIVE, 180.78 FEET; THENCE NORTH 59°28'47" EAST DEPARTING SAID CENTERLINE, 105.00 FEET TO THE POINT OF BEGINNING;

THENCE ALONG THE FOLLOWING TWENTY EIGHT (28) COURSES:

- (1) NORTH 62°00'05" EAST, 205.03 FEET;
- (2) SOUTH 28°06'13" EAST, 9.94 FEET;
- (3) SOUTH 58°16'29" WEST, 5.16 FEET;
- (4) SOUTH 28°20'08" EAST, 9.70 FEET;
- (5) SOUTH 72°15'07" EAST, 7.15 FEET;
- (6) SOUTH 28°08'08" EAST, 15.68 FEET;
- (7) SOUTH 62°20'04" WEST, 9.97 FEET;
- (8) SOUTH 28°04'28" EAST, 9.85 FEET;
- (9) SOUTH 71°49'20" EAST, 7.05 FEET;
- (10) SOUTH 29°03'48" EAST, 9.42 FEET;
- (11) SOUTH 62°01'01" WEST, 20.13 FEET;
- (12) NORTH 71°57'07" WEST, 7.07 FEET;
- (13) SOUTH 61°56'14" WEST, 35.04 FEET;
- (14) SOUTH 16°57'27" WEST, 7.08 FEET;

LEGAL DESCRIPTION CONTINUED LOT 1
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(15) SOUTH 62°17'36" WEST, 15.15 FEET;
 (16) NORTH 28°00'07" WEST, 10.00 FEET;
 (17) SOUTH 61°55'11" WEST, 34.89 FEET;
 (18) SOUTH 16°29'18" WEST, 7.03 FEET;
 (19) SOUTH 61°31'25" WEST, 20.25 FEET;
 (20) NORTH 27°30'38" WEST, 10.19 FEET;
 (21) SOUTH 62°05'42" WEST, 35.09 FEET;
 (22) SOUTH 15°42'20" WEST, 7.03 FEET;
 (23) SOUTH 61°56'12" WEST, 19.98 FEET;
 (24) NORTH 27°33'32" WEST, 9.93 FEET;
 (25) NORTH 16°42'00" EAST, 7.13 FEET;
 (26) NORTH 28°06'06" WEST, 20.05 FEET;
 (27) NORTH 73°56'09" WEST, 7.03 FEET;
 (28) NORTH 27°52'21" WEST, 15.09 FEET TO THE POINT OF BEGINNING.

CONTAINING: 11,479 SQUARE FEET, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

BLDG - B

BEING A PORTION OF LOT A OF THAT CERTAIN COMMERCIAL SUBDIVISION KNOWN AS "GREEN VALLEY BUSINESS PARK", ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 25 OF PLATS, AT PAGE 57, LOCATED WITHIN THE SOUTH HALF (S 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32, TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CENTERLINE INTERSECTION OF SUNSET WAY AND CACTUS GARDEN DRIVE (FORMERLY KNOWN AS BUSTER BROWN DRIVE) BEING MARKED BY A 2 1/2 INCH ALUMINUM CAP STAMPED PLS 9103; THENCE NORTH 30°31'13" WEST ALONG THE CENTERLINE OF SAID CACTUS GARDEN DRIVE, 296.89 FEET; THENCE NORTH 59°28'47" EAST DEPARTING SAID CENTERLINE, 103.19 FEET TO THE POINT OF BEGINNING;

THENCE ALONG THE FOLLOWING EIGHTEEN (18) COURSES:

(1) NORTH 61°32'43" EAST, 25.50 FEET;
 (2) NORTH 27°56'48" WEST, 3.75 FEET;
 (3) NORTH 61°49'13" EAST, 49.55 FEET;
 (4) SOUTH 28°05'54" EAST, 75.04 FEET;
 (5) SOUTH 61°40'00" WEST, 19.94 FEET;
 (6) SOUTH 27°46'20" EAST, 24.92 FEET;
 (7) SOUTH 61°52'43" WEST, 25.04 FEET;
 (8) NORTH 28°51'41" WEST, 5.99 FEET;
 (9) SOUTH 57°44'05" WEST, 25.04 FEET;
 (10) NORTH 27°26'58" WEST, 10.95 FEET;
 (11) NORTH 16°41'35" EAST, 7.15 FEET;
 (12) NORTH 28°13'53" WEST, 25.04 FEET;
 (13) SOUTH 61°28'38" WEST, 9.97 FEET;
 (14) NORTH 27°56'50" WEST, 14.91 FEET;
 (15) NORTH 15°54'08" EAST, 7.28 FEET;
 (16) NORTH 28°06'18" WEST, 24.89 FEET;

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(17) SOUTH 60°40'35" WEST, 5.01 FEET;

(18) NORTH 28°58'42" WEST, 5.98 FEET TO THE POINT OF BEGINNING.

CONTAINING: 6,277 SQUARE FEET, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

BLDG - C

BEING A PORTION OF LOT A OF THAT CERTAIN COMMERCIAL SUBDIVISION KNOWN AS "GREEN VALLEY BUSINESS PARK", ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 25 OF PLATS, AT PAGE 57, LOCATED WITHIN THE SOUTH HALF (S 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32, TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CENTERLINE INTERSECTION OF SUNSET WAY AND CACTUS GARDEN DRIVE (FORMERLY KNOWN AS BUSTER BROWN DRIVE) BEING MARKED BY A 2 1/2 INCH ALUMINUM CAP STAMPED PLS 9103; THENCE NORTH 30°31'13" WEST ALONG THE CENTERLINE OF SAID CACTUS GARDEN DRIVE, 431.07 FEET; THENCE NORTH 59°28'47" EAST DEPARTING SAID CENTERLINE, 102.80 FEET TO THE POINT OF BEGINNING;

THENCE ALONG THE FOLLOWING THIRTY TWO (32) COURSES:

- (1) NORTH 62°13'25" EAST, 10.07 FEET;
- (2) SOUTH 72°40'40" EAST, 7.10 FEET;
- (3) NORTH 62°14'51" EAST, 19.98 FEET;
- (4) NORTH 15°37'50" EAST, 7.00 FEET;
- (5) NORTH 61°33'19" EAST, 10.05 FEET;
- (6) SOUTH 31°45'33" EAST, 25.03 FEET;
- (7) NORTH 62°13'33" EAST, 23.19 FEET;
- (8) NORTH 19°31'37" EAST, 8.48 FEET;
- (9) NORTH 61°56'13" EAST, 19.14 FEET;
- (10) SOUTH 27°49'23" EAST, 20.62 FEET;
- (11) NORTH 62°23'44" EAST, 14.94 FEET;
- (12) SOUTH 29°25'30" EAST, 4.87 FEET;
- (13) NORTH 62°31'50" EAST, 19.95 FEET;
- (14) NORTH 16°11'02" EAST, 7.09 FEET;
- (15) NORTH 62°20'00" EAST, 10.12 FEET;
- (16) SOUTH 27°44'03" EAST, 9.86 FEET;
- (17) SOUTH 17°04'26" WEST, 7.14 FEET;
- (18) SOUTH 28°11'20" EAST, 10.12 FEET;
- (19) NORTH 61°29'13" EAST, 5.03 FEET;
- (20) SOUTH 27°36'45" EAST, 15.07 FEET;
- (21) SOUTH 62°03'29" WEST, 130.64 FEET;
- (22) NORTH 29°03'07" WEST, 4.01 FEET;
- (23) SOUTH 62°05'58" WEST, 14.47 FEET;
- (24) NORTH 26°59'54" WEST, 10.47 FEET;
- (25) NORTH 14°58'22" EAST, 7.51 FEET;
- (26) NORTH 28°24'29" WEST, 18.43 FEET;
- (27) SOUTH 63°04'07" WEST, 10.07 FEET;
- (28) NORTH 27°54'44" WEST, 11.43 FEET;
- (29) NORTH 62°25'21" EAST, 5.09 FEET;

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(30) NORTH 28°12'12" WEST, 10.09 FEET;
 (31) NORTH 74°13'13" WEST, 7.03 FEET;
 (32) NORTH 27°40'55" WEST, 15.05 FEET TO THE POINT OF BEGINNING.

CONTAINING: 8,182 SQUARE FEET, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

BLDG - D

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THENCE ALONG THE FOLLOWING TWENTY SIX (26) COURSES:

(1) NORTH 00°03'39" EAST, 15.08 FEET;
 (2) NORTH 45°19'42" WEST, 7.16 FEET;
 (3) NORTH 00°43'07" EAST, 15.15 FEET;
 (4) NORTH 89°55'59" EAST, 29.90 FEET;
 (5) NORTH 00°17'15" EAST, 34.89 FEET;
 (6) NORTH 86°00'35" EAST, 1.80 FEET;
 (7) NORTH 00°17'43" EAST, 20.57 FEET;
 (8) SOUTH 89°53'52" EAST, 21.33 FEET;
 (9) SOUTH 00°07'01" WEST, 20.59 FEET;
 (10) SOUTH 89°50'35" EAST, 101.94 FEET;
 (11) SOUTH 00°08'13" EAST, 30.15 FEET;
 (12) SOUTH 89°35'45" WEST, 5.11 FEET;
 (13) SOUTH 00°07'46" EAST, 9.75 FEET;
 (14) SOUTH 44°34'54" EAST, 7.07 FEET;
 (15) SOUTH 00°28'21" WEST, 15.16 FEET;
 (16) NORTH 89°54'37" WEST, 10.23 FEET;
 (17) NORTH 43°36'37" WEST, 6.97 FEET;
 (18) NORTH 89°54'26" WEST, 55.00 FEET;
 (19) SOUTH 45°20'57" WEST, 7.19 FEET;
 (20) NORTH 89°21'22" WEST, 19.67 FEET;
 (21) SOUTH 01°31'39" WEST, 10.09 FEET;
 (22) SOUTH 89°32'06" WEST, 15.15 FEET;
 (23) NORTH 44°29'58" WEST, 7.12 FEET;
 (24) NORTH 89°10'10" WEST, 14.55 FEET;

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(25) SOUTH 03°17'17" WEST, 5.23 FEET;
 (26) SOUTH 89°57'15" WEST, 20.05 FEET TO THE POINT OF BEGINNING.

CONTAINING: 8,798 SQUARE FEET, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

BLDG - E

BEING A PORTION OF LOT A OF THAT CERTAIN COMMERCIAL SUBDIVISION KNOWN AS "GREEN VALLEY BUSINESS PARK", ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 25 OF PLATS, AT PAGE 57, LOCATED WITHIN THE SOUTH HALF (S 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32, TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CENTERLINE INTERSECTION OF SUNSET WAY AND CACTUS GARDEN DRIVE (FORMERLY KNOWN AS BUSTER BROWN DRIVE) BEING MARKED BY A 2 1/2 INCH ALUMINUM CAP STAMPED PLS 9103; THENCE NORTH 30°31'13" WEST ALONG THE CENTERLINE OF SAID CACTUS GARDEN DRIVE, 569.77 FEET; THENCE NORTH 59°28'47" EAST DEPARTING SAID CENTERLINE, 97.76 FEET TO THE POINT OF BEGINNING;

THENCE ALONG THE FOLLOWING THIRTY (30) COURSES:

- (1) NORTH 00°09'57" EAST, 15.20 FEET;
- (2) NORTH 89°33'59" EAST, 5.02 FEET;
- (3) NORTH 00°02'24" EAST, 20.04 FEET;
- (4) NORTH 46°00'30" WEST, 6.75 FEET;
- (5) NORTH 01°51'03" WEST, 5.08 FEET;
- (6) SOUTH 89°58'27" WEST, 19.89 FEET;
- (7) NORTH 00°06'24" WEST, 10.20 FEET;
- (8) NORTH 45°48'51" EAST, 7.07 FEET;
- (9) NORTH 00°03'53" EAST, 45.07 FEET;
- (10) NORTH 44°41'25" WEST, 7.06 FEET;
- (11) NORTH 00°19'17" WEST, 9.81 FEET;
- (12) NORTH 89°45'47" WEST, 24.91 FEET;
- (13) NORTH 00°12'04" EAST, 15.11 FEET;
- (14) NORTH 45°33'46" EAST, 7.13 FEET;
- (15) NORTH 00°10'03" EAST, 34.92 FEET;
- (16) NORTH 44°56'16" WEST, 7.15 FEET;
- (17) NORTH 00°15'54" EAST, 20.10 FEET;
- (18) NORTH 89°55'53" EAST, 10.01 FEET;
- (19) SOUTH 45°33'35" EAST, 7.17 FEET;
- (20) SOUTH 89°59'02" EAST, 25.11 FEET;
- (21) SOUTH 00°03'25" WEST, 5.03 FEET;
- (22) SOUTH 89°44'53" EAST, 19.78 FEET;
- (23) NORTH 45°25'43" EAST, 7.18 FEET;
- (24) SOUTH 89°42'43" EAST, 14.92 FEET;
- (25) SOUTH 00°09'49" WEST, 195.22 FEET;
- (26) SOUTH 89°46'00" WEST, 10.07 FEET;
- (27) NORTH 00°09'39" EAST, 4.99 FEET;
- (28) NORTH 89°25'34" WEST, 9.89 FEET;

LEGAL DESCRIPTION CONTINUED LOT 1
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(29) SOUTH 44°57'38" WEST, 7.17 FEET;
 (30) NORTH 89°37'53" WEST, 10.10 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 11,065 SQUARE FEET, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

BLDG - F

BEING A PORTION OF LOT A OF THAT CERTAIN COMMERCIAL SUBDIVISION KNOWN AS "GREEN VALLEY BUSINESS PARK", ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 25 OF PLATS, AT PAGE 57, LOCATED WITHIN THE SOUTH HALF (S 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32, TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CENTERLINE INTERSECTION OF SUNSET WAY AND CACTUS GARDEN DRIVE (FORMERLY KNOWN AS BUSTER BROWN DRIVE) BEING MARKED BY A 2 1/2 INCH ALUMINUM CAP STAMPED PLS 9103; THENCE NORTH 30°31'13" WEST ALONG THE CENTERLINE OF SAID CACTUS GARDEN DRIVE, 566.89 FEET; THENCE NORTH 59°28'47" EAST DEPARTING SAID CENTERLINE, 357.96 FEET TO THE **POINT OF BEGINNING**;

THENCE ALONG THE FOLLOWING TWENTY FOUR (24) COURSES:

- (1) NORTH 89°47'35" WEST, 135.04 FEET;
- (2) NORTH 00°04'14" EAST, 64.95 FEET;
- (3) NORTH 89°58'58" EAST, 10.04 FEET;
- (4) SOUTH 44°13'19" EAST, 7.08 FEET;
- (5) SOUTH 89°44'37" EAST, 14.75 FEET;
- (6) NORTH 01°03'23" EAST, 10.04 FEET;
- (7) NORTH 89°43'34" EAST, 10.04 FEET;
- (8) SOUTH 45°37'28" EAST, 7.20 FEET;
- (9) SOUTH 89°44'03" EAST, 19.83 FEET;
- (10) NORTH 45°13'45" EAST, 7.07 FEET;
- (11) SOUTH 89°53'30" EAST, 10.06 FEET;
- (12) SOUTH 01°47'37" EAST, 4.98 FEET;
- (13) SOUTH 89°42'13" EAST, 9.86 FEET;
- (14) SOUTH 45°33'03" EAST, 6.99 FEET;
- (15) SOUTH 89°34'35" EAST, 24.75 FEET;
- (16) NORTH 00°59'23" EAST, 10.01 FEET;
- (17) NORTH 89°52'13" EAST, 10.16 FEET;
- (18) SOUTH 00°40'46" EAST, 4.98 FEET;
- (19) SOUTH 89°42'17" EAST, 14.75 FEET;
- (20) NORTH 45°33'50" EAST, 7.18 FEET;
- (21) SOUTH 89°24'34" EAST, 10.19 FEET;
- (22) SOUTH 00°14'49" WEST, 35.04 FEET;
- (23) SOUTH 89°52'01" WEST, 24.96 FEET;
- (24) SOUTH 00°15'10" WEST, 34.92 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 9,558 SQUARE FEET, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

LEGAL DESCRIPTION CONTINUED LOT 1
 W.O. 7389
 AUGUST 02, 2011
 PAGE 8 OF 10

BLDG - G

BEING A PORTION OF LOT A OF THAT CERTAIN COMMERCIAL SUBDIVISION KNOWN AS "GREEN VALLEY BUSINESS PARK", ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 25 OF PLATS, AT PAGE 57, LOCATED WITHIN THE SOUTH HALF (S 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32, TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CENTERLINE INTERSECTION OF SUNSET WAY AND CACTUS GARDEN DRIVE (FORMERLY KNOWN AS BUSTER BROWN DRIVE) BEING MARKED BY A 2 1/2 INCH ALUMINUM CAP STAMPED PLS 9103; THENCE NORTH 30°31'13" WEST ALONG THE CENTERLINE OF SAID CACTUS GARDEN DRIVE, 440.69 FEET; THENCE NORTH 59°28'47" EAST DEPARTING SAID CENTERLINE, 335.34 FEET TO THE **POINT OF BEGINNING**;

THENCE ALONG THE FOLLOWING TWENTY FOUR (24) COURSES:

- (1) NORTH 00°10'34" EAST, 185.18 FEET;
- (2) NORTH 89°52'22" EAST, 34.68 FEET;
- (3) NORTH 01°17'24" EAST, 4.89 FEET;
- (4) SOUTH 89°48'24" EAST, 35.24 FEET;
- (5) SOUTH 00°07'59" WEST, 15.08 FEET;
- (6) SOUTH 45°15'12" WEST, 7.20 FEET;
- (7) SOUTH 00°05'26" EAST, 39.86 FEET;
- (8) SOUTH 44°36'18" EAST, 6.98 FEET;
- (9) SOUTH 00°02'16" WEST, 15.22 FEET;
- (10) SOUTH 89°58'16" WEST, 9.91 FEET;
- (11) SOUTH 00°06'14" WEST, 9.93 FEET;
- (12) SOUTH 45°13'56" WEST, 7.16 FEET;
- (13) SOUTH 00°09'40" WEST, 24.89 FEET;
- (14) SOUTH 44°28'01" EAST, 7.22 FEET;
- (15) SOUTH 00°08'44" WEST, 14.95 FEET;
- (16) NORTH 89°44'25" WEST, 9.93 FEET;
- (17) SOUTH 00°19'48" WEST, 9.90 FEET;
- (18) SOUTH 45°01'22" WEST, 7.13 FEET;
- (19) SOUTH 00°21'37" WEST, 24.98 FEET;
- (20) SOUTH 45°31'24" EAST, 7.04 FEET;
- (21) SOUTH 00°32'04" WEST, 10.08 FEET;
- (22) SOUTH 89°54'08" WEST, 25.18 FEET;
- (23) NORTH 00°07'49" WEST, 4.84 FEET;
- (24) NORTH 89°29'20" WEST, 24.89 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 11,164 SQUARE FEET, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

LEGAL DESCRIPTION CONTINUED LOT 1
 W.O. 7389
 AUGUST 02, 2011
 PAGE 9 OF 10

BLDG - H

BEING A PORTION OF LOT A OF THAT CERTAIN COMMERCIAL SUBDIVISION KNOWN AS "GREEN VALLEY BUSINESS PARK", ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 25 OF PLATS, AT PAGE 57, LOCATED WITHIN THE SOUTH HALF (S 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32, TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CENTERLINE INTERSECTION OF SUNSET WAY AND CACTUS GARDEN DRIVE (FORMERLY KNOWN AS BUSTER BROWN DRIVE) BEING MARKED BY A 2 1/2 INCH ALUMINUM CAP STAMPED PLS 9103; THENCE NORTH 30°31'13" WEST ALONG THE CENTERLINE OF SAID CACTUS GARDEN DRIVE, 334.31 FEET; THENCE NORTH 59°28'47" EAST DEPARTING SAID CENTERLINE, 254.22 FEET TO THE **POINT OF BEGINNING**;

THENCE ALONG THE FOLLOWING SIXTEEN (16) COURSES:

- (1) NORTH 61°52'35" EAST, 30.12 FEET;
- (2) SOUTH 72°37'38" EAST, 7.15 FEET;
- (3) NORTH 61°56'00" EAST, 30.04 FEET;
- (4) NORTH 16°32'46" EAST, 7.10 FEET;
- (5) NORTH 61°51'17" EAST, 15.31 FEET;
- (6) SOUTH 27°15'52" EAST, 35.10 FEET;
- (7) SOUTH 73°35'11" EAST, 7.13 FEET;
- (8) SOUTH 27°53'33" EAST, 15.08 FEET;
- (9) SOUTH 62°12'04" WEST, 30.01 FEET;
- (10) SOUTH 27°49'57" EAST, 25.11 FEET;
- (11) SOUTH 74°09'51" EAST, 7.12 FEET;
- (12) SOUTH 28°06'41" EAST, 19.80 FEET;
- (13) SOUTH 61°50'24" WEST, 24.95 FEET;
- (14) SOUTH 26°51'20" EAST, 5.56 FEET;
- (15) SOUTH 61°59'03" WEST, 40.01 FEET;
- (16) NORTH 28°03'12" WEST, 110.43 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 7,925 SQUARE FEET, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

THE ENTIRE AREA CONTAINED WITHIN LOT 1 IS 226,365 SQUARE FEET.
 THE AREA WITHIN THE EIGHT (8) EXCEPTION PARCELS IS 74,448 SQUARE FEET.

THEREFORE, THE NET RESULTANT AREA WITHIN LOT 1 IS 151,917 SQUARE FEET

ALL PARCELS DESCRIBED ABOVE ARE SHOWN ON THAT CERTAIN RECORD OF SURVEY ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA IN FILE ____ OF SURVEYS, AT PAGE ____.

LEGAL DESCRIPTION CONTINUED LOT 1

W.O. 7389

AUGUST 02, 2011

PAGE 10 OF 10

BASIS OF BEARINGS:

NORTH 89°45'21" EAST, BEING THE BEARING ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32, TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY, NEVADA, AS SHOWN ON THAT CERTAIN PLAT KNOWN AS "GREEN VALLEY BUSINESS PARK", ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 25 OF PLATS, AT PAGE 57.

END OF DESCRIPTION.

REF: G:/7389/LEGAL/LOT1.DOC

EXHIBIT "D"

[Allocation of Certain Covered Parking Spaces]

NONE

EXHIBIT 125

DEED IN LIEU AGREEMENT

This DEED IN LIEU AGREEMENT (this "Agreement"), is executed as of September 22, 2011 by and among Green Valley Commerce, LLC, a Nevada limited liability company, having an office at 9155 Las Vegas Blvd. South, Las Vegas, NV 89123 its successors and assigns (the "Lender"), Green Valley Commerce Center, LLC, a Nevada limited liability company, having an office at 901 N. Green Valley Parkway, Suite 200, Henderson, Nevada 89074 (the "Borrower"), American Nevada Holdings, LLC, a Nevada limited liability company ("ANH"), and Silver Springs, Inc., a Nevada corporation having an office at 901 N. Green Valley Parkway, Suite 200, Henderson, Nevada 89074 ("Silver Springs").

I. RECITALS

- A. The Borrower holds title to the real property located in Clark County, Nevada, as described on Exhibit A (the "Real Property") and to certain personal property located at the Real Property (the "Personal Property" and together with the Real Property, the "Property").
- B. Under the terms of a loan made by the Lender's predecessor to the Borrower on or about July 17, 2007 (the "Loan"), the Property is subject to certain liens, assignments and security interests (collectively, the "Liens"), which are evidenced by certain documents, including the documents listed below (collectively, the "Loan Documents"):
 - (i) A Deed of Trust Note dated July 17, 2007 (the "Note"), in the original principal amount of \$8,050,000.00.
 - (ii) A Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated July 17, 2007 (the "Deed of Trust"), recorded in the Official Records of the Recorder of Clark County, Nevada (the "Official Records") in Book 20070717 as Instrument No. 04925.
 - (iii) Assignment of Leases and Rents dated July 17, 2007 ("Assignment of Rents"), which was recorded in the Official Records of Clark, Nevada in Book 20070717 as Instrument No. 04926.
 - (iv) Environmental Indemnity Agreement dated July 17, 2007 ("Environmental Indemnity").
 - (v) Guaranty dated July 17, 2007 by Silver Springs, Inc. ("Carveout Guaranty").
 - (vi) Leasing Guaranty dated July 17, 2007 by American Nevada Holdings, LLC ("Leasing Guaranty").
- C. The Borrower desires to convey the Property to the Lender in consideration of a release of the Borrower Parties (as defined below) from liability and covenant not to sue in respect of the Loan and the Lender desires to accept the conveyance and to grant the release and covenant.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Lender, the Borrower, ANH, and Silver Springs agree as follows:

2. CONVEYANCE TO LENDER

2.1 ABSOLUTE CONVEYANCE

The Borrower acknowledges and agrees that the conveyance of the Property to the Lender is an absolute conveyance of all of the right, title and interest in and to the Property and is not intended as a deed of trust, mortgage, trust conveyance, or other security agreement of any kind. The Borrower expressly disclaims any interest (including specifically, but without implied limitation, any right of redemption) or claim in and to the Property or to the rents, issues or profits and other proceeds of any nature that may be derived from the Property.

2.2 EFFECT OF CONVEYANCE ON INTERESTS

The Borrower and the Lender acknowledge and agree as follows:

- (a) The Liens are not released or relinquished in any manner or respect whatsoever, but rather shall remain valid and continuous and in full force and effect, unless and until released by written instrument executed and filed for record in the public records of Clark County, Nevada.
- (b) There shall be no merger of the Liens with the title of the Lender to the Property by virtue of the conveyance evidenced by the Transfer Documents (as defined below), and the Liens on one hand and title to the Property on the other, shall remain nonmerged, separate and distinct.
- (c) Title to the Property conveyed pursuant to the Deed (as defined below) shall not merge with the Liens and for purposes of priority as between (i) intervening or inferior liens and encumbrances, if any, on or against the Property, and (ii) the Liens, all rights of the Lender to exercise its remedies of foreclosure by private power of sale or by judicial foreclosure are expressly preserved and for purposes of limitation and any other applicable time bar defense, the Liens are expressly extended as evidenced by this Agreement.
- (d) The priority of the Liens is intended to be and shall remain in full force and effect and nothing herein or in any instruments executed in connection herewith shall be construed to subordinate the priority of the Liens to any other liens or encumbrances.
- (e) If the conveyance of the Property from the Borrower to the Lender is voided, avoided or set aside for any reason whatsoever; (i) the Liens shall be automatically revived and reinstated, even if the same shall have been previously released, in whole or in part, by the Lender; (ii) the Lender shall have the right to foreclose the Liens and take such other action permitted by the Loan Documents and by the laws of the State of Nevada; (iii) all the releases provided in Section 2.5 of this Agreement shall be void as of the date any such conveyance of the Property is voided, avoided or set aside; (iv) all other rights and benefits of the Borrower under this Agreement shall be void as of the date any such conveyance of the Property is voided, avoided or set aside; and (v) all costs of the Lender incurred in connection with this Agreement and any other cost of enforcement of the rights and remedies of the Lender shall be deemed a part of the Debt and payable upon demand by the Borrower.

2.3 FORECLOSURE

The Borrower acknowledges that, subsequent to the date of this Agreement, the Lender may at any time exercise its rights of power of sale in the Deed of Trust or may commence a judicial

action to foreclose on the lien of the Deed of Trust, if it so elects in its sole discretion (a "Foreclosure").

