

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.

No. 86438 Electronically Filed
Nov 03 2023 12:02 PM
Elizabeth A. Brown
Clerk of Supreme Court

No. 86817

APPELLANT'S APPENDIX

VOLUME 11

Robert L. Eisenberg, Esq. (SBN 950)
LEMONS, GRUNDY & EISENBERG
6005 Plumas Street, Third Floor
Reno, Nevada 89519
(775) 786-6868
rle@lge.net
Counsel for Appellant

Todd E. Kennedy, Esq. (SBN 6014)
KENNEDY & COUVILLIER
3271 E. Warm Springs, Road
Las Vegas, Nevada 89120
(702) 605-3440
tkennedy@kclawnv.com
Counsel for Appellant

CHRONOLOGICAL INDEX TO APPELLANT'S APPENDIX

<u>NO.</u>	<u>DOCUMENT</u>	<u>DATE</u>	<u>VOL.</u>	<u>PAGE NO.</u>
1.	Motion to Vacate Arbitration Award (NRS 38.241) and for Entry of Judgment	6/17/22	1	1-24
	<u>Exhibit 117</u> : JAMS Final Award dated March 12, 2022		1	25-56
	<u>Exhibit 122</u> : Operating Agreement of Green Valley Commerce, LLC		1	57-85
2.	Appendix to Movant CLA Properties, LLC's Motion to Vacate Arbitration Award (NRS 38.241) and for Entry of Judgment (Volume 1 of 18)	6/22/22	1	86
	Note Regarding Incorrect Index		1	87
	Index [Incorrect]		1	88-98
	<u>Exhibit 101</u> : JAMS Arbitration Demand Form dated February 7, 2020		1	99-133
	<u>Exhibit 102</u> : Commencement of Arbitration dated March 2, 2020		1	134-149
	<u>Exhibit 103</u> : Respondent's Answer and Counter-Claim dated March 3, 2020		1	150-178
	<u>Exhibit 104</u> : Report of Preliminary Arbitration Conference and Scheduling Order dated April 30, 2020		1	179-184
	<u>Exhibit 105</u> : Claimant Shawn Bidsal's Answer to Respondent CLA Properties, LLC's Counterclaim dated May 19, 2020		1	185-190
	<u>Exhibit 106</u> : Notice of Hearing for February 17 through August 3, 2020		1	191-195

<u>NO.</u>	<u>DOCUMENT</u>	<u>DATE</u>	<u>VOL.</u>	<u>PAGE NO.</u>
(Cont. 2)	<u>Exhibit 107</u> : Notice of Hearing for February 17 through February 19, 2021 dated October 20, 2020		1	196-199
	<u>Exhibit 108</u> : Claimant Shawn Bidsal's First Amended Demand for Arbitration dated November 2, 2020		1	200-203
	<u>Exhibit 109</u> : Respondent's Fourth Amended Answer and Counter-Claim to Bidsal's First Amended Demand dated January 19, 2021		1	204-214
	<u>Exhibit 110</u> : Claimant Shawn Bidsal's Answer to Respondent CLA Properties, LLC's Fourth Amended Counterclaim dated March 5, 2021		1	215-220
	<u>Exhibit 111</u> : Notice of Additional Hearing for June 25, 2021 dated April 29, 2021		1	221-226
	<u>Exhibit 112</u> : Notice of Additional Hearing for September 29 through September 30, 2021 dated August 9, 2021		1	227-232
3.	Appendix to Movant CLA Properties, LLC's Motion to Vacate Arbitration Award (NRS 38.241) and for Entry of Judgment (Volume 2 of 18)	6/22/22	1	233
	Note Regarding Incorrect Index		1	234
	Index [Incorrect]		1	235-245
	<u>Exhibit 113</u> : Final Award - Stephen E. Haberfeld, Arbitrator dated April 5, 2019		2	246-267

<u>NO.</u>	<u>DOCUMENT</u>	<u>DATE</u>	<u>VOL.</u>	<u>PAGE NO.</u>
(Cont. 3)	<u>Exhibit 114</u> : 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 dated December 5, 2019		2	268-278
	<u>Exhibit 115</u> : Notice of Entry of Order Granting Petition for Confirmation of Arbitration Award and Entry of Judgment and Denying Respondent's Opposition and Counterpetition to Vacate the Arbitration's Award dated December 16, 2019		2	279-293
	<u>Exhibit 116</u> : Interim Award dated October 20, 2021		2	294-321
	<u>Exhibit 117</u> : Final Award dated March 12, 2022		2	322-353
4.	Appendix to Movant CLA Properties, LLC's Motion to Vacate Arbitration Award (NRS 38.241) and for Entry of Judgment (Volume 3 of 18)	6/22/22	2	354
	Note Regarding Incorrect Index		2	355
	Index [Incorrect]		2	356-366
	<u>Exhibit 118</u> : Agreement for Sale and Purchase of Loan dated May 19, 2011		2	367-434
	<u>Exhibit 119</u> : Assignment and Assumption of Agreements dated May 31, 2011		2	435-438
	<u>Exhibit 120</u> : Final Settlement Statement – Note Purchase dated June 3, 2011		2	439-440
	<u>Exhibit 121</u> : GVC Articles of Organization dated May 26, 2011		2	441-442

<u>NO.</u>	<u>DOCUMENT</u>	<u>DATE</u>	<u>VOL.</u>	<u>PAGE NO.</u>
(Cont. 4)	<u>Exhibit 122</u> : GVC Operating Agreement		2	443-471
	<u>Exhibit 123</u> : Emails regarding Execution of GVC OPAG dated November 29, 2011 to December 12, 2011		2	472-476
	<u>Exhibit 124</u> : Declaration of CC&Rs for GVC dated March 16, 2011		3	477-557
	<u>Exhibit 125</u> : Deed in Lieu Agreement dated September 22, 2011		3	558-576
	<u>Exhibit 126</u> : Estimated Settlement Statement – Deed in Lieu Agreement dated September 22, 2011		3	577-578
	<u>Exhibit 127</u> : Grant, Bargain, Sale Deed dated September 22, 2011		3	579-583
5.	Appendix to Movant CLA Properties, LLC’s Motion to Vacate Arbitration Award (NRS 38.241) and for Entry of Judgment (Volume 4 of 18)	6/22/22	3	584
	Note Regarding Incorrect Index		3	585
	Index [Incorrect]		3	586-596
	<u>Exhibit 128</u> : 2011 Federal Tax Return dated December 31, 2011		3	597-614
	<u>Exhibit 129</u> : Escrow Closing Statement on Sale of Building C dated September 10, 2012		3	615-617
	<u>Exhibit 130</u> : Distribution Breakdown from Sale of Building C dated April 22, 2013		3	618-621
	<u>Exhibit 131</u> : 2012 Federal Tax Return dated September 10, 2013		3	622-638

<u>NO.</u>	<u>DOCUMENT</u>	<u>DATE</u>	<u>VOL.</u>	<u>PAGE NO.</u>
(Cont. 5)	<u>Exhibit 132</u> : Letter to CLA Properties with 2012 K-1 dated August 8, 2013		3	639-646
	<u>Exhibit 133</u> : Escrow Settlement Statement for Purchase of Greenway Property dated March 8, 2013		3	647-649
6.	Appendix to Movant CLA Properties, LLC's Motion to Vacate Arbitration Award (NRS 38.241) and for Entry of Judgment (Volume 5 of 18)	6/22/22	3	650
	Note Regarding Incorrect Index		3	651
	Index [Incorrect]		3	652-662
	<u>Exhibit 134</u> : Cost Segregation Study dated March 15, 2013		4	663-791
7.	Appendix to Movant CLA Properties, LLC's Motion to Vacate Arbitration Award (NRS 38.241) and for Entry of Judgment (Volume 6 of 18)	6/22/22	4	792
	Note Regarding Incorrect Index		4	793
	Index [Incorrect]		4	794-804
	<u>Exhibit 135</u> : 2013 Federal Tax Return dated September 9, 2014		4	805-826
	<u>Exhibit 136</u> : Tax Asset Detail 2013 dated September 8, 2014		4	827-829
	<u>Exhibit 137</u> : Letter to CLA Properties with 2014 K-1 dated September 9, 2014		4	830-836
	<u>Exhibit 138</u> : Escrow Closing Statement on Sale of Building E dated November 13, 2014		4	837-838
	<u>Exhibit 139</u> : Distribution Breakdown from Sale of Building E dated November 13, 2014		4	839-842

<u>NO.</u>	<u>DOCUMENT</u>	<u>DATE</u>	<u>VOL.</u>	<u>PAGE NO.</u>
(Cont. 7)	<u>Exhibit 140</u> : 2014 Federal Tax Return dated February 27, 2015		4	843-862
	<u>Exhibit 141</u> : Escrow Closing Statement on Sale of Building B dated August 25, 2015		4	863-864
	<u>Exhibit 142</u> : Distribution Breakdown from Sale of Building B dated August 25, 2015		4	865-870
	<u>Exhibit 143</u> : 2015 Federal Tax Return dated April 6, 2016		4	871-892
	<u>Exhibit 144</u> : 2016 Federal Tax Return dated March 14, 2017		5	893-914
	<u>Exhibit 145</u> : Letter to CLA Properties with 2016 K-1 dated March 14, 2017		5	915-926
	<u>Exhibit 146</u> : 2017 Federal Tax Return dated April 15, 2017		5	927-966
	<u>Exhibit 147</u> : Letter to CLA Properties with 2017 K-1 dated April 15, 2017		5	967-972
	<u>Exhibit 148</u> : 2018 Federal Tax Return dated August 2, 2019		5	973-992
	<u>Exhibit 149</u> : Letter to CLA Properties with 2018 K-1 dated April 10, 2018		5	993-1003
8.	Appendix to Movant CLA Properties, LLC's Motion to Vacate Arbitration Award (NRS 38.241) and for Entry of Judgment (Volume 7 of 18)	6/22/22	5	1004
	Note Regarding Incorrect Index		5	1005
	Index [Incorrect]		5	1006-1016
	<u>Exhibit 150</u> : 2019 Federal Tax Return (Draft) dated March 20, 2020		5	1017-1053

<u>NO.</u>	<u>DOCUMENT</u>	<u>DATE</u>	<u>VOL.</u>	<u>PAGE NO.</u>
(Cont. 8)	<u>Exhibit 151</u> : Letter to CLA Properties with 2019 K-1 dated March 20, 2020		5	1054-1063
	<u>Exhibit 152</u> : Emails Regarding CLA's Challenges to Distributions dated January 26 to April 22, 2016		5	1064-1082
	<u>Exhibit 153</u> : Buy-Out Correspondence – Bidsal Offer dated July 7, 2017		5	1083-1084
	<u>Exhibit 154</u> : Buy-Out Correspondence – CLA Counter dated August 3, 2017		5	1085-1086
	<u>Exhibit 155</u> : Buy-Out Correspondence – Bidsal Invocation dated August 5, 2017		5	1087-1088
	<u>Exhibit 156</u> : Buy-Out Correspondence – CLA Escrow dated August 28, 2017		5	1089-1093
	<u>Exhibit 157</u> : CLA Responses to First Set of Interrogatories dated June 22, 2020		5	1094-1102
	<u>Exhibit 158</u> : GVC Lease and Sales Advertising dated April 25, 2018		6	1103-1174
	<u>Exhibit 159</u> : Property Information dated August 10, 2020		6	1175-1177
9.	Appendix to Movant CLA Properties, LLC's Motion to Vacate Arbitration Award (NRS 38.241) and for Entry of Judgment (Volume 8 of 18)	6/22/22	6	1178
	Note Regarding Incorrect Index		6	1179
	Index [Incorrect]		6	1180-1190
	<u>Exhibit 160</u> : Deposition Transcript of David LeGrand dated March 20, 2018 (with Exhibits 1-39)		6 7 8 9	1191-1351 1352-1580 1581-1806 1807-1864

<u>NO.</u>	<u>DOCUMENT</u>	<u>DATE</u>	<u>VOL.</u>	<u>PAGE NO.</u>
10.	Appendix to Movant CLA Properties, LLC's Motion to Vacate Arbitration Award (NRS 38.241) and for Entry of Judgment (Volume 9 of 18)	6/22/22	9	1865
	Note Regarding Incorrect Index		9	1866
	Index [Incorrect]		9	1867-1877
	<u>Exhibit 161</u> : Deed – Building C dated September 10, 2012		9	1878-1884
	<u>Exhibit 162</u> : Deed Building E dated November 13, 2014		9	1885-1893
	<u>Exhibit 163</u> : Email from Ben Golshani to Shawn Bidsal dated September 22, 2011		9	1894-1897
	<u>Exhibit 164</u> : Deed of Trust Notes (annotated) dated July 17, 2007		9	1898-1908
	<u>Exhibit 165</u> : Assignment of Lease and Rents dated July 17, 2007		9	1909-1939
	<u>Exhibit 166</u> : CLA Payment of \$404,250.00 dated May 29, 2011		9	1940-1941
	<u>Exhibit 167</u> : Operating Agreement For Country Club, LLC dated June 15, 2011		9	1942-1970
	<u>Exhibit 168</u> : Email from David LeGrand to Shawn to Bidsal and Bedn Gloshani dated September 16, 2011		9	1971-2001
	<u>Exhibit 169</u> : GVC General Ledger 2011 dated December 31, 2011		9	2002-2004
	<u>Exhibit 170</u> : Green Valley Trial Balance Worksheet, Transaction Listing dated June 7, 2012		9	2005-2010

<u>NO.</u>	<u>DOCUMENT</u>	<u>DATE</u>	<u>VOL.</u>	<u>PAGE NO.</u>
(Cont. 10)	<u>Exhibit 171</u> : Correspondence from Lita to Angelo re Country Blub 2012 Accounting dated January 21, 2016		9	2011-2013
	<u>Exhibit 172</u> : Email from Shawn Bidsal re Letter to WCICO dated January 21, 2016		9	2014-2017
	<u>Exhibit 173</u> : GVC Equity Balance Computation dated June 30, 2017		9	2018-2019
	<u>Exhibit 174</u> : Email from Ben Golshani to Jim Main dated July 21, 2017		9	2020-2021
	<u>Exhibit 175</u> : Email Communication between Ben Golshani and Jim Main dated July 25, 2017		9	2022-2025
	<u>Exhibit 176</u> : Email Communication from James Shapiro dated August 16, 2017		9	2026-2031
	<u>Exhibit 177</u> : Email Communication between Ben Golshani and Shawn Bidsal dated August 16, 2017		9	2032-2033
	<u>Exhibit 178</u> : Email Communication between Rodney T. Lewin and James Shapiro dated November 14, 2017		9	2034-2035
	<u>Exhibit 179</u> : Letter from Ben Golshani to Shawn Bidsal dated December 26, 2017		9	2036-2037
	<u>Exhibit 180</u> : Letter from Shawn Bidsal to Ben Golshani dated December 28, 2017		9	2038-2039
	<u>Exhibit 181</u> : Arbitration Final Award dated April 5, 2019		10	2040-2061
	<u>Exhibit 182</u> : Email from Ben Golshani to Shawn Bidsal dated June 30, 2019		10	2062-2063

<u>NO.</u>	<u>DOCUMENT</u>	<u>DATE</u>	<u>VOL.</u>	<u>PAGE NO.</u>
(Cont. 10)	<u>Exhibit 183</u> : Email from Ben Golshani to Shawn Bidsal dated August 20, 2019		10	2064-2065
	<u>Exhibit 184</u> : Email Communication between CLA and Shawn Bidsal dated June 14, 2020		10	2066-2067
	<u>Exhibit 185</u> : Claimant Shawn Bidsal's First Supplemental Responses to Respondent CLA Properties, LLC's First Set of Interrogatories to Shawn Bidsal dated October 2, 2020		10	2068-2076
	<u>Exhibit 186</u> : Claimant Shawn Bidsal's Responses to Respondent CLA Properties, LLC's Fifth Set of Requests for Production of Documents Upon Shawn Bidsal dated February 19, 2021		10	2077-2081
11.	Appendix to Movant CLA Properties, LLC's Motion to Vacate Arbitration Award (NRS 38.241) and for Entry of Judgment (Volume 10 of 18)	6/22/22	10	2082
	Note Regarding Incorrect Index		10	2083
	Index [Incorrect]		10	2084-2094
	<u>Exhibit 187</u> : Claimant Shawn Bidsal's Responses to Respondent CLA Properties, LLC's Sixth Set of Requests for Production of Documents Upon Shane Bidsal dated February 22, 2021		10	2095-2097
	<u>Exhibit 188</u> : 2019 Notes re Distributable Cash Building C dated July 11, 2005		10	2098-2099

<u>NO.</u>	<u>DOCUMENT</u>	<u>DATE</u>	<u>VOL.</u>	<u>PAGE NO.</u>
(Cont. 11)	<u>Exhibit 189</u> : 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 dated December 6, 2019		10	2100-2110
	<u>Exhibit 190</u> : Plaintiff Shawn Bidsal's Motion to Vacate Arbitration Award dated April 9, 2019		10	2111-2152
	<u>Exhibit 191</u> : Notice of Appeal dated January 9, 2020		10	2153-2155
	<u>Exhibit 192</u> : Case Appeal Statement dated January 9, 2020		10	2156-2160
	<u>Exhibit 193</u> : Respondent's Motion for Stay Pending Appeal dated January 17, 2020		10 11	2161-2286 2287-2325
12.	Appendix to Movant CLA Properties, LLC's Motion to Vacate Arbitration Award (NRS 38.241) and for Entry of Judgment (Volume 11 of 18)	6/22/22	11	2326
	Note Regarding Incorrect Index		11	2327
	Index [Incorrect]		11	2328-2338
	<u>Exhibit 194</u> : Notice of Entry of Order Granting Respondent's Motion for Stay Pending Appeal dated March 10, 2020		11	2339-2344
	<u>Exhibit 195</u> : Notice of Posting Case in Lieu of Bond dated March 20, 2020		11	2345-2349
	<u>Exhibit 196</u> : (LIMITED) Arbitration #1 Exhibits 23-42 (Portions of 198 admitted: Exs. 26 and 40 within 198)		11	2350-2412

<u>NO.</u>	<u>DOCUMENT</u>	<u>DATE</u>	<u>VOL.</u>	<u>PAGE NO.</u>
(Cont. 12)	<u>Exhibit 197</u> : Rebuttal Report Exhibit 1 Annotated (Gerety Schedule) dated July 11, 2005		11	2413-2416
	<u>Exhibit 198</u> : Chris Wilcox Schedules dated August 13, 2020		11	2417-2429
	<u>Exhibit 199</u> : Rebuttal Report Exhibit 3 dated December 31, 2017		11	2430-2431
	<u>Exhibit 200</u> : Distribution Breakdown dated November 13, 2014 and August 28, 2015		11	2432-2434
	<u>Exhibit 201</u> : Respondent's Motion to Resolve Member Dispute Re Which Manager Should be Day to Day Manager and Memorandum of Points and Authorities and Declarations of Benjamin Golshani and Rodey T. Lewin in Support Thereof dated May 20, 2020		11 12	2435-2530 2531-2547
13.	Appendix to Movant CLA Properties, LLC's Motion to Vacate Arbitration Award (NRS 38.241) and for Entry of Judgment (Volume 12 of 18)	6/22/22	12	2548
	Note Regarding Incorrect Index		12	2549
	Index [Incorrect]		12	2550-2560
	<u>Exhibit 202</u> : Claimant Shawn Bidsal's Opposition Respondent CLA Properties, LLC's Motion to Resolve Member Dispute Re Which Manager Should be Day to Day Manager dated June 10, 2020 (with Exhibits 1-62)		12 13 14	2561-2775 2776-3016 3017-3155
	<u>Exhibit 203</u> : Request for Oral Arguments: Respondent CLA Properties, LLC's Motion to Resolve Member Dispute Re Which Manager Should be Day to Day Manager dated June 17, 2020		14	3156-3158

<u>NO.</u>	<u>DOCUMENT</u>	<u>DATE</u>	<u>VOL.</u>	<u>PAGE NO.</u>
(Cont. 13)	<u>Exhibit 204</u> : Respondent's Reply Memorandum of Point and Authorities and Declarations Benjamin Golshani and Rodney T. Lewin in Support of Motion to Resolve member Dispute Re Which Manager Should be Day to Day Manager dated June 24, 2020		14	3159-3179
	<u>Exhibit 205</u> : Claimant Shawn Bidsal's Supplement to Opposition to Respondent CLA Properties, LLC's Motion to Resolve Member Dispute Re Which Manager Should be Day to Day Manager dated July 7, 2020		14	3180-3193
	<u>Exhibit 206</u> : CLA's Supplement to Brief re Motion to Resolve Member Dispute Re Which Manager Should be Day to Day Manager – Tender Issue and Declaration of Benjamin Golshani in Support of Motion dated July 13, 2020		14	3194-3213
	<u>Exhibit 207</u> : Order on Pending Motions dated July 20, 2020		14	3214-3221
14.	Appendix to Movant CLA Properties, LLC's Motion to Vacate Arbitration Award (NRS 38.241) and for Entry of Judgment (Volume 13 of 18)	6/22/22	14	3222
	Note Regarding Incorrect Index		14	3223
	Index [Incorrect]		14	3224-3234
	<u>Exhibit 208</u> : CLA Properties, LLC's Motion to Compel Answers to First Set of Interrogatories to Shawn Bidsal dated July 16, 2020		14 15	3235-3262 3263-3292

<u>NO.</u>	<u>DOCUMENT</u>	<u>DATE</u>	<u>VOL.</u>	<u>PAGE NO.</u>
(Cont. 14)	<u>Exhibit 209</u> : Exhibits to CLA Properties, LLC's Motion to Compel Answers to First Set of Interrogatories to Shawn Bidsal dated July 16, 2020		15	3293-3332
	<u>Exhibit 210</u> : Claimant's Opposition to Respondent's Motion to Compel Answers to First Set of Interrogatories to Shawn Bidsal and Countermotion to Stay Proceedings dated July 24, 2020		15	3333-3456
	<u>Exhibit 211</u> : Respondent CLA Properties, LLC Reply to Opposition by Claimant (Bidsal) to CLA's Motion to Compel Further Answers to Interrogatories dated July 27, 2020		15	3457-3464
	<u>Exhibit 212</u> : CLA Properties, LLC's Reply in Support of Motion to Compel Answers to First Set of Interrogatories and Opposition to Countermotion to Stay Proceedings dated July 28, 2020		15	3465-3489
	<u>Exhibit 213</u> : Order on Respondent's Motion to Compel and Amended Scheduling Order dated August 3, 2020		15	3490-3494
	<u>Exhibit 214</u> : Claimant's Emergency Motion to Quash Subpoenas and for Protective Order dated June 25, 2020		16	3495-3524
	<u>Exhibit 215</u> : CLA Properties, LLC's Opposition to Emergency Motion to Quash Subpoenas and for Protective Order dated June 29, 2020		16	3525-3536
	<u>Exhibit 216</u> : Claimant's Reply to Opposition to Motion to Quash Subpoenas and for Protective Order dated June 30, 2020		16	3537-3539

<u>NO.</u>	<u>DOCUMENT</u>	<u>DATE</u>	<u>VOL.</u>	<u>PAGE NO.</u>
(Cont. 14)	<u>Exhibit 217</u> : Order on Pending Motions dated July 20, 2020		16	3540-3547
15.	Appendix to Movant CLA Properties, LLC's Motion to Vacate Arbitration Award (NRS 38.241) and for Entry of Judgment (Volume 14 of 18)	6/22/22	16	3548
	Note Regarding Incorrect Index		16	3549
	Index [Incorrect]		16	3550-3560
	<u>Exhibit 218</u> : CLA Properties, LLC's Motion to Compel Further Responses to First Set of Interrogatories to Shawn Bidsal and for Production of Documents dated October 7, 2020		16	3561-3616
	<u>Exhibit 219</u> : Rodney Lewin and James Shapiro Email Chain dated October 19, 2020		16	3617-3619
	<u>Exhibit 220</u> : Claimant's Opposition to Respondent's Motion to Compel Further Responses to First Set of Interrogatories to Shawn Bidsal And for Production of Documents dated October 19, 2020		16	3620-3629
	<u>Exhibit 221</u> : CLA Properties, LLC's Reply to Opposition to Motion to Compel Further Responses to First Set of Interrogatories to Shawn Bidsal and for Production of Documents dated October 22, 2020		16	3630-3650
	<u>Exhibit 222</u> : Order on Respondent's Motion to Compel Further Responses to First Set of Interrogatories to Shawn Bidsal and for Production of Documents dated November 9, 2020		16	3651-3657

<u>NO.</u>	<u>DOCUMENT</u>	<u>DATE</u>	<u>VOL.</u>	<u>PAGE NO.</u>
(Cont. 15)	<u>Exhibit 223</u> : CLA Properties, LLC's Motion to Continue Proceedings dated November 5, 2020		16	3658-3663
	<u>Exhibit 224</u> : Order on Respondent's Motion to Continue Proceedings and Second Amended Scheduling Order dated November 17, 2020		16	3664-3669
	<u>Exhibit 225</u> : Letter to Honorable David Wall (Ret.) Requesting Leave to Amend dated January 19, 2021		16	3670-3676
	<u>Exhibit 226</u> : Respondent's Fourth Amended Answer and Counterclaim to Bidsal's First Amended Demand dated January 19, 2021		16	3677-3687
	<u>Exhibit 227</u> : Claimant's Opposition to Respondent / Counterclaimant's Motion for Leave to file Fourth Amended Answer and Counterclaim dated January 29, 2021		16	3688-3732
	<u>Exhibit 228</u> : Respondent / Counterclaimant's Reply in Support of Motion for Leave to File Fourth Amended Answer and Counterclaim dated February 2, 2021		16	3733-3736
	<u>Exhibit 229</u> : Order on Respondent's Pending Motions dated February 4, 2021		16	3737-3743
	<u>Exhibit 230</u> : CLA Properties, LLC's Emergency Motion for Order Compelling the Completion of the Deposition of Jim Main, CPA dated January 26, 2021		17	3744-3793

<u>NO.</u>	<u>DOCUMENT</u>	<u>DATE</u>	<u>VOL.</u>	<u>PAGE NO.</u>
(Cont. 15)	<u>Exhibit 231</u> : Claimant's Opposition to Respondent / Counterclaimant's Emergency Motion for Order Compelling the Completion of the Deposition of Jim Main, CPA dated January 29, 2021		17 18	3794-3993 3994-4029
	<u>Exhibit 232</u> : 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 dated February 1, 2021		18	4030-4032
	<u>Exhibit 233</u> : CLA Properties, LLC's Reply in Support of Emergency Motion for Order Compelling the Completion of the Deposition of Jim Main, CPA dated February 3, 2021		18	4033-4038
	<u>Exhibit 234</u> : Order on Respondent's Pending Motions dated February 4, 2021		18	4039-4045
16.	Appendix to Movant CLA Properties, LLC's Motion to Vacate Arbitration Award (NRS 38.241) and for Entry of Judgment (Volume 15 of 18)	6/22/22	18	4046
	Note Regarding Incorrect Index		18	4047
	Index [Incorrect]		18	4048-4058
	<u>Exhibit 235</u> : CLA Properties, LLC'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 Sales of the Membership Interest in Issue in this Arbitration is Consumated and the Membership Interest is Conveyed dated February 5, 2021		18	4059-4101

<u>NO.</u>	<u>DOCUMENT</u>	<u>DATE</u>	<u>VOL.</u>	<u>PAGE NO.</u>
(Cont. 16)	<u>Exhibit 236</u> : 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 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 dated February 19, 2021		18	4102-4208
	<u>Exhibit 237</u> : Order on Respondent's Motion for Various Orders dated February 22, 2021		18	4209-4215
	<u>Exhibit 238</u> : CLA Motion in Limine re Bidsal's Evidence re Taxes dated March 5, 2021		18	4216-4222
	<u>Exhibit 239</u> : Claimant's Opposition to CLA's Motion in Limine Regarding Bidsal's Evidence re Taxes dated March 11, 2021		18	4223-4229
	<u>Exhibit 240</u> : Ruling – Arbitration Day 1 p. 11 dated March 17, 2021		18	4230-4231
	<u>Exhibit 241</u> : CLA Properties, LLC's Motion in Limine Re Failure to Tender dated March 5, 2021		19	4232-4329
	<u>Exhibit 242</u> : Claimant Shawn Bidsal's Opposition to Respondent CLA Properties, LLC's Motion in Limine Re Failure to Tender dated March 11, 2021		19	4330-4354
	<u>Exhibit 243</u> : CLA Properties, LLC's Reply to Shawn Bidsal's Opposition Re Failure to Tender dated March 12, 2021		19	4355-4430

<u>NO.</u>	<u>DOCUMENT</u>	<u>DATE</u>	<u>VOL.</u>	<u>PAGE NO.</u>
(Cont. 16)	<u>Exhibit 244</u> : Ruling – Arbitration Day 1 pp 15-17 dated March 17, 2021		19	4431-4434
	<u>Exhibit 245</u> : CLA’s Motion to Withdraw Exhibit 188 dated March 26, 2021		19	4435-4437
	<u>Exhibit 246</u> : Claimant’s Opposition to CLA’s Motion to Withdraw Exhibit 188 dated March 31, 2021		19	4438-4439
	<u>Exhibit 247</u> : CLA’s Reply to Bidsal’s Opposition to the Motion to Withdraw Exhibit 188 dated March 31, 2021		19	4440-4442
	<u>Exhibit 248</u> : Order on Respondent’s Motion to Withdraw Exhibit 188 dated April 5, 2021		19	4443-4445
17.	Appendix to Movant CLA Properties, LLC’s Motion to Vacate Arbitration Award (NRS 38.241) and for Entry of Judgment (Volume 16 of 18)	6/22/22	19	4446
	Note Regarding Incorrect Index		19	4447
	Index [Incorrect]		19	4448-4458
	<u>Exhibit 249</u> : CLA Properties, LLC’s Brief Re: (1) Waiver of the Attorney-Client Privilege; and (2) Compelling the Testimony of David LeGrand, Esq. dated May 21, 2021		19	4459-4474
	<u>Exhibit 250</u> : Claimant Shawn Bidsal’s Brief Regarding the Testimony of David LeGrand dated June 11, 2021		20	4475-4569
	<u>Exhibit 251</u> : CLA’s Properties, LLC Supplemental Brief Re: (1) Waiver of the Attorney-Client Privilege; and (2) Compelling the Testimony of David LeGrand, Esq. dated July 9, 2021		20	4570-4577

<u>NO.</u>	<u>DOCUMENT</u>	<u>DATE</u>	<u>VOL.</u>	<u>PAGE NO.</u>
(Cont. 17)	<u>Exhibit 252</u> : Claimant Shawn Bidsal's Supplemental Brief Regarding the Testimony of David LeGrand dated July 23, 2021		20	4578-4595
	<u>Exhibit 253</u> : Order Regarding Testimony of David LeGrand dated September 10, 2021		20	4596-4604
	<u>Exhibit 254</u> : Claimant Shawn Bidsal's Application for Award of Attorney's Fees and Costs dated November 12, 2021		20	4605-4687
	<u>Exhibit 255</u> : Respondent / Counterclaimant CLA Properties, LLC's Opposition to Claimant Bidsal's Application for Attorney's Fees and Costs dated December 3, 2021		21	4688-4757
	<u>Exhibit 256</u> : Claimant's Reply in Support of Claimant Shawn Bidsal's Application for Attorney's Fees and Costs dated December 17, 2021		21	4758-4806
	<u>Exhibit 257</u> : Respondent / Counterclaimant CLA Properties, LCC's Supplemental Opposition to Claimant's Application for Attorney's Fees and Costs dated December 23, 2021		21	4807-4838
	<u>Exhibit 258</u> : Response to CLA Properties' Rogue Supplemental Opposition dated December 29, 2021		21	4839-4946
	<u>Exhibit 259</u> : Claimant Shawn Bidsal's Supplemental Application for Award of Attorney's Fees and Costs dated January 12, 2022		21 22	4847-4930 4931-4964

<u>NO.</u>	<u>DOCUMENT</u>	<u>DATE</u>	<u>VOL.</u>	<u>PAGE NO.</u>
(Cont. 17)	<u>Exhibit 260</u> : Respondent's Second Supplemental Opposition to Application for Attorney's Fees and Costs dated January 26, 2022		22	4965-4998
	<u>Exhibit 261</u> : Claimant's Second Supplemental Reply in Support of Claimant Shawn Bidsal's Application for Award of Attorney Fees and Costs dated February 15, 2022		22	4999-5052
18.	Appendix to Movant CLA Properties, LLC's Motion to Vacate Arbitration Award (NRS 38.241) and for Entry of Judgment (Volume 17 of 18)	6/22/22	22	5053
	Note Regarding Incorrect Index		22	5054
	Index [Incorrect]		22	5055-5065
	<u>Exhibit 262</u> : Transcript of Proceedings – Honorable Stephen E. Haberfeld Volume 1 dated May 8, 2018		23	5066-5287
	<u>Exhibit 263</u> : Transcript of Proceedings – Honorable Stephen E. Haberfeld Volume 2 dated May 9, 2018		23 24	5288-5313 5314-5549
	<u>Exhibit 264</u> : Arbitration Hearing Transcript Day 1 dated March 17, 2021		25 26	5550-5797 5798-5953
	<u>Exhibit 265</u> : Arbitration Hearing Transcript Day 2 dated March 18, 2021		26 27 28	5954-6046 6047-6260 6261-6341
	<u>Exhibit 266</u> : Arbitration Hearing Transcript Day 3 dated March 19, 2021		28 29 30	6342-6505 6506-6705 6706-6798
	<u>Exhibit 267</u> : Arbitration Hearing Transcript Day 4 dated April 26, 2021		30 31	6799-6954 6955-7117