2.4 NO CONTEST

The Borrower covenants and agrees that (a) the Borrower shall not oppose, hinder, impede, obstruct, delay or in any manner or by any means interfere with the exercise by the Lender or its agents of the Lender's judicial or non-judicial foreclosure rights at law, in equity or under and pursuant to the Loan Documents and (b) the Borrower shall not challenge at any time (i) the validity of any non-judicial foreclosure sale conducted by the Lender or its agents with respect to the Property, or any part thereof, (ii) the validity of any judicial foreclosure action brought by the Lender or its agents, (iii) the enforceability of any transfer of title to the Property, or any part thereof, resulting from any such foreclosure sale or (iv) the validity of any judgment obtained in any judicial foreclosure.

2.5 RELEASES

In consideration of the agreements of the Lender set forth herein, such agreements being acknowledged to be of valuable consideration, the Borrower, ANH, and Silver Springs, on behalf of themselves and each of their respective predecessors, successors, assigns, parents, subsidiaries and affiliated organizations and the shareholders, members, managers, officers, directors, employees, agents and attorneys of each of the foregoing (collectively, the "Borrower Parties"), (i) acknowledge that there are no claims or offsets against, or defenses or counterclaims to, the terms or provisions of and the other obligations created by the Note, the Deed of Trust or any of the other Loan Documents, and (ii) release, remise, acquit and forever discharge the Lender and each of the Lender's predecessors, successors, assigns, parents, subsidiaries and affiliated organizations, and the shareholders, officers, directors, employees, agents, and attorneys of each of the foregoing (collectively, the "Lender Parties") from any and all debts, duties, liabilities, obligations, claims, rights, demands, actions or causes of actions, howsoever arising, and of any nature whatsoever, known or unknown, asserted or unasserted, liquidated or un-liquidated, at law or in equity, arising out of or in any way related to the Loan, the Loan Documents or the Property, including but not limited to, those relating to (1) allegations that a partnership existed between any of the Lender Parties and any of the Borrower Parties; (2) usury or penalties or damages therefore; (3) allegations of unconscionable acts, deceptive trade practices, lack of good faith or fair dealing, lack of commercial reasonableness, or special relationships, such as a fiduciary, trust or confidential relationship; (4) allegations of dominion, control, alter ego, instrumentality, fraud, real estate fraud, misrepresentation, duress, coercion, undue influence, interference or negligence; (5) allegations of tortious interference with present or prospective business relationships or of antitrust; or (6) slander, libel or damage to reputation; all of which claims, causes of action and defenses are hereby unconditionally and irrevocably waived; except that all the obligations and covenants set forth in this Agreement are not released hereby.

2.6 CAUSES OF ACTION

Each of the Borrower, ANH, and Silver Springs agree from and after the date of this Agreement not to allege, assert, seek, pursue, or claim any cause, action, cause of action, matter or thing whatsoever occurring on or prior to the date of this Agreement which relates to the matters released under Section 2.5 above; provided, however, the provisions of this Section 2.6 shall not apply to (i) any cause, action, causes of action, matter or thing whatsoever relating to any other indebtedness or property, or to matters not released under Section 2.5 above relating to the Debt and the Property, (ii) any cause, action, cause of action, matter, or thing whatsoever which arises directly out of this Agreement, or (iii) any fraud made in or in connection with any documents executed pursuant to this Agreement or misrepresentation made in this Agreement. In the event

the transactions contemplated by this Agreement and the conveyance of the Borrower's interest in the Property to the Lender is voided, avoided, or set aside for any reason whatsoever, the provisions of Section 2.5 above and this Section 2.6 will be null, void, and of no force and effect.

2.7 BORROWER PARTY RELEASE

In consideration of the releases and agreements of the Borrower, ANH, and Silver Springs set forth in this Agreement and in the Transfer Documents, such releases and agreements being acknowledged to be of valuable consideration, Lender, on behalf of itself and each of the Lender parties, has executed and delivered to the Borrower concurrently with this Agreement that certain Release of Borrower and Guarantors by Lender and Covenant Not to Sue dated as of the date hereof (the "Borrower Party Release").

2.8 INDEMNIFICATION OF LENDER

The Borrower Parties agree as follows:

- (a) The Lender's acceptance of title to the Property under the Transfer Documents will not create any liability on the Lender's part to third parties that have claims of any kind against the Borrower or the other Borrower Parties in connection with the Property. The Lender will not, under this Agreement, assume or agree to discharge any liabilities pertaining to the Property that occurred prior to the date of this Agreement. This Agreement does not confer any third party benefits on persons not a signatory to this Agreement.
- (b) The Borrower, ANH, and Silver Springs shall indemnify, defend and hold the Lender harmless, from and against any losses, damages, costs or expenses (including attorneys' fees and court costs) incurred by the Lender as a direct or indirect result of (i) breach of any representation or warranty of the Borrower, ANH, or Silver Springs contained in this Agreement, or (ii) any breach or default by the Borrower, ANH, or Silver Springs under any of the covenants and agreements contained in this Agreement to be performed by Borrower, ANH, or Silver Springs, all of which shall survive this Agreement for a period of one (1) year.

2.9 TRANSFER AND TRANSFER TAX MATTERS

The Borrower shall comply in all respects with the applicable federal, state, county and city requirements for the transfer of real property. Lender shall pay any state, county or city documentary transfer taxes imposed in connection with the recording of the Deed. Lender may obtain, concurrently with the execution of this Agreement and the transfer of title pursuant to the Deed, a commitment for an owner's policy of title insurance from First American Title Company satisfactory to Lender. Lender shall pay all costs of any owner's policy of title insurance issued to Lender and any and all other costs of the title or escrow company in connection with the transactions described in or related to this Agreement.

2.10. COLLECTED RENTS

Upon the execution of this Agreement, Borrower shall transfer to Lender the amount of Two Hundred Ninety Five Thousand Two Hundred Fifty Eight and 93/100ths Dollars (\$295,258.93), which amount represents the net rents from the Property that have not previously been paid to Lender or Lender's predecessors in interest for the period beginning October 1, 2010 and ending September 21, 2011. Concurrently herewith, Lender and American Nevada Realty, LLC, an affiliate of Borrower, are entering into an Exclusive Property Management and Leasing Agreement (the "Management Agreement"), pursuant to which American Nevada Realty, LLC will manage the Property. Borrower will cause American Nevada Realty, LLC to transfer the net rents from the

Property from and after September 21, 2011 to Lender in accordance with and pursuant to the provisions of the Management Agreement.

2.11 SECURITY DEPOSITS

Upon execution hereof, Borrower shall transfer to Lender an amount equal to \$74,549.01, which represents the security deposits held by Borrower in connection with the Leases described on the Rent Roll attached hereto as **Exhibit E**.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS OF BORROWER

The Borrower represents, warrants, and covenants to the Lender as of the date of this Agreement, that:

3.1 ORGANIZATION, POWER AND AUTHORITY

The Borrower, ANH, and Silver Springs are each duly organized, validly existing and in good standing under the laws of the State of Nevada. Borrower, ANH, and Silver Springs each have the power and authority to execute and deliver this Agreement and the Transfer Documents and to consummate the transactions and perform the obligations contemplated hereby and thereby.

3.2 LEGAL AND AUTHORIZED TRANSACTIONS; AUTHORITY; NO BREACH

The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action by the Borrower, ANH, and Silver Springs, and this Agreement constitutes the legal, valid and binding obligation of the Borrower, ANH, and Silver Springs, enforceable against the Borrower, ANH, and Silver Springs in accordance with its terms, except as such terms may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws or by legal or equitable principles relating to or limiting creditors' rights generally. All persons who have executed this Agreement on behalf of the Borrower, ANH, and Silver Springs have been duly authorized to do so by all necessary action on behalf of the Borrower, ANH, and Silver Springs. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby will (a) violate any provision of the organizational documents or governing instruments of the Borrower, ANH, or Silver Springs or any agreement binding upon the Borrower, ANH, and Silver Springs, including any supervisory or similar agreements with any governmental body having jurisdiction over the Borrower, ANH, or Silver Springs; (b) violate any judgment, order, ruling, injunction, decree or award of any court, administrative agency or governmental body against, or binding upon, the Borrower, ANH, or Silver Springs or upon its securities, properties or businesses, or (c) constitute a violation by the Borrower, ANH, or Silver Springs of any law or regulation of any jurisdiction as such law or regulation relates to or affects the Borrower, ANH, and Silver Springs or their properties or business.

3.3 MECHANICS' LIENS

No action has been taken, suffered or permitted by or on behalf of the Borrower, the effect of which would be to establish or cause the inception or priority of any mechanics' or materialmen's lien, statutory, constitutional or otherwise or other lien, charge or encumbrance upon the Property or any part thereof or interest therein, other than the Liens evidenced by the Loan Documents in favor of the Lender, the Permitted Exceptions (as such term is defined in the Loan Documents), matters to which the Lender has expressly subordinated its lien during the term of the Loan, and such other encumbrances as may be shown on any title policy or endorsement to title insurance policy issued to the Lender in connection with the transactions contemplated in this Agreement.

3.4 LITIGATION

Except as disclosed on **Exhibit B** attached hereto, to the Borrower's Knowledge (as defined below) there are no pending or threatened actions, suits, proceedings, or investigations before or by any court, administrative agency or other authority which (a) affect or pertain to the Property, (b) challenge the validity of this Agreement, the Transfer Documents or any instrument or agreement executed in connection herewith or therewith, (c) seek to restrain or prohibit, or to obtain damages or a discovery order in respect of this Agreement or the consummation of the transactions contemplated hereby, or (d) are likely in any case or in the aggregate to adversely affect the consummation of the transactions contemplated hereby, the financial condition, business or operations of the Borrower or any of its subsidiaries.

3.5 FULL DISCLOSURE

To the Borrower's Knowledge, no representation or warranty by the Borrower contained in this Agreement, the Transfer Documents or any other instrument in connection herewith, delivered on behalf of the Borrower contains any untrue statement of a material fact or omits any material fact or statement necessary to prevent the facts or statements contained herein or from being false or misleading.

3.6 TRUE AND CORRECT

To the Borrower's Knowledge, all information and documents to be furnished to the Lender pursuant to this Agreement are true, accurate and complete.

3.7 TITLE

The Borrower holds good and marketable title in fee simple absolute, in and to the Property, subject to the Liens evidenced by the Loan Documents in favor of the Lender, the Permitted Exceptions, matters to which the Lender has expressly subordinated its lien during the term of the Loan, and such other encumbrances as may be shown on any title policy or endorsement to title insurance policy issued to the Lender in connection with the transactions contemplated in this Agreement. To the Borrower's Knowledge, there are no existing liens, encumbrances, encroachments, overlaps, special assessments, claims other adverse interests or title defects upon or affecting the Property, other than the Liens evidenced by the Loan Documents in favor of the Lender, the Permitted Exceptions, matters to which the Lender has expressly subordinated its lien during the term of the Loan, and such other encumbrances as may be shown on any title policy or endorsement to title insurance policy issued to the Lender in connection with the transactions contemplated in this Agreement.

3.8 GOOD FAITH

This Agreement and each of the Transfer Documents, and all information furnished to the Lender in connection therewith, are made and furnished in good faith, for value and valuable consideration, and have not been made under or induced by any fraud, duress or undue influence exercised by the Lender or any other person.

3.9 CURRENTLY SUBSISTING LIENS

To the Borrower's Knowledge, the Liens are currently valid and subsisting, and in full force and effect.

3.10 TAXES; EXPENSES; INSURANCE

Except as disclosed on **Exhibit B**, to the Borrower's Knowledge no federal, state or municipal taxes are due with respect to the Property and no liens for such taxes are in effect against the

Property. Except as disclosed on **Exhibit B**, to the Borrower's Knowledge, Borrower has not received notice of any unpaid ad valorem taxes on the Property or governmental assessments for sewer, sidewalk, water, paving, electrical, power or other improvements, matured or unmatured, or official notice of any additional governmental assessments affecting the Property.

To Borrower's Knowledge, all expenses relating to the Property and the operation or maintenance thereof that have accrued through the date of this Agreement have been paid, except as may be disclosed in the Schedule of Outstanding Bills attached as **Exhibit C**. Without limiting the generality of the foregoing, no broker's commissions or finder's fees are owing, or may be owed, to any person on account of any Lease (or extension, renewal or expansion thereof). Lender acknowledges that from and after the date of this Agreement, Borrower will no longer carry insurance of any kind with respect to the Property, it being understood and agreed that maintaining insurance with respect to the Property shall be Lender's responsibility from and after such date.

3.11 IMPROVEMENTS

To the Borrower's Knowledge, Borrower has received no written notice claiming any violations of any law, regulation, insurance requirement, lease, pertinent license, ordinance, restriction, building setback line, covenant, reservation or easement or requesting or requiring the performance of any repairs, alterations or other work in order to so comply.

3.12 CHANGES IN INFORMATION

The Borrower shall immediately notify the Lender of any material change, based on the Borrower's Knowledge, with respect to the Property or any information heretofore or hereafter furnished to the Lender with respect to the Property.

3.13 LEASES

There are no leases, franchises, licenses, occupancy agreements, or other agreements demising space in, providing for the use or occupancy of, or otherwise similarly affecting or relating to, the Improvements or Land (the "Leases"), other than those shown on the rent roll attached hereto as **Exhibit E**, and to the Borrower's Knowledge the information on **Exhibit E** is true and correct.

3.14 LABOR MATTERS

There are no labor disputes, organizational campaigns, or union contracts existing or under negotiation as of the date hereof with respect to the Property or the operation thereof and there are no employees engaged in the operation or maintenance of the Property for whom the Lender will be responsible after the date of this Agreement.

3.15 PROPERTY AGREEMENTS

To the Borrower's Knowledge, **Exhibit D** is a true, complete, and accurate listing of all agreements affecting the Property to which the Borrower is a party (the "Property Agreements"), and that will be transferred to Lender concurrently herewith. All other Property Agreements of which the Borrower is aware will be cancelled by the Borrower upon the transfer of the Property pursuant to this Agreement.

3.16 HAZARDOUS MATERIALS

To the Borrower's Knowledge, the Real Property has not been the site of any activity that would violate any environmental law or regulation of any governmental body or agency having jurisdiction over the Real Property, or that would require reporting to any such body or agency.

3.17 ARM'S LENGTH TRANSACTION

The Borrower requested conveyance of title to the Property in lieu of the exercise of the Lender's remedies under the Loan Documents and throughout the negotiation, preparation and execution of this Agreement has been represented by competent legal counsel of its own choosing. This Agreement was entered into out of the free will of the Borrower and pursuant to arm's-length negotiations and the Borrower believes that this Agreement is fair. The Lender has not taken advantage of the Borrower by threats, intimidation, overreaching, unconscionable conduct, or otherwise, and the Borrower is proceeding in this transaction voluntarily in what it perceives to be its own best interest.

3.18 NO EQUITY

Borrower has no equity in the Property and the sum of (i) the current fair market value of the Real Property, (ii) the current fair market value of the Personal Property, and (iii) the value of any rights assigned to the Lender pursuant to the Assignment (as defined below) do not exceed the sum of the amount of the obligations from which the Borrower Parties are released pursuant to this Agreement and the Borrower Party Release.

4. GENERAL PROVISIONS

4.1 DEFINITIONS

Capitalized terms used but not defined in this Agreement shall have the meanings assigned to them in the Loan Documents.

As used in this Agreement, the phrase the "Borrower's Knowledge" shall mean the actual (and not any implied) knowledge as of the date of this Agreement of Phillip Ralston, following reasonable inquiry of (i) those employees of the Borrower or any member of the Borrower with reporting responsibility relating to the Property, (ii) any third party property management company engaged by the Borrower to provide property management services with respect to the Property, and (iii) any third party listing agents of the Property; provided, however, that the foregoing shall not impose any personal liability of any nature whatsoever on Mr. Ralston or any such individual.

4.2 SURVIVAL

All representations, warranties, covenants and agreements of the parties made in this Agreement shall survive the execution and delivery hereof for a period of one (1) year.

4.3 SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, to any party listed as "Grantee" in the Deed, and any Grantee Affiliate. Without limiting the foregoing, the Borrower hereby further agrees that all representations, warranties, covenants and indemnifications shall inure to the benefit of the Lender, Grantee, and such Grantee Affiliate. "Grantee Affiliate" means any entity controlled by, or under common control with, the party listed as "Grantee" in the Deed.

4.4 MODIFICATIONS AND WAIVERS

No delay on the part of either party in exercising any right, power or privilege hereunder, shall operate as a waiver thereof, nor shall any waiver of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, power or privilege hereunder. All rights and remedies herein

provided are cumulative and are not exclusive of any rights or remedies which the parties hereto may otherwise have at law or in equity. No waiver, modification, discharge or amendment of this Agreement will be valid in the absence of the written and signed consent of the party against which enforcement of such is sought.

4.5 ENTIRE AGREEMENT

This Agreement and the Borrower Party Release contain the entire agreement between the parties relating to the transactions contemplated hereby. All prior or contemporaneous agreements, understandings, representations and statements, whether written or oral, are merged into this Agreement and the Borrower Party Release.

4.6 NOTICES

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested, or by delivering the same in person or by overnight courier, with receipted delivery services to such party. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the parties shall be as follows:

If to the Lender:

Green Valley Commerce, LLC
9155 Las Vegas Blvd. South, Suite 200
Las Vegas, Nevada 89123
Attn: Shawn Bidsal, Managing Member

If to the Borrower:

Green Valley Commerce Center, LLC
901 N. Green Valley Parkway, Suite 200
Henderson, Nevada 89074
Attn: Legal Department

4.7 CAPTIONS

All section titles or captions contained in this Agreement, in any Schedule annexed hereto or in any schedule referred to herein or for convenience only, shall not be deemed a part of this Agreement and shall not affect the meaning or interpretation of this Agreement.

4.8 IDENTICAL COUNTERPARTS

This Agreement may be executed in several counterparts by one or more of the parties, which counterparts together when executed by all of the parties shall for all purposes be deemed an original and all of which together shall constitute the same instrument.

4.9 SCHEDULES

All Schedules annexed hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

4.10 GOVERNING LAW

This Agreement shall be construed in accordance with the applicable laws of the State of Nevada and applicable federal law.

4.11 REMEDIES CUMULATIVE

The remedies of the parties under this Agreement are cumulative and will not, to the extent permitted by law, exclude any other remedies to which any party may be lawfully entitled.

4.12 LIMITED ASSUMPTION OF BORROWER LIABILITIES

Neither the Lender nor any of the Lender Parties is or is to be construed or deemed to be a successor of the Borrower, it being understood and agreed that the Lender, or its designee, is acquiring the Property subject and subordinate only to the terms of this Agreement, the Liens evidenced by the Loan Documents in favor of the Lender, the Permitted Exceptions, matters to which the Lender has expressly subordinated its lien during the term of the Loan, and such other encumbrances as may be shown on any title policy or endorsement to title insurance policy issued to the Lender in connection with the transactions contemplated in this Agreement, and it is further understood and agreed that neither the Lender, nor any of the Lender Parties, has or does hereby assume or agree to assume any liability whatsoever of the Borrower, and neither the Lender nor any of the Lender Parties assumes or agrees to assume any obligation of the Borrower under any contract, lease, agreement, indenture or any other document to which the Borrower is a party, by which the Borrower is or may be bound or which in any manner affects the Property, or any part thereof, except the leases listed in the Rent Roll attached hereto as **Exhibit E**, the Property Agreements, and as otherwise expressly agreed to by the Lender in this Agreement and the Deed.

4.13 NO THIRD PARTY BENEFICIARY

The Borrower acknowledges and agrees that the acceptance by the Lender or its designee of title to the Property under the terms of this Agreement and the assignment to the Lender of various contracts and agreements pertaining to the Property shall not create any obligations on the part of the Lender to third parties that have claims of any kind whatsoever against the Borrower relating to the Property or otherwise, and the Lender does not assume or agree to discharge any liabilities of the Borrower pertaining to the Property, which occurred before the date of this Agreement.

4.14 ADVICE OF COUNSEL

As a part of the consideration for this Agreement and prior to the execution and delivery hereof, each party hereto has fully informed itself of the terms, conditions and effects of this Agreement, the Transfer Documents, and the Borrower Party Release, and, to the extent the parties hereto desire to do so, each party has had this Agreement, the Transfer Documents, the Borrower Party Release and any other documents to be executed and delivered pursuant to this Agreement reviewed by an attorney or attorneys of its choice and fully understands the effect hereof, including specifically, but without implied limitation, all federal income tax consequences of the consummation of the transactions contemplated hereby. No promise or representation of any kind has been made by the Lender, or anyone acting on the Lender's behalf, to the Borrower, ANH, or Silver Springs, or anyone acting on the Borrower's, ANH's, or Silver Springs' behalf, except as expressly stated in this Agreement and the Borrower Party Release, and the Borrower, ANH, and Silver Springs agree and represent that each is executing this Agreement of its own free will in reliance on its own judgment and the advice of its own legal counsel.

4.15 NO ORAL AGREEMENTS

THIS AGREEMENT AND THE EXHIBITS HERETO AND THE BORROWER PARTY RELEASE REPRESENT THE FINAL, ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS, AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND MAY NOT BE CONTRADICTED

BY EVIDENCE OR PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. THE PROVISIONS OF THIS AGREEMENT MAY BE AMENDED OR WAIVED ONLY BY AN INSTRUMENT SIGNED BY ALL OF THE PARTIES HERETO.

4.16 WAIVER OF THE RIGHT TO TRIAL BY JURY

THE LENDER, THE BORROWER, ANH, AND SILVER SPRINGS EACH ACKNOWLEDGES AND AGREES THAT THE TIME AND EXPENSE REQUIRED FOR TRIAL BY JURY EXCEED THE TIME AND EXPENSE REQUIRED FOR A BENCH TRIAL AND HEREBY WAIVES, TO THE EXTENT PERMITTED BY LAW, TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON, RELATED TO OR ARISING OUT OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH PARTY RECOGNIZES AND AGREES THAT THE FOREGOING WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR IT TO ENTER INTO THIS AGREEMENT. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

4.17 TRANSFER DOCUMENTS

As used in this Agreement, the term "Transfer Documents" means the following documents:

- (a) That certain Grant, Bargain Sale Deed (the "Deed") executed and delivered by Borrower to Lender concurrently with this Agreement, together with a duly completed and executed Declaration of Value form with respect to the real property transfer tax payable pursuant to applicable Nevada law. The Borrower and Lender agree that the value of the Property for the purpose of such Declaration of Value shall be Four Million Dollars (\$4,000,000).
- (b) That certain Bill of Sale and General Assignment dated and delivered by Borrower to Lender concurrently with this Agreement (the "Assignment"); and
- (c) That certain Non-Foreign Affidavit dated and delivered by Borrower to Lender concurrently with this Agreement.

4.18 LENDER'S REPRESENTATIONS

The Lender represents, warrants and covenants to the Borrower, ANH, and Silver Springs, as of the date of this Agreement that:

- (a) Lender is duly organized, validly existing and in good standing under the laws of the State of Nevada. Lender has the power and authority to execute and deliver this Agreement and the Borrower Party Release and to consummate the transactions and perform the obligations contemplated hereby and thereby.
- (b) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action by the Lender, and this Agreement constitutes the legal, valid and binding obligation of the Lender, enforceable against the Lender in accordance with its terms, except as such terms may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws or by legal or equitable principles relating to or limiting creditors' rights generally. All persons

who have executed this Agreement on behalf of the Lender have been duly authorized to do so by all necessary action on behalf of the Lender. Lender represents that it holds all of the rights under the Loan Documents previously held by GOLDMAN SACHS COMMERCIAL MORTGAGE CAPITAL, L.P. and has the power and authority to enter into this Agreement and to execute and deliver the Borrower Party Release to the Borrower Parties.

[Signature page follows this page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the day and year first above written.

LENDER:

Green Valley Commerce, LLC
a Nevada limited liability company

By: Shawn Bidsal

Name: Shawn Bidsal

Title: Manager *ng member*

OWNER:

Green Valley Commerce Center, LLC,
a Nevada limited liability company

By: American Nevada Company, LLC,
a Nevada limited liability company
Its: Manager

By: _____

Name: _____

Title: _____

ANH:

American Nevada Holdings, LLC
a Nevada limited liability company

By: American Nevada Company, LLC,
a Nevada limited liability company
Its: Manager

By: _____

Name: _____

Title: _____

SILVER SPRINGS:

Silver Springs, Inc.
a Nevada corporation

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the day and year first above written.

LENDER:

Green Valley Commerce, LLC
a Nevada limited liability company

By: _____

Name: Shawn Bidsal

Title: Manager

OWNER:

Green Valley Commerce Center, LLC,
a Nevada limited liability company

By: American Nevada Company, LLC,
a Nevada limited liability company
Its: Manager

By: PHILLIP N. RALSTON

Name: PHILLIP N. RALSTON

Title: EXECUTIVE VICE PRESIDENT

ANH:

American Nevada Holdings, LLC
a Nevada limited liability company

By: American Nevada Company, LLC,
a Nevada limited liability company
Its: Manager

By: PHILLIP N. RALSTON

Name: PHILLIP N. RALSTON

Title: EXECUTIVE VICE PRESIDENT

SILVER SPRINGS:

Silver Springs, Inc.
a Nevada corporation

By: PHILLIP N. RALSTON

Name: PHILLIP N. RALSTON

Title: TREASURER

List of Exhibits:

- Exhibit A – Legal Description
- Exhibit B – List of Liens, Litigation and Taxes
- Exhibit C – Schedule of Outstanding Bills
- Exhibit D – Property Agreements
- Exhibit E – Rent Roll

EXHIBIT A

LEGAL DESCRIPTION

PARCEL ONE (1):

THAT PORTION OF LOT A, GREEN VALLEY BUSINESS PARK, AS SHOWN BY MAP THEREOF IN BOOK 25 OF PLATS, PAGE 57, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) OF SECTION 32, TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M.; THENCE NORTH $89^{\circ}45'21''$ EAST ALONG THE SOUTH LINE THEREOF, 733.02 FEET; THENCE NORTH $37^{\circ}55'09''$ WEST, ALONG THE CENTERLINE OF SUNSET ROAD, 203.17 FEET; THENCE NORTH $52^{\circ}04'51''$ EAST, ALONG THE CENTERLINE OF SUNSET WAY, 350 FEET TO A POINT OF TANGENCY WITH A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1800.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $07^{\circ}23'56''$, AN ARC DISTANCE OF 232.44 FEET TO A POINT; THENCE NORTH $30^{\circ}31'33''$ WEST ALONG A RADIAL LINE AND THE CENTERLINE OF BUSTER BROWN DRIVE, 473.12 FEET; THENCE NORTH $59^{\circ}28'47''$ EAST 25.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH $30^{\circ}31'13''$ WEST, 120.15 FEET TO A POINT OF NON-TANGENCY ON A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 25.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH $85^{\circ}19'18''$ WEST; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $24^{\circ}21'06''$, AN ARC DISTANCE OF 10.63 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 50.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH $70^{\circ}18'40''$ WEST; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $109^{\circ}34'17''$, AN ARC DISTANCE OF 95.62 FEET TO A POINT; THENCE NORTH $00^{\circ}07'03''$ EAST, ALONG A RADIAL LINE, 204.51 FEET TO A POINT; THENCE SOUTH $89^{\circ}52'57''$ EAST, 509.44 FEET TO A POINT; THENCE SOUTH $00^{\circ}07'03''$ WEST, 312.60 FEET; THENCE SOUTH $89^{\circ}52'57''$ WEST 282.00 FEET TO A POINT; THENCE SOUTH $59^{\circ}28'47''$ WEST, 140.00 FEET TO THE TRUE POINT OF BEGINNING. EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF HENDERSON BY DEED RECORDED MAY 21, 1986 IN BOOK 860521 AS DOCUMENT NO. 00684 OF OFFICIAL RECORDS.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION PREVIOUSLY APPEARED IN THAT CERTAIN DOCUMENT RECORDED NOVEMBER 30, 1999 IN BOOK 19991130 AS INSTRUMENT NO. 00002 OF OFFICIAL

RECORDS, CLARK COUNTY, NEVADA.