<u>NO.</u>	<u>DOCUMENT</u>	<u>DATE</u>	<u>VOL.</u>	<u>PAGE NO.</u>
19.	Appendix to Movant CLA Properties, LLC's Motion to Vacate Arbitration Award (NRS 38.241) and for Entry of Judgment (Volume 18 of 18)	6/22/22	31	7118
	Note Regarding Incorrect Index		31	7119
	Index [Incorrect]		31	7120-7130
	<u>Exhibit 268</u> : Arbitration Hearing Transcript Day 5 dated April 27, 2021		31 32	7131-7202 7203-7358
	<u>Exhibit 269</u> : Reporter's Transcript dated June 25, 2021		32	7359-7410
	<u>Exhibit 270</u> : Remote Transcript of Proceedings dated August 5, 2021		33	7411-7531
	<u>Exhibit 271</u> : Transcript of Proceedings Arbitration dated September 29, 2021		33 34	7532-7657 7658-7783
	<u>Exhibit 272</u> : Transcript of Hearing Proceedings dated January 5, 2022		34	7784-7814
	<u>Exhibit 273</u> : Transcript of Telephonic Hearing Proceedings dated February 28, 2022		34	7815-7859
	<u>Exhibit 274</u> : Appellant Shawn Bidsal's Opening Brief (<i>Supreme Court of Nevada, Appear from Case No. A-19-795188-P, District Court, Clark County, NV</i>) dated November 24, 2020		35	7860-7934
	<u>Exhibit 275</u> : Respondent's Opposition to CLA's Petition for Confirmation of Arbitration Award and Entry of Judgment and Counterpetition to Vacate Arbitration Award (<i>Case No. A-19-795188-P, District Court, Clark County, NV</i>) dated July 15, 2019		35	7935-7975

<u>NO.</u>	<u>DOCUMENT</u>	<u>DATE</u>	<u>VOL.</u>	<u>PAGE NO.</u>
(Cont. 19)	<u>Exhibit 276</u> : Order of Affirmance (In Re: Petition of CLA Properties, LLC C/W 80831 Nos. 80427; 80831, <i>Order of Affirmance</i> , unpublished Deposition) dated March 17, 2022		35	7976-7981
	<u>Exhibit 277</u> : 2011-2019 Green Valley Commerce Distribution		35	7982-7984
20.	Bidsal's Opposition to CLA Properties, LLC's Motion to Vacate Arbitration Award (NRS 38.241) and for Entry of Judgment and Bidsal's Countermotion to Confirm Arbitration Award	9/1/22	35	7985-8016
	<u>Exhibit 1</u> : Declaration of Shawn Bidsal in Support of Claimant Shawn Bidsal's Opposition to Respondent CLA Properties, LLC Motion to Resolve Member Dispute Re Which Manage Should be Day to Day Manager dated June 10, 2020		35	8017-8027
	<u>Exhibit 2</u> : Affidavit of Benjamin Golshani in Opposition to Respondent's Motion for Stay Pending Appeal dated January 31, 2020		35	8028-8041
	<u>Exhibit 3</u> : Articles of Organization for Green Valley Commerce, LLC dated May 26, 2011		35	8042-8043
	<u>Exhibit 4</u> : Final Settlement Statement for Green Valley Commerce, LLC dated September 3, 2011		35	8044-8045
	<u>Exhibit 5</u> : Grant, Bargain and Sale Deed dated September 22, 2011		35	8046-8050
	<u>Exhibit 6</u> : Estimated Settlement Statement dated September 22, 2011		35	8051-8052

<u>NO.</u>	<u>DOCUMENT</u>	<u>DATE</u>	<u>VOL.</u>	<u>PAGE NO.</u>
(Cont. 20)	<u>Exhibit 7</u> : Declaration of Covenants, Conditions and Restrictions and Reservation of Comments for Green Valley Commerce Center dated March 16, 2012		35 36	8053-8097 8098-8133
	<u>Exhibit 8</u> : Seller's Closing Statement – Final dated September 10, 2012		36	8134-8136
	<u>Exhibit 9</u> : Operating Agreement for Green Valley Commerce, LLC		36	8137-8165
	<u>Exhibit 10</u> : Schedule with Check of Distributions sent from Shawn Bidsal to Benjamin Golshani		36	8166-8169
	<u>Exhibit 11</u> : Seller's Closing Statement – Final dated November 14, 2014		36	8170-8171
	<u>Exhibit 12</u> : Schedule of Distributions		36	8172-8175
	<u>Exhibit 13</u> : Seller's Settlement Statement dated August 31, 2015		36	8176-8177
	<u>Exhibit 14</u> : CLA Properties, LLC's Election to Purchase Membership Interest dated August 3, 2017		36	8178-8179
	<u>Exhibit 15</u> : Correspondence from Rodney T. Lewin to James E. Shapiro Re Proof of Funds to Purchase Membership Interest		36	8180-8184
	<u>Exhibit 16</u> : Demand for Arbitration Form dated September 26, 2017		36	8185-8190
	<u>Exhibit 17</u> : JAMS Arbitration Final Award dated April 4, 2019		36	8191-8212

<u>NO.</u>	<u>DOCUMENT</u>	<u>DATE</u>	<u>VOL.</u>	<u>PAGE NO.</u>
(Cont. 20)	<u>Exhibit 18</u> : Demand for Arbitration Form dated February 7, 2020		36	8213-8247
	<u>Exhibit 19</u> : Respondent's Answer and Counter-Claim dated March 4, 2020		36	8248-8276
	<u>Exhibit 20</u> : JAMS Final Award dated March 12, 2022		36	8277-8308
	<u>Exhibit 21</u> : Order of Affirmance dated March 17, 2022		36	8309-8314
	<u>Exhibit 22</u> : Remittitur from Supreme Court of the State of Nevada dated June 10, 2022		36	8315-8319
	<u>Exhibit 23</u> : Correspondence from James E. Shapiro to Benjamin Golshani Re Offer to Purchase Membership Interest dated July 7, 2017		36	8320-8321
	<u>Exhibit 24</u> : Cashier's Check		36	8322-8323
21.	CLA's Reply in Support of Motion to Vacate (Partially) Arbitration Award	10/7/22	37	8324-8356
22.	CLA's Opposition to Shawn Bidsal's Countermotion to Confirm Arbitration Award	10/7/22	37	8357-8359
	<u>Exhibit 1</u> : Motion to Vacate Arbitration Award (NRS 38.241) and for Entry of Judgment dated June 17, 2022		37	8360-8445
	<u>Exhibit 2</u> : CLA's Reply in Support of Motion to Vacate [Partially] Arbitration Award dated October 7, 2022		37	8446-8479
23.	Bidsal's Reply in Support of Bidsal's Countermotion to Confirm Arbitration Award	10/31/22	37	8480-8505

<u>NO.</u>	<u>DOCUMENT</u>	<u>DATE</u>	<u>VOL.</u>	<u>PAGE NO.</u>
(Cont. 23)	<u>Exhibit 25</u> : Arbitration Hearing Partial Transcript Day 3 dated March 19, 2021		37	8506-8511
24.	Order Granting Bidsal's Countermotion to Confirm Arbitration Award and Denying CLA Properties, LLC's Motion to Vacate Arbitration Award	3/20/23	37	8512-8521
25.	Notice of Entry of Order {Order Granting Bidsal's Countermotion to Confirm Arbitration Award and Denying CLA Properties, LLC's Motion to Vacate Arbitration Award dated March 20, 2023}	3/21/23	37	8522-8533
26.	Transcript of Hearing Re: Motion to Vacate Arbitration Award (NRS 38.241) and for Entry of Judgment dated February 7, 2023	4/11/23	38	8534-8660
27.	CLA Properties, LLC's Notice of Appeal	4/17/23	38	8661-8672
28.	CLA Properties, LLC's Motion to Approve Payment of Fees Award in Full and for Order Preserving Appeal Rights as to the Fees and Right to Return if Appeal is Successful and Request for Order Shortening Time	5/4/23	38	8673-8680
	<u>Exhibit A</u> : Declaration of Todd Kennedy, Esq. dated April 27, 2023		38	8681-8684
29.	Bidsal's Opposition to CLA Properties, LLC's Motion to Approve Payment of Fees Award in Full and for Order Preserving Appeal Right as to the Fees and Right to Return if Appeal is Successful on Order Shortening Time	5/8/23	38	8685-8692

<u>NO.</u>	<u>DOCUMENT</u>	<u>DATE</u>	<u>VOL.</u>	<u>PAGE NO.</u>
(Cont. 29)	<u>Exhibit 1:</u> Transcript of Proceedings Re Motion to Vacate Arbitration Award (NRS 38.241) and for Entry of Judgment dated April 11, 2023		38 39	8693-8782 8783-8802
	<u>Exhibit 2:</u> JAMS Final Award dated March 12, 2022		39	8803-8834
30.	Recorder's Transcript of Pending Motions dated May 9, 2023	5/12/23	39	8835-8878
31.	Recorder's Transcript of Pending Motion dated May 11, 2023	5/15/23	39	8879-8888
32.	Order Regarding Bidsal's Motion to Reduce Award to Judgment and for an Award for Attorney Fees and Costs and Judgment	5/24/23	39	8889-8893
33.	Order Denying CLA Properties, LLC's Motion to Approve Payment of Fees Award in Full and for Order Preserving Appeal Rights as to the Fees and Right to Return if Appeal is Successful	5/24/23	39	8894-8898
34.	Notice of Entry of Order Denying CLA Properties, LLC's Motion to Approve Payment of Fees Award in Full and for Order Preserving Appeal Rights as to the Fees and Right to Return if Appeal is Successful	5/24/23	39	8899-8905
35.	Notice of Entry of Order Regarding Bidsal's Motion to Reduce Award to Judgment and for an Award for Attorney Fees and Costs and Judgment	5/25/23	39	8906-8915
36.	CLA Properties, LLC's Supplemental Notice of Appeal	6/20/23	39	8916-8917
37.	CLA Properties, LLC's Errata to Supplemental Notice of Appeal	6/23/23	39	8918-8931

EXHIBIT 34

Rodney T. Lewin

From: James E. Shapiro [JShapiro@smithshapiro.com]
Sent: Wednesday, August 16, 2017 1:58 PM
To: rod@rtlewin.com
Cc: Andrew Blaylock
Subject: RE: Benjamin Golshani / Shawn Bidsal

Rod,

Mission Square Arbitration – We appreciate the offer, but Mr. Bidsal is not interested in arbitrating the Mission Square dispute.

Distributions – There are only two members and they routinely make distributions. We currently see no reason to freeze distributions so long as they are made in accordance with the terms of the Operating Agreement.

Sincerely,

James E. Shapiro, Esq.



SMITH & SHAPIRO

ATTORNEYS AT LAW

Main 2520 St. Rose Parkway, Suite 220, Henderson, NV 89074
 Office 702.318.5033 Fax 702.318.5034
 Website smithshapiro.com

From: Rodney T. Lewin [mailto:rod@rtlewin.com]
Sent: Wednesday, August 16, 2017 11:05 AM
To: James E. Shapiro <JShapiro@smithshapiro.com>
Cc: Andrew Blaylock <ABlaylock@smithshapiro.com>; 'Ben Gol' <bengol7@yahoo.com>; 'Shawn Gol' <shawn.golshani@gmail.com>
Subject: RE: Benjamin Golshani / Shawn Bidsal

What about the freeze on distributions? You did not respond.

Do you want to submit both issues to arbitration? If so I will ask my client if he is willing.

Rodney T. Lewin
 Law Offices of Rodney T. Lewin, APC
 8665 Wilshire Blvd
 Suite 210
 Beverly Hills, California
 90211-2931
 Tele: 310-659-6771
 Fax: 310-659-7354
 E-Mail: rod@rtlewin.com

CONFIDENTIAL COMMUNICATIONS

The information contained in this communication is confidential and private, and is only for the viewing and use of the intended recipient. If directed to a client, or between lawyers or experts for a client, this communication is intended by the sender to be subject to the attorney-client and attorney work product privileges. Any unauthorized use,

disclosure or copying of this communication or any part thereof is strictly prohibited. Nothing in this message should be interpreted as a digital or electronic signature that can be used to authenticate a contract or other legal document.

IRS CIRCULAR 230 DISCLOSURE: To ensure compliance with requirements imposed by the IRS, we inform you that any tax advice contained in this communication (including any attachments) was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any matters addressed herein.



Please consider our environment before printing this e-mail.

From: James E. Shapiro [mailto:JShapiro@smithshapiro.com]
Sent: Wednesday, August 16, 2017 10:56 AM
To: rod@rtlewin.com
Cc: Andrew Blaylock
Subject: RE: Benjamin Golshani / Shawn Bidsal

Rod,

Mr. Bidsal will not move forward with any contracts to sell any of the properties, but reserves his right to seek damages against Mr. Golshani based upon Mr. Golshani terminating the pending transactions.

With respect to the disagreement, it appears that the matter will need to be resolved through litigation as Mr. Golshani and Mr. Bidsal were unable to resolve their differences. The Green Valley Commerce Operating Agreement requires all disputes to be resolved via Arbitration with JAMS in Las Vegas, Nevada. Mr. Bidsal is ready to proceed forward with arbitration in accordance with the terms of the Operating Agreement.

However, the Mission Square Operating Agreement does not contain an arbitration provision, but does state that Nevada law applies. As such, Mr. Bidsal has directed our firm to initiate a lawsuit here in Nevada to resolve the dispute relative to the Mission Square dispute. I will email you a copy of the Complaint once it has been filed.

Let me know you would like to proceed with the Green Valley Commerce dispute.

Sincerely,

James E. Shapiro, Esq.



SMITH & SHAPIRO

ATTORNEYS AT LAW

Main 2520 St. Rose Parkway, Suite 220, Henderson, NV 89074
 Office 702.318.5033 Fax 702.318.5034
 Website smithshapiro.com

From: Rodney T. Lewin [mailto:rod@rtlewin.com]
Sent: Wednesday, August 16, 2017 9:48 AM
To: James E. Shapiro <JShapiro@smithshapiro.com>
Cc: 'Ben Gol' <bengol7@yahoo.com>; 'Shawn Gol' <shawn.golshani@gmail.com>
Subject: RE: Benjamin Golshani / Shawn Bidsal
Importance: High

James,

are you going to provide a response to my emails (below) –this is the third request.

Rodney T. Lewin
 Law Offices of Rodney T. Lewin, APC

APPENDIX (PX)002085

8665 Wilshire Blvd
 Suite 210
 Beverly Hills, California
 90211-2931
 Tele: 310-659-6771
 Fax: 310-659-7354
 E-Mail: rod@rtlewin.com

From: James E. Shapiro [<mailto:JShapiro@smithshapiro.com>]
Sent: Monday, August 14, 2017 3:02 PM
To: rod@rtlewin.com
Subject: RE: Benjamin Golshani / Shawn Bidsal

Rodney,

Let me know talk to Shawn to see how the meeting went and I'll get a response over to you.

Sincerely,

James E. Shapiro, Esq.



SMITH & SHAPIRO

ATTORNEYS AT LAW

Main 702.318.5033 Fax 702.318.5034
 Office 702.318.5033 Fax 702.318.5034
 Website smithshapiro.com

From: Rodney T. Lewin [<mailto:rod@rtlewin.com>]
Sent: Monday, August 14, 2017 2:00 PM
To: James E. Shapiro <JShapiro@smithshapiro.com>
Cc: 'Ben Gol' <bengol7@yahoo.com>
Subject: FW: Benjamin Golshani / Shawn Bidsal
Importance: High

James can I get a response to my emails below?

Otherwise we will be forced to take action to preserve my clients rights, which I believe should not be necessary.

Thanks.

Rod

From: Rodney T. Lewin [<mailto:rod@rtlewin.com>]
Sent: Thursday, August 10, 2017 12:55 PM
To: 'James E. Shapiro'
Cc: 'Ben Gol'
Subject: FW: Benjamin Golshani / Shawn Bidsal
Importance: High

James please confirm the understanding of the issues raised in my August 8 email which for convenience I set forth below:

To clarify, keeping the status quo means that no contracts of any kind, including contracts for the purchase or sale of real estate, or for any other material asset, shall be entered into, and that no distributions of any of the funds of either of the LLCs shall be made pending the resolution of our dispute concerning the purchase of the Bidsal interests in Mission Square, LLC and Green Valley Commerce, LLC. Please acknowledge Mr. Bidsal's agreement regarding this.


As a corollary, as we further discussed, the appraisal process relating to both entities shall be put on hold pending the resolution of the dispute, whether by arbitration or agreement. Again, please acknowledge Mr. Bidsal's agreement regarding this.

Rodney T. Lewin
Law Offices of Rodney T. Lewin, APC
8665 Wilshire Blvd
Suite 210
Beverly Hills, California
90211-2931
Tele: 310-659-6771
Fax: 310-659-7354
E-Mail: rod@rtlewin.com

CONFIDENTIAL COMMUNICATIONS

The information contained in this communication is confidential and private, and is only for the viewing and use of the intended recipient. If directed to a client, or between lawyers or experts for a client, this communication is intended by the sender to be subject to the attorney-client and attorney work product privileges. Any unauthorized use, disclosure or copying of this communication or any part thereof is strictly prohibited. Nothing in this message should be interpreted as a digital or electronic signature that can be used to authenticate a contract or other legal document.

35 CIRCULAR 230 DISCLOSURE: To ensure compliance with requirements imposed by the IRS, we inform you that any tax advice contained in this communication (including any attachments) was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any matters addressed herein.

 Please consider our environment before printing this e-mail.

From: Rodney T. Lewin [<mailto:rod@rtlewin.com>]
Sent: Tuesday, August 08, 2017 2:44 PM
To: 'James E. Shapiro'
Cc: 'Ben Gol'
Subject: RE: Benjamin Golshani / Shawn Bidsal

James good talking to you. Thank you for your email below.

To clarify, keeping the status quo means that no contracts of any kind, including contracts for the purchase or sale of real estate, or for any other material asset, shall be entered into, and that no distributions of any of the funds of either of the LLCs shall be made pending the resolution of our dispute concerning the purchase of the Bidsal interests in Mission Square, LLC and Green Valley Commerce, LLC. Please acknowledge Mr. Bidsal's agreement regarding this.

As a corollary, as we further discussed, the appraisal process relating to both entities shall be put on hold pending the resolution of the dispute, whether by arbitration or agreement. Again, please acknowledge Mr. Bidsal's agreement regarding this.

As you mentioned our clients will be meeting to see if they can accomplish an informal resolution. In that regard no oral agreement resolving the dispute concerning the terms of the purchase shall be deemed effective or binding until and unless **there is a written agreement signed by both parties.**

In connection with the my clients election to purchase the interests of Mr. Bidsal in Mission Square, LLC and Green Valley Commerce, LLC, we have a fundamental disagreement. We don't the operating agreement gives Mr. Bidsal the right to invoke the appraisal process once my client has accepted his offer. The language at the end of Section 4.2 states that *"The specific intent of this provision is that once the Offering Member presented his or its offer to the Remaining Members, then the Remaining Members shall either sell or buy at the same offered price (or FMV if appraisal is invoked) and according to the procedure set forth in Section 4."* We believe it is clear that the only party who has the right to exercise the appraisal process is the Remaining Member; and that your client, having made the offer is bound y his asking price.

Unless the clients can reach an agreement, we demand arbitration respect to both entities.. We can wait until the clients meet which I understand is happening this Friday, and then discuss the procedure, if necessary.


Thank you.

Rodney T. Lewin
Law Offices of Rodney T. Lewin, APC
8665 Wilshire Blvd
Suite 210
Beverly Hills, California
90211-2931
Tele: 310-659-6771
Fax: 310-659-7354
E-Mail: rod@rtlewin.com

CONFIDENTIAL COMMUNICATIONS

The information contained in this communication is confidential and private, and is only for the viewing and use of the intended recipient. If directed to a client, or between lawyers or experts for a client, this communication is intended by the sender to be subject to the attorney-client and attorney work product privileges. Any unauthorized use, disclosure or copying of this communication or any part thereof is strictly prohibited. Nothing in this message should be interpreted as a digital or electronic signature that can be used to authenticate a contract or other legal document.

IRS CIRCULAR 230 DISCLOSURE: To ensure compliance with requirements imposed by the IRS, we inform you that any tax advice contained in this communication (including any attachments) was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any matters addressed herein.

 Please consider our environment before printing this e-mail.

From: James E. Shapiro [<mailto:JShapiro@smithshapiro.com>]

Sent: Tuesday, August 08, 2017 1:03 PM

To: Rodney Lewin

Subject: Benjamin Golshani / Shawn Bidsal

Rod,

I spoke to my client about this. Apparently, our clients will be meeting this weekend to discuss this issue and see if they can resolve the issue. In the meantime, my client has agreed to maintain the status quo.

Sincerely,

James E. Shapiro, Esq.
jshapiro@SmithShapiro.com

**SMITH & SHAPIRO**

ATTORNEYS AT LAW

Main 2520 St. Rose Parkway, Suite 220, Henderson, NV 89074

Office 702.318.5033 Fax 702.318.5034

Website smithshapiro.com

*** NOTICE ***

This message is intended only for the use of the individual or entity to which it is addressed and may contain attorney/client information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify me immediately by reply email or by telephone at (702)318-5033, and immediately delete this message and all of its attachments.

Virus-free. www.avg.com

EXHIBIT 35

RODNEY T. LEWIN
NOREEN SPENCER LEWIN*
CHANDLER OWEN BARTLETT
ALLYSON P. WITTNER

Law Offices of
RODNEY T. LEWIN
A PROFESSIONAL CORPORATION
8665 WILSHIRE BOULEVARD, SUITE 210
BEVERLY HILLS, CALIFORNIA 90211-2931
TELEPHONE: (310) 659-6771
TELECOPIER: (310) 659-7354

RANDALL A. SPENCER*
RICHARD D. AGAY
MICHAEL Y. LAVAE
OF COUNSEL
*ALSO LICENSED IN ILLINOIS

WRITER'S EMAIL:
ROD@RTLWIN.COM

August 28, 2017

Via email and fax
ishapiro@smithshapiro.com
(702) 318-5034

James E. Shapiro, Esq.
Smith & Shapiro
2520 St. Rose Parkway, Suite 220
Henderson, NV 89074

Re: Green Valley Commerce, LLC, a Nevada Limited Liability
Company; **Proof of Funds to Purchase Membership Interest**

Dear Mr. Shapiro,

As you know, we represent CLA Properties, LLC. Please be advised that my client has all of the funds required to close the escrow for the purchase of Mr. Bidsal's membership interest in Green Valley commerce, LLC as shown by the attached statements. All that remains is that we agree upon escrow and your client performs as required under the Operating Agreement. We reiterate our demand that Mr. Bidsal do so without delay.

Please advise if you have any questions regarding the foregoing.

Cordially,

Very truly yours,

LAW OFFICE OF RODNEY T. LEWIN
A Professional Corporation
RODNEY T. LEWIN

RTL/b
Attachments
Cc: Client via email
Louis Garfinkel via email



wellsfargo.com

August 23, 2017

Wells Fargo Bank
141 W Adams Blvd
Los Angeles, CA 90007

CLA Properties, LLC
2801 S Main st
Los Angeles, CA 90007

Dear To whom it may concern:

This letter is verification that the Customer named above has the following deposit accounts with Wells Fargo.

Account Number	Date Opened	Current Balance*
0846	12/09/2015	2,010,051.54

*The Balance is the opening available balance as of the date of this letter but such balance does not include any uncollected items and/or amounts that have not yet been posted to such account as of the date hereof. The foregoing is not, and should not at any time or in any way be construed as a guaranty of future account balances.

This letter is strictly confidential and the information herein is solely for Customer's lawful use. This letter is given in good faith, without legal liability. Wells Fargo does not represent and warrant that this information is complete or accurate and any errors or omissions in the information shall not be a basis for a claim against Wells Fargo. Wells Fargo does not undertake or accept any duty, responsibility, liability or obligation that may arise from providing this letter and/or for any reliance being placed upon information in this letter or for any loss or damage that may result from reliance being placed upon it. Wells Fargo does not assume any duty or obligation to you or any other person or entity by providing this information and this information is subject to change without notice to you. Wells Fargo does not undertake any duty to update you in the event any deposit account relationship referenced above is, or is the process of being, modified, terminated or cancelled. By requesting and utilizing this information, you agree to indemnify, defend, and hold Wells Fargo harmless from and against any claim resulting from the disclosure and use of the information by you, or from the breach by you of any agreement, representation or warranty herein.

If you have any questions, please contact me at: 213 745 7208.

A representative will be happy to assist you, as follows:

Monday – Thursday: 9:00 AM - 5:00 PM Pacific

Friday: 9:00 AM - 5:00 PM Pacific

Saturday: 9:00 AM - 5:00 PM Pacific

Thank you. We appreciate your business.

Sincerely,


Teresita Rosas

Assistant Branch Manager
Wells Fargo Bank, N.A.

Together we'll go far





wellsfargo.com

August 23, 2017

Wells Fargo Bank
141 W Adams Blvd
Los Angeles, CA 90007

CLA Properties, LLC
2801 S Main st
Los Angeles, CA 90007

Dear To whom it may concern:

This letter is verification that the Customer named above has the following deposit accounts with Wells Fargo.

Account Number	Date Opened	Current Balance*
0846	12/09/2015	2,010,051.54

*The Balance is the opening available balance as of the date of this letter but such balance does not include any uncollected items and/or amounts that have not yet been posted to such account as of the date hereof. The foregoing is not, and should not at any time or in any way be construed as a guaranty of future account balances.

This letter is strictly confidential and the information herein is solely for Customer's lawful use. This letter is given in good faith, without legal liability. Wells Fargo does not represent and warrant that this information is complete or accurate and any errors or omissions in the information shall not be a basis for a claim against Wells Fargo. Wells Fargo does not undertake or accept any duty, responsibility, liability or obligation that may arise from providing this letter and/or for any reliance being placed upon information in this letter or for any loss or damage that may result from reliance being placed upon it. Wells Fargo does not assume any duty or obligation to you or any other person or entity by providing this information and this information is subject to change without notice to you. Wells Fargo does not undertake any duty to update you in the event any deposit account relationship referenced above is, or is the process of being, modified, terminated or cancelled. By requesting and utilizing this information, you agree to indemnify, defend, and hold Wells Fargo harmless from and against any claim resulting from the disclosure and use of the information by you, or from the breach by you of any agreement, representation or warranty herein.

If you have any questions, please contact me at: 213 745 7208.

A representative will be happy to assist you, as follows:

Monday – Thursday: 9:00 AM - 5:00 PM Pacific

Friday: 9:00 AM - 5:00 PM Pacific

Saturday: 9:00 AM - 5:00 PM Pacific

Thank you. We appreciate your business.

Sincerely,

Teresita Rosas

Assistant Branch Manager
Wells Fargo Bank, N.A.

Together we'll go far



COMMUNICATION RESULT REPORT (AUG. 28. 2017 4:38PM) * * *

FAX HEADER 1:
FAX HEADER 2:TRANSMITTED/STORED AUG. 28. 2017 4:37PM
FILE MODE OPTION

ADDRESS

RESULT

PAGE

3240 MEMORY

03 :17023185034

OK

4/4

REASON FOR LOSS OF
TRANSMISSION OR LINE FAIL
E-2) BUSY
E-4) NO FACSIMILE CONNECTIONE-2) BUSY
E-4) NO FACSIMILE CONNECTIONLaw Offices of
RODNEY T. LEWIN8665 Wilshire Boulevard, Suite 210
Beverly Hills, California 90211-2931Telephone (310) 659-6771
Telecopier (310) 659-7354

#7157

FAX COVER SHEET

DATE August 28, 2017

PLEASE HAND-DELIVER THE FOLLOWING FACSIMILE TO:

TO: James E. Shapiro, Esq.

FAX NO: (702) 318-5034

FROM: Rodney T. Lewin, Esq.

TOTAL NUMBER OF PAGES (including cover sheet): 4

MESSAGE: See attached letter of today's date.

Please call us if the fax you received was incomplete or illegible. Our telephone number is (310) 659-6771. For future reference, our fax number is (310) 659-7354.

CONFIDENTIALITY NOTE

The information contained in this facsimile may be legally privileged and confidential. It is intended only for the eyes and use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this facsimile is strictly prohibited.

APPENDIX (PX)002094If you have received this facsimile in error, please immediately notify us by telephone. Call collect, if necessary. Thank you, your cooperation is appreciated.

COMMUNICATION RESULT REPORT (AUG. 28. 2017 5:00PM) * * *

FAX HEADER 1:
FAX HEADER 2:TRANSMITTED/STOPPED: AUG. 28. 2017 4:59PM
FILE MODE: FAX POSITION

ADDRESS

RESULT

PAGE

3241 MEMORY

G3 : 17023185034

OK

2/2

REASON FOR STOP OR LINE FAIL
E-2) BUSY
E-4) NO FACSIMILE CONNECTIONLaw Offices of
RODNEY T. LEWIN8665 Wilshire Boulevard, Suite 210
Beverly Hills, California 90211-2931Telephone (310) 659-6771
Telecopier (310) 659-7354

7157

FAX COVER SHEET

DATE: 8/28/17

PLEASE HAND-DELIVER THE FOLLOWING FACSIMILE TO:

TO:

FAX NO:

FROM:

TOTAL NUMBER OF PAGES (including cover sheet):

MESSAGE:

Here is the
second statement

Please call us if the fax you received was incomplete or illegible. Our telephone number is (310) 659-6771. For future reference, our fax number is (310) 659-7354.

CONFIDENTIALITY NOTE

The information contained in this facsimile may be legally privileged and confidential. It is intended for the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this facsimile is strictly prohibited.



110 East 9th Street
Los Angeles, CA 90079
t: (213) 362-1200
f: (213) 362-1201
www.habbank.com

HAB/LA/2568/17

August 25, 2017

TO WHOM IT MAY CONCERN

This is to certify that Mr. Benjamin Golshani, CEO of CLA Properties is maintaining business checking accounts and other allied accounts with us satisfactorily since 1996. The available balance in the accounts as of August 24, 2017 has been \$1,103,168.00.

The accounts have remained in good standing throughout.

This certificate has been issued upon the specific request of the customer without any risk and responsibility on the part of our bank or any of its employees.

In case of any questions, please contact Arpine Nahapetyan at 213-362-0589.


Authorized Signature
Authorized Signature



James E. Shapiro, Esq.
jshapiro@smithshapiro.com

August 31, 2017

VIA FIRST CLASS MAIL & EMAIL TO:

Rodney T. Lewin
8665 Wilshire Boulevard, Suite 210
Beverly Hills, CA 90211-2391
rod@rtlewin.com

RE: Green Valley Commerce, LLC, a Nevada limited liability company

Dear Mr. Golshani,

I am in receipt of your August 28, 2017 letter regarding Green Valley Commerce, LLC (the "**Company**"), wherein you incorrectly state that "[a]ll that remains is that we agree upon escrow and your client performs as required under the Operating Agreement."

As set forth in my August 5, 2017 letter to Benjamin Golshani, Shawn Bidsal has exercised his right under Article V, Section 4 of the Company's Operating Agreement, to establish the FMV by appraisal. Further, Mr. Bidsal identified the following MIA Appraisers:

For the Nevada properties:

- (1) Lubawy & Associate, 3034 South Durango, Suite 100, Las Vegas NV 89117, 702-242-9369.
- (2) Valuation Consultant, Keith Harper, 4200 Cannoli Circle, Las Vegas NV 89103, 702-222-0018.

For the Arizona properties:

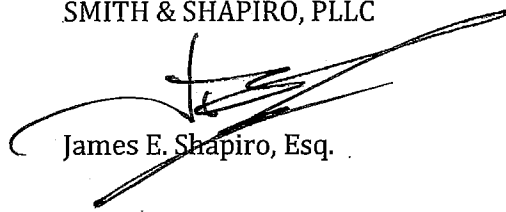
- (3) Commercial Appraisals, 2415 E Camelback Rd, Ste 700, Phoenix AZ 85016, 602-254-3318.
- (4) US Property Valuations, 3219 E Camelback Rd, Phoenix AZ 85018, 602-315-4560.

Under the terms of the Operating Agreement, the ball is in Mr. Golshani's court as he must now identify which of the forgoing MIA Appraisers he desires to use, as well as identify two more MIA appraisers for the properties whom Mr. Golshani desires to use. Once Mr. Golshani provides this information, we will be able to move forward.

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

SMITH & SHAPIRO, PLLC


James E. Shapiro, Esq.

cc: Shawn Bidsal

smithshapiro.com

EXHIBIT 36

RODNEY T. LEWIN
 NOREEN SPENCER LEWIN*
 CHANDLER OWEN BARTLETT
 ALLYSON P. WITTNER

Law Offices of
RODNEY T. LEWIN
 A PROFESSIONAL CORPORATION
 8665 WILSHIRE BOULEVARD, SUITE 210
 BEVERLY HILLS, CALIFORNIA 90211-2931
 TELEPHONE: (310) 659-6771
 TELECOPIER: (310) 659-7354

RANDALL A. SPENCER*
 RICHARD D. AGAY
 MICHAEL Y. LAVAE
 OF COUNSEL
 *ALSO LICENSED IN ILLINOIS

WRITER'S EMAIL:
 ROD@RTLEWIN.COM

October 10, 2017

Via email and fax
jshapiro@smithshapiro.com
 (702) 318-5034

James E. Shapiro, Esq.
 Smith & Shapiro
 2520 St. Rose Parkway, Suite 220
 Henderson, NV 89074

Re: Green Valley Commerce, LLC, a Nevada Limited Liability
 Company;

Dear James,

Following up on our conversation regarding the demand for a "representative" meeting, we believe that has already occurred. After the dispute arose our clients met for hours and were unable to reach a resolution. You and I had email communications regarding that meeting. Is there some reason you believe that meeting has not satisfied the requirements under the operating agreement? Please advise.