PARCEL TWO (2):

THAT PORTION OF LOT A, GREEN VALLEY BUSINESS PARK, AS SHOWN BY MAP THEREOF IN BOOK 25 OF PLATS, PAGE 57 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF BUSTER BROWN DRIVE AND SUNSET WAY, AS SHOWN ON SAID MAP; THENCE NORTH 30°31'13" WEST, ALONG THE CENTERLINE OF SAID BUSTER BROWN DRIVE, 473.12 FEET TO A POINT; THENCE ALONG THE FOLLOWING

COURSES AND DISTANCES: NORTH 59°28'47" EAST, 165.50 FEET; NORTH 89°52'57" EAST, 282.00 FEET; SOUTH 13°07'57" EAST, 142.00 FEET; SOUTH 22°44'43" EAST, 172.17 FEET; SOUTH 11°22'40" EAST, 66.60 FEET, MORE OR LESS TO A POINT IN THE CENTERLINE OF SAID SUNSET WAY; THENCE IN A SOUTHWESTERLY DIRECTION ALONG SAID CENTERLINE 324.90 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION OF SAID PROPERTY LYING WITHIN SAID BUSTER BROWN DRIVE OR SUNSET WAY AS SHOWN ON SAID MAP.

FURTHER EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF HENDERSON BY DEED RECORDED MAY 21, 1986 IN BOOK 86521 AS DOCUMENT NO. 00684 OF OFFICIAL RECORDS.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION PREVIOUSLY APPEARED IN THAT CERTAIN DOCUMENT RECORDED NOVEMBER 30, 1999 IN BOOK 19991130 AS INSTRUMENT NO. 00002 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

PARCEL THREE (3):

A NON-EXCLUSIVE RECIPROCAL RIGHT, PRIVILEGE AND EASEMENT OVER, UPON AND ACROSS THE PRIVATE STREET FOR THE PURPOSE OF VEHICULAR AND PEDESTRIAN ACCESS, INGRESS AND EGRESS AS PROVIDED IN MUTUAL GRANT OF EASEMENTS, DECLARATION OF COVENANTS AND RESTRICTIONS RECORDED OCTOBER 18, 1993 IN BOOK 931018 AS DOCUMENT NO. 00534 OF OFFICIAL RECORDS.

EXHIBIT B
LIST OF LIENS, LITIGATION AND TAXES

1. Litigation: None.
2. Taxes: Copies of the property tax bills for the Real Property are attached hereto.

EXHIBIT 126



First American Title Insurance Company
National Commercial Services
 2490 Paseo Verde Parkway, #100 • Henderson, NV 89074

Estimated Settlement Statement

Property: 3 Sunset Way, 161-32-810-001 and 002, Henderson, NV 89014

File No: NCS-498935-HHLV

Officer: Michele D. Seibold/mf

New Loan No:

Estimated Settlement Date:

Disbursement Date:

Print Date: 09/22/2011, 12:05 PM

Buyer: Green Valley Commerce, LLC

Address: 9155 Las Vegas Blvd. South, Las Vegas, NV 89123

Seller: Green Valley Commerce Center, LLC

Address: 901 N. Green Valley Parkway, Suite 200, Henderson, NV 89074

Buyer Charge	Buyer Credit	Charge Description	Seller Charge	Seller Credit
		Deposits in Escrow:		
		Receipt No. 410829574 on 09/22/2011 by Green Valley Commerce Center, LLC		369,807.94
		Adjustments:		
	74,549.01	Security Deposit	74,549.01	
	295,258.93	Net Rents	295,258.93	
		Title/Escrow Charges to:		
150.00		Closing-Escrow Fee to First American Title Insurance Company National Commercial Services		
3,800.00		Policy-Standard ALTA 2006 Owner's to First American Title Insurance Company National Commercial Services		
46.00		Record Grant Deed to First American Title Insurance Company National Commercial Services		
20,400.00		Documentary Transfer Tax-County to First American Title Insurance Company National Commercial Services		
345,411.94		Cash (From) (X To) Borrower		
		Cash (To) (From) Seller		
369,807.94	369,807.94	Totals	369,807.94	369,807.94

Notice - This Estimated Settlement Statement is subject to changes, corrections or additions at the time of final computation of Escrow Settlement Statement.

BUYER(S):

Green Valley Commerce, LLC, a Nevada limited liability company

By: *[Signature]*
MANAGING MEMBER
 Its: _____

SELLER(S):

Green Valley Commerce Center, LLC, a Nevada limited liability company

By: _____
 Its: _____

EXHIBIT 127

APN: 161-32-810-001 and 161-32-810-002
 Recording requested by and when recorded mail to:
 First American Title Company.
 2490 Paseo Verde Parkway, Suite 100
 Henderson, NV 89074

Attention: Julie Skinner
 Mail Tax Statements to:

Green Valley Commerce, LLC
 9155 Las Vegas Blvd. South
 Suite 200
 Las Vegas, NV 89123
 498935

Inst #: 201109220004298

Fees: \$17.00 N/C Fee: \$0.00

RPTT: \$20400.00 Ex: #

09/22/2011 02:17:13 PM

Receipt #: 921874

Requestor:

FIRST AMERICAN TITLE HOWARD

Recorded By: MSH Pgs: 5

DEBBIE CONWAY

CLARK COUNTY RECORDER

Space above this line for Recorder's use

GRANT, BARGAIN AND SALE DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Green Valley Commerce Center, LLC, a Nevada limited liability company ("Grantor"), whose address is 901 N. Green Valley Parkway, Suite 200, Henderson, NV 89074 hereby grants, bargains and sells to Green Valley Commerce, LLC, a Nevada limited liability company ("Grantee"), whose address is 9155 Las Vegas Blvd. South, Suite 200, Las Vegas, NV 89123, all of its right, title and interest in and to the real property located in the County of Clark, State of Nevada, described in Exhibit A attached hereto and incorporated herein by this reference (the "Property").

This deed is an absolute conveyance, Grantor having sold the Property to Grantee for a fair and adequate consideration, such consideration, in addition to that above recited, being full satisfaction of the obligations secured by (i) that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated July 17, 2007 (the "Deed of Trust"), executed by Grantor, as trustor, in favor of GOLDMAN SACHS COMMERCIAL MORTGAGE CAPITAL, L.P., as beneficiary, and recorded on July 17, 2007, in the Official Records of the Recorder of Clark County, Nevada in Book 20070717 as Instrument No. 04925 and subsequently assigned to GCCFC 2007-GG11 Sunset Office, LLC, as beneficiary, by assignment recorded in the Official Records of the Recorder of Clark County, Nevada on May 12, 2011 in Book 20110512 as Instrument No. 01222 and as subsequently assigned to Green Valley Commerce, LLC, as beneficiary, by assignment recorded in the Official Records of the Recorder of Clark County, Nevada on June 17, 2011 in Book 20110617 as Instrument No. 04926; and, (ii) a document entitled "Assignment of Leases and Rents" recorded July 17, 2007 in the Official Records of the Recorder of Clark County, Nevada in Book 20070717 as Instrument No. 04926 and a document entitled "Assignment of Assignment of Leases and Rents" recorded in the Official Records of the Recorder of Clark County, Nevada on May 12, 2011 in Book 20110512 as Instrument No. 01223 and a document entitled "Assignment of Assignment of Leases and Rents" recorded in the Official Records of the Recorder of Clark County, Nevada on June 17, 2011 in Book 20110617 as Instrument No. 02964.

APN: 161-32-810-001 and 161-32-810-002

Recording requested by and when recorded mail to:
First American Title Company.

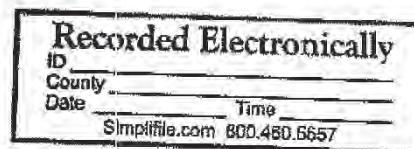
2490 Paseo Verde Parkway, Suite 100
Henderson, NV 89074

Attention: Julie Skinner

Mail Tax Statements to:

Green Valley Commerce, LLC
9155 Las Vegas Blvd. South
Suite 200
Las Vegas, NV 89123

498935



Space above this line for Recorder's use

GRANT, BARGAIN AND SALE DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Green Valley Commerce Center, LLC, a Nevada limited liability company ("Grantor"), whose address is 901 N. Green Valley Parkway, Suite 200, Henderson, NV 89074 hereby grants, bargains and sells to Green Valley Commerce, LLC, a Nevada limited liability company ("Grantee"), whose address is 9155 Las Vegas Blvd. South, Suite 200, Las Vegas, NV 89123, all of its right, title and interest in and to the real property located in the County of Clark, State of Nevada, described in **Exhibit A** attached hereto and incorporated herein by this reference (the "Property").

This deed is an absolute conveyance, Grantor having sold the Property to Grantee for a fair and adequate consideration, such consideration, in addition to that above recited, being full satisfaction of the obligations secured by (i) that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated July 17, 2007 (the "Deed of Trust"), executed by Grantor, as trustor, in favor of GOLDMAN SACHS COMMERCIAL MORTGAGE CAPITAL, L.P., as beneficiary, and recorded on July 17, 2007, in the Official Records of the Recorder of Clark County, Nevada in Book 20070717 as Instrument No. 04925 and subsequently assigned to GCCFC 2007-GG11 Sunset Office, LLC, as beneficiary, by assignment recorded in the Official Records of the Recorder of Clark County, Nevada on May 12, 2011 in Book 20110512 as Instrument No. 01222 and as subsequently assigned to Green Valley Commerce, LLC, as beneficiary, by assignment recorded in the Official Records of the Recorder of Clark County, Nevada on June 17, 2011 in Book 20110617 as Instrument No. 04926; and, (ii) a document entitled "Assignment of Leases and Rents" recorded July 17, 2007 in the Official Records of the Recorder of Clark County, Nevada in Book 20070717 as Instrument No. 04926 and a document entitled "Assignment of Assignment of Leases and Rents" recorded in the Official Records of the Recorder of Clark County, Nevada on May 12, 2011 in Book 20110512 as Instrument No. 01223 and a document entitled Assignment of Assignment of Leases and Rents" recorded in the Official Records of the Recorder of Clark County, Nevada on June 17, 2011 in Book 20110617 as Instrument No. 02964.

Dated: Sept. 19, 2011

"Grantor"

Green Valley Commerce Center, LLC,
a Nevada limited liability company

By: American Nevada Company, LLC,
a Nevada limited liability company
Its: Manager

By: P. N. Ralston

Name: PHILLIP N. RALSTON

Title: EXECUTIVE VICE PRESIDENT

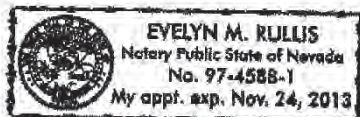
ACKNOWLEDGMENT

STATE OF NEVADA)

) ss:

COUNTY OF CLARK)

On September 19, 2011, before me, EVELYN M. RULLIS, a Notary Public for said state, personally appeared PHILLIP N. RALSTON, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



Evelyn M. Rullis
Notary Public

Evelyn m Rullis
no 97-4588-1
Exp 11-24-2013

Exhibit A

LEGAL DESCRIPTION

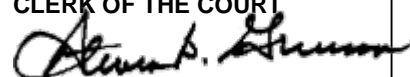
PARCEL ONE (1):

THAT PORTION OF LOT A, GREEN VALLEY BUSINESS PARK, AS SHOWN BY MAP THEREOF IN BOOK 25 OF PLATS, PAGE 57, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) OF SECTION 32, TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M.; THENCE NORTH $89^{\circ}45'21''$ EAST ALONG THE SOUTH LINE THEREOF, 733.02 FEET; THENCE NORTH $37^{\circ}55'09''$ WEST, ALONG THE CENTERLINE OF SUNSET ROAD, 203.17 FEET; THENCE NORTH $52^{\circ}04'51''$ EAST, ALONG THE CENTERLINE OF SUNSET WAY, 350 FEET TO A POINT OF TANGENCY WITH A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1800.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $07^{\circ}23'56''$, AN ARC DISTANCE OF 232.44 FEET TO A POINT; THENCE NORTH $30^{\circ}31'33''$ WEST ALONG A RADIAL LINE AND THE CENTERLINE OF BUSTER BROWN DRIVE, 473.12 FEET; THENCE NORTH $59^{\circ}28'47''$ EAST 25.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH $30^{\circ}31'13''$ WEST, 120.15 FEET TO A POINT OF NON-TANGENCY ON A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 25.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH $85^{\circ}19'18''$ WEST; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $24^{\circ}21'06''$, AN ARC DISTANCE OF 10.63 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 50.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH $70^{\circ}18'40''$ WEST; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $109^{\circ}34'17''$, AN ARC DISTANCE OF 95.62 FEET TO A POINT; THENCE NORTH $00^{\circ}07'03''$ EAST, ALONG A RADIAL LINE, 204.51 FEET TO A POINT; THENCE SOUTH $89^{\circ}52'57''$ EAST, 509.44 FEET TO A POINT; THENCE SOUTH $00^{\circ}07'03''$ WEST, 312.60 FEET; THENCE SOUTH $89^{\circ}52'57''$ WEST 282.00 FEET TO A POINT; THENCE SOUTH $59^{\circ}28'47''$ WEST, 140.00 FEET TO THE TRUE POINT OF BEGINNING. EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF HENDERSON BY DEED RECORDED MAY 21, 1986 IN BOOK 860521 AS DOCUMENT NO. 00684 OF OFFICIAL RECORDS.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION PREVIOUSLY APPEARED IN THAT CERTAIN DOCUMENT RECORDED NOVEMBER 30, 1999 IN BOOK 19991130 AS INSTRUMENT NO. 00002 OF OFFICIAL

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Steven D. Grierson
CLERK OF THE COURT



1 **APEN**

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8 Email: Lgarfinkel@rsnvlaw.com
9 *Attorneys for Movant CLA Properties, LLC*

7 **DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

9 CLA PROPERTIES, LLC, a California
10 limited liability company,

Case No. A-22-854413-J
Dept. No. 23

11 Movant (Respondent in
12 arbitration)

13 vs.

14 SHAWN BIDSAL, an individual,

15 Respondent (Claimant in
16 arbitration).

**APPENDIX TO MOVANT CLA
PROPERTIES, LLC'S MOTION TO VACATE
ARBITRATION AWARD (NRS 38.241) AND
FOR ENTRY OF JUDGMENT
(VOLUME 4 OF 18)**

17
18
19 Movant CLA Properties, LLC ("CLA"), hereby submits its Appendix in Support of its
20 Motion to Vacate Arbitration Award pursuant to NRS 38.241 and for Entry of Judgment.

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28 ///

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NOTE REGARDING INCORRECT INDEX

Appellant CLA's motion to vacate the arbitration award (1A.App. 1), was accompanied by an 18-volume appendix. Each volume contained an index. Unfortunately, the index to the motion appendix contained errors regarding some volume and page numbers.

Under NRAP 30(g)(1), an appeal appendix for the Nevada appellate court must contain correct copies of papers in the district court file. CLA is complying with that rule, providing this court with exact duplicate copies of all 18 appendix volumes that were filed in the district court with the motion to vacate the arbitration award. These district court volumes all contained the incorrect index that was filed with each volume of the motion appendix.

To assist this court on appeal, CLA has now prepared a corrected index showing correct volume and page numbers for the appendix that was filed in the district court with the motion to vacate. The corrected index is attached as an addendum to CLA's opening brief. And the present note is being placed in the appeal appendix immediately before the incorrect index that was contained in each volume of the motion appendix filed in the district court.

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OPERATIVE PLEADINGS

App.	PART	EX. No.	DATE	DESCRIPTION
000013	1	101	02/07/20	JAMS Arbitration Demand Form
000048	1	102	03/02/20	Commencement of Arbitration
000064	1	103	03/04/20	Respondent's Answer and Counter-Claim
000093	1	104	04/30/20	Scheduling Order
000099	1	105	05/19/20	Bidsal's Answer to Counter-Claim
000105	1	106	08/03/20	Notice of Hearing for Feb. 17 thru 19, 2021
000110	1	107	10/20/20	Notice of Hearing for Feb. 17 thru 19, 2021
000114	1	108	11/02/20	Bidsal's 1st Amended Demand for Arbitration
000118	1	109	01/19/21	Respondent's 4th Amended Answer and Counter-Claim to Bidsal's 1st Amended Demand
000129	1	110	03/05/21	Bidsal's Answer to 4th Amended Counter-Claim
000135	1	111	04/29/21	Notice of Hearing for June 25, 2021
000141	1	112	08/09/21	Notice of Hearing for Sept. 29 thru 30, 2021

FINAL AWARD

Jams Arbitration No.: 1260044569

App.	PART	EX. No.	DATE	DESCRIPTION
000147	2	113	04/05/19	Final Award - Stephen E. Haberfeld, Arbitrator

ORDERS

District Court Clark County, Nevada
Case No.: A-19-795188-P

App.	PART	EX. No.	DATE	DESCRIPTION
000169	2	114	12/05/19	Order Granting Petition for Confirmation of Arbitration Award and Entry of Judgment and Denying Respondent's Opposition and Counter-petition to Vacate the Arbitrator's Award - Joanna S. Kishner, Nevada District Court Judge
000180	2	115	12/16/19	Notice of Entry of Order Granting Petition for Confirmation of Arbitration Award

FINAL AWARD
JAMS Arbitration No.: 1260005736

App.	PART	EX. No.	DATE	DESCRIPTION
000195	2	116	10/20/21	Interim Award – Hon. David T. Wall (Ret.), Arbitrator
000223	2	117	03/12/22	Final Award – Hon. David T. Wall (Ret.), Arbitrator

EXHIBITS

App.	PART	EX. No.	DATE	DESCRIPTION <i>[Parenthetical number () is exhibit identification at arbitration hearing]</i>	DATE ADMIT'D	OFF'D/ NOT ADMIT'D
000255	3	118	05/19/11	Agreement for Sale and Purchase of Loan [BIDSAL004004-4070] (1)	03/17/21	
000323	3	119	05/31/11	Assignment and Assumption of Agreements [BIDSAL003993-3995] (2)	03/17/21	
000327	3	120	06/03/11	Final Settlement Statement – Note Purchase [CLAARB2 000013] (3)	03/17/21	
000329	3	121	05/26/11	GVC Articles of Organization [DL00 361] (4)	03/17/21	
000331	3	122	12/2011	GVC Operating Agreement [BIDSAL000001-28] (5)	03/17/21	
000360	3	123	11/29/11 - 12/12/11	Emails Regarding Execution of GVC OPAG [DL00 323, 351, 353, and CLAARB2 000044] (6)	03/17/21	
000365	3	124	03/16/11	Declaration of CC&Rs for GVC [BIDSAL001349-1428] (7)	03/17/21	
000446	3	125	09/22/11	Deed in Lieu Agreement [BIDSAL001429-1446] (8)	03/17/21	
000465	3	126	09/22/11	Estimated Settlement Statement – Deed in Lieu Agreement [BIDSAL001451] (9)	03/17/21	
000467	3	127	09/22/11	Grant, Bargain, Sale Deed [BIDSAL001447-1450] (10)	03/17/21	
000472	3	128	12/31/11	2011 Federal Tax Return [CLA Bidsal 0002333-2349] (12)	03/17/21	
000490	3	129	09/10/12	Escrow Closing Statement on Sale of Building C [CLA Bidsal 0003169-3170] (13)	03/17/21	
000493	3	130	04/22/13	Distribution Breakdown from Sale of Building C [BIDSAL001452-1454] (14)	03/17/21	

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1	000497	3	131	09/10/13	2012 Federal Tax Return [CLA Bidsal 0002542-2557] (15)	03/17/21	
2	000514	3	132	08/08/13	Letter to CLA Properties with 2012 K-1 [CLA Bidsal 002558-2564] (16)	03/17/21	
3							
4	000522	3	133	03/08/13	Escrow Settlement Statement for Purchase of Greenway Property [CLA Bidsal 0003168, BIDSAL001463] (17)	03/17/21	
5							
6	000525	3	134	03/15/13	Cost Segregation Study [CLA Bidsal 0002414-2541] (18)	03/17/21	
7	000654	3	135	09/09/14	2013 Federal Tax Return [CLA Bidsal 0001637-1657] (19)	03/17/21	
8	000676	3	136	09/08/14	Tax Asset Detail 2013 [CLA Bidsal 0001656-1657] (20)	03/17/21	
9							
10	000679	3	137	09/09/14	Letter to CLA Properties with 2014 K-1 [CLAARB2 001654-1659] (21)	03/17/21	
11	000686	3	138	11/13/14	Escrow Closing Statement on Sale of Building E [BIDSAL001475] (22)	03/17/21	
12	000688	3	139	11/13/14	Distribution Breakdown from Sale of Building E [BIDSAL001464-1466] (23)	03/17/21	
13	000692	3	140	02/27/15	2014 Federal Tax Return [CLA Bidsal 0001812-1830] (24)	03/17/21	
14	000712	3	141	08/25/15	Escrow Closing Statement on Sale of Building B [BIDSAL001485] (25)	03/17/21	
15							
16	000714	3	142	08/25/15	Distribution Breakdown from Sale of Building B [BIDSAL001476 and CLA Bidsal 0002082-2085] (26)	03/17/21	
17	000720	3	143	04/06/16	2015 Federal Tax Return [CLA Bidsal 0002305-2325] (27)	03/17/21	
18	000742	3	144	03/14/17	2016 Federal Tax Return [CLA Bidsal 0001544-1564] (28)	03/17/21	
19							
20	000764	3	145	03/14/17	Letter to CLA Properties with 2016 K-1 [CLA Bidsal0000217-227] (29)	03/17/21	
21	000776	3	146	04/15/17	2017 Federal Tax Return [CLA Bidsal 0000500-538] (30)	03/17/21	
22	000816	3	147	04/15/17	Letter to CLA Properties with 2017 K-1 [CLAARB2 001797-1801] (31)	03/17/21	
23	000822	3	148	08/02/19	2018 Federal Tax Return [BIDSAL001500-1518] (32)	03/17/21	
24							
25	000842	3	149	04/10/18	Letter to CLA Properties with 2018 K-1 [BIDSAL001519-1528] (33)	03/17/21	
26	000853	3	150	03/20/20	2019 Federal Tax Return (Draft) CLA Bidsal 0000852-887] (34)	03/17/21	
27	000890	3	151	03/20/20	Letter to CLA Properties with 2019 K-1 [CLA Bidsal 0000888-896] (35)	03/17/21	
28							

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1	000900	3	152	01/26/16 – 04/22/16	Emails regarding CLA's Challenges to Distributions [CLAARB2 001277-1280, 001310-1313, 001329-1334, 001552-1555] (36)	03/17/21	
2							
3	000919	3	153	07/07/17	Buy-Out Correspondence – Bidsal Offer [BIDSAL000029] (37)	03/17/21	
4	000921	3	154	08/03/17	Buy-Out Correspondence – CLA Counter [BIDSAL000030] (38)	03/17/21	
5	000923	3	155	08/05/17	Buy-Out Correspondence – Bidsal Invocation [BIDSAL000031] (39)	04/26/21	
6	000925	3	156	08/28/17	Buy-Out Correspondence – CLA Escrow [BIDSAL000032] (40)	04/26/21	
7							
8	000930	3	157	06/22/20	CLA Responses to Interrogatories (43)	03/17/21	
9	000939	3	158	04/25/18	GVC Lease and Sales Advertising [BIDSAL620-633, 1292-1348] (50)	03/19/21	
10							
11	001011	3	159	08/10/20	Property Information [CLAARB2 1479, 1477] (52)	03/19/21	
12	001014	3	160	03/20/18	Deposition Transcript of David LeGrand [DL 616-1288] (56)	03/19/21	
13	001688	3	161	09/10/12	Deed – Building C [BIDSAL 1455-1460] (57)	03/19/21	
14	001695	3	162	11/13/14	Deed Building E [BIDSAL 1464-1475] (58)	03/19/21	
15	001704	3	163	09/22/11	Email from Golshani to Bidsal dated Sep 22, 2011 (67)	04/26/21	
16	001708	3	164	07/17/07	Deed of Trust Notice [Bidsal 001476 – 001485] (annotated) (84)	03/19/21	
17	001719	3	165	07/17/07	Assignment of Leases and Rents [Bidsal 004461 – 004481 & 4548-4556] (85)	03/19/21	
18	001750	3	166	05/29/11	CLA Payment of \$404,250.00 [CLAARB2 000820] (87)	03/19/21	
19	001752	3	167	06/15/11	Operating Agreement for County Club, LLC [CLAARB2 000352 – 000379] (88)		03/17/21
20	001781	3	168	09/16/11	Email from LeGrand to Bidsal and Golshani [CLAARB2 001054 – 001083] (91)	03/17/21	
21	001812	3	169	12/31/11	GVC General Ledger 2011 [CLA Bidsal 003641 – 003642] (95)	03/19/21	
22	001815	3	170	06/07/12	Green Valley Trial Balance Worksheet, Transaction Listing [CLA Bidsal 002372 - 002376] (97)	04/26/21	
23	001820	3	171	01/21/16	Correspondence from Lita to Angelo re Country Club 2012 accounting [CLAARB2 001554]		
24	001823	3	172	01/25/16	Email from Bidsal re Letter to WCICO dated 1/21/16		

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1					[CLAARB2 002086]		
2	001828	3	173	06/30/17	GVC Equity Balances Computation [CLAARB2 001543] (111)	03/19/21	
3	001830	3	174	07/21/17	Email from Golshani to Main [CLAARB2 002017] (112)	04/26/21	
4	001832	3	175	07/25/17	Email Comm. Between Golshani and Main [BIDSAL 002033 – 002035] (114)	04/26/21	
5	001836	3	176	08/16/17	Email Comm. From Shapiro [CLAARB2 001221 – 001225] (117)	04/26/21	
6	001842	3	177	08/16/17	Email Comm. Between Golshani and Bidsal [CLAARB2 001244 – 001245] (118)	03/19/21	
7	001844	3	178	11/14/17	Email Comm. Between RTL and Shapiro [CLAARB2 001249] (123)	04/26/21	
8	001846	3	179	12/26/17	Letter from Golshani to Bidsal [CLAARB2 000112] (125)	04/26/21	
9	001848	3	180	12/28/17	Letter from Bidsal to Golshani [CLAARB2 002028] (126)		
10	001850	3	181	04/05/19	Arbitration Award [CLAARB2 002041 - 002061] (136)	03/19/21	
11	001872	3	182	06/30/19	Email from Golshani to Bidsal [CLAARB2 000247] (137)	03/19/21	
12	001874	3	183	08/20/19	Email from Golshani to Bidsal [CLAARB2 000249] (139)	03/19/21	
13	001876	3	184	06/14/20	Email Communication between CLA and [CLAARB2 001426] (153)	03/19/21	
14	001878	3	185	10/02/20	Claimant's First Supplemental Responses to Respondent's First Set of Interrogatories to Shawn Bidsal [N/A] (164)	03/19/21	
15	001887	3	186	02/19/21	Claimant's Responses to Respondent's Fifth Set of RFPD's Upon Shawn Bidsal [N/A] (165)	03/19/21	
16	001892	3	187	02/22/21	Claimant's Responses to Respondent's Sixth Set of RFPD's Upon Shawn Bidsal [N/A] (166)	03/19/21	
17	001895	3	188	07/11/05	2019 Notes re Distributable Cash Building C [CLAARB2 002109] (180)	04/26/21	
18	001897	3	189	12/06/19	Order Granting Petition for Confirmation of Arbitration Award and Entry of Judgment and Denying Respondent's Opposition and Counterpetition to Vacate the Arbitrator's Award [N/A] (184)	03/19/21	
19	001908	3	190	04/09/19	Plaintiff Shawn Bidsal's Motion to Vacate Arbitration Award [N/A] (188)	03/19/21	
20	001950	3	191	01/09/20	Notice of Appeal [N/A] (189)	03/19/21	
21	001953	3	192	01/09/20	Case Appeal Statement [N/A] (190)	03/19/21	
22	001958	3	193	01/17/20	Respondent's Motion for Stay Pending Appeal [N/A] (191)	03/19/21	

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002123	3	194	03/10/20	Notice of Entry of Order Granting Respondent's Motion for Stay Pending Appeal [N/A] (192)	03/19/21	
002129	3	195	03/20/20	Notice of Posting Cash In Lieu of Bond [N/A] (193)	03/19/21	
002134	3	196	Undated	(LIMITED) Arbitration #1 Exhibits 23 – 42 [DL 322, 323 – 350, 352 – 353] (Portions of 198 admitted: Exs. 26 and 40 within 198) (198)	44/26/21	
002197	3	197	07/11/05	Rebuttal Report Exhibit 1 Annotated (Gerety Schedule) (200)	03/19/21	
002201	3	198	08/13/20	Chris Wilcox Schedules (201)	03/18/21	
002214	3	199	12/31/17	Rebuttal Report Exhibit 3 (Gerety Formula) (202)	03/19/21	
002216	3	200	11/13/14 & 08/28/15	Distribution Breakdown (206)	04/27/21	

Motion to Replace Bidsal as Manager

App.	PART	EX. No.	DATE	DESCRIPTION
002219	4	201	05/20/20	Respondent's Motion to Resolve Member Dispute (Replace Manager)
002332	4	202	06/10/20	Claimant's Opposition Respondent's Motion to Resolve Member Dispute
002927	4	203	06/17/20	Claimant's Request For Oral Arguments re. Respondent's Motion to Resolve Member Dispute
002930	4	204	06/24/20	Respondent's Reply MPA's ISO Motion to Resolve Member Dispute
002951	4	205	07/07/20	Claimant's Supplement to Opposition to Respondent's Motion to Resolve Member Dispute
002965	4	206	07/13/20	Respondent's Supplement to Motion to Resolve Member Dispute
002985	4	207	07/20/20	Order On MTC and Amended Scheduling Order

"First Motion to Compel"

App.	PART	EX. No.	DATE	DESCRIPTION
002993	5	208	07/16/20	Respondent's Motion To Compel Answers to First set of ROGS
003051	5	209	07/16/20	Exhibits to Respondent's Motion to Compel Answers to First set of ROGS

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003091	5	210	07/24/20	Claimant's Opp. to MTC ANS to 1 st Set of ROGS and Countermotion to Stay Proceedings
003215	5	211	07/27/20	Respondent's Reply Re MTC
003223	5	212	07/28/20	Respondent's Reply ISO MTC and Opp. to Countermotion to Stay Proceedings
003248	5	213	08/03/20	Order on Respondents Motion To Compel and Amended Scheduling Order

Motion No. 3

App.	PART	EX. No.	DATE	DESCRIPTION
003253	5	214	06/25/20	Claimant's Emergency Motion To Quash Subpoenas and for Protective Order
003283	5	215	06/29/20	Respondent's Opposition to Emergency Motion to Quash Subpoenas and for Protective Order
003295	5	216	06/30/20	Claimant's Reply to Respondent's Opposition to Emergency Motion to Quash Subpoenas and for Protective Order
003298	5	217	07/20/20	Order on Pending Motions

"Second Motion to Compel"

App.	PART	EX. No.	DATE	DESCRIPTION
003306	6	218	10/07/20	Respondent's MTC Further Responses to First Set of ROGS to Claimant and for POD
003362	6	219	10/19/20	Lewin-Shapiro Email Chain
003365	6	220	10/19/20	Claimant's Opposition to Respondent's MTC Further Responses to First Set of ROGS to Claimant and for POD
003375	6	221	10/22/20	Respondent's Reply to Opposition to MTC Further Responses to First Set of ROGS to Claimant and for POD
003396	6	222	11/09/20	Order on Respondent's MTC Further Responses To First Set of ROGS to Claimant and for POD

"Motion to Continue"

App.	PART	EX. No.	DATE	DESCRIPTION
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1	003403	7	223	11/05/20	Respondent's MTC Proceedings
2	003409	7	224	11/17/20	Order on Respondent's Motion to Continue Proceedings and 2nd Amended SO

3

4 **"Motion for Leave to Amend"**

5	App.	PART	EX. No.	DATE	DESCRIPTION
6	003415	8	225	01/19/21	Letter to Wall requesting Leave to Amend
7	003422	8	226	01/19/21	Respondent's Motion for Leave to File Fourth Amended Answer and Counterclaim
8					Claimant's Opposition to Respondent's Motion for Leave to file Fourth Amended Answer and Counterclaim
9	003433	8	227	01/29/21	
10	003478	8	228	02/02/21	Respondent's Reply ISO Motion for Leave to File Fourth Amended Answer and Counterclaim
11	003482	8	229	02/04/21	Order on Respondent's Pending Motions

12

13 **"Main Motion to Compel"**

14	App.	PART	EX. No.	DATE	DESCRIPTION
15	003489	9	230	01/26/21	Respondent's Emergency Motion for Order Compelling the Completion of the Deposition of Jim Main, CPA
16	003539	9	231	01/29/21	Claimant's Opposition to Main deposition
17					Jim Main's Opposition and Joinder to Claimant's Opposition to Respondent/Counterclaimant's Emergency Motion for Order Compelling the Completion of the Deposition of Jim Main, CPA
18	003775	9	232	02/01/21	
19					Respondent's Reply In Support of Emergency Motion For Order Compelling The Completion of The Deposition of Jim Main, CPA
20	003778	9	233	02/03/21	
21					Order on Respondent's Pending Motions
22	003784	9	234	02/04/21	

23

24 **"Motion for Orders"**

25	App.	PART	EX. No.	DATE	DESCRIPTION
26	003791	10	235	02/05/21	CLA Motion For Orders Regarding Bank Accounts, Keys And Distribution
27	003834	10	236	02/19/21	Claimant's Opposition To Respondent/Counterclaimant's Motion For Orders (1)

				Compelling Claimant to Restore/Add CLA to All Green Valley Bank Accounts; (2) Provide CLA With Keys to All of Green Valley Properties; And (3) Prohibiting Distributions to The Members Until The Sale of The Membership Interest In Issue In This Arbitration is Consummated and the Membership Interest is Conveyed
003941	10	237	02/22/21	Ruling

“Motion in Limine - Taxes”

App.	PART	EX. No.	DATE	DESCRIPTION
003948	11	238	03/05/21	CLA MIL re. Taxes
003955	11	239	03/11/21	Claimant's Opposition to CLA's MIL Regarding Bidsal's Evidence Re Taxes
003962	11	240	03/17/21	Ruling – Arbitration Day 1 03/17/2021, p. 11

“Motion in Limine - Tender”

App.	PART	EX. No.	DATE	DESCRIPTION
003964	12	241	03/05/21	CLA's Motion in Limine Re Failure to Tender
004062	12	242	03/11/21	Claimant's Opposition to MIL and Failure to Tender
004087	12	243	03/12/21	CLA's Reply to Opposition to MIL Re Failure to Tender
004163	12	244	03/17/21	Ruling – Arbitration Day 1 - 03/17/2021, pp. 15 - 17

“Motion to Withdraw Exhibit”

App.	PART	EX. No.	DATE	DESCRIPTION
004167	13	245	03/26/21	Motion to Withdrawal Exhibit 188
004170	13	246	03/31/21	Claimant's Opposition to CLA's Motion To Withdraw Exhibit 188
004172	13	247	03/31/21	CLA's Reply Re Motion To Withdraw Exhibit 188
004175	13	248	04/05/21	Order on CLA's Motion To Withdraw Exhibit 188

“LeGrand Motion”

App.	PART	EX. No.	DATE	DESCRIPTION
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REISMAN·SOROKAC
 8965 SOUTH EASTERN AVENUE, SUITE 382
 LAS VEGAS, NEVADA 89123
 PHONE: (702) 727-6258 FAX: (702) 446-6756

004178	14	249	05/21/21	Respondent's Brief Re: (1) Waiver of The Attorney-Client Privilege; and (2) Compelling The Testimony of David LeGrand, Esq.
004194	14	250	06/11/21	Claimant Shawn Bidsal's Brief Regarding the Testimony of David LeGrand
004289	14	251	07/09/21	CLA's Properties, LLC Supplemental Brief Re. (1) Waiver of The Attorney-Client Privilege; and (2) Compelling The Testimony of David LeGrand, Esq.
004297	14	252	07/23/21	Claimant Shawn Bidsal's Supplemental Brief Regarding the Testimony of David LeGrand
004315	14	253	09/10/21	Order Regarding Testimony of David LeGrand

Motion re. Attorney's Fees

App.	PAR T	EX. No.	DATE	DESCRIPTION
004324	15	254	11/12/21	Claimant's Application for Award of Attorney's Fees and Costs
004407	15	255	12/03/21	Respondent's Opposition to Claimant's Application for Attorney's Fees and Costs
004477	15	256	12/17/21	Claimant's Reply in Support of Application for Attorney's Fees and Costs
004526	15	257	12/23/21	Respondent's Supplemental Opposition to Claimant's Application for Attorney's Fees and Costs
004558	15	258	12/29/21	Claimant's Reply to Respondent's Supplemental Opposition to Application for Attorney's Fees and Costs
004566	15	259	01/12/22	Claimant's Supplemental Application for Attorney's Fees and Costs
004684	15	260	01/26/22	Respondent's Second Supplemental Opposition to Claimant's Application for Attorney's Fees and Costs
004718	15	261	02/15/22	Claimant's Second Supplemental Reply In Support of Claimant's Application For Award of Attorney Fees And Costs

TRANSCRIPTS

App.	PAR T	EX. No.	DATE	DESCRIPTION
004772	16	262	05/08/18	Transcript of Proceedings - Honorable Stephen E. Haberfeld Volume I Las Vegas, Nevada May 8, 2018
004994	16	263	05/09/18	Transcript of Proceedings - Honorable Stephen E.

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				Haberfeld Volume II Las Vegas, Nevada May 9, 2018
005256	16	264	03/17/21	Arbitration Hearing Transcript
005660	16	265	03/18/21	Arbitration Hearing Transcript
006048	16	266	03/19/21	Arbitration Hearing Transcript
006505	16	267	04/26/21	Arbitration Hearing Transcript
006824	16	268	04/27/21	Arbitration Hearing Transcript
007052	16	269	06/25/21	Arbitration Hearing Transcript
007104	16	270	08/05/21	Arbitration Hearing Transcript
007225	16	271	09/29/21	Arbitration Hearing Transcript
007477	16	272	01/05/22	Arbitration Hearing Transcript
007508	16	273	02/28/22	Arbitration Hearing Transcript

OTHER

App.	PAR T	EX. No.	DATE	DESCRIPTION
007553	17	274	07/15/19	Respondent's Opposition to CLA's Petition for Confirmation of Arbitration Award and Entry of Judgement and Counterpetition to Vacate Arbitration Award – (<i>Case No. A-19-795188-P, District Court, Clark County, NV</i>)
007628	17	275	11/24/20	Appellant Shawn Bidsal's Opening Brief (<i>Supreme Court of Nevada, Appeal from Case No. A-19-795188-P, District Court, Clark County, NV</i>)
007669	17	276	03/17/22	IN RE: PETITION OF CLA PROPS. LLC C/W 80831 Nos. 80427; 80831, March 17, 2022, <i>Order of Affirmance</i> , unpublished disposition
007675	17	277	2011 - 2019	2011 – 2019 Green Valley Commerce Distribution CLAARB2 002127 - 002128

DATED this 22nd day of June, 2022.

REISMAN SOROKAC

By: /s/ Louis E. Garfinkel
Louis E. Garfinkel, Esq.
Nevada Bar No. 3416
8965 S. Eastern Avenue, Suite 382
Las Vegas, NV 89123
Tel: (702) 727-6258/Fax: (702) 446-6756
Email: lgarfinkel@rsnvlaw.com
Attorneys for Movant CLA Properties LLC

EXHIBIT 128

Form 1065 Department of the Treasury Internal Revenue Service		U.S. Return of Partnership Income For calendar year 2011, or tax year beginning 05/26/11 , ending 12/31/11 . ▶ See separate instructions.		OMB No. 1545-0099 2011
A Principal business activity	Print or type.	Name of partnership Green Valley Commerce, LLC	D Employer identification number 32-0345346	
B Principal product or service Investment		Number, street, and room or suite no. If a P.O. box, see the instructions. 9155 South Las Vegas Blvd., Ste 200	E Date business started 05/26/2011	
C Business code number 531120		City or town, state, and ZIP code Las Vegas NV 89123	F Total assets (see the instructions) \$ 4,053,318	

- G Check applicable boxes: (1) ☒ Initial return (2) ☐ Final return (3) ☐ Name change (4) ☐ Address change (5) ☐ Amended return
 (6) ☐ Technical termination - also check (1) or (2)
- H Check accounting method: (1) ☒ Cash (2) ☐ Accrual (3) ☐ Other (specify) ▶
- I Number of Schedules K-1. Attach one for each person who was a partner at any time during the tax year ▶ **2**
- J Check if Schedules C and M-3 are attached ☐

Caution. Include only trade or business income and expenses on lines 1a through 22 below. See the instructions for more information.

Income	1a Merchant card and third-party payments (including amounts reported on Form(s) 1099-K). For 2011, enter -0-	1a	0	
	b Gross receipts or sales not reported on line 1a (see instructions)	1b		
	c Total. Add lines 1a and 1b	1c		
	d Returns and allowances plus any other adjustments to line 1a (see instructions)	1d		
	e Subtract line 1d from line 1c	1e		
	2 Cost of goods sold (attach Form 1125-A)	2		
	3 Gross profit. Subtract line 2 from line 1e		3	
	4 Ordinary income (loss) from other partnerships, estates, and trusts (attach statement)		4	
	5 Net farm profit (loss) (attach Schedule F (Form 1040))		5	
	6 Net gain (loss) from Form 4797, Part II, line 17 (attach Form 4797)		6	
	7 Other income (loss) (attach statement)		7	
	8 Total income (loss). Combine lines 3 through 7		8	
Deductions (see the instructions for limitations)	9 Salaries and wages (other than to partners) (less employment credits)		9	
	10 Guaranteed payments to partners		10	
	11 Repairs and maintenance		11	
	12 Bad debts		12	
	13 Rent		13	
	14 Taxes and licenses		14	
	15 Interest		15	
	16a Depreciation (if required, attach Form 4562)	16a	21,256	
	b Less depreciation reported on Form 1125-A and elsewhere on return	16b	21,256	16c 0
	17 Depletion (Do not deduct oil and gas depletion.)		17	
	18 Retirement plans, etc.		18	
	19 Employee benefit programs		19	
	20 Other deductions (attach statement)		20	
	21 Total deductions. Add the amounts shown in the far right column for lines 9 through 20		21	0
22 Ordinary business income (loss). Subtract line 21 from line 8		22		

Sign Here	Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than general partner or limited liability company member manager) is based on all information of which preparer has any knowledge.		May the IRS discuss this return with the preparer shown below (see instructions)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
	Signature of general partner or limited liability company member manager 		Date 06/08/12		
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	James D. Main Firm's name ▶ Main Amundson and Associates Firm's address ▶ 10191 Park Run Dr Ste 200 Las Vegas, NV 89145		06/08/12	<input type="checkbox"/>	P00172333 88-0482906 702-259-6222

For Paperwork Reduction Act Notice, see separate instructions.

Form **1065** (2011)

Form 1065 (2011) **Green Valley Commerce, LLC****32-0345346**Page **2****Schedule B Other Information**

1	What type of entity is filing this return? Check the applicable box:	Yes	No
a	<input type="checkbox"/> Domestic general partnership	<input type="checkbox"/>	<input type="checkbox"/>
c	<input checked="" type="checkbox"/> Domestic limited liability company	<input type="checkbox"/>	<input type="checkbox"/>
e	<input type="checkbox"/> Foreign partnership	<input type="checkbox"/>	<input type="checkbox"/>
b	<input type="checkbox"/> Domestic limited partnership	<input type="checkbox"/>	<input type="checkbox"/>
d	<input type="checkbox"/> Domestic limited liability partnership	<input type="checkbox"/>	<input type="checkbox"/>
f	<input type="checkbox"/> Other <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	At any time during the tax year, was any partner in the partnership a disregarded entity, a partnership (including an entity treated as a partnership), a trust, an S corporation, an estate (other than an estate of a deceased partner), or a nominee or similar person?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3	At the end of the tax year:	<input type="checkbox"/>	<input type="checkbox"/>
a	Did any foreign or domestic corporation, partnership (including any entity treated as a partnership), trust, or tax-exempt organization, or any foreign government own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership? For rules of constructive ownership, see instructions. If "Yes," attach Schedule B-1, Information on Partners Owning 50% or More of the Partnership	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b	Did any individual or estate own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership? For rules of constructive ownership, see instructions. If "Yes," attach Schedule B-1, Information on Partners Owning 50% or More of the Partnership	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4	At the end of the tax year, did the partnership:	<input type="checkbox"/>	<input type="checkbox"/>
a	Own directly 20% or more, or own, directly or indirectly, 50% or more of the total voting power of all classes of stock entitled to vote of any foreign or domestic corporation? For rules of constructive ownership, see instructions. If "Yes," complete (i) through (iv) below	<input type="checkbox"/>	<input checked="" type="checkbox"/>

(i) Name of Corporation	(ii) Employer Identification Number (if any)	(iii) Country of Incorporation	(iv) Percentage Owned in Voting Stock

b	Own directly an interest of 20% or more, or own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital in any foreign or domestic partnership (including an entity treated as a partnership) or in the beneficial interest of a trust? For rules of constructive ownership, see instructions. If "Yes," complete (i) through (v) below	<input type="checkbox"/>	<input checked="" type="checkbox"/>
----------	---	--------------------------	-------------------------------------

(i) Name of Entity	(ii) Employer Identification Number (if any)	(iii) Type of Entity	(iv) Country of Organization	(v) Maximum Percentage Owned in Profit, Loss, or Capital

Form **1065** (2011)

Form 1065 (2011) **Green Valley Commerce, LLC****32-0345346**Page **3**

	Yes	No
5 Did the partnership file Form 8893, Election of Partnership Level Tax Treatment, or an election statement under section 6231(a)(1)(B)(ii) for partnership-level tax treatment, that is in effect for this tax year? See Form 8893 for more details		X
6 Does the partnership satisfy all four of the following conditions?		
a The partnership's total receipts for the tax year were less than \$250,000.		
b The partnership's total assets at the end of the tax year were less than \$1 million.		
c Schedules K-1 are filed with the return and furnished to the partners on or before the due date (including extensions) for the partnership return.		
d The partnership is not filing and is not required to file Schedule M-3		X
If "Yes," the partnership is not required to complete Schedules L, M-1, and M-2; Item F on page 1 of Form 1065; or Item L on Schedule K-1.		
7 Is this partnership a publicly traded partnership as defined in section 469(k)(2)?		X
8 During the tax year, did the partnership have any debt that was cancelled, was forgiven, or had the terms modified so as to reduce the principal amount of the debt?		X
9 Has this partnership filed, or is it required to file, Form 8918, Material Advisor Disclosure Statement, to provide information on any reportable transaction?		X
10 At any time during calendar year 2011, did the partnership have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? See the instructions for exceptions and filing requirements for Form TD F 90-22.1, Report of Foreign Bank and Financial Accounts. If "Yes," enter the name of the foreign country. ▶		X
11 At any time during the tax year, did the partnership receive a distribution from, or was it the grantor of, or transferor to, a foreign trust? If "Yes," the partnership may have to file Form 3520, Annual Return To Report Transactions With Foreign Trusts and Receipt of Certain Foreign Gifts. See instructions		X
12a Is the partnership making, or had it previously made (and not revoked), a section 754 election? See instructions for details regarding a section 754 election.		X
b Did the partnership make for this tax year an optional basis adjustment under section 743(b) or 734(b)? If "Yes," attach a statement showing the computation and allocation of the basis adjustment. See instructions		X
c Is the partnership required to adjust the basis of partnership assets under section 743(b) or 734(b) because of a substantial built-in loss (as defined under section 743(d)) or substantial basis reduction (as defined under section 734(d))? If "Yes," attach a statement showing the computation and allocation of the basis adjustment. See instructions.		X
13 Check this box if, during the current or prior tax year, the partnership distributed any property received in a like-kind exchange or contributed such property to another entity (other than disregarded entities wholly-owned by the partnership throughout the tax year) ▶ <input type="checkbox"/>		
14 At any time during the tax year, did the partnership distribute to any partner a tenancy-in-common or other undivided interest in partnership property?		X
15 If the partnership is required to file Form 8858, Information Return of U.S. Persons With Respect To Foreign Disregarded Entities, enter the number of Forms 8858 attached. See instructions ▶		
16 Does the partnership have any foreign partners? If "Yes," enter the number of Forms 8805, Foreign Partner's Information Statement of Section 1446 Withholding Tax, filed for this partnership. ▶		X
17 Enter the number of Forms 8865, Return of U.S. Persons With Respect to Certain Foreign Partnerships, attached to this return. ▶		
18a Did you make any payments in 2011 that would require you to file Form(s) 1099? See instructions	X	
b If "Yes," did you or will you file all required Form(s) 1099?	X	
19 Enter the number of Form(s) 5471, Information Return of U.S. Persons With Respect To Certain Foreign Corporations, attached to this return. ▶		

Designation of Tax Matters Partner (see instructions)

Enter below the general partner designated as the tax matters partner (TMP) for the tax year of this return:

Name of designated TMP ▶	Shahram Bidsal	Identifying number of TMP ▶	549-55-3193
If the TMP is an entity, name of TMP representative ▶		Phone number of TMP ▶	
Address of designated TMP ▶	14039 Sherman Way Blvd., Suite 201 Van Nuys CA 91405		

Form **1065** (2011)

Form 1065 (2011) **Green Valley Commerce, LLC****32-0345346**Page **4**

Schedule K Partners' Distributive Share Items		Total amount	
Income (Loss)	1 Ordinary business income (loss) (page 1, line 22)	1	
	2 Net rental real estate income (loss) (attach Form 8825)	2	169,225
	3a Other gross rental income (loss)	3a	
	b Expenses from other rental activities (attach statement)	3b	
	c Other net rental income (loss). Subtract line 3b from line 3a	3c	
	4 Guaranteed payments	4	
	5 Interest income	5	311,265
	6 Dividends: a Ordinary dividends	6a	
	b Qualified dividends	6b	
	7 Royalties	7	
	8 Net short-term capital gain (loss) (attach Schedule D (Form 1065))	8	
Deductions	9a Net long-term capital gain (loss) (attach Schedule D (Form 1065))	9a	
	b Collectibles (28%) gain (loss)	9b	
	c Unrecaptured section 1250 gain (attach statement)	9c	
	10 Net section 1231 gain (loss) (attach Form 4797)	10	
	11 Other income (loss) (see instructions) Type ▶	11	
	12 Section 179 deduction (attach Form 4562)	12	
	13a Contributions	13a	
	b Investment interest expense	13b	
	c Section 59(e)(2) expenditures:		
	(1) Type ▶	13c(2)	
	(2) Amount ▶	13d	
Self-Employment	14a Net earnings (loss) from self-employment	14a	
	b Gross farming or fishing income	14b	
	c Gross nonfarm income	14c	
Credits	15a Low-income housing credit (section 42(j)(5))	15a	
	b Low-income housing credit (other)	15b	
	c Qualified rehabilitation expenditures (rental real estate) (attach Form 3468)	15c	
	d Other rental real estate credits (see instructions) Type ▶	15d	
	e Other rental credits (see instructions) Type ▶	15e	
	f Other credits (see instructions) Type ▶	15f	
Foreign Transactions	16a Name of country or U.S. possession ▶		
	b Gross income from all sources	16b	
	c Gross income sourced at partner level	16c	
	Foreign gross income sourced at partnership level		
	d Passive category ▶	e General category ▶	f Other ▶
	Deductions allocated and apportioned at partner level		
	g Interest expense ▶	h Other ▶	
	Deductions allocated and apportioned at partnership level to foreign source income		
	i Passive category ▶	j General category ▶	k Other ▶
	l Total foreign taxes (check one): ▶ Paid <input type="checkbox"/> Accrued <input type="checkbox"/>	16l	
m Reduction in taxes available for credit (attach statement)	16m		
n Other foreign tax information (attach statement)			
Alternative Minimum Tax (AMT) Items	17a Post-1986 depreciation adjustment	17a	
	b Adjusted gain or loss	17b	
	c Depletion (other than oil and gas)	17c	
	d Oil, gas, and geothermal properties – gross income	17d	
	e Oil, gas, and geothermal properties – deductions	17e	
	f Other AMT items (attach statement)	17f	
Other Information	18a Tax-exempt interest income	18a	
	b Other tax-exempt income	18b	
	c Nondeductible expenses	18c	
	19a Distributions of cash and marketable securities	19a	530,000
	b Distributions of other property	19b	
	20a Investment income	20a	311,265
b Investment expenses	20b		
c Other items and amounts (attach statement)			

Form **1065** (2011)

DAA

APPENDIX (PX)000475

Docket 86438 Document 2023-35825

3A.App.601
CLA_Bidsal 0002336

Analysis of Net Income (Loss)

1 Net income (loss). Combine Schedule K, lines 1 through 11. From the result, subtract the sum of Schedule K, lines 12 through 13d, and 16l						1	480,490
2	Analysis by partner type:	(i) Corporate	(ii) Individual (active)	(iii) Individual (passive)	(iv) Partnership	(v) Exempt organization	(vi) Nominee/Other
a	General partners						
b	Limited partners			240,244	240,246		

Schedule L		Balance Sheets per Books		Beginning of tax year		End of tax year	
Assets		(a)	(b)	(c)	(d)		
1	Cash					107,391	
2a	Trade notes and accounts receivable						
b	Less allowance for bad debts						
3	Inventories						
4	U.S. government obligations						
5	Tax-exempt securities						
6	Other current assets (attach statement)						
7a	Loans to partners (or persons related to partners)						
b	Mortgage and real estate loans						
8	Other investments (attach statement)						
9a	Buildings and other depreciable assets			2,842,139			
b	Less accumulated depreciation			21,255		2,820,884	
10a	Depletable assets						
b	Less accumulated depletion						
11	Land (net of any amortization)					1,125,043	
12a	Intangible assets (amortizable only)						
b	Less accumulated amortization						
13	Other assets (attach statement)						
14	Total assets					4,053,318	
Liabilities and Capital							
15	Accounts payable						
16	Mortgages, notes, bonds payable in less than 1 year						
17	Other current liabilities (attach statement)	See Stmt 1				53,578	
18	All nonrecourse loans						
19a	Loans from partners (or persons related to partners)						
b	Mortgages, notes, bonds payable in 1 year or more						
20	Other liabilities (attach statement)						
21	Partners' capital accounts					3,999,740	
22	Total liabilities and capital					4,053,318	

Schedule M-1 Reconciliation of Income (Loss) per Books With Income (Loss) per Return

Note. Schedule M-3 may be required instead of Schedule M-1 (see instructions).