Cordially,

Very truly yours,

LAW OFFICE OF RODNEY T. LEWIN
 A Professional Corporation
 RODNEY T. LEWIN

RTL/b
 cc: Client via email
 Louis Garfinkel via email

EXHIBIT 36

EXHIBIT 37

From: shawn bidsal [mailto:wcico@yahoo.com]
Sent: Monday, December 12, 2011 9:28 AM
To: David LeGrand <dgllawyer@hotmail.com>; bahman gholshani <bengol7@yahoo.com>
Subject: Re: GVC OPAG

the operating agreements are finished and signed thanks shawn

EXHIBIT

37

EXHIBIT 38



James E. Shapiro, Esq.
jshapiro@smithshapiro.com

August 31, 2017

VIA FIRST CLASS MAIL & EMAIL TO:

Rodney T. Lewin
8665 Wilshire Boulevard, Suite 210
Beverly Hills, CA 90211-2391
rod@rtlewin.com

RE: Green Valley Commerce, LLC, a Nevada limited liability company

Dear Mr. Golshani,

I am in receipt of your August 28, 2017 letter regarding Green Valley Commerce, LLC (the "**Company**"), wherein you incorrectly state that "[a]ll that remains is that we agree upon escrow and your client performs as required under the Operating Agreement."

As set forth in my August 5, 2017 letter to Benjamin Golshani, Shawn Bidsal has exercised his right under Article V, Section 4 of the Company's Operating Agreement, to establish the FMV by appraisal. Further, Mr. Bidsal identified the following MIA Appraisers:

For the Nevada properties:

- (1) Lubawy & Associate, 3034 South Durango, Suite 100, Las Vegas NV 89117, 702-242-9369.
- (2) Valuation Consultant, Keith Harper, 4200 Cannoli Circle, Las Vegas NV 89103, 702-222-0018.

For the Arizona properties:

- (3) Commercial Appraisals, 2415 E Camelback Rd, Ste 700, Phoenix AZ 85016, 602-254-3318.
- (4) US Property Valuations, 3219 E Camelback Rd, Phoenix AZ 85018, 602-315-4560.

Under the terms of the Operating Agreement, the ball is in Mr. Golshani's court as he must now identify which of the forgoing MIA Appraisers he desires to use, as well as identify two more MIA appraisers for the properties whom Mr. Golshani desires to use. Once Mr. Golshani provides this information, we will be able to move forward.

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

SMITH & SHAPIRO, PLLC

James E. Shapiro, Esq.

EXHIBIT 38

cc: Shawn Bidsal

smithshapiro.com

EXHIBIT 39

OPERATING AGREEMENT
For
CHEYENNE TECHNOLOGY PARK, LLC
A California Limited Liability Company

This Operating Agreement (this "Agreement") is made as of February 1, 2003, by and among the parties listed on the signature pages hereof (collectively referred to as the "Members" or individually as a "Member"), with reference to the following facts:

A. The Members caused to be filed Articles of Organization (the "Articles") for CHEYENNE TECHNOLOGY PARK LLC (the "Company"), a limited liability company under the laws of the State of Nevada, with the Nevada Secretary of State on November 21, 2002.

B. The Members have caused the Company to file a Limited Liability Company Application for Registration, Form LLC-5, with the California Secretary of State.

NOW, THEREFORE, the Members of this Agreement set forth the operating agreement for the Company upon the terms and subject to the conditions of this Agreement.

ARTICLE I
ORGANIZATIONAL MATTERS

1.1 **Name.** The name of the Company shall be "Cheyenne Technology Park, LLC." The Company may conduct business under that name or any other name approved by the Members.

1.2 **Term.** The Company's existence commenced as of the date of the filing of the Articles and shall continue until dissolved pursuant to the provisions of this Agreement.

1.3 **Office and Agent.** The Company shall continuously maintain an office and registered agent in the State of California as required by the Act. The principal office of the Company shall be at 14039 Sherman Way, Suite 201, Van Nuys, California 91405, or such other location as the Members may determine. The registered agent shall be as stated in the Articles or as otherwise determined by the Members.

1.4 **Business of the Company.** Notwithstanding the Company's purpose described in the Articles, the Company shall not engage in any business other than the following without the consent of all of the Members:

- (a) the business of the management, operation, and ownership of that certain improved real property commonly known as 1455 W. Highland, San Bernardino, California (the "Property"); and
- (b) such other activities directly related to the foregoing business as may be necessary or advisable in the reasonable opinion of the Members to further such business.

ARTICLE II CAPITAL CONTRIBUTIONS

2.1 Capital Contributions. Each Member shall make a cash contribution to the Company's capital in the amount shown opposite the Member's name on **Exhibit "A"** to this Agreement. No Member shall be required to make any additional capital contributions to the Company. Additional contributions to the company's capital shall be made only with the unanimous consent of the Members. Except as provided in this Agreement, no Member may withdraw his or her capital contribution.

ARTICLE III MEMBERS

3.1 Admission of Additional Members. Additional Members may be admitted with the unanimous approval of all Members. Additional Members will participate in the Company's management, Net Profits, Net Losses, and distributions on such terms as the Members determine. The Members shall amend **Exhibit "A"** on the admission of an additional Member to set forth such Member's name and capital contribution. "Net Profits" and "Net Losses" shall mean the income, gain, loss, deductions, and credits of the Company in the aggregate or separately stated, as appropriate, determined in accordance with the method of accounting at the close of each fiscal year employed on the Company's information tax return filed for federal income tax purposes.

3.2 Buy/Sell of Member Interest. Any Member ("Offering Member") may, at any time such Member is not in default pursuant to this Agreement, offer by written notice ("Notice") either to sell such Member's interest in the Company to the other Member(s) ("Non-Offering Members") or to buy a Non-Offering Member's interest in the Company. The Notice shall specify the Offering Member's appraisal of the value of the Property owned by the Company net of loans from Members and third parties ("Company's Value"), and also payment terms. The Non-Offering Member(s) shall elect, no later than thirty (30) days after receipt of the Notice, either to purchase the Company's interest of the Offering Member or to sell the Non-Offering Member's interest to the Offering Member on the same payment terms. Should the Non-Offering Member fail to elect either to buy or sell, the Offering Member may make such election on or before the date thirty (30) days after the expiration of the previous thirty (30) day period. The purchase and sale pursuant to this provision shall be for cash at the closing, which shall occur no later than one hundred twenty (120) days after the date of the Notice. The purchase price shall be in an amount equal to the Company's Value. If the parties are unable to agree to terms of the Notice, the Company's Value, or the purchase or sale of the Member's interests, the parties shall submit the matter to binding arbitration pursuant to section 6.16 below.

3.3 Payments to Members. Except as specified in this Agreement, no Member or person or entity controlled by, controlling or under common control with the Members (each such person or entity is defined as an "Affiliate"), is entitled to remuneration for services rendered or goods provided to the Company. However, the Company shall reimburse the Members and their Affiliates for organizational expenses (including, without limitation, legal and accounting fees and costs) incurred to form the Company, prepare the Articles and this

Agreement and, as approved by the Members, for the actual cost of goods and materials used by the Company.

3.4 Sale of Property. The Members must unanimously agree, in writing, to sell the Property, and to the terms of such sale, or the acquisition of new real property by the Company. If the Property is sold, any Member who made a cash contribution shall be paid back first in the amount of that Member's cash contribution. Member Hersel Tabankia ("Mr. Tabankia") made an initial cash contribution of \$1,100,000, to acquire the Property at a February 7, 2003 judicial foreclosure sale and an additional \$250,000 to later acquire the redemption rights, for a total of \$1,350,000. Upon a sale or transfer, Mr. Tabankia shall be first reimbursed \$1,350,000, ("Reimbursement Amount"). Any disputes in this regard shall be resolved in accordance with section 6.16.

3.4.1 Apportionment of Gain Upon Sale. After paying the Reimbursement Amount to Mr. Tabankia, Members shall split all net proceeds from the sale of the Property with 70% payable to Mr. Tabankia and 30% payable to Member West Coast Investments, Inc. ("WCI").

3.4.2 Apportionment of Loss Upon Sale. Should the net proceeds from the sale of the Property be less than the Reimbursement Amount, the Company shall pay to Mr. Tabankia all net proceeds. In this scenario, WCI shall receive none of the net proceeds and no contribution shall be required from WCI to make up the difference between the net proceeds and the Reimbursement Amount.

3.5 Refinance or Transfer of the Property. The Members must unanimously agree, in writing, to refinance or pledge the Property as collateral for any loan, and to the terms of any such refinance or hypothecation, and to the use of the money obtained from any such financing, and must unanimously agree, in writing, to transfer the Property, either under IRS Code Section 1031, or otherwise. It is the intent of the Members that the amount of any loans obtained by the Company remains in the Company to use as working capital to acquire other properties, unless otherwise agreed by the Members. Any disputes in this regard shall be resolved in accordance with section 6.16.

3.6 Apportionment of Net Monthly Profits/Losses. The Members shall split all monthly net income from the rents issues and profits of the Property with 70% payable to Mr. Tabankia and 30% payable to WCI, paid monthly to the Members. The 30% of net monthly income will be paid to WCI in lieu of any property management fees. If at any time, there is no net monthly income, then the Members shall fund the operation of the Property on such terms as they shall agree.

3.7 Death or Disability of Member Hersel Tabankia. Upon the death or disability (i.e. disabled in such condition that substantially limits or prevents such person from performing, on a full-time basis, his or her duties, or lacking in mental capacities to be able to undertake such duties, or rendered disabled under the provisions of any disability policy) of Member Hersel Tabankia, then his wife Shahnaz Lalezarzedeh-Tabanki (aka Shahnaz Tabankia) shall automatically have all ownership, rights, options, privileges, powers, and authority previously held by Member Hersel Tabankia, including without limitation the right to sign any and all documents relating to the Company, on behalf of Hersel Tabankia, without the need for any power of attorney, probate or conservatorship proceeding, or other court order.

ARTICLE IV MANAGEMENT

4.1 Management and Powers. All Members must unanimously agree to those items listed in sections 3.4 and 3.5, above. Except as to those items listed in sections 3.4 and 3.5 above, only Member WCI shall have full, complete and exclusive authority, power, and discretion to manage and control the Company's business, property and affairs, to make all decisions regarding those matters, and to perform any and all other acts or activities customary or incident to the management of the Company's business, property and affairs. The Managing Member shall be Shawn Bidsal ("Managing Member"), President of Member WCI. Herman Mendel shall be appointed Senior Vice President ("Senior Vice President") of the Company. Either the Managing Member or the Senior Vice President may exercise the following specific rights and powers without any further consent of the Members being required:

- (i) Operate, maintain, improve, construct, and lease any real estate and any personal property necessary, convenient or incidental to the accomplishment of the purpose of the Company;
- (ii) Care for and distribute funds to the Interest Holders by way of cash, income, return of capital or otherwise, all in accordance with the provisions of this Agreement, and perform all matters in furtherance of the purpose of the Company or this Agreement;
- (iii) Engage in any kind of activity and perform and carry out contracts of any kind (including contracts of insurance) necessary or incidental to, or in connection with, the accomplishment of the purpose of the Company;
- (iii) Take, or refrain from taking, all actions, not expressly proscribed or limited by this Agreement, as may be necessary or appropriate to accomplish the purpose of the Company;
- (iii) Determine the amount and timing of distributions; and
- (iv) Institute, prosecute, defend, settle, compromise and dismiss lawsuits or other judicial or administrative proceedings brought on or in behalf of, or against, the Company or Interest Holders in connection with activities arising out of, connected with or incidental to this Agreement, and to engage counsel or others in connection therewith.

-4-

K:\Cheyenne\Agreements\Operating Agreement for LLC

Either the Managing Member or the Senior Vice President may exercise the following specific rights and powers, provided, however, that consent of all the Members shall be required:

- (i) Finance, own, grant options with respect to, sell, convey, assign, and mortgage any real estate necessary, convenient or incidental to the accomplishment of the purpose of the Company;
- (ii) Borrow money and issue evidences of indebtedness necessary, convenient or incidental to the accomplishment of the purpose of the Company, and secure the same by mortgage, pledge or other lien on any Property; and
- (v) Prepay in whole or in part, refinance, recast, increase, modify or extend any liabilities affecting the Property, and in connection therewith, execute any extensions or renewals of encumbrances on any or all of the Property.

4.2 Member Approval. No annual or regular Members meetings are required. However, if such meetings are held, such meetings shall be noticed, held and conducted pursuant to the Act. In any instance in which the Member's approval is required under this Agreement, such approval may be obtained in any manner permitted by the Act.

4.3 Devotion of Time. Each Member shall devote time or effort as he or she deems appropriate for the furtherance of the Company's business.

4.4 Fiduciary Duties. The only fiduciary duties a Member owes to the Company and the other Members are the duty of loyalty and the duty of care set forth in subsections (i) and (ii) below:

(i) A Member's duty of loyalty to the Company and the other Members is limited to the following:

(a) To account to the Company and hold as trustee for the Company and property, profit, or benefit derived by the Member in the conduct of the Company's business or the winding up of the Company's business or derived from any use by the Member of Company property, without the consent of the other Members; and

(b) To refrain from dealing with the Company in the conduct or winding up of the Company business as or on behalf of a party having an interest adverse to the Company without the consent of the other Members.

(ii) A Member's duty of care to the Company and the other Members in the conduct and winding up of the Company's business is limited to refraining from engaging in

-5-

K:\Cheyenne\Agreements\Operating Agreement for LLC

grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law by the Member.

ARTICLE V

ALLOCATIONS OF NET PROFITS AND NET LOSSES AND DISTRIBUTIONS

5.1 Tax Allocations. All items of Company income, gain, loss or deduction shall be allocated for federal, state and local income tax purposes to the Members, pro rata, in accordance with their respective Percentage Interests.

5.2 Qualified Income Offset. If any Member unexpectedly receives an adjustment, allocation, or distribution that results in a deficit balance in that Member's Capital Account, there shall be allocated to that Member items of Company income and gain in an amount and manner sufficient to eliminate such deficit balance as quickly as possible.

Miscellaneous

- 6.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legatees, legal representatives, successors, transferees and assigns.
- 6.2 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any party.
- 6.3 Time. Time is of the essence with respect to this Agreement.
- 6.4 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof or thereof.
- 6.5 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof or thereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.
- 6.6 Incorporation by Reference. Every exhibit, schedule and other appendix attached to this Agreement and referred to herein or therein is hereby incorporated in this Agreement by reference.
- 6.7 Further Action. Each Interest Holder and Manager agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary, appropriate or desirable to carry out the provisions of this Agreement.
- 6.8 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

-6-

K:\Cheyenne\Agreements\Operating Agreement for LLC

- 6.9 Governing Law. The laws of the State of California without reference to conflicts of law provisions shall govern the validity of this Agreement, the construction of their terms, and the interpretation of the rights and duties of the parties.
- 6.10 Waiver of Action for Partition. Each Interest Holder irrevocably waives any right that he may have to maintain any action for partition with respect to any of the Property.
- 6.11 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the parties had signed the same document. Signatures forwarded by telecopier facsimile shall be binding. All counterparts of this Agreement shall be construed together and shall constitute one agreement.
- 6.12 Sole and Absolute Discretion. Except as otherwise provided in this Agreement, all actions which the Members or the Managers may take and all determinations which the Members or the Managers may make pursuant to this Agreement may be taken and made in their sole and absolute discretion.
- 6.13 Entire Agreement. This Agreement and the Exhibits hereto, all of which are incorporated herein by reference, constitute the entire agreement between the parties hereto pertaining to the subject matter hereof and thereof and supersede all prior agreements, understandings, negotiations, and discussions, whether oral or written.
- 6.14 Third Parties. Nothing in this Agreement, expressed or implied, is intended to confer upon any Person other than the parties any rights or remedies under or by reason of this Agreement.
- 6.15 Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, duty, agreement or condition.
- 6.16 Arbitration. The parties hereby agree that any controversy, dispute or shall be resolved at the request of either party by submission of said claim(s) to mandatory and binding arbitration with the American Arbitration Association (AAA) or JAMS/Endispute (JAMS) located in Los Angeles, California, pursuant to the rules adopted by the AAA or JAMS (the "Rules"). The aggrieved party can initiate arbitration by sending a written notice of demand for arbitration by registered or certified mail to all parties. The notice shall contain a statement setting forth the nature of the dispute, the amount involved, if any, and the determination sought. Within ten (10) business days after receipt of such arbitration demand, the non-submitting party shall select either AAA or JAMS, and the parties shall then jointly select the Arbitrator. All decisions of the Arbitrator shall be binding, final and non-appealable.

6.17

Attorneys' Fees. If an arbitration or other proceedings are instituted by any party to enforce any of the terms or conditions of this Agreement against any other party hereto, the prevailing party in such arbitration or proceedings shall be entitled, as an additional item of damages, to such reasonable attorneys' and other professional fees and costs (including, but not limited to, witness fees), court costs, arbitrators' fees, arbitration administrative fees, travel expenses, and other out-of-pocket expenses or costs of such other proceedings, as may be fixed by any court of competent jurisdiction, arbitrator or other judicial or quasi-judicial body having jurisdiction thereof, whether or not such litigation or proceedings proceed to a final judgment or award. For the purposes of this Section, any party receiving an arbitration award or a judgment for damages or other amounts shall be deemed to be the prevailing party, regardless of amount of the damage awarded or whether the award or judgment was based on all or some of such party's claims or causes of action.