1	Net income (loss) per books	480,490	6	Income recorded on books this year not included on Schedule K, lines 1 through 11 (itemize):	
2	Income included on Schedule K, lines 1, 2, 3c, 5, 6a, 7, 8, 9a, 10, and 11, not recorded on books this year (itemize):		a	Tax-exempt interest \$	
3	Guaranteed payments (other than health insurance)		7	Deductions included on Schedule K, lines 1 through 13d, and 16l, not charged against book income this year (itemize):	
4	Expenses recorded on books this year not included on Schedule K, lines 1 through 13d, and 16l (itemize):		a	Depreciation \$	
a	Depreciation \$		8	Add lines 6 and 7	
b	Travel and entertainment \$		9	Income (loss) (Analysis of Net Income (Loss), line 1). Subtract line 8 from line 5	480,490
5	Add lines 1 through 4	480,490			

Schedule M-2 Analysis of Partners' Capital Accounts

1	Balance at beginning of year		6	Distributions: a Cash	530,000
2	Capital contributed: a Cash	4,049,250	b	Property	
	b Property		7	Other decreases (itemize):	
3	Net income (loss) per books	480,490	8	Add lines 6 and 7	530,000
4	Other increases (itemize):		9	Balance at end of year. Subtract line 8 from line 5	3,999,740
5	Add lines 1 through 4	4,529,740			

Form **8825**(Rev. December 2010)
Department of the Treasury
Internal Revenue Service**Rental Real Estate Income and Expenses of a
Partnership or an S Corporation**▶ See instructions on back.
▶ Attach to Form 1065, Form 1065-B, or Form 1120S.

OMB No. 1545-1188

Name

Green Valley Commerce, LLC

Employer identification number

32-0345346

1 Show the type and address of each property. For each rental real estate property listed, report the number of days rented at fair rental value and days with personal use. See instructions. See page 2 to list additional properties.				
	Physical address of each property—street, city, state, ZIP code	Type—Enter code 1-8; see page 2 for list	Fair Rental Days	Personal Use Days
A	Commercial Property 3 Sunset Way Henderson NV 89014	4 Commercial		
B				
C				
D				

		Properties			
		A	B	C	D
2	Gross rents	253,319			
Rental Real Estate Expenses					
3	Advertising	200			
4	Auto and travel				
5	Cleaning and maintenance	6,489			
6	Commissions				
7	Insurance	6,909			
8	Legal and other professional fees	6,441			
9	Interest				
10	Repairs	1,293			
11	Taxes	11,394			
12	Utilities	15,310			
13	Wages and salaries				
14	Depreciation (see instructions)	21,256			
15	Other (list) ▶ See Statement 2	14,802			
16	Total expenses for each property. Add lines 3 through 15	84,094			
17	Income or (Loss) from each property. Subtract line 16 from line 2	169,225			
18a	Total gross rents. Add gross rents from line 2, columns A through H			253,319	
b	Total expenses. Add total expenses from line 16, columns A through H			84,094	
19	Net gain (loss) from Form 4797, Part II, line 17, from the disposition of property from rental real estate activities				
20a	Net income (loss) from rental real estate activities from partnerships, estates, and trusts in which this partnership or S corporation is a partner or beneficiary (from Schedule K-1)				
b	Identify below the partnerships, estates, or trusts from which net income (loss) is shown on line 20a. Attach a schedule if more space is needed:				
(1) Name		(2) Employer identification number			
21	Net rental estate income (loss). Combine lines 18a through 20a. Enter the result here and on: • Form 1065 or 1120S: Schedule K, line 2, or • Form 1065-B: Part I, line 4			169,225	

For Paperwork Reduction Act Notice, see back of form.

DAA

Form **8825** (12-2010)**APPENDIX (PX)000477**

**SCHEDULE B-1
(Form 1065)**(Rev. December 2011)
Department of the Treasury
Internal Revenue Service**Information on Partners Owning 50% or
More of the Partnership**

▶ Attach to Form 1065. See instructions on back.

OMB No. 1545-0099

Name of partnership

Green Valley Commerce, LLC

Employer identification number (EIN)

32-0345346**Part I** **Entities Owning 50% or More of the Partnership** (Form 1065, Schedule B, Question 3a)

Complete columns (i) through (v) below for any foreign or domestic corporation, partnership (including any entity treated as a partnership), trust, tax-exempt organization, or any foreign government that owns, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership (see instructions).

(i) Name of Entity	(ii) Employer Identification Number (if any)	(iii) Type of Entity	(iv) Country of Organization	(v) Maximum Percentage Owned in Profit, Loss, or Capital
CLA Properties, LLC	800-14-7540	Partnership	United States	70.241966

Part II **Individuals or Estates Owning 50% or More of the Partnership** (Form 1065, Schedule B, Question 3b)

Complete columns (i) through (iv) below for any individual or estate that owns, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership (see instructions).

(i) Name of Individual or Estate	(ii) Identifying Number (if any)	(iii) Country of Citizenship (see instructions)	(iv) Maximum Percentage Owned in Profit, Loss, or Capital
Shahram Bidsal	549-55-3193	United States	50.000000

For Paperwork Reduction Act Notice, see the Instructions for Form 1065.

Schedule B-1 (Form 1065) (Rev. 12-2011)

651111

OMB No. 1545-0099

Partner# 1
Schedule K-1
(Form 1065)

Department of the Treasury
Internal Revenue Service

For calendar year 2011, or tax

year beginning **05/26/2011**

ending 12/31/2011

Partner's Share of Income, Deductions, Credits, etc. ▶ See back of form and separate instructions.

► See back of form and separate instructions.

Part I Information About the Partnership																
A	Partnership's employer identification number 32-0345346															
B	Partnership's name, address, city, state, and ZIP code Green Valley Commerce, LLC 9155 South Las Vegas Blvd., Ste 200 Las Vegas NV 89123															
C	IRS Center where partnership filed return Ogden, UT															
D	<input type="checkbox"/> Check if this is a publicly traded partnership (PTP)															
Part II Information About the Partner																
E	Partner's identifying number 800-14-7540															
F	Partner's name, address, city, state, and ZIP code CLA Properties, LLC 2801 South Main Street Los Angeles CA 90007															
G	<input type="checkbox"/> General partner or LLC member-manager <input checked="" type="checkbox"/> Limited partner or other LLC member															
H	<input checked="" type="checkbox"/> Domestic partner <input type="checkbox"/> Foreign partner															
I	What type of entity is this partner? <u>Partnership</u>															
J	Partner's share of profit, loss, and capital (see instructions):															
	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th style="text-align: left; border-bottom: 1px solid black;">Beginning</th> <th style="text-align: left; border-bottom: 1px solid black;">Ending</th> </tr> </thead> <tbody> <tr> <td style="border-right: 1px solid black;">Profit</td> <td>50.000000 %</td> <td>50.000000 %</td> </tr> <tr> <td style="border-right: 1px solid black;">Loss</td> <td>50.000000 %</td> <td>50.000000 %</td> </tr> <tr> <td style="border-right: 1px solid black;">Capital</td> <td>70.000000 %</td> <td>70.241966 %</td> </tr> </tbody> </table>		Beginning	Ending	Profit	50.000000 %	50.000000 %	Loss	50.000000 %	50.000000 %	Capital	70.000000 %	70.241966 %			
	Beginning	Ending														
Profit	50.000000 %	50.000000 %														
Loss	50.000000 %	50.000000 %														
Capital	70.000000 %	70.241966 %														
K	Partner's share of liabilities at year end:															
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Nonrecourse</td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 30%;"></td> </tr> <tr> <td>Qualified nonrecourse financing</td> <td style="text-align: right;">\$</td> <td></td> </tr> <tr> <td>Recourse</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">26,789</td> </tr> </table>	Nonrecourse	\$		Qualified nonrecourse financing	\$		Recourse	\$	26,789						
Nonrecourse	\$															
Qualified nonrecourse financing	\$															
Recourse	\$	26,789														
L	Partner's capital account analysis:															
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Beginning capital account</td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 30%;"></td> </tr> <tr> <td>Capital contributed during the year</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">2,834,250</td> </tr> <tr> <td>Current year increase (decrease)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">240,246</td> </tr> <tr> <td>Withdrawals & distributions</td> <td style="text-align: right;">\$ (</td> <td style="text-align: right;">265,000)</td> </tr> <tr> <td>Ending capital account</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">2,809,496</td> </tr> </table>	Beginning capital account	\$		Capital contributed during the year	\$	2,834,250	Current year increase (decrease)	\$	240,246	Withdrawals & distributions	\$ (265,000)	Ending capital account	\$	2,809,496
Beginning capital account	\$															
Capital contributed during the year	\$	2,834,250														
Current year increase (decrease)	\$	240,246														
Withdrawals & distributions	\$ (265,000)														
Ending capital account	\$	2,809,496														
	<input checked="" type="checkbox"/> Tax basis <input type="checkbox"/> GAAP <input type="checkbox"/> Section 704(b) book <input type="checkbox"/> Other (explain)															
M	Did the partner contribute property with a built-in gain or loss?															
	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes," attach statement (see instructions)															

Final K-1		Amended K-1		OMB No. 1545-0099	
Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items					
1	Ordinary business income (loss)	15	Credits		
2	Net rental real estate income (loss)				
*	84,613				
3	Other net rental income (loss)	16	Foreign transactions		
4	Guaranteed payments				
5	Interest income				
	155,633				
6a	Ordinary dividends				
6b	Qualified dividends				
7	Royalties				
8	Net short-term capital gain (loss)				
9a	Net long-term capital gain (loss)	17	Alternative minimum tax (AMT) items		
9b	Collectibles (28%) gain (loss)				
9c	Unrecaptured section 1250 gain				
10	Net section 1231 gain (loss)	18	Tax-exempt income and nondeductible expenses		
11	Other income (loss)				
		19	Distributions		
12	Section 179 deduction	A	265,000		
13	Other deductions				
		20	Other information		
		A	155,633		
		Y*	STMT		
14	Self-employment earnings (loss)				

For IRS Use Only

*See attached statement for additional information.

51111

OMB No. 1545-0089

Partner# 2
Schedule K-1
(Form 1065)

2011

Department of the Treasury
 Internal Revenue Service

For calendar year 2011, or tax

year beginning **05/26/2011**

ending **12/31/2011**

Partner's Share of Income, Deductions, Credits, etc. ▶ See back of form and separate instructions.

☐ Final K-1

☐ Amended K-1

Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss)	15	Credits
2	Net rental real estate income (loss)		
*	84,612		
3	Other net rental income (loss)	16	Foreign transactions
4	Guaranteed payments		
5	Interest income		
	155,632		
6a	Ordinary dividends		
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9a	Net long-term capital gain (loss)	17	Alternative minimum tax (AMT) items
9b	Collectibles (28%) gain (loss)		
9c	Unrecaptured section 1250 gain		
10	Net section 1231 gain (loss)	18	Tax-exempt income and nondeductible expenses
11	Other income (loss)		
		19	Distributions
12	Section 179 deduction	A	265,000
13	Other deductions		
		20	Other information
		A	155,632
14	Self-employment earnings (loss)		

*See attached statement for additional information.

For IRS Use Only



Part I Information About the Partnership													
A	Partnership's employer identification number 32-0345346												
B	Partnership's name, address, city, state, and ZIP code Green Valley Commerce, LLC 9155 South Las Vegas Blvd., Ste 200 Las Vegas NV 89123												
C	IRS Center where partnership filed return Ogden, UT												
D	<input type="checkbox"/> Check if this is a publicly traded partnership (PTP)												
Part II Information About the Partner													
E	Partner's identifying number 549-55-3193												
F	Partner's name, address, city, state, and ZIP code Shahram Bidsal 14039 Sherman Way Blvd., Suite 201 Van Nuys CA 91405												
G	<input type="checkbox"/> General partner or LLC member-manager <input checked="" type="checkbox"/> Limited partner or other LLC member												
H	<input checked="" type="checkbox"/> Domestic partner <input type="checkbox"/> Foreign partner												
I	What type of entity is this partner? Individual												
J	Partner's share of profit, loss, and capital (see instructions): <table border="1"> <thead> <tr> <th></th> <th>Beginning</th> <th>Ending</th> </tr> </thead> <tbody> <tr> <td>Profit</td> <td>50.000000 %</td> <td>50.000000 %</td> </tr> <tr> <td>Loss</td> <td>50.000000 %</td> <td>50.000000 %</td> </tr> <tr> <td>Capital</td> <td>30.000000 %</td> <td>29.758034 %</td> </tr> </tbody> </table>		Beginning	Ending	Profit	50.000000 %	50.000000 %	Loss	50.000000 %	50.000000 %	Capital	30.000000 %	29.758034 %
	Beginning	Ending											
Profit	50.000000 %	50.000000 %											
Loss	50.000000 %	50.000000 %											
Capital	30.000000 %	29.758034 %											
K	Partner's share of liabilities at year end: Nonrecourse \$ _____ Qualified nonrecourse financing \$ _____ Recourse \$ 26,789												
L	Partner's capital account analysis: Beginning capital account \$ _____ Capital contributed during the year \$ 1,215,000 Current year increase (decrease) \$ 240,244 Withdrawals & distributions \$ (265,000) Ending capital account \$ 1,190,244 <input checked="" type="checkbox"/> Tax basis <input type="checkbox"/> GAAP <input type="checkbox"/> Section 704(b) book <input type="checkbox"/> Other (explain) _____												
M	Did the partner contribute property with a built-in gain or loss? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes," attach statement (see instructions)												

Form **4562**

Depreciation and Amortization (Including Information on Listed Property)

OMB No. 1545-0172

2011Attachment
Sequence No. **179**Department of the Treasury
Internal Revenue Service (99)

▶ See separate instructions.

▶ Attach to your tax return.

Name(s) shown on return

Green Valley Commerce, LLC

Identifying number

32-0345346

Business or activity to which this form relates

Commercial Property**Part I Election To Expense Certain Property Under Section 179****Note:** If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount (see instructions)	1	500,000
2	Total cost of section 179 property placed in service (see instructions)	2	
3	Threshold cost of section 179 property before reduction in limitation (see instructions)	3	2,000,000
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	
6	(a) Description of property	(b) Cost (business use only)	(c) Elected cost
7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	
9	Tentative deduction. Enter the smaller of line 5 or line 8	9	
10	Carryover of disallowed deduction from line 13 of your 2010 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5 (see instructions)	11	
12	Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11	12	
13	Carryover of disallowed deduction to 2012. Add lines 9 and 10, less line 12	13	

Note: Do not use Part II or Part III below for listed property. Instead, use Part V.**Part II Special Depreciation Allowance and Other Depreciation (Do not include listed property.) (See instructions)**

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year (see instructions)	14	
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	

Part III MACRS Depreciation (Do not include listed property.) (See instructions.)**Section A**

17	MACRS deductions for assets placed in service in tax years beginning before 2011	17	0
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here ▶		

Section B—Assets Placed in Service During 2011 Tax Year Using the General Depreciation System

(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only—see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a 3-year property						
b 5-year property						
c 7-year property						
d 10-year property						
e 15-year property						
f 20-year property						
g 25-year property			25 yrs.		S/L	
h Residential rental property			27.5 yrs.	MM	S/L	
			27.5 yrs.	MM	S/L	
i Nonresidential real property	09/22/11	418,536	39 yrs.	MM	S/L	3,130
	Various	2,423,602	39.0	MM	S/L	18,126

Section C—Assets Placed in Service During 2011 Tax Year Using the Alternative Depreciation System

20a Class life					S/L	
b 12-year			12 yrs.		S/L	
c 40-year			40 yrs.	MM	S/L	

Part IV Summary (See instructions.)

21	Listed property. Enter amount from line 28	21	
22	Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations—see instructions	22	21,256
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

For Paperwork Reduction Act Notice, see separate instructions.

Form **4562** (2011)

DAA

There are no amounts for Page 2**APPENDIX (PX)000481**

Rent and Royalty Schedule	
Form 1065	For calendar year 2011, or tax year beginning 05/26/11 , and ending 12/31/11
2011	
Name Green Valley Commerce, LLC	Employer Identification Number 32-0345346
Property Description Commercial Property 3 Sunset Way Henderson NV 89014	Type of Activity Rental Real Estate <input checked="" type="checkbox"/> Other Rental Property <input type="checkbox"/> Royalty Property <input type="checkbox"/>
Type of property <u>Commercial</u> Number of days rented at fair rental value _____ Number of personal use days _____ Is the net income (loss) from this property included in the computation of self employment income? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Is the net income (loss) from this property included in the computation of section 179 business income? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	

Income and Expenses**Income**

Gross rents **253,319**

Gross royalties

Other income

Income from sale of property reported on Form 4797, Line 17

Total gross income **253,319**

Expense

Advertising **200**

Auto and travel

Cleaning and maintenance **6,489**

Commissions

Insurance **6,909**

Legal and professional **6,441**

Interest

Repairs **1,293**

Taxes **11,394**

Utilities **15,310**

Wages and salaries

Depreciation **21,256**

Other expenses **14,802**

Total expenses **84,094**

Less % personal use

Net deductible expenses **84,094**

Net income or loss from this property **169,225**

253,319	
	253,319
200	
6,489	
6,909	
6,441	
1,293	
11,394	
15,310	
21,256	
14,802	
84,094	
	84,094
	169,225

Federal Statements**Statement 1 - Form 1065, Schedule L, Line 17 - Other Current Liabilities**

<u>Description</u>	<u>Beginning of Year</u>	<u>End of Year</u>
Tenant Security Deposits Held	\$ <u> </u>	\$ <u>53,578</u>
Total	\$ <u> 0</u>	\$ <u>53,578</u>

Federal Statements**Statement 2 - Commercial Property - Form 8825, Line 15 - Other**

<u>Description</u>	<u>Amount</u>
Association Dues	\$ 525
Bank Charge	80
Electrical Supplies	2,902
HVAC Contract Services	1,170
HVAC Supplies	49
Life Safety	322
Management Fee	2,500
Pest Control	529
Postage and Delivery	12
Property Management Fees	3,115
Security	816
Tenant Reimbursable	1,885
Vacant Suite Maintenance	897
Total	<u>\$ 14,802</u>

32-0345346

Federal Statements

FYE: 12/31/2011

CLA Properties, LLC
800-14-7540**Schedule K-1, Line 2 - Net Rental Real Estate Income (Loss)**

<u>Description</u>	<u>Type</u>	<u>Amount</u>
Commercial Property	Commercial	\$ 84,613

Schedule K-1, Line 20Y - Additional Supplemental Information

<u>Description</u>	
Additional Alternative Minimum Tax Information:	
AMT Total Depreciation	10,628
ACE Post-1993 Property Depreciation	10,628

71115 Green Valley Commerce, LLC

32-0345346

FYE: 12/31/2011

Federal Statements

Shahram Bidsal

549-55-3193

3A.App.612
6/8/2012 6:23 AM

Schedule K-1, Line 2 - Net Rental Real Estate Income (Loss)

<u>Description</u>	<u>Type</u>	<u>Amount</u>
Commercial Property	Commercial	\$ 84,612

Filing Instructions**Green Valley Commerce, LLC****Form 8879-PE - IRS e-file Signature Authorization for Form 1065****Taxable Year Ended December 31, 2011**

Date Due: September 15, 2012

Remittance: None is required.

Signature: You are using the Personal Identification Number (PIN) for signing your return electronically. A limited liability company member should sign and date Form 8879-PE, IRS *e-file* Signature Authorization for Form 1065 and mail it to:

Main Amundson and Associates
10191 Park Run Dr Ste 200
Las Vegas, NV 89145

Other: Initial and date the copies of Forms 1065 and 8879-PE, and retain them for your records.

The return is being filed electronically with the IRS and is not required to be mailed. If a paper copy of Form 1065 is mailed to the IRS it will delay processing of the return.

Form **8879-PE****IRS e-file Signature Authorization
for Form 1065**

OMB No. 1545-2042

For calendar year 2011, or tax year beginning **05/26/11**, ending **12/31/11****2011**Department of the Treasury
Internal Revenue Service

▶ See instructions. Do not send to the IRS. Keep for your records.

Name of partnership

Employer identification number

Green Valley Commerce, LLC**32-0345346****Part I Return Information (Whole dollars only)**

1	Gross receipts or sales less returns and allowances (Form 1065, line 1e)	1	
2	Gross profit (Form 1065, line 3)	2	
3	Ordinary business income (loss) (Form 1065, line 22)	3	
4	Net rental real estate income (loss) (Form 1065, Schedule K, line 2)	4	169,225
5	Other net rental income (loss) (Form 1065, Schedule K, line 3c)	5	

Part II Declaration and Signature Authorization of General Partner or Limited Liability Company Member Manager (Be sure to get a copy of the partnership's return)

Under penalties of perjury, I declare that I am a general partner or limited liability company member manager of the above partnership and that I have examined a copy of the partnership's 2011 electronic return of partnership income and accompanying schedules and statements and to the best of my knowledge and belief, it is true, correct, and complete. I further declare that the amounts in Part I above are the amounts shown on the copy of the partnership's electronic return of partnership income. I consent to allow my electronic return originator (ERO), transmitter, or intermediate service provider to send the partnership's return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission and (b) the reason for any delay in processing the return. I have selected a personal identification number (PIN) as my signature for the partnership's electronic return of partnership income.

General Partner or Limited Liability Company Member Manager's PIN: check one box only

- ☒ I authorize **Main Amundson and Associates** to enter my PIN **71115** as my signature
ERO firm name do not enter all zeros
 on the partnership's 2011 electronically filed return of partnership income.
- ☐ As a general partner or limited liability company member manager of the partnership, I will enter my PIN as my signature on the partnership's 2011 electronically filed return of partnership income.

General partner or limited liability company member manager's signature ▶

Title ▶ **LLC Member** **Shahram Bidsal**

Date ▶

Part III Certification and AuthenticationERO's EFIN/PIN. Enter your six-digit EFIN followed by your five-digit self-selected PIN. **88202410001**
do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2011 electronically filed return of partnership income for the partnership indicated above. I confirm that I am submitting this return in accordance with the requirements of Pub. 3112, IRS e-file Application and Participation, and Pub. 4163, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature ▶

Date ▶ **06/08/12**

ERO Must Retain This Form — See Instructions
Do Not Submit This Form to the IRS Unless Requested To Do So

For Paperwork Reduction Act Notice, see instructions.

Form **8879-PE** (2011)

EXHIBIT 129



Nevada Title Company

SELLER'S CLOSING STATEMENT Final

Escrow Number: 12-03-0765-BB
Escrow Officer: Brenda Burns

Title Order Number: 12-03-0765-BB
Date: 09/10/2012 - 11:03:26AM
Closing Date: 09/10/2012

Buyer/Borrower: 2 Saints, LLC, a Nevada limited liability company

Seller: IPX 1031 Exchange Services, Inc., a California corporation, as Qualified Intermediary under Exchange No. EX-09-15048
for Green Valley Commerce, LLC, a Nevada limited liability company

Property: 1 & 3 Sunset Way, Building C, Henderson, NV

DESCRIPTION	DEBITS	CREDITS
TOTAL CONSIDERATION		1,025,000.00
PRORATIONS/ADJUSTMENTS:		
Property Tax @ 4,501.35 per 1 year(s) 9/10/2012 to 7/01/2013		3,638.61 ⁸⁰⁰⁰
September Rents & CAMs @ 11,191.74 per 1 month(s) 9/01/2012 to 9/10/2012		3,357.52 ³⁹⁰⁰⁰
Association Dues @ 229.96 per 1 month(s) 9/10/2012 to 1/01/2013		850.85 ⁴⁰⁰⁰⁰
COMMISSION(S):		
Listing Broker: Millennium Commercial Properties	20,500.00	
Selling Broker: Best Realty Finders	30,750.00	51250
TITLE CHARGES		
Owner's Premium for 1,025,000.00: Nevada Title Company	973.75	
RPTT Fee: Nevada Title Company	5,227.50	
Recording fees CC&Rs: Nevada Title Company	123.00	
Record CC&Rs + Reconveyance: Nevada Title Company	93.00	
ESCROW CHARGES TO: Nevada Title Company		
Escrow Fee	620.50	
Federal Express Fee	30.00	
Loan/Exchange Tie - In fees	150.00	
LENDER CHARGES		
New to Green Valley Commerce, LLC, a Nevada limited liability company:	75,000.00	
ADDITIONAL DISBURSEMENTS:		
Exchange Fee: Investment Property Exchange Services, Inc.	750.00	
BALANCE DUE YOU	898,629.23	
TOTALS	1,032,846.98	1,032,846.98

898,629.23 - left in Escrow Acct
1,033.65 - 1099INT Statement
899,662.88 - Acct 12000 Funds
Held in Exchange
company



Nevada Title Company

Date: 10/19/2012

11:05AM

Page No.: 1

Loan Amortization Schedule

Prepared for: 2 Saints, LLC, a Nevada limited liability company
 Loan Number: EX-09-15048
 By: Nevada Title Company

Loan Information:

Interest Begins Date:	9/10/2012	Payment Amount:	\$6,454.98
First Payment Due:	10/10/2012	Last Payment:	\$6,455.00
Last Payment Due:	9/10/2013	Report Start Payment No.:	1 10/10/2012
Principal:	\$75,000.00	Report End Payment No.:	12 9/10/2013
Interest Rate:	6.0000%	Balloon at Payment No.:	12
No. Of Payments:	12	Report Beginning Balance:	\$75,000.00
Payment Method:	Monthly		

Pymnt Nbr.	Payment Due Date	Payment Amount	Interest Paid	Principal Paid	Unpaid Interest	Remaining Bal.
1	10/10/2012	6,454.98	375.00	6,079.98	0.00	68,920.02
2	11/10/2012	6,454.98	344.60	6,110.38	0.00	62,809.64
3	12/10/2012	6,454.98	314.05	6,140.93	0.00	56,668.71
Total for 2012:		19,364.94	(1,033.65)	18,331.29	0.00	
✓ 4	1/10/2013	6,454.98	283.34	6,171.64	0.00	50,497.07
✓ 5	2/10/2013	6,454.98	252.49	6,202.49	0.00	44,294.58
✓ 6	3/10/2013	6,454.98	221.47	6,233.51	0.00	38,061.07
✓ 7	4/10/2013	6,454.98	190.31	6,264.67	0.00	31,796.40
✓ 8	5/10/2013	6,454.98	158.98	6,296.00	0.00	25,500.40
✓ 9	6/10/2013	6,454.98	127.50	6,327.48	0.00	19,172.92
✓ 10	7/10/2013	6,454.98	95.86	6,359.12	0.00	12,813.80
11	8/10/2013	6,454.98	64.07	6,390.91	0.00	6,422.89
12	9/10/2013	6,455.00	32.11	6,422.89	0.00	0.00
Total for 2013:		58,094.84	1,426.13	56,668.71	0.00	
TOTALS:		77,459.78	2,459.78	75,000.00	0.00	

Ties to 1099

947.64 in escrow

on TB

Funds are deposited into Exchange Comp

EXHIBIT 130

1st 3 years	→ Total Consideration	\$ 1,025,000.00
Way Blage	Cost of Sales	126,370.77
	Net Proceeds	898,629.23
	Cost to buy	846,560.18
	Cost to Acquire Granway Village	56,560.18 - closing cost
	Net Gain	790,000.00
	Add monthly Payment Principal	52,069.05
	Total Gain - Return of Capital	43,203.60
		(X) 95,272.65
Returning Capital	→ 30% - Shawn	28,581.79
	→ 70% - Ben	66,690.86
		95,272.65

4/22/2013

Benjamin Golshani/CLA Properties,LLC

**66,690.86

Sixty-Six Thousand Six Hundred Ninety and 86/100*****

Benjamin Golshani/CLA Properties,LLC
 c/o CLA Properties, LLC
 2801 S. Main Street
 Los Angeles, CA. 90007

Return of Capital

Benjamin Golshani/CLA Properties,LLC

4/22/2013

Return of Capital - Benjamin Golshani

66,690.86

B/dg c

Green Valley Commer Return of Capital

66,690.86

Benjamin Golshani/CLA Properties,LLC

4/22/2013

Return of Capital - Benjamin Golshani

66,690.86

Green Valley Commer Return of Capital

66,690.86

4/22/2013

Shahram Bidsal

**28,581.79

Twenty-Eight Thousand Five Hundred Eighty-One and 79/100*****

Shahram Bidsal

Return of Capital

Shahram Bidsal

Return of Capital - Shahram Bidsal

4/22/2013

28,581.79

Bldg C

Green Valley Commer Return of Capital

28,581.79

Shahram Bidsal

Return of Capital - Shahram Bidsal

4/22/2013

28,581.79

Green Valley Commer Return of Capital

28,581.79

EXHIBIT 131

Form 1065 Department of the Treasury Internal Revenue Service		U.S. Return of Partnership Income For calendar year 2012, or tax year beginning _____, ending _____ Information about Form 1065 and its separate instructions is at www.irs.gov/form1065.		OMB No. 1545-0099 2012
A Principal business activity Real Estate	Print or type.	Name of partnership Green Valley Commerce, LLC Number, street, and room or suite no. If a P.O. box, see the instructions. 9155 South Las Vegas Blvd., Ste 200 City or town, state, and ZIP code Las Vegas NV 89123	D Employer identification number 32-0345346	E Date business started 05/26/2011
B Principal product or service Investment			F Total assets (see the instructions) \$ 4,488,839	
C Business code number 531120				

G Check applicable boxes: (1) ☐ Initial return (2) ☐ Final return (3) ☐ Name change (4) ☐ Address change (5) ☐ Amended return (6) ☐ Technical termination - also check (1) or (2)

H Check accounting method: (1) ☒ Cash (2) ☐ Accrual (3) ☐ Other (specify) _____

I Number of Schedules K-1. Attach one for each person who was a partner at any time during the tax year **2**

J Check if Schedules C and M-3 are attached ☐

Caution. Include only trade or business income and expenses on lines 1a through 22 below. See the instructions for more information.

Income	1a Gross receipts or sales	1a		
	b Returns and allowances	1b		
	c Balance. Subtract line 1b from line 1a			1c
	2 Cost of goods sold (attach Form 1125-A)			2
	3 Gross profit. Subtract line 2 from line 1c			3
	4 Ordinary income (loss) from other partnerships, estates, and trusts (attach statement)			4
	5 Net farm profit (loss) (attach Schedule F (Form 1040))			5
	6 Net gain (loss) from Form 4797, Part II, line 17 (attach Form 4797)			6
7 Other income (loss) (attach statement)			7	
8 Total income (loss). Combine lines 3 through 7			8	
Deductions (see the instructions for limitations)	9 Salaries and wages (other than to partners) (less employment credits)			9
	10 Guaranteed payments to partners			10
	11 Repairs and maintenance			11
	12 Bad debts			12
	13 Rent			13
	14 Taxes and licenses			14
	15 Interest			15
	16a Depreciation (if required, attach Form 4562)	16a	146,304	
	b Less depreciation reported on Form 1125-A and elsewhere on return	16b	146,304	16c
	17 Depletion (Do not deduct oil and gas depletion.)			17
	18 Retirement plans, etc.			18
	19 Employee benefit programs			19
	20 Other deductions (attach statement)			20
	21 Total deductions. Add the amounts shown in the far right column for lines 9 through 20			21
22 Ordinary business income (loss). Subtract line 21 from line 8			22	

Sign Here	Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than general partner or limited liability company member manager) is based on all information of which preparer has any knowledge.		May the IRS discuss this return with the preparer shown below (see instructions)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
	Signature of general partner or limited liability company member manager _____		Date _____		
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	James D. Main		09/10/13		P00172333
	Firm's name Main Amundson and Associates	Firm's EIN 88-0482906			
	Firm's address 10191 Park Run Dr Ste 200 Las Vegas, NV 89145	Phone no. 702-259-6222			

For Paperwork Reduction Act Notice, see separate instructions.

Form 1065 (2012)

Form 1065 (2012) **Green Valley Commerce, LLC****32-0345346**Page **2****Schedule B Other Information**

1 What type of entity is filing this return? Check the applicable box:	Yes	No
a <input type="checkbox"/> Domestic general partnership		
b <input type="checkbox"/> Domestic limited partnership		
c <input checked="" type="checkbox"/> Domestic limited liability company		
d <input type="checkbox"/> Domestic limited liability partnership		
e <input type="checkbox"/> Foreign partnership		
f <input type="checkbox"/> Other <input type="checkbox"/>		
2 At any time during the tax year, was any partner in the partnership a disregarded entity, a partnership (including an entity treated as a partnership), a trust, an S corporation, an estate (other than an estate of a deceased partner), or a nominee or similar person?	X	
3 At the end of the tax year:		
a Did any foreign or domestic corporation, partnership (including any entity treated as a partnership), trust, or tax-exempt organization, or any foreign government own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership? For rules of constructive ownership, see instructions. If "Yes," attach Schedule B-1, Information on Partners Owning 50% or More of the Partnership	X	
b Did any individual or estate own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership? For rules of constructive ownership, see instructions. If "Yes," attach Schedule B-1, Information on Partners Owning 50% or More of the Partnership	X	
4 At the end of the tax year, did the partnership:		
a Own directly 20% or more, or own, directly or indirectly, 50% or more of the total voting power of all classes of stock entitled to vote of any foreign or domestic corporation? For rules of constructive ownership, see instructions. If "Yes," complete (i) through (iv) below		X
(i) Name of Corporation	(ii) Employer Identification Number (if any)	(iii) Country of Incorporation
b Own directly an interest of 20% or more, or own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital in any foreign or domestic partnership (including an entity treated as a partnership) or in the beneficial interest of a trust? For rules of constructive ownership, see instructions. If "Yes," complete (i) through (v) below		X
(i) Name of Entity	(ii) Employer Identification Number (if any)	(iii) Type of Entity
5 Did the partnership file Form 8893, Election of Partnership Level Tax Treatment, or an election statement under section 6231(a)(1)(B)(ii) for partnership-level tax treatment, that is in effect for this tax year? See Form 8893 for more details		X
6 Does the partnership satisfy all four of the following conditions?		
a The partnership's total receipts for the tax year were less than \$250,000.		
b The partnership's total assets at the end of the tax year were less than \$1 million.		
c Schedules K-1 are filed with the return and furnished to the partners on or before the due date (including extensions) for the partnership return.		
d The partnership is not filing and is not required to file Schedule M-3		X
If "Yes," the partnership is not required to complete Schedules L, M-1, and M-2; Item F on page 1 of Form 1065; or Item L on Schedule K-1.		
7 Is this partnership a publicly traded partnership as defined in section 469(k)(2)?		X
8 During the tax year, did the partnership have any debt that was cancelled, was forgiven, or had the terms modified so as to reduce the principal amount of the debt?		X
9 Has this partnership filed, or is it required to file, Form 8918, Material Advisor Disclosure Statement, to provide information on any reportable transaction?		X
10 At any time during calendar year 2012, did the partnership have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? See the instructions for exceptions and filing requirements for Form TD F 90-22.1, Report of Foreign Bank and Financial Accounts. If "Yes," enter the name of the foreign country. <input type="checkbox"/>		X

Form **1065** (2012)

DAA

APPENDIX (PX)0004983A.App.624
CLA_Bidsal 0002543

Form 1065 (2012) **Green Valley Commerce, LLC****32-0345346**Page **3****Schedule B Other Information (continued)**

	Yes	No
11 At any time during the tax year, did the partnership receive a distribution from, or was it the grantor of, or transferor to, a foreign trust? If "Yes," the partnership may have to file Form 3520, Annual Return To Report Transactions With Foreign Trusts and Receipt of Certain Foreign Gifts. See instructions		X
12a Is the partnership making, or had it previously made (and not revoked), a section 754 election? See instructions for details regarding a section 754 election.		X
b Did the partnership make for this tax year an optional basis adjustment under section 743(b) or 734(b)? If "Yes," attach a statement showing the computation and allocation of the basis adjustment. See instructions		X
c Is the partnership required to adjust the basis of partnership assets under section 743(b) or 734(b) because of a substantial built-in loss (as defined under section 743(d)) or substantial basis reduction (as defined under section 734(d))? If "Yes," attach a statement showing the computation and allocation of the basis adjustment. See instructions.		X
13 Check this box if, during the current or prior tax year, the partnership distributed any property received in a like-kind exchange or contributed such property to another entity (other than disregarded entities wholly-owned by the partnership throughout the tax year) ▶ <input type="checkbox"/>		
14 At any time during the tax year, did the partnership distribute to any partner a tenancy-in-common or other undivided interest in partnership property?		X
15 If the partnership is required to file Form 8858, Information Return of U.S. Persons With Respect To Foreign Disregarded Entities, enter the number of Forms 8858 attached. See instructions ▶		
16 Does the partnership have any foreign partners? If "Yes," enter the number of Forms 8805, Foreign Partner's Information Statement of Section 1446 Withholding Tax, filed for this partnership. ▶		X
17 Enter the number of Forms 8865, Return of U.S. Persons With Respect to Certain Foreign Partnerships, attached to this return. ▶		
18a Did you make any payments in 2012 that would require you to file Form(s) 1099? See instructions	X	
b If "Yes," did you or will you file required Form(s) 1099?	X	
19 Enter the number of Form(s) 5471, Information Return of U.S. Persons With Respect To Certain Foreign Corporations, attached to this return. ▶ 0		
20 Enter the number of partners that are foreign governments under section 892. ▶ 0		

Designation of Tax Matters Partner (see instructions)

Enter below the general partner or member-manager designated as the tax matters partner (TMP) for the tax year of this return:

Name of designated TMP	▶ Shahram Bidsal	Identifying number of TMP	▶ 549-55-3193
If the TMP is an entity, name of TMP representative	▶	Phone number of TMP	▶ 818-901-8800
Address of designated TMP	▶ 14039 Sherman Way Blvd., Suite 201 Van Nuys CA 91405		

Form **1065** (2012)

Form 1065 (2012) **Green Valley Commerce, LLC****32-0345346**

Page 4

Schedule K Partners' Distributive Share Items		Total amount		
Income (Loss)	1 Ordinary business income (loss) (page 1, line 22)	1		
	2 Net rental real estate income (loss) (attach Form 8825)	2	338,854	
	3a Other gross rental income (loss)	3a		
	b Expenses from other rental activities (attach statement)	3b		
	c Other net rental income (loss). Subtract line 3b from line 3a	3c		
	4 Guaranteed payments	4		
	5 Interest income	5	1,034	
	6 Dividends: a Ordinary dividends	6a		
	b Qualified dividends	6b		
	7 Royalties	7		
	8 Net short-term capital gain (loss) (attach Schedule D (Form 1065))	8		
Deductions	9a Net long-term capital gain (loss) (attach Schedule D (Form 1065))	9a		
	b Collectibles (28%) gain (loss)	9b		
	c Unrecaptured section 1250 gain (attach statement)	9c		
	10 Net section 1231 gain (loss) (attach Form 4797)	10		
	11 Other income (loss) (see instructions) Type ▶	11		
	12 Section 179 deduction (attach Form 4562)	12		
	13a Contributions	13a		
	b Investment interest expense	13b		
	c Section 59(e)(2) expenditures:			
	(1) Type ▶	(2) Amount ▶	13c(2)	
	d Other deductions (see instructions) Type ▶ See Statement 1		13d	51,867
Self-Employment	14a Net earnings (loss) from self-employment	14a		
	b Gross farming or fishing income	14b		
	c Gross nonfarm income	14c		
Credits	15a Low-income housing credit (section 42(j)(5))	15a		
	b Low-income housing credit (other)	15b		
	c Qualified rehabilitation expenditures (rental real estate) (attach Form 3468)	15c		
	d Other rental real estate credits (see instructions) Type ▶	15d		
	e Other rental credits (see instructions) Type ▶	15e		
	f Other credits (see instructions) Type ▶	15f		
Foreign Transactions	16a Name of country or U.S. possession ▶			
	b Gross income from all sources	16b		
	c Gross income sourced at partner level	16c		
	Foreign gross income sourced at partnership level			
	d Passive category ▶	e General category ▶	f Other ▶	16f
	Deductions allocated and apportioned at partner level			
	g Interest expense ▶	h Other ▶	16h	
	Deductions allocated and apportioned at partnership level to foreign source income			
	i Passive category ▶	j General category ▶	k Other ▶	16k
	l Total foreign taxes (check one): ▶ Paid <input type="checkbox"/> Accrued <input type="checkbox"/>	16l		
m Reduction in taxes available for credit (attach statement)	16m			
n Other foreign tax information (attach statement)				
Alternative Minimum Tax (AMT) Items	17a Post-1986 depreciation adjustment	17a		
	b Adjusted gain or loss	17b		
	c Depletion (other than oil and gas)	17c		
	d Oil, gas, and geothermal properties – gross income	17d		
	e Oil, gas, and geothermal properties – deductions	17e		
	f Other AMT items (attach statement)	17f		
Other Information	18a Tax-exempt interest income	18a		
	b Other tax-exempt income	18b		
	c Nondeductible expenses	18c		
	19a Distributions of cash and marketable securities	19a	468,430	
	b Distributions of other property	19b		
	20a Investment income	20a	1,034	
b Investment expenses	20b			
c Other items and amounts (attach statement)				

Form **1065** (2012)

DAA

APPENDIX (PX)0005003A.App.626
CLA_Bidsal 0002545

Analysis of Net Income (Loss)

1	Net income (loss). Combine Schedule K, lines 1 through 11. From the result, subtract the sum of Schedule K, lines 12 through 13d, and 16l					1	288,021	
2	Analysis by partner type:		(i) Corporate	(ii) Individual (active)	(iii) Individual (passive)	(iv) Partnership	(v) Exempt organization	(vi) Nominee/Other
a	General partners							
b	Limited partners				144,011	144,010		

Schedule L Balance Sheets per Books		Beginning of tax year		End of tax year	
Assets		(a)	(b)	(c)	(d)
1	Cash		107,391		112,515
2a	Trade notes and accounts receivable				
b	Less allowance for bad debts				
3	Inventories				
4	U.S. government obligations				
5	Tax-exempt securities				
6	Other current assets (attach statement) See Stmt 2				974,663
7a	Loans to partners (or persons related to partners)				
b	Mortgage and real estate loans				
8	Other investments (attach statement)				
9a	Buildings and other depreciable assets	2,842,139		2,922,432	
b	Less accumulated depreciation	21,255	2,820,884	195,564	2,726,868
10a	Depletable assets				
b	Less accumulated depletion				
11	Land (net of any amortization)		1,125,043		674,793
12a	Intangible assets (amortizable only)				
b	Less accumulated amortization				
13	Other assets (attach statement)				
14	Total assets		4,053,318		4,488,839
Liabilities and Capital					
15	Accounts payable				
16	Mortgages, notes, bonds payable in less than 1 year				
17	Other current liabilities (attach statement) See Stmt 3		53,578		669,508
18	All nonrecourse loans				
19a	Loans from partners (or persons related to partners)				
b	Mortgages, notes, bonds payable in 1 year or more				
20	Other liabilities (attach statement)				
21	Partners' capital accounts		3,999,740		3,819,331
22	Total liabilities and capital		4,053,318		4,488,839

Schedule M-1 Reconciliation of Income (Loss) per Books With Income (Loss) per Return

Note. Schedule M-3 may be required instead of Schedule M-1 (see instructions).

1	Net income (loss) per books	288,021	5	Income recorded on books this year not included on Schedule K, lines 1 through 11 (itemize):	
2	Income included on Schedule K, lines 1, 2, 3c, 5, 6a, 7, 8, 9a, 10, and 11, not recorded on books this year (itemize):		a	Tax-exempt interest \$	
3	Guaranteed payments (other than health insurance)		7	Deductions included on Schedule K, lines 1 through 13d, and 16l, not charged against book income this year (itemize):	
4	Expenses recorded on books this year not included on Schedule K, lines 1 through 13d, and 16l (itemize):		a	Depreciation \$	
a	Depreciation \$				
b	Travel and entertainment \$		8	Add lines 6 and 7	
			9	Income (loss) (Analysis of Net Income (Loss), line 1). Subtract line 8 from line 5	288,021
5	Add lines 1 through 4	288,021			

Schedule M-2 Analysis of Partners' Capital Accounts

1	Balance at beginning of year	3,999,740	6	Distributions: a Cash	468,430
2	Capital contributed: a Cash		b	Property	
	b Property				
3	Net income (loss) per books	288,021	7	Other decreases (itemize):	
4	Other increases (itemize):				
			8	Add lines 6 and 7	468,430
5	Add lines 1 through 4	4,287,761	9	Balance at end of year. Subtract line 8 from line 5	3,819,331

Form **8825**
(Rev. December 2010)
Department of the Treasury
Internal Revenue Service

Rental Real Estate Income and Expenses of a Partnership or an S Corporation

▶ See instructions on back.
▶ Attach to Form 1065, Form 1065-B, or Form 1120S.

OMB No. 1545-1186

Name **Green Valley Commerce, LLC** Employer identification number **32-0345346**

1 Show the type and address of each property. For each rental real estate property listed, report the number of days rented at fair rental value and days with personal use. See instructions. See page 2 to list additional properties.				
	Physical address of each property—street, city, state, ZIP code	Type—Enter code 1-8; see page 2 for list	Fair Rental Days	Personal Use Days
A	Commercial Property 3 Sunset Way Henderson NV 89014	4 Commercial	366	
B				
C				
D				

		Properties			
		A	B	C	D
2	Gross rents	2	679,383		
Rental Real Estate Expenses					
3	Advertising	3			
4	Auto and travel	4			
5	Cleaning and maintenance	5	8,537		
6	Commissions	6	2,346		
7	Insurance	7	15,780		
8	Legal and other professional fees	8	4,010		
9	Interest	9			
10	Repairs	10	2,215		
11	Taxes	11	67,183		
12	Utilities	12	53,075		
13	Wages and salaries	13	6,593		
14	Depreciation (see instructions)	14	146,304		
15	Other (list) ▶ See Statement 4	15	34,486		
16	Total expenses for each property. Add lines 3 through 15	16	340,529		
17	Income or (Loss) from each property. Subtract line 16 from line 2	17	338,854		
18a	Total gross rents. Add gross rents from line 2, columns A through H	18a	679,383		
b	Total expenses. Add total expenses from line 16, columns A through H	18b	340,529		
19	Net gain (loss) from Form 4797, Part II, line 17, from the disposition of property from rental real estate activities	19			
20a	Net income (loss) from rental real estate activities from partnerships, estates, and trusts in which this partnership or S corporation is a partner or beneficiary (from Schedule K-1)	20a			
b	Identify below the partnerships, estates, or trusts from which net income (loss) is shown on line 20a. Attach a schedule if more space is needed: (1) Name (2) Employer identification number				
21	Net rental estate income (loss). Combine lines 18a through 20a. Enter the result here and on: • Form 1065 or 1120S: Schedule K, line 2, or • Form 1065-B: Part I, line 4	21	338,854		

For Paperwork Reduction Act Notice, see back of form.

Form **8825** (12-2010)

DAA

APPENDIX (PX)000502

**SCHEDULE B-1
(Form 1065)**(Rev. December 2011)
Department of the Treasury
Internal Revenue Service**Information on Partners Owning 50% or
More of the Partnership**

▶ Attach to Form 1065. See instructions on back.

OMB No. 1545-0099

Name of partnership

Green Valley Commerce, LLC

Employer identification number (EIN)

32-0345346**Part I** **Entities Owning 50% or More of the Partnership** (Form 1065, Schedule B, Question 3a)

Complete columns (i) through (v) below for any foreign or domestic corporation, partnership (including any entity treated as a partnership), trust, tax-exempt organization, or any foreign government that owns, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership (see instructions).

(i) Name of Entity	(ii) Employer Identification Number (if any)	(iii) Type of Entity	(iv) Country of Organization	(v) Maximum Percentage Owned in Profit, Loss, or Capital
CLA Properties, LLC	800-14-7540	Partnership	United States	71.198097

Part II **Individuals or Estates Owning 50% or More of the Partnership** (Form 1065, Schedule B, Question 3b)

Complete columns (i) through (iv) below for any individual or estate that owns, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership (see instructions).

(i) Name of Individual or Estate	(ii) Identifying Number (if any)	(iii) Country of Citizenship (see instructions)	(iv) Maximum Percentage Owned in Profit, Loss, or Capital
Shahram Bidsal	549-55-3193	United States	50.000000

For Paperwork Reduction Act Notice, see the Instructions for Form 1065.

Schedule B-1 (Form 1065) (Rev. 12-2011)

651112

OMB No. 1545-0099

Partner# 1
Schedule K-1
(Form 1065)

Department of the Treasury
 Internal Revenue Service

For calendar year 2012, or tax

year beginning

ending

2012

Partner's Share of Income, Deductions, Credits, etc.

▶ See back of form and separate instructions.

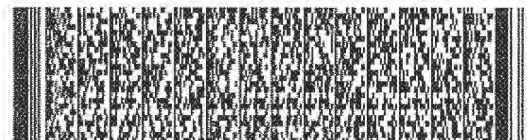
☐ Final K-1☐ Amended K-1

Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss)	15	Credits
2	Net rental real estate income (loss)		
*	169,427		
3	Other net rental income (loss)	16	Foreign transactions
4	Guaranteed payments		
5	Interest income		
	517		
6a	Ordinary dividends		
6b	Qualified dividends		
7	Royalties		
8	Net short-term capital gain (loss)		
9a	Net long-term capital gain (loss)	17	Alternative minimum tax (AMT) items
9b	Collectibles (28%) gain (loss)		
9c	Unrecaptured section 1250 gain		
10	Net section 1231 gain (loss)	18	Tax-exempt income and nondeductible expenses
11	Other income (loss)		
12	Section 179 deduction	19	Distributions
		A	234,215
13	Other deductions		
W*	25,934		
		20	Other information
		A	517
		Y*	STMT
14	Self-employment earnings (loss)		

*See attached statement for additional information.

For IRS Use Only



Part I Information About the Partnership

A Partnership's employer identification number
32-0345346

B Partnership's name, address, city, state, and ZIP code
Green Valley Commerce, LLC
9155 South Las Vegas Blvd., Ste 200
Las Vegas NV 89123

C IRS Center where partnership filed return
Ogden, UT

D ☐ Check if this is a publicly traded partnership (PTP)

Part II Information About the Partner

E Partner's identifying number
800-14-7540

F Partner's name, address, city, state, and ZIP code
CLA Properties, LLC
2801 South Main Street
Los Angeles CA 90007

G ☐ General partner or LLC member-manager ☒ Limited partner or other LLC member

H ☒ Domestic partner ☐ Foreign partner

I1 What type of entity is this partner? **Partnership**

I2 If this partner is a retirement plan (IRA/SEP/Keogh/etc.), check here (see instructions) ☐

J Partner's share of profit, loss, and capital (see instructions):

	Beginning	Ending
Profit	50.000000 %	50.000000 %
Loss	50.000000 %	50.000000 %
Capital	70.241966 %	71.198097 %

K Partner's share of liabilities at year end:

Nonrecourse	\$
Qualified nonrecourse financing	\$
Recourse	\$ 334,754

L Partner's capital account analysis:

Beginning capital account	\$ 2,809,496
Capital contributed during the year	\$
Current year increase (decrease)	\$ 144,010
Withdrawals & distributions	\$ (234,215)
Ending capital account	\$ 2,719,291

☒ Tax basis ☐ GAAP ☐ Section 704(b) book
☐ Other (explain)

M Did the partner contribute property with a built-in gain or loss?
☐ Yes ☒ No
 If "Yes," attach statement (see instructions)

651112

OMB No. 1545-0099

Partner# 2
Schedule K-1
(Form 1065)

2012

Department of the Treasury
 Internal Revenue Service

For calendar year 2012, or tax
 year beginning _____

ending _____

**Partner's Share of Income, Deductions,
 Credits, etc.**

▶ See back of form and separate instructions.

☐ Final K-1

☐ Amended K-1

**Part III Partner's Share of Current Year Income,
 Deductions, Credits, and Other Items**

1	Ordinary business income (loss)	15	Credits
2	Net rental real estate income (loss)		
*	169,427		
3	Other net rental income (loss)	16	Foreign transactions
4	Guaranteed payments		
5	Interest income		
	517		
6a	Ordinary dividends		
6b	Qualified dividends		
7	Royalties		
8	Net short-term capital gain (loss)		
9a	Net long-term capital gain (loss)	17	Alternative minimum tax (AMT) items
9b	Collectibles (28%) gain (loss)		
9c	Unrecaptured section 1250 gain		
10	Net section 1231 gain (loss)	18	Tax-exempt income and nondeductible expenses
11	Other income (loss)		
		19	Distributions
12	Section 179 deduction	A	234,215
13	Other deductions		
W*	25,933		
		20	Other information
		A	517
14	Self-employment earnings (loss)		

*See attached statement for additional information.