6.18

Counsel to Company. The Managers may execute on behalf of the Company any consent to the representation of the Company that counsel may request pursuant to the California Rules of Professional Conduct or similar rules in any other jurisdiction ("Rules"). The Company has initially selected Hershorin & Henry, LLP ("Company Counsel") as legal counsel to the Company. Each Member ("Interested Party") acknowledges that Company Counsel does not represent any Interested Party in the absence of a clear and explicit written agreement to such effect between the Interested Party and Company Counsel, and that in the absence of any such agreement Company Counsel shall owe no duties directly to an Interested Party. Notwithstanding any adversity that may develop, in the event any dispute or controversy arises between any Interested Party and the Company, or between any Interested Parties or the Company, on the one hand, and an Interested Party that Company Counsel represents, on the other hand, then each Interested Party agrees that Company Counsel may represent the Company or the Interested Party in any such dispute or controversy to the extent permitted by the Rules, and each Interested Party and the Company hereby consents to such representation. Each Interested Party further acknowledges that while communications with Company Counsel concerning the formation of the Company and the Interested Parties may be confidential with respect to third parties, no Interested Party has any expectation that such communications are confidential with respect to the Company or the Interested Party.

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as of the commencement of the term of the Company as stated above.

MEMBERS:

WEST COAST INVESTMENTS, INC.

By: 

Herman Mendel

Its: Executive Vice President

HERSEL TABANKIA

By: 

Hersel Tabankia

6/19/03

FROM :

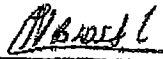
FAX NO. : +98 21 8902056

un. 18 2003 11:11AM P1

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as of the commencement of the term of the Company as stated above.

MEMBERS:

WEST COAST INVESTMENTS, INC.

By: 
Shawn Bidsal
Its: President

HERSEL TABANKIA

By: _____
Hersel Tabankia

-9-

K:Cheyenne\Agreements\Operating Agreement for LLC

EXHIBIT "A"

CAPITAL CONTRIBUTION AND ADDRESSES OF MEMBERS AS OF

<u>Member's Name</u>	<u>Member's Contribution</u>	<u>Member's Membership Interest</u>
Hersel Tabankia	\$1,350,000.00	70%
West Coast Investments, Inc		30%

EXHIBIT 40

Ben Gol

From: ben <bengol7@yahoo.com>
Sent: Tuesday, February 21, 2012 11:03 PM
To: Shawn Bidsal
Subject: credit card

Categories: Buyout

hi, it seems that all my credit cards are maxed out. I need a few thousand for travel expenses. Can you release some?

Ben

EXHIBIT 40

EXHIBIT 41

Ben Gol

From: shawn bidsal <wcico@yahoo.com>
Sent: Monday, December 12, 2011 9:28 AM
To: David LeGrand; bahman gholshani
Subject: Re: GVC OPAG
Attachments: _Certification_.txt

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Buyout

the operating agreements are finished and signed thanks shawn

--- On Sat, 12/10/11, David LeGrand <dgllawyer@hotmail.com> wrote:

From: David LeGrand <dgllawyer@hotmail.com>
Subject: GVC OPAG
To: "Shawn Bidsal" <wcico@yahoo.com>
Date: Saturday, December 10, 2011, 6:25 PM

Shawn, did you ever finish the revisions? Ben really wants to get this finished.

David G. LeGrand, Esq.
 2610 South Jones, Suite 1
 Las Vegas, NV 89146
 Office; 702-727-6272
 Fax: 702-362-2169
 Cell: 702-218-6736

Confidentiality Notice This message and any attachments are for the named person's use only. The message and any attachment may contain confidential, proprietary, or legally privileged information. No confidentiality or privilege is waived or lost by any mis-transmission. If you receive this message in error, please immediately notify the sender, delete all copies of it from your system, and destroy any hard copies of it. Please do not, directly or indirectly, use, disclose, distribute, print, or copy any part of this message if you are not the intended recipient. Further, this message shall not be considered, nor shall it constitute an electronic transaction, non-paper transaction, and/or electronic signature under any and all electronic acts including the Uniform Electronic Transfer Act and/or the Electronic Signatures in Global and National Commerce Act. This message shall not be considered tax advice nor interpretation of any tax law or rule.

EXHIBIT 41

EXHIBIT 42

customer service

From: GOLLLC [ben@golllc.com]
Sent: Friday, July 21, 2017 2:42 PM
To: shawn bidsal
Subject: Green Valley Commerce

Categories: Buyout

Hi Shawn,

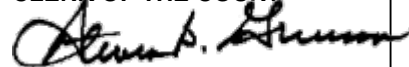
I hope all is well. I have been talking to Danielle and thought it is a good idea to appraise the Green Valley Commerce property next week and get some information for myself. I am ordering it at my own cost.

Please inform The property manager.

Thank you in advance.

Ben

EXHIBIT 42



1 **APEN**

2 Louis Garfinkel, Esq.

3 Nevada Bar No. 3416

4 REISMAN SOROKAC

5 8965 South Eastern Ave, Suite 382

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

10 **DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12 CLA PROPERTIES, LLC, a California
13 limited liability company,

Case No. A-22-854413-J

Dept. No. 23

14 Movant (Respondent in
15 arbitration)

16 vs.

17 SHAWN BIDSAL, an individual,

18 Respondent (Claimant in
19 arbitration).

20 **APPENDIX TO MOVANT CLA
21 PROPERTIES, LLC'S MOTION TO VACATE
22 ARBITRATION AWARD (NRS 38.241) AND
23 FOR ENTRY OF JUDGMENT
24 (VOLUME 11 OF 18)**

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

27 ///

28 ///

///

///

///

///

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.

REISMAN·SOROKAC
8965 SOUTH EASTERN AVENUE, SUITE 382
LAS VEGAS, NEVADA 89123
PHONE: (702) 727-6258 FAX: (702) 446-6756

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	

REISMAN SOROKAC
8965 SOUTH EASTERN AVENUE, SUITE 382
LAS VEGAS, NEVADA 89123
PHONE: (702) 727-6258 FAX: (702) 446-6756

REISMAN·SOROKAC
 8965 SOUTH EASTERN AVENUE, SUITE 382
 LAS VEGAS, NEVADA 89123
 PHONE: (702) 727-6258 FAX: (702) 446-6756

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							

REISMAN·SOROKAC
 8965 SOUTH EASTERN AVENUE, SUITE 382
 LAS VEGAS, NEVADA 89123
 PHONE: (702) 727-6258 FAX: (702) 446-6756

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		

REISMAN·SOROKAC
 8965 SOUTH EASTERN AVENUE, SUITE 382
 LAS VEGAS, NEVADA 89123
 PHONE: (702) 727-6258 FAX: (702) 446-6756

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							
24							
25							
26							
27							
28							

REISMAN·SOROKAC
8965 SOUTH EASTERN AVENUE, SUITE 382
LAS VEGAS, NEVADA 89123
PHONE: (702) 727-6258 FAX: (702) 446-6756

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

REISMAN·SOROKAC
8965 SOUTH EASTERN AVENUE, SUITE 382
LAS VEGAS, NEVADA 89123
PHONE: (702) 727-6258 FAX: (702) 446-6756

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
------	------	---------	------	-------------

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
------	------	---------	------	-------------

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.

REISMAN SOROKAC
8965 SOUTH EASTERN AVENUE, SUITE 382
LAS VEGAS, NEVADA 89123
PHONE: (702) 727-6258 FAX: (702) 446-6756

				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 194

Electronically Filed
3/10/2020 2:37 PM
Steven D. Grierson
CLERK OF THE COURT



James E. Shapiro, Esq.
Nevada Bar No. 7907
jshapiro@smithshapiro.com
Aimee M. Cannon, Esq.
Nevada Bar No. 11780
acannon@smithshapiro.com
SMITH & SHAPIRO, PLLC
3333 E. Serene Ave., Suite 130
Henderson, Nevada 89074
702-318-5033
Attorneys for Respondent, SHAWN BIDSAL

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Case No. A-19-795188-P
Dept. No. 31

Petitioner,

vs.

SHAWN BIDSAL, an individual,

Respondent.

**NOTICE OF ENTRY OF ORDER GRANTING RESPONDENT'S
MOTION FOR STAY PENDING APPEAL**

PLEASE TAKE NOTICE that an ORDER GRANTING RESPONDENT'S MOTION FOR
STAY PENDING APPEAL, was entered in the above-entitled matter on the 10th day of March,
2020, a copy of which is attached hereto.

Dated this 10th day of March, 2020

SMITH & SHAPIRO, PLLC

/s/ James E. Shapiro

James E. Shapiro, Esq.
Nevada Bar No. 7907
Aimee M. Cannon, Esq.
Nevada Bar No. 11780
3333 E. Serene Ave., Suite 130
Henderson, Nevada 89074
Attorneys for Respondent, Shawn Bidsal

SMITH & SHAPIRO, PLLC

3333 E. Serene Ave., Suite 130
Henderson, NV 89074
O: (702) 318-5033 F: (702) 318-5034

CERTIFICATE OF SERVICE

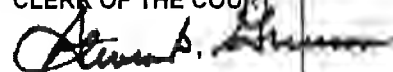
I hereby certify that I am an employee of SMITH & SHAPIRO, PLLC, and that on the 10th day of March, 2020, I served a true and correct copy of the foregoing **NOTICE OF ENTRY OF ORDER GRANTING RESPONDENT'S MOTION FOR STAY PENDING APPEAL** by e-serving a copy on all parties registered and listed as Service Recipients in Odyssey File & Serve, the Court's on-line, electronic filing website, pursuant to Administrative Order 14-2, entered on May 9, 2014.

/s/ Jennifer A. Bidwell

An employee of Smith & Shapiro, PLLC

SMITH & SHAPIRO, PLLC
3333 E. Serene Ave., Suite 130
Henderson, NV 89074
O: (702) 318-5033 F: (702) 318-5034

Electronically Filed
3/10/2020 11:45 AM
Steven D. Grierson
CLERK OF THE COURT



James E. Shapiro, Esq.
Nevada Bar No. 7907
jshapiro@smithshapiro.com
Aimee M. Cannon, Esq.
Nevada Bar No. 11780
acannon@smithshapiro.com
SMITH & SHAPIRO, PLLC
3333 E. Serene Ave., Suite 130
Henderson, Nevada 89074
702-318-5033
Attorneys for Respondent, SHAWN BIDSAL

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Petitioner,

vs.

SHAWN BIDSAL, an individual,

Respondent.

Case No. A-19-795188-P
Dept. No. 31

DEPARTMENT XXXI

NOTICE OF HEARING

DATE 6/9/20 TIME 9:00am

APPROVED BY SC

Date: February 18, 2020
Time: 9:00am

PLEASE FILE WITH MASTER
CALENDAR

ORDER GRANTING RESPONDENT'S MOTION FOR STAY PENDING APPEAL

THIS MATTER having come before the Court on Respondent SHAWN BIDSAL's ("Bidsal") Motion for Stay Pending Appeal (the "Motion"), Petitioner CLA PROPERTIES, LLC's ("CLA Properties") appearing by and through their attorneys of record, LEVINE & GARFINKEL; Respondent Bidsal appearing by and through his attorneys of record, SMITH & SHAPIRO, PLLC; the Court having reviewed the papers and pleadings on file herein, having heard the arguments of counsel, the Court being fully advised in the premises, and good cause appearing, the Court finds and concludes as follows:

1. In deciding whether to issue a stay, the Court considered the following factors: (1) whether the object of the appeal or writ petition will be defeated if the stay is denied; (2) whether appellant/petitioner will suffer irreparable or serious injury if the stay is denied; (3) whether respondent/real party in interest will suffer irreparable or serious injury if the stay is granted; and (4) whether appellant/petitioner is likely to prevail on the merits in the appeal or writ petition. Hansen v. Eighth Judicial Dist. Court ex rel. Cnty. of Clark, 116 Nev. 650, 657, 6 P.3d 982, 986 (2000).

SMITH & SHAPIRO, PLLC
3333 E. Serene Ave., Suite 130
Henderson, NV 89074
O: (702) 318-5033 F: (702) 318-5034

SMITH & SHAPIRO, PLLC
 3333 E. Serene Ave., Suite 130
 Henderson, NV 89074
 O:(702)318-5033 F:(702)318-5034

1 2. After considering the evidence and arguments presented by the parties, the Court finds
 2 that the first three Hansen factors weigh in favor of granting the requested stay, and that while the
 3 fourth Hansen factor weighs against the requested stay, when considering all of the facts together as a
 4 whole, a stay is proper and warranted.

5 3. After considering the evidence and arguments presented by the parties, the Court finds
 6 that a supersedeas bond is required as provided for in NRCP 62, and that, in light of the totality of the
 7 circumstances, the amount of the supersedeas bond should equal the amount of attorneys fees awarded
 8 by the arbitrator in the underlying arbitration award, which was \$298,256.00.

9 NOW THEREFORE:

10 4. IT IS HEREBY ORDERED that Bidsal's Motion is GRANTED on the terms set forth
 11 herein.

12 5. IT IS FURTHER ORDERED that, upon the posting of the Bond, the Court's ORDER
 13 CONFIRMING PETITION FOR CONFIRMATION OF ARBITRATION AWARD AND ENTRY
 14 OF JUDGMENT AND DENYING RESPONDENT'S OPPOSITION AND COUNTERPETITION
 15 TO VACATE THE ARBITRATOR'S AWARD entered on December 6, 2019 (the "Confirmation
 16 Order"), and all enforcement thereof, is hereby STAYED, pending a final resolution of the pending
 17 appeal, identified as Supreme Court case number 804727.

18 6. IT IS FURTHER ORDERED that the scope of the stay being imposed is limited solely
 19 to a stay of the Confirmation Order.

20 \\\

21 \\\

22 \\\

23 \\\

24 \\\

25 \\\

26 \\\

27 \\\

28 \\\

7. IT IS FURTHER ORDERED that Respondent Bidsal shall post a supersedeas bond, or cash in lieu of a bond, in the amount of \$298,256.00 (the "Bond") within fourteen (14) days of entry of this order. The stay imposed by this order shall be effective only upon the posting of the Bond or cash in lieu of the Bond. *A. Status check on the stay has been set for*

IT IS SO ORDERED this 3 day of ~~February~~ *June 9, 2020, at 9:00am*, 2020.

Joanna S. Kishner
JOANNA S. KISHNER

DISTRICT COURT JUDGE

Respectfully Submitted by:

SMITH & SHAPIRO, PLLC

James E. Shapiro
James E. Shapiro, Esq.
Nevada Bar No. 7907
Andrew S. Blaylock
Andrew S. Blaylock, Esq.
Nevada Bar No. 13666
3333 E. Serene Ave., Suite 130
Henderson, NV 89074
Attorneys for Shawn Bidsal

Approved as to Form:

LEVINE & GARFINKEL

Louis E. Garfinkel
Louis E. Garfinkel, Esq.
Nevada Bar No. 3416
1671 W. Horizon Ridge Pkwy., Suite 230
Henderson, NV 89012
Attorneys for CLA Properties, LLC

SMITH & SHAPIRO, PLLC
3333 E. Serene Ave., Suite 130
Henderson, NV 89074
O:(702)318-5033 F:(702)318-5034

EXHIBIT 195

Electronically Filed
3/20/2020 10:51 AM
Steven D. Grierson
CLERK OF THE COURT



James E. Shapiro, Esq.
Nevada Bar No. 7907
jshapiro@smithshapiro.com
Aimee M. Cannon, Esq.
Nevada Bar No. 11780
acannon@smithshapiro.com
SMITH & SHAPIRO, PLLC
3333 E. Serene Ave., Suite 130
Henderson, Nevada 89074
702-318-5033
Attorneys for Respondent, SHAWN BIDSAL

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Case No. A-19-795188-P
Dept. No. 31

Petitioner,

vs.

SHAWN BIDSAL, an individual,

Respondent.

NOTICE OF POSTING CASH IN LIEU OF BOND

NOTICE IS HEREBY GIVEN that on March 13, 2020, Respondent, SHAWN BIDSAL, posted with the Court, cash in lieu of bond in the amount of Two Hundred Ninety-Eight Thousand Two Hundred Fifty-Six and No/100 Dollars (\$298,256.00). A true and correct copy of the Receipt thereof is attached hereto as *Exhibit "1"* and incorporated herein by this reference.

Dated this 20th day of March, 2020

SMITH & SHAPIRO, PLLC

/s/ James E. Shapiro

James E. Shapiro, Esq.
Nevada Bar No. 7907
Aimee M. Cannon, Esq.
Nevada Bar No. 11780
3333 E. Serene Ave., Suite 130
Henderson, Nevada 89074
Attorneys for Respondent, Shawn Bidsal

SMITH & SHAPIRO, PLLC
3333 E. Serene Ave., Suite 130
Henderson, NV 89074
O: (702) 318-5033 F: (702) 318-5034

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of SMITH & SHAPIRO, PLLC, and that on the 20th day of March, 2020, I served a true and correct copy of the foregoing **NOTICE OF POSTING CASH IN LIEU OF BOND** by e-serving a copy on all parties registered and listed as Service Recipients in Odyssey File & Serve, the Court's on-line, electronic filing website, pursuant to Administrative Order 14-2, entered on May 9, 2014.