For IRS Use Only



Part I Information About the Partnership

A Partnership's employer identification number
32-0345346

B Partnership's name, address, city, state, and ZIP code
Green Valley Commerce, LLC
9155 South Las Vegas Blvd., Ste 200
Las Vegas NV 89123

C IRS Center where partnership filed return
Ogden, UT

D ☐ Check if this is a publicly traded partnership (PTP)

Part II Information About the Partner

E Partner's identifying number
549-55-3193

F Partner's name, address, city, state, and ZIP code
Shahram Bidsal
14039 Sherman Way Blvd., Suite 201
Van Nuys CA 91405

G ☐ General partner or LLC member-manager ☒ Limited partner or other LLC member

H ☒ Domestic partner ☐ Foreign partner

I1 What type of entity is this partner? **Individual**

I2 If this partner is a retirement plan (IRA/SEP/Keogh/etc.), check here (see instructions) ☐

J Partner's share of profit, loss, and capital (see instructions):

	Beginning	Ending
Profit	50.000000 %	50.000000 %
Loss	50.000000 %	50.000000 %
Capital	29.758034 %	28.801903 %

K Partner's share of liabilities at year end:

Nonrecourse	\$	
Qualified nonrecourse financing	\$	
Recourse	\$	334,754

L Partner's capital account analysis:

Beginning capital account	\$	1,190,244
Capital contributed during the year	\$	
Current year increase (decrease)	\$	144,011
Withdrawals & distributions	\$	(234,215)
Ending capital account	\$	1,100,040

☒ Tax basis ☐ GAAP ☐ Section 704(b) book
☐ Other (explain)

M Did the partner contribute property with a built-in gain or loss?
☐ Yes ☒ No
 If "Yes," attach statement (see instructions)

Income and Expenses		
Income		
Gross rents	679,383	
Gross royalties		
Other income		
Income from sale of property reported on Form 4797, Line 17		
Total gross income		679,383
Expense		
Advertising		
Auto and travel		
Cleaning and maintenance	8,537	
Commissions	2,346	
Insurance	15,780	
Legal and professional	4,010	
Interest		
Repairs	2,215	
Taxes	67,183	
Utilities	53,075	
Wages and salaries	6,593	
Depreciation	146,304	
Other expenses	34,486	
Total expenses	340,529	
Less % personal use		
Net deductible expenses		340,529
Net income or loss from this property		338,854

Statement 1 - Form 1065, Schedule K, Line 13d - Other Deductions

<u>Description</u>	<u>Amount</u>
Section 481(a) Adjustment	\$ <u>51,867</u>
Total	\$ <u><u>51,867</u></u>

Federal Statements**Statement 2 - Form 1065, Schedule L, Line 6 - Other Current Assets**

Description	Beginning of Year	End of Year
Funds Held in Exchange Compan	\$	\$ 917,994
NR - 2 Saints, LLC		56,669
Total	\$ 0	\$ 974,663

Statement 3 - Form 1065, Schedule L, Line 17 - Other Current Liabilities

Description	Beginning of Year	End of Year
Tenant Security Deposits Held	\$ 53,578	\$ 49,819
Deferred Gain Building Sale		619,689
Total	\$ 53,578	\$ 669,508

Statement 4 - Commercial Property - Form 8825, Line 15 - Other

<u>Description</u>	<u>Amount</u>
Alarm and Security	\$ 1,444
Associatuion Dues	1,248
Bank Charge	30
Business Licenses & Permits	325
Contract Services	125
Equipment Rental	812
Fire Alarm Monitoring	261
Management Fee	17,763
Office Supplies & Expense	163
Pest Control	1,224
Recycling	546
Supplies and Maintenance	6,119
Tenant Reimbursable	1,519
Vacant Suite Maintenance	2,907
Total	<u>\$ 34,486</u>

Federal Statements**CLA Properties, LLC****800-14-7540****Schedule K-1, Line 2 - Net Rental Real Estate Income (Loss)**

<u>Description</u>	<u>Type</u>	<u>Amount</u>
Commercial Property	Commercial	\$ 169,427

Schedule K-1, Line 13 - Other Deductions

<u>Code</u>	<u>Description</u>	<u>Amount</u>
W	Section 481(a) Adjustment	\$ 25,934

Schedule K-1, Line 20Y - Additional Supplemental Information

<u>Description</u>	
Additional Alternative Minimum Tax Information:	
AMT Total Depreciation	73,152
ACE Post-1993 Property Depreciation	73,152

71115 Green Valley Commerce, LLC

32-0345346

FYE: 12/31/2012

Federal Statements**Shahram Bidsal****549-55-3193**

3A.App.637

9/10/2013 2:19 PM

Schedule K-1, Line 2 - Net Rental Real Estate Income (Loss)

<u>Description</u>	<u>Type</u>	<u>Amount</u>
Commercial Property	Commercial	\$ 169,427

Schedule K-1, Line 13 - Other Deductions

<u>Code</u>	<u>Description</u>	<u>Amount</u>
W	Section 481(a) Adjustment	\$ 25,933

Asset	Property	Description	Delin. Service	Tax Cost	Tax Rec. 178 Exp.	Net Salvage Value	Tot. Prior Depreciation	Tax. Clerm. Depreciation	Tax. End Date	Tax Est. Book Value	Tax Method	Tax Period
Group: Building												
1	Building	000 - 000	000000	120,000.00	0.00	0.00	0.00	10,000.00	000000	110,000.00	SL	2000
2	Building	000 - 000	000000	120,000.00	0.00	0.00	0.00	10,000.00	000000	110,000.00	SL	2000
3	Building	000 - 000	000000	120,000.00	0.00	0.00	0.00	10,000.00	000000	110,000.00	SL	2000
4	Building	000 - 000	000000	120,000.00	0.00	0.00	0.00	10,000.00	000000	110,000.00	SL	2000
5	Building	000 - 000	000000	120,000.00	0.00	0.00	0.00	10,000.00	000000	110,000.00	SL	2000
6	Building	000 - 000	000000	120,000.00	0.00	0.00	0.00	10,000.00	000000	110,000.00	SL	2000
7	Building	000 - 000	000000	120,000.00	0.00	0.00	0.00	10,000.00	000000	110,000.00	SL	2000
8	Building	000 - 000	000000	120,000.00	0.00	0.00	0.00	10,000.00	000000	110,000.00	SL	2000
9	Building	000 - 000	000000	120,000.00	0.00	0.00	0.00	10,000.00	000000	110,000.00	SL	2000
10	Building	000 - 000	000000	120,000.00	0.00	0.00	0.00	10,000.00	000000	110,000.00	SL	2000
11	Building	000 - 000	000000	120,000.00	0.00	0.00	0.00	10,000.00	000000	110,000.00	SL	2000
12	Building	000 - 000	000000	120,000.00	0.00	0.00	0.00	10,000.00	000000	110,000.00	SL	2000
13	Building	000 - 000	000000	120,000.00	0.00	0.00	0.00	10,000.00	000000	110,000.00	SL	2000
14	Building	000 - 000	000000	120,000.00	0.00	0.00	0.00	10,000.00	000000	110,000.00	SL	2000
15	Building	000 - 000	000000	120,000.00	0.00	0.00	0.00	10,000.00	000000	110,000.00	SL	2000
16	Building	000 - 000	000000	120,000.00	0.00	0.00	0.00	10,000.00	000000	110,000.00	SL	2000
17	Building	000 - 000	000000	120,000.00	0.00	0.00	0.00	10,000.00	000000	110,000.00	SL	2000
18	Building	000 - 000	000000	120,000.00	0.00	0.00	0.00	10,000.00	000000	110,000.00	SL	2000
19	Building	000 - 000	000000	120,000.00	0.00	0.00	0.00	10,000.00	000000	110,000.00	SL	2000
20	Building	000 - 000	000000	120,000.00	0.00	0.00	0.00	10,000.00	000000	110,000.00	SL	2000
21	Building	000 - 000	000000	120,000.00	0.00	0.00	0.00	10,000.00	000000	110,000.00	SL	2000
22	Building	000 - 000	000000	120,000.00	0.00	0.00	0.00	10,000.00	000000	110,000.00	SL	2000
23	Building	000 - 000	000000	120,000.00	0.00	0.00	0.00	10,000.00	000000	110,000.00	SL	2000
24	Building	000 - 000	000000	120,000.00	0.00	0.00	0.00	10,000.00	000000	110,000.00	SL	2000
25	Building	000 - 000	000000	120,000.00	0.00	0.00	0.00	10,000.00	000000	110,000.00	SL	2000
26	Building	000 - 000	000000	120,000.00	0.00	0.00	0.00	10,000.00	000000	110,000.00	SL	2000
27	Building	000 - 000	000000	120,000.00	0.00	0.00	0.00	10,000.00	000000	110,000.00	SL	2000
28	Building	000 - 000	000000	120,000.00	0.00	0.00	0.00	10,000.00	000000	110,000.00	SL	2000
29	Building	000 - 000	000000	120,000.00	0.00	0.00	0.00	10,000.00	000000	110,000.00	SL	2000
30	Building	000 - 000	000000	120,000.00	0.00	0.00	0.00	10,000.00	000000	110,000.00	SL	2000
31	Building	000 - 000	000000	120,000.00	0.00	0.00	0.00	10,000.00	000000	110,000.00	SL	2000
32	Building	000 - 000	000000	120,000.00	0.00	0.00	0.00	10,000.00	000000	110,000.00	SL	2000
Building				1,000,000.00	0.00	0.00	100,000.00	1,000,000.00	000000.00	900,000.00	SL	2000
Group: Land												
1	Land	000 - 000	000000	100,000.00	0.00	0.00	0.00	0.00	000000.00	100,000.00	Land	0.00
2	Land	000 - 000	000000	100,000.00	0.00	0.00	0.00	0.00	000000.00	100,000.00	Land	0.00
3	Land	000 - 000	000000	100,000.00	0.00	0.00	0.00	0.00	000000.00	100,000.00	Land	0.00
4	Land	000 - 000	000000	100,000.00	0.00	0.00	0.00	0.00	000000.00	100,000.00	Land	0.00
5	Land	000 - 000	000000	100,000.00	0.00	0.00	0.00	0.00	000000.00	100,000.00	Land	0.00
6	Land	000 - 000	000000	100,000.00	0.00	0.00	0.00	0.00	000000.00	100,000.00	Land	0.00
7	Land	000 - 000	000000	100,000.00	0.00	0.00	0.00	0.00	000000.00	100,000.00	Land	0.00
8	Land	000 - 000	000000	100,000.00	0.00	0.00	0.00	0.00	000000.00	100,000.00	Land	0.00
9	Land	000 - 000	000000	100,000.00	0.00	0.00	0.00	0.00	000000.00	100,000.00	Land	0.00
10	Land	000 - 000	000000	100,000.00	0.00	0.00	0.00	0.00	000000.00	100,000.00	Land	0.00
11	Land	000 - 000	000000	100,000.00	0.00	0.00	0.00	0.00	000000.00	100,000.00	Land	0.00
12	Land	000 - 000	000000	100,000.00	0.00	0.00	0.00	0.00	000000.00	100,000.00	Land	0.00
13	Land	000 - 000	000000	100,000.00	0.00	0.00	0.00	0.00	000000.00	100,000.00	Land	0.00
14	Land	000 - 000	000000	100,000.00	0.00	0.00	0.00	0.00	000000.00	100,000.00	Land	0.00
15	Land	000 - 000	000000	100,000.00	0.00	0.00	0.00	0.00	000000.00	100,000.00	Land	0.00
16	Land	000 - 000	000000	100,000.00	0.00	0.00	0.00	0.00	000000.00	100,000.00	Land	0.00
17	Land	000 - 000	000000	100,000.00	0.00	0.00	0.00	0.00	000000.00	100,000.00	Land	0.00
18	Land	000 - 000	000000	100,000.00	0.00	0.00	0.00	0.00	000000.00	100,000.00	Land	0.00
19	Land	000 - 000	000000	100,000.00	0.00	0.00	0.00	0.00	000000.00	100,000.00	Land	0.00
20	Land	000 - 000	000000	100,000.00	0.00	0.00	0.00	0.00	000000.00	100,000.00	Land	0.00
21	Land	000 - 000	000000	100,000.00	0.00	0.00	0.00	0.00	000000.00	100,000.00	Land	0.00
22	Land	000 - 000	000000	100,000.00	0.00	0.00	0.00	0.00	000000.00	100,000.00	Land	0.00
23	Land	000 - 000	000000	100,000.00	0.00	0.00	0.00	0.00	000000.00	100,000.00	Land	0.00
24	Land	000 - 000	000000	100,000.00	0.00	0.00	0.00	0.00	000000.00	100,000.00	Land	0.00
25	Land	000 - 000	000000	100,000.00	0.00	0.00	0.00	0.00	000000.00	100,000.00	Land	0.00
26	Land	000 - 000	000000	100,000.00	0.00	0.00	0.00	0.00	000000.00	100,000.00	Land	0.00
27	Land	000 - 000	000000	100,000.00	0.00	0.00	0.00	0.00	000000.00	100,000.00	Land	0.00
28	Land	000 - 000	000000	100,000.00	0.00	0.00	0.00	0.00	000000.00	100,000.00	Land	0.00
29	Land	000 - 000	000000	100,000.00	0.00	0.00	0.00	0.00	000000.00	100,000.00	Land	0.00
30	Land	000 - 000	000000	100,000.00	0.00	0.00	0.00	0.00	000000.00	100,000.00	Land	0.00
31	Land	000 - 000	000000	100,000.00	0.00	0.00	0.00	0.00	000000.00	100,000.00	Land	0.00
32	Land	000 - 000	000000	100,000.00	0.00	0.00	0.00	0.00	000000.00	100,000.00	Land	0.00
Land				1,000,000.00	0.00	0.00	0.00	0.00	000000.00	1,000,000.00	Land	0.00
Land				1,000,000.00	0.00	0.00	0.00	0.00	000000.00	1,000,000.00	Land	0.00

EXHIBIT 132

Green Valley Commerce, LLC
9155 South Las Vegas Blvd., Ste 200
Las Vegas, NV 89123

CLA Properties, LLC
2801 South Main Street
Los Angeles, CA 90007
|||||

Green Valley Commerce, LLC
9155 South Las Vegas Blvd., Ste 200
Las Vegas, NV 89123

August 8, 2013

CONFIDENTIAL

CLA Properties, LLC
2801 South Main Street
Los Angeles, CA 90007

Dear Limited Liability Company Member:

Enclosed is your copy of Schedule K-1, which was prepared for us by the accounting firm of Main Amundson and Associates. It contains your share of income/loss, deductions, credits, and other information for the tax year ended December 31, 2012. These items are to be reported on your federal income tax return; therefore, this schedule should be retained with your tax records and documentation.

Also enclosed is state K-1 information, if applicable. This information should also be retained with your tax records and documentation.

In addition, the basis information was prepared by Main Amundson and Associates. This information consists of your basis and, if applicable, your share of any suspended or disallowed losses. Retain this information with your tax records; it may be needed to complete your federal income tax return.

If you have any questions, or need assistance in any way, please call.

Sincerely,

Green Valley Commerce, LLC

651112

OMB No. 1545-0099

Partner# 1
Schedule K-1
(Form 1065)

2012

Department of the Treasury
 Internal Revenue Service

For calendar year 2012, or tax

year beginning _____

ending _____

**Partner's Share of Income, Deductions,
 Credits, etc.**

▶ See back of form and separate instructions.

☐ Final K-1

☐ Amended K-1

**Part III Partner's Share of Current Year Income,
 Deductions, Credits, and Other Items**

1	Ordinary business income (loss)	15	Credits
2	Net rental real estate income (loss)		
*	169,427		
3	Other net rental income (loss)	16	Foreign transactions
4	Guaranteed payments		
5	Interest income		
	517		
6a	Ordinary dividends		
6b	Qualified dividends		
7	Royalties		
8	Net short-term capital gain (loss)		
9a	Net long-term capital gain (loss)	17	Alternative minimum tax (AMT) items
9b	Collectibles (28%) gain (loss)		
9c	Unrecaptured section 1250 gain		
10	Net section 1231 gain (loss)	18	Tax-exempt income and nondeductible expenses
11	Other income (loss)		
12	Section 179 deduction	19	Distributions
13	Other deductions	A	234,215
W*	25,934	20	Other information
		A	517
		Y*	STMT
14	Self-employment earnings (loss)		

Part I Information About the Partnership

A Partnership's employer identification number
32-0345346

B Partnership's name, address, city, state, and ZIP code
Green Valley Commerce, LLC
9155 South Las Vegas Blvd., Ste 200
Las Vegas NV 89123

C IRS Center where partnership filed return
Ogden, UT

D ☐ Check if this is a publicly traded partnership (PTP)

Part II Information About the Partner

E Partner's identifying number
800-14-7540

F Partner's name, address, city, state, and ZIP code
CLA Properties, LLC
2801 South Main Street
Los Angeles CA 90007

G ☐ General partner or LLC member-manager ☒ Limited partner or other LLC member

H ☒ Domestic partner ☐ Foreign partner

I1 What type of entity is this partner? **Partnership**

I2 If this partner is a retirement plan (IRA/SEP/Keogh/etc.), check here (see instructions) ☐

J Partner's share of profit, loss, and capital (see instructions):

	Beginning	Ending
Profit	50.000000 %	50.000000 %
Loss	50.000000 %	50.000000 %
Capital	70.241966 %	71.198097 %

K Partner's share of liabilities at year end:

Nonrecourse	\$
Qualified nonrecourse financing	\$
Recourse	334,754

L Partner's capital account analysis:

Beginning capital account	\$	2,809,496
Capital contributed during the year	\$	
Current year increase (decrease)	\$	144,010
Withdrawals & distributions	\$	(234,215)
Ending capital account	\$	2,719,291

☒ Tax basis ☐ GAAP ☐ Section 704(b) book

☐ Other (explain)

M Did the partner contribute property with a built-in gain or loss?

☐ Yes ☒ No

If "Yes," attach statement (see instructions)

*See attached statement for additional information.

For IRS Use Only



This list identifies the codes used on Schedule K-1 for all partners and provides summarized reporting information for partners who file Form 1040. For detailed reporting and filing information, see the separate Partner's Instructions for Schedule K-1 and the Instructions for your income tax return.

	Code	Report on
1. Ordinary business income (loss). Determine whether the income (loss) is passive or nonpassive and enter on your return as follows.	J Work opportunity credit	See the Partner's Instructions
Passive loss	K Disabled access credit	
Passive income	L Empowerment zone and renewal community employment credit	
Nonpassive loss	M Credit for increasing research activities	
Nonpassive income	N Credit for employer social security and Medicare taxes	
2. Net rental real estate income (loss)	O Backup withholding	See the Partner's Instructions
3. Other net rental income (loss)	P Other credits	
Net income	16. Foreign transactions	Form 1116, Part I
Net loss	A Name of country or U.S. possession	
4. Guaranteed payments	B Gross income from all sources	
5. Interest income	C Gross income sourced at partner level	
6a. Ordinary dividends	Foreign gross income sourced at partnership level	
6b. Qualified dividends	D Passive category	Form 1116, Part I
7. Royalties	E General category	
8. Net short-term capital gain (loss)	F Other	
9a. Net long-term capital gain (loss)	Deductions allocated and apportioned at partner level:	Form 1116, Part I
9b. Collectibles (28%) gain (loss)	G Interest expense	
9c. Unrecaptured section 1250 gain	H Other	Form 1116, Part I
10. Net section 1231 gain (loss)	Deductions allocated and apportioned at partnership level to foreign source income	
11. Other income (loss)	I Passive category	Form 1116, Part I
Code	J General category	
A Other portfolio income (loss)	K Other	
B Involuntary conversions	Other information	Form 1116, Part II
C Sec. 1256 contracts & straddles	L Total foreign taxes paid	
D Mining exploration costs recapture	M Total foreign taxes accrued	
E Cancellation of debt	N Reduction in taxes available for credit	
F Other income (loss)	O Foreign trading gross receipts	
12. Section 179 deduction	P Extraterritorial income exclusion	Form 8873
13. Other deductions	Q Other foreign transactions	
A Cash contributions (50%)	17. Alternative minimum tax (AMT) items	See the Partner's Instructions and the Instructions for Form 6251
B Cash contributions (30%)	A Post-1986 depreciation adjustment	
C Noncash contributions (50%)	B Adjusted gain or loss	
D Noncash contributions (30%)	C Depletion (other than oil & gas)	
E Capital gain property to a 50% organization (30%)	D Oil, gas, & geothermal—gross income	
F Capital gain property (20%)	E Oil, gas, & geothermal—deductions	Form 1040, line 8b
G Contributions (100%)	F Other AMT items	
H Investment interest expense	18. Tax-exempt income and nondeductible expenses	
I Deductions—royalty income	A Tax-exempt interest income	See the Partner's Instructions
J Section 59(e)(2) expenditures	B Other tax-exempt income	
K Deductions—portfolio (2% floor)	C Nondeductible expenses	See the Partner's Instructions
L Deductions—portfolio (other)	19. Distributions	
M Amounts paid for medical insurance	A Cash and marketable securities	
N Educational assistance benefits	B Distribution subject to section 737	See the Partner's Instructions
O Dependent care benefits	C Other property	
P Preproductive period expenses	20. Other information	Form 4952, line 4a
Q Commercial revitalization deduction from rental real estate activities	A Investment income	
R Pensions and IRAs	B Investment expenses	
S Reforestation expense deduction	C Fuel tax credit information	
T Domestic production activities information	D Qualified rehabilitation expenditures (other than rental real estate)	
U Qualified production activities income	E Basis of energy property	Form 8611, line 8
V Employer's Form W-2 wages	F Recapture of low-income housing credit (section 42(j)(5))	
W Other deductions	G Recapture of low-income housing credit (other)	See Form 4255
14. Self-employment earnings (loss)	H Recapture of investment credit	
Note. If you have a section 179 deduction or any partner-level deductions, see the Partner's Instructions before completing Schedule SE.	I Recapture of other credits	See Form 8897
A Net earnings (loss) from self-employment	J Look-back interest—completed long-term contracts	
B Gross farming or fishing income	K Look-back interest—income forecast method	See Form 8865
C Gross non-farm income	L Dispositions of property with section 179 deductions	
15. Credits	M Recapture of section 179 deduction	See the Partner's Instructions
A Low-income housing credit (section 42(j)(5)) from pre-2008 buildings	N Interest expense for corporate partners	
B Low-income housing credit (other) from pre-2008 buildings	O Section 453(i)(3) information	
C Low-income housing credit (section 42(j)(5)) from post-2007 buildings	P Section 453A(c) information	
D Low-income housing credit (other) from post-2007 buildings	Q Section 1260(b) information	
E Qualified rehabilitation expenditures (rental real estate)	R Interest allocable to production expenditures	See the Partner's Instructions
F Other rental real estate credits	S CCF nonqualified withdrawals	
G Other rental credits	T Depletion information—oil and gas	
H Undistributed capital gains credit	U Amortization of reforestation costs	
I Alcohol and cellulosic biofuel fuels credit	V Unrelated business taxable income	
	W Precontribution gain (loss)	Form 1040, line 71; check box a
	X Section 108(i) information	
	Y Other information	See the Partner's Instructions

71115 Green Valley Commerce, LLC

8/8/2013 3:33 PM

32-0345346

Federal Statements

FYE: 12/31/2012

CLA Properties, LLC**800-14-7540****Schedule K-1, Line 2 - Net Rental Real Estate Income (Loss)**

<u>Description</u>	<u>Type</u>	<u>Amount</u>
Commercial Property	Commercial	\$ 169,427

Schedule K-1, Line 13 - Other Deductions

<u>Code</u>	<u>Description</u>	<u>Amount</u>
W	Section 481(a) Adjustment	\$ 25,934

Schedule K-1, Line 20Y - Additional Supplemental Information

<u>Description</u>	
Additional Alternative Minimum Tax Information:	
AMT Total Depreciation	73,152
ACE Post-1993 Property Depreciation	73,152

Partner# 1

Schedule K-1	Analysis of Partner's K-1, Current Year Increase (Decrease) Worksheet	2012
For calendar year 2012, or tax year beginning , and ending		

Partnership Name Green Valley Commerce, LLC	Employer Identification Number 32-0345346
Partner's Name CLA Properties, LLC	Taxpayer Identification Number 800-14-7540

Items Included in Current Year Increase (Decrease):

Schedule K Additions:

Net Rental Real Estate Income/Loss	169,427
Interest Income	517

Subtotal	169,944
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Schedule K Subtractions:

Other Deductions:

Section 481(a) Adjustment	25,934
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Subtotal	25,934
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Total per Schedule K-1, Current Year Increase (Decrease)	144,010
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Form **7004**

(Rev. December 2012)

Department of the Treasury
Internal Revenue Service**Application for Automatic Extension of Time To File Certain
Business Income Tax, Information, and Other Returns**

► File a separate application for each return.

► Information about Form 7004 and its separate instructions is at www.irs.gov/form7004.

OMB No. 1545-0233

**Print
or
Type**

Name

Green Valley Commerce, LLC

Identifying number

32-0345346

Number, street, and room or suite no. (If P.O. box, see instructions.)

9155 South Las Vegas Blvd., Ste 200

City, town, state, and ZIP code (If a foreign address, enter city, province or state, and country (follow the country's practice for entering postal code)).

Las Vegas**NV 89123****Note.** File request for extension by the due date of the return for which the extension is granted. See instructions before completing this form.**Part I Automatic 5-Month Extension****1a** Enter the form code for the return that this application is for (see below)**09**

Application Is For:	Form Code	Application Is For:	Form Code
Form 1065	09	Form 1041 (estate other than a bankruptcy estate)	04
Form 8804	11	Form 1041 (trust)	05

Part II Automatic 6-Month Extension**b** Enter the form code for the return that this application is for (see below)

Application Is For:	Form Code	Application Is For:	Form Code
Form 706-GS(D)	01	Form 1120-ND (section 4951 taxes)	20
Form 706-GS(T)	02	Form 1120-PC	21
Form 1041 (bankruptcy estate only)	03	Form 1120-POL	22
Form 1041-N	06	Form 1120-REIT	23
Form 1041-QFT	07	Form 1120-RIC	24
Form 1042	08	Form 1120S	25
Form 1065-B	10	Form 1120-SF	26
Form 1066	11	Form 3520-A	27
Form 1120	12	Form 8612	28
Form 1120-C	14	Form 8613	29
Form 1120-F	15	Form 8726	30
Form 1120-FSC	16	Form 8831	32
Form 1120-H	17	Form 8876	33
Form 1120-L	18	Form 8924	35
Form 1120-ND	19	Form 8928	36

2 If the organization is a foreign corporation that does not have an office or place of business in the United States, check here ☐**3** If the organization is a corporation and is the common parent of a group that intends to file a consolidated return, check here ☐

If checked, attach a statement, listing the name, address, and Employer Identification Number (EIN) for each member covered by this application.

Part III All Filers Must Complete This Part**4** If the organization is a corporation or partnership that qualifies under Regulations section 1.6081-5, check here ☐**5a** The application is for calendar year 20 **12**, or tax year beginning , and ending**b** Short tax year. If this tax year is less than 12 months, check the reason: ☐ Initial return ☐ Final return
☐ Change in accounting period ☐ Consolidated return to be filed ☐ Other (see instructions-attach explanation)**6** Tentative total tax**6****0****7** Total payments and credits (see instructions)**7****8** Balance due. Subtract line 7 from line 6 (see instructions)**8**

For Privacy Act and Paperwork Reduction Act Notice, see separate instructions.

Form **7004** (Rev. 12-2012)

DAA

APPENDIX (PX)000520

EXHIBIT 133



First American Title Insurance Company
National Commercial Services
 2490 Paseo Verde Parkway, #100 • Henderson, NV 89074

Final Settlement Statement

Property: 3342 East Greenway Road, Phoenix, AZ 85032

File No: 512896-11A

Officer: Michele Seibold / Anastasia Dion/DH

New Loan No:

Settlement Date: 03/08/2013

Disbursement Date:

Print Date: 03/13/2013, 12:01 PM

Buyer: Investment Property Exchange Services as Qualified Intermediary for Green Valley Commerce LLC

Address: 14039 Sherman Way, Suite 201, Van Nuys, CA 91405

Seller: 3342 East Greenway Road Holdings, LLC

Address: c/o CWCapital Asset Management LLC, 7501 Wisconsin Avenue, Suite 500 West, Bethesda, MD 20814

APN 214-35-232

Buyer Charge	Buyer Credit	Charge Description	Seller Charge	Seller Credit
		Consideration:		
790,000.00		Total Consideration		790,000.00
		Deposits in Escrow:		
	748,687.71	Receipt No. 410833866 on 03/06/2013 by Investment Property Exchange FBO Green Valley Commerce LLC		
	79,000.00	Receipt No. 410833874 on 03/07/2013 by First American Title		
	5,590.06	Receipt No. 410833883 on 03/08/2013 by Investment Property Exchange Svcs		
		Adjustments:		
780.33		Monthly Expenses		780.33
12,945.85		Accounts Receivable		12,945.85
	6,054.87	Rents	6,054.87	
	1,581.25	Security Deposit	1,581.25	
		Prorations:		
	5,646.29	County Tax 01/01/13 to 03/08/13 @\$31225.68/yr	5,646.29	
		Commission:		
		Commission Paid at Settlement to Rockwood Real Estate Advisors	20,000.00	
		Title/Escrow Charges to:		
1,500.00		Closing-Escrow Fee to First American Title Insurance Company National Commercial Services		
1,759.00		Policy-Standard ALTA 2006 Owner's to First American Title Insurance Company National Commercial Services		
16.00		Final Recording Fees to First American Title Insurance Company National Commercial Services		
		Disbursements Paid:		
39,500.00		Buyer's Premium to Auction.com, LLC		
		Tax Installment: Amount to Maricopa County Treasurer	15,612.84	
59.00		Cash (From) (X To) Borrower		
		Cash (X To) (From) Seller	754,830.93	
846,560.18	846,560.18	Totals	803,726.18	803,726.18

Bought property at Phoenix, AZ
 called Greenway Village

Related to Building C
 Sale @ 9/10/12



First American Title Insurance Company

National Commercial Services

2490 Paseo Verde Parkway, #100 • Henderson, NV 89074

Final Settlement Statement

Property: 3342 East Greenway Road, Phoenix, AZ 85032

File No: 512896-11A

Officer: Michele Seibold / Anastasia Dion/DH

New Loan No:

Settlement Date: 03/08/2013

Disbursement Date:

Print Date: 03/13/2013, 12:01 PM

Buyer: Investment Property Exchange Services as Qualified Intermediary for Green Valley Commerce LLC

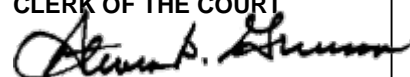
Address: 14039 Sherman Way, Suite 201, Van Nuys, CA 91405

Seller: 3342 East Greenway Road Holdings, LLC

Address: c/o CWCapital Asset Management LLC, 7501 Wisconsin Avenue, Suite 500 West, Bethesda, MD 20814

Buyer Charge	Buyer Credit	Charge Description	Seller Charge	Seller Credit
		Consideration:		
790,000.00		Total Consideration		790,000.00
		Deposits in Escrow:		
	748,687.71	Receipt No. 410833866 on 03/06/2013 by Investment Property Exchange FBO Green Valley Commerce LLC		
	79,000.00	Receipt No. 410833874 on 03/07/2013 by First American Title		
	5,590.06	Receipt No. 410833883 on 03/08/2013 by Investment Property Exchange Svcs		
		Adjustments:		
780.33		Monthly Expenses		780.33
12,945.85		Accounts Receivable		12,945.85
	6,054.87	Rents	6,054.87	
	1,581.25	Security Deposit	1,581.25	
		Prorations:		
	5,646.29	County Tax 01/01/13 to 03/08/13 @ \$31225.68/yr	5,646.29	
		Commission:		
		Commission Paid at Settlement to Rockwood Real Estate Advisors	20,000.00	
		Title/Escrow Charges to:		
1,500.00		Closing-Escrow Fee to First American Title Insurance Company National Commercial Services		
1,759.00		Policy-Standard ALTA 2006 Owner's to First American Title Insurance Company National Commercial Services		
16.00		Final Recording Fees to First American Title Insurance Company National Commercial Services		
		Disbursements Paid:		
39,590.00		Buyer's Premium to Auction.com, LLC		
		Tax Installment: Amount to Maricopa County Treasurer	15,612.84	
59.00		Cash (From) (X To) Borrower		
		Cash (X To) (From) Seller	754,830.93	
846,550.18	846,550.18	Totals	803,726.18	803,726.18

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6/22/2022 2:54 PM
Steven D. Grierson
CLERK OF THE COURT



1 **APEN**

2 Louis Garfinkel, Esq.
3 Nevada Bar No. 3416
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6 Las Vegas, Nevada 89123
7 Tel: (702) 727-6258/Fax: (702) 446-6756
8 Email: Lgarfinkel@rsnvlaw.com
9 *Attorneys for Movant CLA Properties, LLC*

7 **DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

9 CLA PROPERTIES, LLC, a California
10 limited liability company,

Case No. A-22-854413-J
Dept. No. 23

11 Movant (Respondent in
12 arbitration)

13 vs.

14 SHAWN BIDSAL, an individual,

15 Respondent (Claimant in
16 arbitration).

**APPENDIX TO MOVANT CLA
PROPERTIES, LLC'S MOTION TO VACATE
ARBITRATION AWARD (NRS 38.241) AND
FOR ENTRY OF JUDGMENT
(VOLUME 5 OF 18)**

19 Movant CLA Properties, LLC ("CLA"), hereby submits its Appendix in Support of its
20 Motion to Vacate Arbitration Award pursuant to NRS 38.241 and for Entry of Judgment.

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NOTE REGARDING INCORRECT INDEX

Appellant CLA's motion to vacate the arbitration award (1A.App. 1), was accompanied by an 18-volume appendix. Each volume contained an index. Unfortunately, the index to the motion appendix contained errors regarding some volume and page numbers.

Under NRAP 30(g)(1), an appeal appendix for the Nevada appellate court must contain correct copies of papers in the district court file. CLA is complying with that rule, providing this court with exact duplicate copies of all 18 appendix volumes that were filed in the district court with the motion to vacate the arbitration award. These district court volumes all contained the incorrect index that was filed with each volume of the motion appendix.

To assist this court on appeal, CLA has now prepared a corrected index showing correct volume and page numbers for the appendix that was filed in the district court with the motion to vacate. The corrected index is attached as an addendum to CLA's opening brief. And the present note is being placed in the appeal appendix immediately before the incorrect index that was contained in each volume of the motion appendix filed in the district court.

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OPERATIVE PLEADINGS

App.	PART	EX. No.	DATE	DESCRIPTION
000013	1	101	02/07/20	JAMS Arbitration Demand Form
000048	1	102	03/02/20	Commencement of Arbitration
000064	1	103	03/04/20	Respondent's Answer and Counter-Claim
000093	1	104	04/30/20	Scheduling Order
000099	1	105	05/19/20	Bidsal's Answer to Counter-Claim
000105	1	106	08/03/20	Notice of Hearing for Feb. 17 thru 19, 2021
000110	1	107	10/20/20	Notice of Hearing for Feb. 17 thru 19, 2021
000114	1	108	11/02/20	Bidsal's 1st Amended Demand for Arbitration
000118	1	109	01/19/21	Respondent's 4th Amended Answer and Counter-Claim to Bidsal's 1st Amended Demand
000129	1	110	03/05/21	Bidsal's Answer to 4th Amended Counter-Claim
000135	1	111	04/29/21	Notice of Hearing for June 25, 2021
000141	1	112	08/09/21	Notice of Hearing for Sept. 29 thru 30, 2021

FINAL AWARD

Jams Arbitration No.: 1260044569

App.	PART	EX. No.	DATE	DESCRIPTION
000147	2	113	04/05/19	Final Award - Stephen E. Haberfeld, Arbitrator

ORDERS

District Court Clark County, Nevada
Case No.: A-19-795188-P

App.	PART	EX. No.	DATE	DESCRIPTION
000169	2	114	12/05/19	Order Granting Petition for Confirmation of Arbitration Award and Entry of Judgment and Denying Respondent's Opposition and Counter-petition to Vacate the Arbitrator's Award - Joanna S. Kishner, Nevada District Court Judge
000180	2	115	12/16/19	Notice of Entry of Order Granting Petition for Confirmation of Arbitration Award

FINAL AWARD
JAMS Arbitration No.: 1260005736

App.	PART	EX. No.	DATE	DESCRIPTION
000195	2	116	10/20/21	Interim Award – Hon. David T. Wall (Ret.), Arbitrator
000223	2	117	03/12/22	Final Award – Hon. David T. Wall (Ret.), Arbitrator

EXHIBITS

App.	PART	EX. No.	DATE	DESCRIPTION <i>[Parenthetical number () is exhibit identification at arbitration hearing]</i>	DATE ADMIT'D	OFF'D/ NOT ADMIT'D
000255	3	118	05/19/11	Agreement for Sale and Purchase of Loan [BIDSAL004004-4070] (1)	03/17/21	
000323	3	119	05/31/11	Assignment and Assumption of Agreements [BIDSAL003993-3995] (2)	03/17/21	
000327	3	120	06/03/11	Final Settlement Statement – Note Purchase [CLAARB2 000013] (3)	03/17/21	
000329	3	121	05/26/11	GVC Articles of Organization [DL00 361] (4)	03/17/21	
000331	3	122	12/2011	GVC Operating Agreement [BIDSAL000001-28] (5)	03/17/21	
000360	3	123	11/29/11 - 12/12/11	Emails Regarding Execution of GVC OPAG [DL00 323, 351, 353, and CLAARB2 000044] (6)	03/17/21	
000365	3	124	03/16/11	Declaration of CC&Rs for GVC [BIDSAL001349-1428] (7)	03/17/21	
000446	3	125	09/22/11	Deed in Lieu Agreement [BIDSAL001429-1446] (8)	03/17/21	
000465	3	126	09/22/11	Estimated Settlement Statement – Deed in Lieu Agreement [BIDSAL001451] (9)	03/17/21	
000467	3	127	09/22/11	Grant, Bargain, Sale Deed [BIDSAL001447-1450] (10)	03/17/21	
000472	3	128	12/31/11	2011 Federal Tax Return [CLA Bidsal 0002333-2349] (12)	03/17/21	
000490	3	129	09/10/12	Escrow Closing Statement on Sale of Building C [CLA Bidsal 0003169-3170] (13)	03/17/21	
000493	3	130	04/22/13	Distribution Breakdown from Sale of Building C [BIDSAL001452-1454] (14)	03/17/21	

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1	000497	3	131	09/10/13	2012 Federal Tax Return [CLA Bidsal 0002542-2557] (15)	03/17/21	
2	000514	3	132	08/08/13	Letter to CLA Properties with 2012 K-1 [CLA Bidsal 002558-2564] (16)	03/17/21	
3							
4	000522	3	133	03/08/13	Escrow Settlement Statement for Purchase of Greenway Property [CLA Bidsal 0003168, BIDSAL001463] (17)	03/17/21	
5							
6	000525	3	134	03/15/13	Cost Segregation Study [CLA Bidsal 0002414-2541] (18)	03/17/21	
7	000654	3	135	09/09/14	2013 Federal Tax Return [CLA Bidsal 0001637-1657] (19)	03/17/21	
8	000676	3	136	09/08/14	Tax Asset Detail 2013 [CLA Bidsal 0001656-1657] (20)	03/17/21	
9							
10	000679	3	137	09/09/14	Letter to CLA Properties with 2014 K-1 [CLAARB2 001654-1659] (21)	03/17/21	
11	000686	3	138	11/13/14	Escrow Closing Statement on Sale of Building E [BIDSAL001475] (22)	03/17/21	
12	000688	3	139	11/13/14	Distribution Breakdown from Sale of Building E [BIDSAL001464-1466] (23)	03/17/21	
13	000692	3	140	02/27/15	2014 Federal Tax Return [CLA Bidsal 0001812-1830] (24)	03/17/21	
14	000712	3	141	08/25/15	Escrow Closing Statement on Sale of Building B [BIDSAL001485] (25)	03/17/21	
15							
16	000714	3	142	08/25/15	Distribution Breakdown from Sale of Building B [BIDSAL001476 and CLA Bidsal 0002082-2085] (26)	03/17/21	
17	000720	3	143	04/06/16	2015 Federal Tax Return [CLA Bidsal 0002305-2325] (27)	03/17/21	
18	000742	3	144	03/14/17	2016 Federal Tax Return [CLA Bidsal 0001544-1564] (28)	03/17/21	
19							
20	000764	3	145	03/14/17	Letter to CLA Properties with 2016 K-1 [CLA Bidsal0000217-227] (29)	03/17/21	
21	000776	3	146	04/15/17	2017 Federal Tax Return [CLA Bidsal 0000500-538] (30)	03/17/21	
22	000816	3	147	04/15/17	Letter to CLA Properties with 2017 K-1 [CLAARB2 001797-1801] (31)	03/17/21	
23	000822	3	148	08/02/19	2018 Federal Tax Return [BIDSAL001500-1518] (32)	03/17/21	
24							
25	000842	3	149	04/10/18	Letter to CLA Properties with 2018 K-1 [BIDSAL001519-1528] (33)	03/17/21	
26	000853	3	150	03/20/20	2019 Federal Tax Return (Draft) CLA Bidsal 0000852-887] (34)	03/17/21	
27	000890	3	151	03/20/20	Letter to CLA Properties with 2019 K-1 [CLA Bidsal 0000888-896] (35)	03/17/21	
28							

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1	000900	3	152	01/26/16 – 04/22/16	Emails regarding CLA's Challenges to Distributions [CLAARB2 001277-1280, 001310-1313, 001329-1334, 001552-1555] (36)	03/17/21	
2							
3	000919	3	153	07/07/17	Buy-Out Correspondence – Bidsal Offer [BIDSAL000029] (37)	03/17/21	
4	000921	3	154	08/03/17	Buy-Out Correspondence – CLA Counter [BIDSAL000030] (38)	03/17/21	
5	000923	3	155	08/05/17	Buy-Out Correspondence – Bidsal Invocation [BIDSAL000031] (39)	04/26/21	
6	000925	3	156	08/28/17	Buy-Out Correspondence – CLA Escrow [BIDSAL000032] (40)	04/26/21	
7							
8	000930	3	157	06/22/20	CLA Responses to Interrogatories (43)	03/17/21	
9	000939	3	158	04/25/18	GVC Lease and Sales Advertising [BIDSAL620-633, 1292-1348] (50)	03/19/21	
10							
11	001011	3	159	08/10/20	Property Information [CLAARB2 1479, 1477] (52)	03/19/21	
12	001014	3	160	03/20/18	Deposition Transcript of David LeGrand [DL 616-1288] (56)	03/19/21	
13	001688	3	161	09/10/12	Deed – Building C [BIDSAL 1455-1460] (57)	03/19/21	
14	001695	3	162	11/13/14	Deed Building E [BIDSAL 1464-1475] (58)	03/19/21	
15	001704	3	163	09/22/11	Email from Golshani to Bidsal dated Sep 22, 2011 (67)	04/26/21	
16	001708	3	164	07/17/07	Deed of Trust Notice [Bidsal 001476 – 001485] (annotated) (84)	03/19/21	
17	001719	3	165	07/17/07	Assignment of Leases and Rents [Bidsal 004461 – 004481 & 4548-4556] (85)	03/19/21	
18	001750	3	166	05/29/11	CLA Payment of \$404,250.00 [CLAARB2 000820] (87)	03/19/21	
19	001752	3	167	06/15/11	Operating Agreement for County Club, LLC [CLAARB2 000352 – 000379] (88)		03/17/21
20	001781	3	168	09/16/11	Email from LeGrand to Bidsal and Golshani [CLAARB2 001054 – 001083] (91)	03/17/21	
21	001812	3	169	12/31/11	GVC General Ledger 2011 [CLA Bidsal 003641 – 003642] (95)	03/19/21	
22	001815	3	170	06/07/12	Green Valley Trial Balance Worksheet, Transaction Listing [CLA Bidsal 002372 - 002376] (97)	04/26/21	
23	001820	3	171	01/21/16	Correspondence from Lita to Angelo re Country Club 2012 accounting [CLAARB2 001554]		
24	001823	3	172	01/25/16	Email from Bidsal re Letter to WCICO dated 1/21/16		

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1					[CLAARB2 002086]		
2	001828	3	173	06/30/17	GVC Equity Balances Computation [CLAARB2 001543] (111)	03/19/21	
3	001830	3	174	07/21/17	Email from Golshani to Main [CLAARB2 002017] (112)	04/26/21	
4	001832	3	175	07/25/17	Email Comm. Between Golshani and Main [BIDSAL 002033 – 002035] (114)	04/26/21	
5	001836	3	176	08/16/17	Email Comm. From Shapiro [CLAARB2 001221 – 001225] (117)	04/26/21	
6	001842	3	177	08/16/17	Email Comm. Between Golshani and Bidsal [CLAARB2 001244 – 001245] (118)	03/19/21	
7	001844	3	178	11/14/17	Email Comm. Between RTL and Shapiro [CLAARB2 001249] (123)	04/26/21	
8	001846	3	179	12/26/17	Letter from Golshani to Bidsal [CLAARB2 000112] (125)	04/26/21	
9	001848	3	180	12/28/17	Letter from Bidsal to Golshani [CLAARB2 002028] (126)		
10	001850	3	181	04/05/19	Arbitration Award [CLAARB2 002041 - 002061] (136)	03/19/21	
11	001872	3	182	06/30/19	Email from Golshani to Bidsal [CLAARB2 000247] (137)	03/19/21	
12	001874	3	183	08/20/19	Email from Golshani to Bidsal [CLAARB2 000249] (139)	03/19/21	
13	001876	3	184	06/14/20	Email Communication between CLA and [CLAARB2 001426] (153)	03/19/21	
14	001878	3	185	10/02/20	Claimant's First Supplemental Responses to Respondent's First Set of Interrogatories to Shawn Bidsal [N/A] (164)	03/19/21	
15	001887	3	186	02/19/21	Claimant's Responses to Respondent's Fifth Set of RFPD's Upon Shawn Bidsal [N/A] (165)	03/19/21	
16	001892	3	187	02/22/21	Claimant's Responses to Respondent's Sixth Set of RFPD's Upon Shawn Bidsal [N/A] (166)	03/19/21	
17	001895	3	188	07/11/05	2019 Notes re Distributable Cash Building C [CLAARB2 002109] (180)	04/26/21	
18	001897	3	189	12/06/19	Order Granting Petition for Confirmation of Arbitration Award and Entry of Judgment and Denying Respondent's Opposition and Counterpetition to Vacate the Arbitrator's Award [N/A] (184)	03/19/21	
19	001908	3	190	04/09/19	Plaintiff Shawn Bidsal's Motion to Vacate Arbitration Award [N/A] (188)	03/19/21	
20	001950	3	191	01/09/20	Notice of Appeal [N/A] (189)	03/19/21	
21	001953	3	192	01/09/20	Case Appeal Statement [N/A] (190)	03/19/21	
22	001958	3	193	01/17/20	Respondent's Motion for Stay Pending Appeal [N/A] (191)	03/19/21	
23							
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002123	3	194	03/10/20	Notice of Entry of Order Granting Respondent's Motion for Stay Pending Appeal [N/A] (192)	03/19/21	
002129	3	195	03/20/20	Notice of Posting Cash In Lieu of Bond [N/A] (193)	03/19/21	
002134	3	196	Undated	(LIMITED) Arbitration #1 Exhibits 23 – 42 [DL 322, 323 – 350, 352 – 353] (Portions of 198 admitted: Exs. 26 and 40 within 198) (198)	44/26/21	
002197	3	197	07/11/05	Rebuttal Report Exhibit 1 Annotated (Gerety Schedule) (200)	03/19/21	
002201	3	198	08/13/20	Chris Wilcox Schedules (201)	03/18/21	
002214	3	199	12/31/17	Rebuttal Report Exhibit 3 (Gerety Formula) (202)	03/19/21	
002216	3	200	11/13/14 & 08/28/15	Distribution Breakdown (206)	04/27/21	

Motion to Replace Bidsal as Manager

App.	PART	EX. No.	DATE	DESCRIPTION
002219	4	201	05/20/20	Respondent's Motion to Resolve Member Dispute (Replace Manager)
002332	4	202	06/10/20	Claimant's Opposition Respondent's Motion to Resolve Member Dispute
002927	4	203	06/17/20	Claimant's Request For Oral Arguments re. Respondent's Motion to Resolve Member Dispute
002930	4	204	06/24/20	Respondent's Reply MPA's ISO Motion to Resolve Member Dispute
002951	4	205	07/07/20	Claimant's Supplement to Opposition to Respondent's Motion to Resolve Member Dispute
002965	4	206	07/13/20	Respondent's Supplement to Motion to Resolve Member Dispute
002985	4	207	07/20/20	Order On MTC and Amended Scheduling Order

"First Motion to Compel"

App.	PART	EX. No.	DATE	DESCRIPTION
002993	5	208	07/16/20	Respondent's Motion To Compel Answers to First set of ROGS
003051	5	209	07/16/20	Exhibits to Respondent's Motion to Compel Answers to First set of ROGS

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003091	5	210	07/24/20	Claimant's Opp. to MTC ANS to 1 st Set of ROGS and Countermotion to Stay Proceedings
003215	5	211	07/27/20	Respondent's Reply Re MTC
003223	5	212	07/28/20	Respondent's Reply ISO MTC and Opp. to Countermotion to Stay Proceedings
003248	5	213	08/03/20	Order on Respondents Motion To Compel and Amended Scheduling Order

Motion No. 3

App.	PART	EX. No.	DATE	DESCRIPTION
003253	5	214	06/25/20	Claimant's Emergency Motion To Quash Subpoenas and for Protective Order
003283	5	215	06/29/20	Respondent's Opposition to Emergency Motion to Quash Subpoenas and for Protective Order
003295	5	216	06/30/20	Claimant's Reply to Respondent's Opposition to Emergency Motion to Quash Subpoenas and for Protective Order
003298	5	217	07/20/20	Order on Pending Motions

"Second Motion to Compel"

App.	PART	EX. No.	DATE	DESCRIPTION
003306	6	218	10/07/20	Respondent's MTC Further Responses to First Set of ROGS to Claimant and for POD
003362	6	219	10/19/20	Lewin-Shapiro Email Chain
003365	6	220	10/19/20	Claimant's Opposition to Respondent's MTC Further Responses to First Set of ROGS to Claimant and for POD
003375	6	221	10/22/20	Respondent's Reply to Opposition to MTC Further Responses to First Set of ROGS to Claimant and for POD
003396	6	222	11/09/20	Order on Respondent's MTC Further Responses To First Set of ROGS to Claimant and for POD

"Motion to Continue"

App.	PART	EX. No.	DATE	DESCRIPTION
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1	003403	7	223	11/05/20	Respondent's MTC Proceedings
2	003409	7	224	11/17/20	Order on Respondent's Motion to Continue Proceedings and 2nd Amended SO

3

4 **"Motion for Leave to Amend"**

5	App.	PART	EX. No.	DATE	DESCRIPTION
6	003415	8	225	01/19/21	Letter to Wall requesting Leave to Amend
7	003422	8	226	01/19/21	Respondent's Motion for Leave to File Fourth Amended Answer and Counterclaim
8					Claimant's Opposition to Respondent's Motion for Leave to file Fourth Amended Answer and Counterclaim
9	003433	8	227	01/29/21	
10	003478	8	228	02/02/21	Respondent's Reply ISO Motion for Leave to File Fourth Amended Answer and Counterclaim
11	003482	8	229	02/04/21	Order on Respondent's Pending Motions

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13 **"Main Motion to Compel"**

14	App.	PART	EX. No.	DATE	DESCRIPTION
15	003489	9	230	01/26/21	Respondent's Emergency Motion for Order Compelling the Completion of the Deposition of Jim Main, CPA
16	003539	9	231	01/29/21	Claimant's Opposition to Main deposition
17					Jim Main's Opposition and Joinder to Claimant's Opposition to Respondent/Counterclaimant's Emergency Motion for Order Compelling the Completion of the Deposition of Jim Main, CPA
18	003775	9	232	02/01/21	
19					Respondent's Reply In Support of Emergency Motion For Order Compelling The Completion of The Deposition of Jim Main, CPA
20	003778	9	233	02/03/21	
21					Order on Respondent's Pending Motions
22	003784	9	234	02/04/21	

23

24 **"Motion for Orders"**

25	App.	PART	EX. No.	DATE	DESCRIPTION
26	003791	10	235	02/05/21	CLA Motion For Orders Regarding Bank Accounts, Keys And Distribution
27	003834	10	236	02/19/21	Claimant's Opposition To Respondent/Counterclaimant's Motion For Orders (1)

				Compelling Claimant to Restore/Add CLA to All Green Valley Bank Accounts; (2) Provide CLA With Keys to All of Green Valley Properties; And (3) Prohibiting Distributions to The Members Until The Sale of The Membership Interest In Issue In This Arbitration is Consummated and the Membership Interest is Conveyed
003941	10	237	02/22/21	Ruling

“Motion in Limine - Taxes”

App.	PART	EX. No.	DATE	DESCRIPTION
003948	11	238	03/05/21	CLA MIL re. Taxes
003955	11	239	03/11/21	Claimant's Opposition to CLA's MIL Regarding Bidsal's Evidence Re Taxes
003962	11	240	03/17/21	Ruling – Arbitration Day 1 03/17/2021, p. 11

“Motion in Limine - Tender”

App.	PART	EX. No.	DATE	DESCRIPTION
003964	12	241	03/05/21	CLA's Motion in Limine Re Failure to Tender
004062	12	242	03/11/21	Claimant's Opposition to MIL and Failure to Tender
004087	12	243	03/12/21	CLA's Reply to Opposition to MIL Re Failure to Tender
004163	12	244	03/17/21	Ruling – Arbitration Day 1 - 03/17/2021, pp. 15 - 17

“Motion to Withdraw Exhibit”

App.	PART	EX. No.	DATE	DESCRIPTION
004167	13	245	03/26/21	Motion to Withdrawal Exhibit 188
004170	13	246	03/31/21	Claimant's Opposition to CLA's Motion To Withdraw Exhibit 188
004172	13	247	03/31/21	CLA's Reply Re Motion To Withdraw Exhibit 188
004175	13	248	04/05/21	Order on CLA's Motion To Withdraw Exhibit 188

“LeGrand Motion”

App.	PART	EX. No.	DATE	DESCRIPTION
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004178	14	249	05/21/21	Respondent's Brief Re: (1) Waiver of The Attorney-Client Privilege; and (2) Compelling The Testimony of David LeGrand, Esq.
004194	14	250	06/11/21	Claimant Shawn Bidsal's Brief Regarding the Testimony of David LeGrand
004289	14	251	07/09/21	CLA's Properties, LLC Supplemental Brief Re. (1) Waiver of The Attorney-Client Privilege; and (2) Compelling The Testimony of David LeGrand, Esq.
004297	14	252	07/23/21	Claimant Shawn Bidsal's Supplemental Brief Regarding the Testimony of David LeGrand
004315	14	253	09/10/21	Order Regarding Testimony of David LeGrand

Motion re. Attorney's Fees

App.	PAR T	EX. No.	DATE	DESCRIPTION
004324	15	254	11/12/21	Claimant's Application for Award of Attorney's Fees and Costs
004407	15	255	12/03/21	Respondent's Opposition to Claimant's Application for Attorney's Fees and Costs
004477	15	256	12/17/21	Claimant's Reply in Support of Application for Attorney's Fees and Costs
004526	15	257	12/23/21	Respondent's Supplemental Opposition to Claimant's Application for Attorney's Fees and Costs
004558	15	258	12/29/21	Claimant's Reply to Respondent's Supplemental Opposition to Application for Attorney's Fees and Costs
004566	15	259	01/12/22	Claimant's Supplemental Application for Attorney's Fees and Costs
004684	15	260	01/26/22	Respondent's Second Supplemental Opposition to Claimant's Application for Attorney's Fees and Costs
004718	15	261	02/15/22	Claimant's Second Supplemental Reply In Support of Claimant's Application For Award of Attorney Fees And Costs

TRANSCRIPTS

App.	PAR T	EX. No.	DATE	DESCRIPTION
004772	16	262	05/08/18	Transcript of Proceedings - Honorable Stephen E. Haberfeld Volume I Las Vegas, Nevada May 8, 2018
004994	16	263	05/09/18	Transcript of Proceedings - Honorable Stephen E.

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				Haberfeld Volume II Las Vegas, Nevada May 9, 2018
005256	16	264	03/17/21	Arbitration Hearing Transcript
005660	16	265	03/18/21	Arbitration Hearing Transcript
006048	16	266	03/19/21	Arbitration Hearing Transcript
006505	16	267	04/26/21	Arbitration Hearing Transcript
006824	16	268	04/27/21	Arbitration Hearing Transcript
007052	16	269	06/25/21	Arbitration Hearing Transcript
007104	16	270	08/05/21	Arbitration Hearing Transcript
007225	16	271	09/29/21	Arbitration Hearing Transcript
007477	16	272	01/05/22	Arbitration Hearing Transcript
007508	16	273	02/28/22	Arbitration Hearing Transcript

OTHER

App.	PAR T	EX. No.	DATE	DESCRIPTION
007553	17	274	07/15/19	Respondent's Opposition to CLA's Petition for Confirmation of Arbitration Award and Entry of Judgement and Counterpetition to Vacate Arbitration Award – (<i>Case No. A-19-795188-P, District Court, Clark County, NV</i>)
007628	17	275	11/24/20	Appellant Shawn Bidsal's Opening Brief (<i>Supreme Court of Nevada, Appeal from Case No. A-19-795188-P, District Court, Clark County, NV</i>)
007669	17	276	03/17/22	IN RE: PETITION OF CLA PROPS. LLC C/W 80831 Nos. 80427; 80831, March 17, 2022, <i>Order of Affirmance</i> , unpublished disposition
007675	17	277	2011 - 2019	2011 – 2019 Green Valley Commerce Distribution CLAARB2 002127 - 002128

DATED this 22nd day of June, 2022.

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