/s/ Jennifer A. Bidwell

An employee of Smith & Shapiro, PLLC

SMITH & SHAPIRO, PLLC
3333 E. Serene Ave., Suite 130
Henderson, NV 89074
O: (702) 318-5033 F: (702) 318-5034

EXHIBIT 1

EXHIBIT 1

OFFICIAL RECEIPT**District Court Clerk of the Court 200 Lewis Ave, 3rd Floor Las Vegas, NV 89101**Payor
Shahram BidsalReceipt No.
2020-15611-CCCLKTransaction Date
03/13/2020

Description	Amount Paid
-------------	-------------

On Behalf Of Bidsal, Shawn
A-19-795188-P
In the Matter of the Petition of CLA Properties LLC
Supersedeas Bond

Supersedeas Bond
SUBTOTAL

298,256.00
298,256.00

PAYMENT TOTAL **298,256.00**

Check (Ref #1325) Tendered	298,256.00
Total Tendered	298,256.00
Change	0.00

Order filed 3/10/20

03/13/2020
11:45 AM

Cashier
Station AIKO

Audit
37401597

OFFICIAL RECEIPT

EXHIBIT 196

EXHIBIT 23

From: David LeGrand dgllawyer@hotmail.com
Subject: Be and more
Date: November 10, 2011 at 5:42 PM
To: Shawn Bidsal wcico@yahoo.com



Shawn, I received fax from Ben and am rewriting it to be more detailed and complete. I will send it out to both of you shortly.

Did you send that WCI check as you stated last week? I am absolutely counting on that money at this point!!

David G. LeGrand, Esq.
2610 South Jones, Suite 1
Las Vegas, NV 89146
702-218-6736
Fax: 702-362-2169

Confidentiality Notice This message and any attachments are for the named person's use only. The message and any attachment may contain confidential, proprietary, or legally privileged information. No confidentiality or privilege is waived or lost by any mis-transmission. If you receive this message in error, please immediately notify the sender, delete all copies of it from your system, and destroy any hard copies of it. Please do not, directly or indirectly, use, disclose, distribute, print, or copy any part of this message if you are not the intended recipient. Further, this message shall not be considered, nor shall it constitute an electronic transaction, non-paper transaction, and/or electronic signature under any and all electronic acts including the Uniform Electronic Transfer Act and/or the Electronic Signatures in Global and National Commerce Act. This message shall not be considered tax advice nor interpretation of any tax law or rule.

EXHIBIT 23

EXHIBIT 25

From: David LeGrand dgllawyer@hotmail.com
Subject: OPAG
Date: November 29, 2011 at 3:40 PM
To: Benjamin Gholshami bengol7@yahoo.com, Shawn Bidsal woico@yahoo.com

Ben, attached please find the revised OPAG with the Right of First Refusal language. I look forward to our call in an hour.

David G. LeGrand, Esq.
2610 South Jones, Suite 1
Las Vegas, NV 89146
702-218-6736
Fax: 702-362-2169

Confidentiality Notice This message and any attachments are for the named person's use only. The message and any attachment may contain confidential, proprietary, or legally privileged information. No confidentiality or privilege is waived or lost by any mis-transmission. If you receive this message in error, please immediately notify the sender, delete all copies of it from your system, and destroy any hard copies of it. Please do not, directly or indirectly, use, disclose, distribute, print, or copy any part of this message if you are not the intended recipient. Further, this message shall not be considered, nor shall it constitute an electronic transaction, non-paper transaction, and/or electronic signature under any and all electronic acts including the Uniform Electronic Transfer Act and/or the Electronic Signatures in Global and National Commerce Act. This message shall not be considered tax advice nor interpretation of any tax law or rule.



GVC-
OPAGv7red.doc

EXHIBIT 25

OPERATING AGREEMENT

Of

Green Valley Commerce, LLC
a Nevada limited liability company

Formatted: Left, Indent: Left: 2", First line: 0.5"

This Operating Agreement (the "Agreement") is by and among Green Valley Commerce, LLC, a Nevada Limited Liability Company (sometimes hereinafter referred to as the "Company" or the "Limited Liability Company") and the undersigned Member and Manager of the Company. This Agreement is made to be effective as of June 15, 2011 ("Effective Date") by the undersigned parties.

WHEREAS, on about May 26, 2011, Shawn Bidsal formed the Company as a Nevada limited liability company by filing its Articles of Organization (the "Articles of Organization") pursuant to the Nevada Limited Liability Company Act, as Filing entity #E0308602011-0; and

NOW, THEREFORE, in consideration of the premises, the provisions and the respective agreements hereinafter set forth and for other good and valuable consideration, the parties hereto do hereby agree to the following terms and conditions of this Agreement for the administration and regulation of the affairs of this Limited Liability Company.

Article I.

DEFINITIONS

Section 01 Defined Terms

Advisory Committee or Committees shall be deemed to mean the Advisory Committee or Committees established by the Management pursuant to Section 13 of Article III of this Agreement.

Agreement shall be deemed to mean this Operating Agreement of this herein Limited Liability Company as may be amended.

Business of the Company shall mean acquisition of secured debt, conversion of such debt into fee simple title by foreclosure, purchase or otherwise, and operation and management of real estate.

Business Day shall be deemed to mean any day excluding a Saturday, a Sunday and any other day on which banks are required or authorized to close in the State of Formation.

Limited Liability Company shall be deemed to mean Green Valley Commerce, LLC a Nevada Limited Liability Company organized pursuant of the laws of the State of Formation.

Management and Manager(s) shall be deemed to have the meanings set forth in Article, IV of this Agreement.

Member shall mean a person who has a membership interest in the Limited Liability Company.

Membership Interest shall mean, with respect to a Member the percentage of ownership interest in the Company of such Member (may also be referred to as **Interest**). Each Member's percentage of Membership Interest in the Company shall be as set forth in Exhibit B.

Person means any natural person, sole proprietorship, corporation, general partnership, limited partnership, Limited Liability Company, limited liability limited partnership, joint venture, association, joint stock company, bank, trust, estate, unincorporated organization, any federal, state, county or municipal government (or any agency or political subdivision thereof), endowment fund or any other form of entity.

State of Formation shall mean the State of Nevada.

Article II.

OFFICES AND RECORDS

Section 01 Registered Office and Registered Agent.

The Limited Liability Company shall have and maintain a registered office in the State of Formation and a resident agent for service of process, who may be a natural person of said state whose business office is identical with the registered office, or a domestic corporation, or a corporation authorized to transact business within said State which has a business office identical with the registered office, or itself which has a business office identical with the registered office and is permitted by said state to act as a registered agent/office within said state.

The resident agent shall be appointed by the Member Manager.

The location of the registered office shall be determined by the Management.

The current name of the resident agent and location of the registered office shall be kept on file in the appropriate office within the State of Formation pursuant to applicable provisions of law.

Section 02 Limited Liability Company Offices.

The Limited Liability Company may have such offices, anywhere within and without the State of Formation, the Management from time to time may appoint, or the business of the Limited Liability Company may require. The "principal place of business" or "principal business" or "executive" office or offices of the Limited Liability Company may be fixed and so designated from time to time by the Management.

Section 03 Records.

The Limited Liability Company shall continuously maintain at its registered office, or at such other place as may be authorized pursuant to applicable provisions of law of the State of Formation the following records:

- (a) A current list of the full name and last known business address of each Member and Managers separately identifying the Members in alphabetical order;
- (b) A copy of the filed Articles of Organization and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any document has been executed;
- (c) Copies of the Limited Liability Company's federal income tax returns and reports, if any, for the three (3) most recent years;
- (d) Copies of any then effective written operating agreement and of any financial statements of the Limited Liability Company for the three (3) most recent years;
- (e) Unless contained in the Articles of Organization, a writing setting out:
 - (i) The amount of cash and a description and statement of the agreed value of the other property or services contributed by each Member and which each Member has agreed to contribute;
 - (ii) The items as which or events on the happening of which any additional contributions agreed to be made by each Member are to be made;
 - (iii) Any right of a Member to receive, or of a Manager to make, distributions to a Member which include a return of all or any part of the Member's contribution; and
 - (iv) Any events upon the happening of which the Limited Liability Company is to be dissolved and its affairs wound up.
- (f) The Limited Liability Company shall also keep from time to time such other or additional records, statements, lists, and information as may be required by law.
- (g) If any of the above said records under Section 3 are not kept within the State of Formation, they shall be at all times in such condition as to permit them to be delivered to any authorized person within three (3) days.

Section 04 Inspection of Records.

Records kept pursuant to this Article are subject to inspection and copying at the request, and at the expense, of any Member, in person or by attorney or other agent. Each Member shall have the right during the usual hours of business to inspect for any proper purpose. A proper purpose shall mean a purpose reasonably related to such person's interest as a Member. In every

Deleted:

instance where an attorney or other agent shall be the person who seeks the right of inspection, the demand under oath shall be accompanied by a power of attorney or such other writing which authorizes the attorney or other agent to so act on behalf of the Member.

Article III.

MEMBERS' MEETINGS AND DEADLOCK

Deleted: AND COMMITTEES

Section 01 Place of Meetings.

All meetings of the Members shall be held at the principal business office of the Limited Liability Company the State of Formation except such meetings as shall be held elsewhere by the express determination of the Management; in which case, such meetings may be held, upon notice thereof as hereinafter provided, at such other place or places, within or without the State of Formation, as said Management shall have determined, and shall be stated in such notice. Unless specifically prohibited by law, any meeting may be held at any place and time, and for any purpose; if consented to in writing by all of the Members entitled to vote thereat.

Section 02 Annual Meetings.

An Annual Meeting of Members shall be held on the first business day of July of each year, if not a legal holiday, and if a legal holiday, then the Annual Meeting of Members shall be held at the same time and place on the next day is a full Business Day.

Section 03 Special Meetings.

Special meetings of the Members may be held for any purpose or purposes. They may be called by the Managers or by Members holding not less than fifty-one percent of the voting power of the Limited Liability Company or such other maximum number as may be, required by the applicable law of the State of Formation. Written notice shall be given to all Members.

Section 04 Action in Lieu of Meeting.

Any action required to be taken at any Annual or Special Meeting of the Members or any other action which may be taken at any Annual or Special meeting of the Members may be taken without a meeting if consents in writing setting forth the action so taken shall be signed by the requisite votes of the Members entitled to vote with respect to the subject matter thereof.

Section 05 Notice.

Written notice of each meeting of the Members, whether Annual or Special, stating the place, day and hour of the meeting, and, in case of a Special meeting, the purpose or purposes thereof, shall be given or given to each Member entitled to vote thereat, not less than ten (10) nor more than sixty (60) days prior to the meeting unless, as to a particular matter, other or further notice is required by law, in which case such other or further notice shall be given.

Notice upon the Member may be delivered or given either personally or by express or first class mail, Or by telegram or other electronic transmission, with all charges prepaid, addressed to each Member at the address of such Member appearing on the books of the Limited Liability Company or more recently given by the Member to the Limited Liability Company for the purpose of notice.

If no address for a Member appears on the Limited Liability Company's books, notice shall be deemed to have been properly given to such Member if sent by any of the methods authorized here in to the Limited Liability Company 's principal executive office to the attention of such Member, or if published, at least once in a newspaper of general circulation in the county of the principal executive office and the county of the Registered office in the State of Formation of the Limited Liability Company.

If notice addressed to a Member at the address of such Member appearing on the books of the Limited Liability Company is returned to the Limited Liability Company by the United States Postal Service marked to indicate that the United States Postal Service is unable to deliver the notice to the Member at such address, all future notices or reports shall be deemed to have been duly given without further mailing if the same shall be available to the Member upon written demand of the Member at the principal executive office of the Limited Liability Company for a period of one (1) year from the date of the giving of such notice. It shall be the duty and of each member to provide the manager and/or the Limited Liability Company with an official mailing address.

Notice shall be deemed to have been given at the time when delivered personally or deposited in the mail or sent by telegram or other means of electronic transmission.

An affidavit of the mailing or other means of giving any notice of any Member meeting shall be executed by the Management and shall be filed and maintained in the Minute Book of the Limited Liability Company.

Section 06 Waiver of Notice.

Whenever any notice is required to be given under the provisions of this Agreement, or the Articles of Organization of the Limited Liability Company or any law, a waiver thereof in writing signed by the Member or Members entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent to the giving of such notice.

To the extent provided by law, attendance at any meeting shall constitute a waiver of notice of such meeting except when the Member attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened, and such Member so states such purpose at the opening of the meeting.

Section 07 Presiding Officials.

Every meeting of the Limited Liability Company for whatever reason, shall be convened by the Managers or Member who called the meeting by notice as above provided; provided, however,

it shall be presided over by the Management; and provided, further, the Members at any meeting, by a majority vote of Members represented thereat, and notwithstanding anything to the contrary elsewhere in this Agreement, may select any persons of their choosing to act as the Chairman and Secretary of such meeting or any session thereof.

Section 08 Business Which May Be Transacted at Annual Meetings.

At each Annual Meeting of the Members, the Members may elect, with a vote representing ninety percent (90%) in interest of the Members, a Manager or Managers to administer and regulate the affairs of the Limited Liability Company. The Manager(s) shall hold such office until the next Annual Meeting of Members or until the Manager resigns or is removed by the Members pursuant to the terms of this Agreement, whichever event first occurs. The Members may transact such other business as may have been specified in the notice of the meeting as one of the purposes thereof.

Section 09 Business Which May Be Transacted at Special Meetings.

Business transacted at all special meetings shall be confined to the purposes stated in the notice of such meetings.

Section 10 Quorum.

At all meetings of the Members, a majority of the Members present, in person or by proxy, shall constitute a quorum for the transaction of business, unless a greater number as to any particular matter is required by law, the Articles of Organization or this Agreement, and the act of a majority of the Members present at any meeting at which there is a quorum, except as may be otherwise specifically provided by law, by the Articles of Organization, or by this Agreement, shall be the act of the Members.

Less than a quorum may adjourn a meeting successively until a quorum is present, and no notice of adjournment shall be required.

Section 11 Proxies.

At any meeting of the Members, every Member having the right to vote shall be entitled to vote in person, or by proxy executed in writing by such Member or by his duly, authorized attorney-in-fact. No proxy shall be valid after three years from the date of its execution, unless otherwise provided in the proxy.

Section 12 Voting.

Every Member shall have one (1) vote(s) for each \$1,000.00 of capital contributed to the Limited Liability Company which is registered in his/her name on the books of the Limited Liability Company, as the amount of such capital is adjusted from time to time to properly reflect any additional contributions to or withdrawals from capital by the Member.

12.1 The affirmative vote of a Majority of the Member Interests shall be required to:

- (A) adopt clerical or ministerial amendments to this Agreement and

- (B) approve indemnification of any Manager, Member or officer of the Company as authorized by Article XI of this Agreement;

12.2. The affirmative vote of at least ninety percent of the Member Interests shall be required to:

- (A) alter the Preferred Allocations provided for in *Exhibit "B"*;
- (B) agree to continue the business of the Company after a Dissolution Event;
- (C) approve any loan to any Manager or any guarantee of a Manager's obligations; and
- (D) authorize or approve a fundamental change in the business of the Company.
- (E) approve a sale of substantially all of the assets of the Company.
- (F) approve a change in the number of Managers or replace a Manager or engage a new Manager.

Section 13 Meeting by Telephonic Conference or Similar Communications Equipment.

Unless otherwise restricted by the Articles of Organization, this Agreement of by law, the Members of the Limited Liability Company, or any Committee thereof established by the Management, may participate in a meeting of such Members or committee by means of telephonic conference or similar communications equipment whereby all persons participating in the meeting can hear and speak to each other, and participation in a meeting in such manner shall constitute presence in person at such meeting.

Formatted: Indent: Left: 1.5", No bullets or numbering

Deleted: Advisory Committees

Deleted: The Management may establish one or more Advisory Committee or Committees to advise or make suggested recommendations on various aspects of the Limited Liability Company's business or operations. The Management shall designate in writing the members of each Committee, the chairperson of each Committee and specify the duties and functions of each Committee. Each Committee shall consist of one or more Members of the Limited Liability Company. The members of each Committee shall not be entitled to any compensation for their attendance at Committee meetings or work done in connection with their membership on such Committee. Said Committee or Committees shall have no management authority. Their findings, reports or recommendations shall be non binding upon the Management or Limited Liability Company or its Members.

Each Committee shall keep regular minutes of its proceedings and the same shall be recorded in the minute book of the Limited Liability Company.

Deleted: Meeting by Telephonic Conference or Similar Communications Equipment.

Deleted: Unless otherwise restricted by the Articles of Organization, this Agreement of by law, the Members of the Limited Liability Company, or any Committee thereof established by the Management, may participate in a meeting of such Members or committee by means of telephonic conference or similar communications equipment whereby all persons participating in the meeting can hear and speak to each other, and participation in a meeting in such manner shall constitute presence in person at such meeting.

Formatted: Indent: First line: 0.5"

Section 14. Deadlock.

In the event that Members reach a deadlock that cannot be resolved with a respect to an issue that requires a ninety percent vote for approval, then either Member may compel arbitration of the disputed matter as set forth in Subsection 14.1.

14.1 Dispute Resolution. In the event of any dispute or disagreement between the Members as to the interpretation of any provision of this Agreement (or the performance of obligations hereunder), the matter, upon written request of either Party, shall be referred to representatives of the Parties for decision. The representatives shall promptly meet in a good faith effort to resolve the dispute. If the representatives do not agree upon a decision within thirty (30) calendar days after reference of the matter to them, any controversy, dispute or claim arising out of or relating in any way to this Agreement or the transactions arising hereunder shall be settled exclusively by arbitration in the City of Las Vegas, Nevada. Such arbitration shall be administered by JAMS in accordance with its then prevailing expedited rules, by one independent and impartial

arbitrator selected in accordance with such rules. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. § 1 et seq. The fees and expenses of JAMS and the arbitrator shall be shared equally by the Members and advanced by them from time to time as required; provided that at the conclusion of the arbitration, the arbitrator shall award costs and expenses (including the costs of the arbitration previously advanced and the fees and expenses of attorneys, accountants and other experts) to the prevailing party. No pre-arbitration discovery shall be permitted, except that the arbitrator shall have the power in his sole discretion, on application by any party, to order pre-arbitration examination solely of those witnesses and documents that any other party intends to introduce in its case-in-chief at the arbitration hearing. The Members Seller shall instruct the arbitrator to render his award within thirty (30) days following the conclusion of the arbitration hearing. The arbitrator shall not be empowered to award to any party any damages of the type not permitted to be recovered under this Agreement in connection with any dispute between or among the parties arising out of or relating in any way to this Agreement or the transactions arising hereunder, and each party hereby irrevocably waives any right to recover such damages. Notwithstanding anything to the contrary provided in this Section 14.1 and without prejudice to the above procedures, either Party may apply to any court of competent jurisdiction for temporary injunctive or other provisional judicial relief if such action is necessary to avoid irreparable damage or to preserve the status quo until such time as the arbitrator is selected and available to hear such party's request for temporary relief. The award rendered by the arbitrator shall be final and not subject to judicial review and judgment thereon may be entered in any court of competent jurisdiction. The decision of the arbitrator shall be in writing and shall set forth findings of fact and conclusions of law to the extent applicable.

Article IV. MANAGEMENT

Section 01 Management.

Unless prohibited by law and subject to the terms and conditions of this Agreement (including without limitation the terms of Article IX hereof), the administration and regulation of the affairs, business and assets of the Limited Liability Company shall be managed by Two (2) managers (alternatively, the "Managers" or "Management"). Managers must be Members and shall serve until resignation or removal. The initial Managers shall be Mr. Shawn Bidsal and Mr. Benjamin Gholshami.

Section 02 Rights, Powers and Obligations of Management.

Subject to the terms and conditions of Article IX herein, Management shall have all the rights and powers as are conferred by law or are necessary, desirable or convenient to the discharge of the Management's duties under this Agreement.

Without limiting the generality of the rights and powers of the Management (but subject to Article IX hereof), the Management shall have the following rights and powers which the Management may exercise in its reasonable discretion at the cost, expense and risk of the Limited Liability Company:

- (a) To deal in leasing, development and contracting of services for improvement of the properties owned subject to both Managers executing written authorization of each expense or payment exceeding \$ 20,000;
- (b) To prosecute, defend and settle lawsuits and claims and to handle matters with governmental agencies;
- (c) To open, maintain and close bank accounts and banking services for the Limited Liability Company.
- (d) To incur and pay all legal, accounting, independent financial consulting, litigation and other fees and expenses as the Management may deem necessary or appropriate for carrying on and performing the powers and authorities herein conferred.
- (e) To execute and deliver any contracts, agreements, instruments or documents necessary, advisable or appropriate to evidence any of the transactions specified above or contemplated hereby and on behalf of the Limited Liability Company to exercise Limited Liability Company rights and perform Limited Liability Company obligations under any such agreements, contracts, instruments or documents;
- (f) To exercise for and on behalf of the Limited Liability Company all the General Powers granted by law to the Limited Liability Company;
- (g) To take such other action as the Management deems necessary and appropriate to carry out the purposes of the Limited Liability Company or this Agreement; and
- (h) Manager shall not pledge, mortgage, sell or transfer any assets of the Limited Liability Company without the affirmative vote of at least ninety percent in Interest of the Members.

Deleted: prior

Deleted: from member

Deleted: l

Section 03 Removal.

Subject to Article IX hereof: The Managers may be removed or discharged by the Members whenever in their judgment the best interests of the Limited Liability Company would be served thereby upon the affirmative vote of ninety percent in Interest of the Members.

Article V.

MEMBERSHIP INTEREST

Section 01 Contribution to Capital.

The Member contributions to the capital of the Limited Liability Company may be paid for, wholly or partly, by cash, by personal property, or by real property, or services rendered. By unanimous consent of the Members, other forms of contributions to capital of a Limited Liability company authorized by law may be authorized or approved. Upon receipt of the total amount of the contribution to capital, the contribution shall be declared and taken to be full paid and not liable to further call, nor shall the holder thereof be liable for any further payments on account of that contribution. Members may be subject to additional contributions to capital as determined by the unanimous approval of Members.

Section 02 Transfer or Assignment of Membership Interest.

A Member's interest in the Limited Liability Company is personal property. Except as otherwise provided in this Agreement, a Member's interest may be transferred or assigned. If the other (non-transferring) Members of the Limited Liability Company other than the Member proposing to dispose of his/her interest do not approve of the proposed transfer or assignment by unanimous written consent, the transferee of the Member's interest has no right to participate in the management of the business and affairs of the Limited Liability Company or to become a member. The transferee is only entitled to receive the share of profits or other compensation by way of income, and the return of contributions, to which that Member would otherwise be entitled.

A Substituted Member is a person admitted to all the rights of a Member who has died or has assigned his/her interest in the Limited Liability Company with the approval of all the Members of the Limited Liability Company by the affirmative vote of at least ninety percent in Interest of the members. The Substituted Member shall have all the rights and powers and is subject to all the restrictions and liabilities of his/her assignor, except that the substitution of the assignee does not release the assignor from liability to the Company under this Agreement.

Section 3. Right of First Refusal for Sales of Interests by Members. Payment of Purchase Price.

Formatted: No bullets or numbering

The payment of the purchase price shall be in cash or, if non-cash consideration is used, it shall be subject to this Section 4.6.

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Indent: First line: 0.5"

Formatted: Underline

Formatted: Underline

Section 4. Sales Between Members. In the event that a Member desires to sell his Membership Interests to the other Members or purchase the Membership Interests of the other Members, the Offering Member shall give notice (for purposes of this Section 5.1. the "Notice") in writing to each of the other Members, stating his or its bona fide intention to transfer such Interest, and the purchase price for which such Offering Member's Interest is proposed to be transferred. The purchase price expressed as a percentage of capital in the Company shall also be an offer to purchase the other Member's Interests on the same terms proportionate to the other Member's capital ownership.

4.1 Upon receipt of the Notice, each of the other Members shall have the first right and option to agree to purchase all (subject to Article 5 hereof) of the Offering Member's Interest proposed to be transferred, at the price set forth in the Notice, exercisable for a period of fifteen (15) days from the date of receipt of the Notice. In the alternative, each of the other Member's shall have the right to sell their interests to the Offering Member

Formatted: Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.75"

on the terms set forth in the Notice and at the same price as set forth in the Notice proportionate to the other Member's capital ownership.

4.2 Failure by all or any of the other Members to respond to the Notice within the fifteen (15) day period shall be deemed to constitute a notification to the Offering Member of the decision of the non-responding Members not to exercise the first right and option to purchase the Offering Member's Interest under this Section 5 and not to exercise their right to tender their Interests to the Offering Member. Upon the decision and notice by the other Members to either purchase all the Offering Member's Interest or sell to the Offering Member all of their Interests, the parties to such purchase shall close such purchase within thirty (30) days thereafter.

Section 5. Return of Contributions to Capital.

Return to a Member of his/her contribution to capital shall be as determined and permitted by law and this Agreement.

Section 6. Addition of New Members.

A new Member may be admitted into the Company only upon consent of at least ninety percent in Interest of the Members. The amount of Capital Contribution which must be made by a new Member shall be determined by the vote of all existing Members.

A new Member shall not be deemed admitted into the Company until the Capital Contribution required of such person has been made and such person has become a party to this agreement.

Article VI.

DISTRIBUTION OF PROFITS

Section 01 Qualifications and Conditions.

The profits of the Limited Liability Company shall be distributed; to the Members, from time to time, as permitted under law and as determined by the Manager, provided however, that all distributions shall in accordance with Exhibit B, attached hereto and incorporated by reference herein.

Section 02 Record Date.

The Record Date for determining Members entitled to receive payment of any distribution of profits shall be the day in which the Manager adopts the resolution for payment of a distribution of profits. Only Members of record on the date so fixed are entitled to receive the distribution notwithstanding any transfer or assignment of Member's interests or the return of contribution to capital to the Member after the Record Date fixed as aforesaid, except as otherwise provided by law.

Section 03 Participation in Distribution of Profit.

Each Member's participation in the distribution shall be in accordance with Exhibit B, subject to the Tax Provisions set forth in Exhibit A..

Section 04 Limitation on the Amount of Any Distribution of Profit.

In no event shall any distribution of profit result in the assets of the Limited Liability Company being less than all the liabilities of the Limited Liability Company, on the Record Date, excluding liabilities to Members on account of their contributions to capital or be in excess of that permitted by law.

Section 05 Date of Payment of Distribution of Profit.

Unless another time is specified by the applicable law, the payment of distributions of profit shall be within thirty (30) days of after the Record Date.

Article VII.**ISSUANCE OF MEMBERSHIP INTEREST CERTIFICATES****Section 01 Issuance of Certificate of Interest.**

The interest of each Member in the Company shall be represented by a Certificate of Interest (also referred to as the Certificate of Membership Interest or the Certificate). Upon the execution of this Agreement and the payment of a Capital Contribution by the Member, the Management shall cause the Company to issue one or more Certificates in the name of the Member certifying that he/she/it is the record holder of the Membership Interest set forth therein.

Section 02 Transfer of Certificate of Interest.

A Membership Interest which is transferred in accordance with the terms of Section 2 of Article V of this Agreement shall be transferable on the books of the Company by the record holder thereof in person or by such record holder's duly authorized attorney, but, except as provided in Section 3 of this Article with respect to lost, stolen or destroyed certificates, no transfer of a Membership Interest shall be entered until the previously issued Certificate representing such Interest shall have been surrendered to the Company and cancelled and a replacement Certificate issued to the assignee of such Interest in accordance with such procedures as the Management may establish. The management shall issue to the transferring Member a new Certificate representing the Membership Interest not being transferred by the Member, in the event such Member only transferred some, but not all, of the Interest represented by the original Certificate. Except as otherwise required by law, the Company shall be entitled to treat the record holder of a Membership Interest Certificate on its books as the owner thereof for all purposes regardless of any notice or knowledge to the contrary,

Section 03 Lost, Stolen or Destroyed Certificates.

The Company shall issue a new Membership Interest Certificate in place of any Membership Interest Certificate previously issued if the record holder of the Certificate:

- (a) makes proof by affidavit, in form and substance satisfactory to the Management, that a previously issued Certificate has been lost, destroyed or stolen;
- (b) requests the issuance of a new Certificate before the Company has notice that the Certificate has been acquired by a purchaser for value in good faith and without notice of an adverse claim;
- (c) satisfies any other reasonable requirements imposed by the Management.

If a Member fails to notify the Company within a reasonable time after it has notice of the loss, destruction or theft of a Membership Interest Certificate, and a transfer of the Interest represented by the Certificate is registered before receiving such notification, the Company shall have no liability with respect to any claim against the Company for such transfer or for a new Certificate.

Article VIII. **AMENDMENTS**

Section 01 Amendment of Articles of Organization.

Notwithstanding any provision to the contrary in the Articles of Organization or this Agreement, but subject to Article IX hereof, in no event shall the Articles of Organization be amended without the vote of Members representing at least ninety percent (90%) of the Members Interests.

Section 02 Amendment, Etc. of Operating Agreement.

This Agreement may be adopted, altered, amended or repealed and a new Operating Agreement may be adopted by at least ninety percent in Interest of the Members, subject to Article IX.

Article IX. **COVENANTS WITH RESPECT TO, INDEBTEDNESS,** **OPERATIONS, AND FUNDAMENTAL CHANGES**

Deleted: SINGLE PURPOSE

The provisions of this Article IX and its Sections and Subsections shall control and supercede any contrary or conflicting provisions contained in other Articles in this Agreement or in the Company's Articles of Organization or any other organizational document of the Company.

Section 01 Title to Company Property.

All property owned by the Company shall be owned by the Company as an entity and, insofar as permitted by applicable law, no Member shall have any ownership interest in any Company property in its individual name or right, and each member's interest in the Company shall be personal property for all purposes.

Section 02 Effect of Bankruptcy, Death or Incompetency of a Member.

The bankruptcy, death, dissolution, liquidation, termination or adjudication of incompetency of a Member shall not cause the termination or dissolution of the Company and the business of the Company shall continue. Upon any such occurrence, the trustee, receiver, executor, administrator, committee, guardian or conservator of such Member shall have all the rights of such Member for the purpose of settling or managing its estate or property, subject to satisfying conditions precedent to the admission of such assignee as a substitute member. The transfer by such trustee, receiver, executor, administrator, committee, guardian or conservator of any Company interest shall be subject to all of the restrictions hereunder to which such transfer would have been subject if such transfer had been made by such bankrupt, deceased, dissolved, liquidated, terminated or incompetent member.

Article X. MISCELLANEOUS

a. Fiscal Year.

The Members shall have the paramount power to fix, and from time to time, to change, the Fiscal Year of the Limited Liability Company. In the absence of action by the Members, the fiscal year of the Limited Liability Company shall be on a calendar year basis and end each year on December 31 until such time, if any, as the Fiscal Year shall be changed by the Members, and approved by Internal Revenue service and the State of Formation.

b. Financial Statements; Statements of Account.

Deleted: Annual

Within ninety (90) business days after the end of each Fiscal Year, the Manager shall send to each Member who was a Member in the Limited Liability Company at any time during the Fiscal Year then ended an unaudited statement of assets, liabilities and Contributions To Capital as of the end of such Fiscal Year and related unaudited statements of income or loss and changes in assets, liabilities and Contributions to Capital. Within forty, five (45) days after each fiscal quarter of the Limited Liability Company, the Manager shall mail or otherwise deliver to each Member an unaudited report providing narrative and summary financial information with respect to the Limited Liability Company. Annually, the Manager shall cause appropriate federal and applicable state tax returns to be prepared and filed. The Manager shall mail or otherwise deliver to each Member who was a Member in the Limited Liability Company at any time during the Fiscal Year a copy of the tax return, including all schedules thereto. The Manager may extend such time period in its sole discretion if additional time is necessary to furnish complete and accurate information pursuant to this Section. Any Member or Manager shall the right to inspect all of the books and records of the Company, including tax filings, property management reports, bank statements, cancelled checks, invoices, purchase orders, check ledgers, savings accounts, investment accounts, and checkbooks, whether electronic or paper, provided such Member complies with Article II, Section 4.

Deleted: may

Deleted: may

c. Events Requiring Dissolution.

The following events shall require dissolution winding up the affairs of the Limited Liability Company:

- i. When the period fixed for the duration of the Limited Liability Company expires as specified in the Articles of Organization.

d. Choice of Law.

IN ALL RESPECTS THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEVADA INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY, PERFORMANCE AND THE RIGHTS AND INTERESTS OF THE PARTIES UNDER THIS AGREEMENT WITHOUT REGARD TO THE PRINCIPLES GOVERNING CONFLICTS OF LAWS, UNLESS OTHERWISE PROVIDED BY WRITTEN AGREEMENT.

e. Severability.

If any of the provisions of this Agreement shall contravene or be held invalid or unenforceable, the affected provision or provisions of this Agreement shall be construed or restricted in its or their application only to the extent necessary to permit the rights, interest, duties and obligations of the parties hereto to be enforced according to the purpose and intent of this Agreement and in conformance with the applicable law or laws.

f. Successors and Assigns.

Except as otherwise provided, this Agreement shall be binding upon and inure to the benefit of the parties and their legal representative, heirs, administrators, executors and assigns.

g. Non-waiver.

No provision of this Agreement shall be deemed to have been waived unless such waiver is contained in a written notice given to the party claiming such waiver has occurred, provided that no such waiver shall be deemed to be a waiver of any other or further obligation or liability of the party or parties in whose favor the waiver was given.

h. Captions.

Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement or any provision hereof.

i. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. It shall not be necessary for all Members to execute the same counterpart hereof.

j. Definition of Words.

Wherever in this agreement the term he/she is used, it shall be construed to mean also it's as pertains to a corporation member.

k. Membership.

A corporation, partnership, limited liability company, limited liability partnership or individual may be a Member of this Limited Liability Company.

l. Tax Provisions.

The provisions of Exhibit A, attached hereto are incorporated by reference as if fully rewritten herein.

ARTICLE XI
INDEMNIFICATION AND INSURANCE

Section 1. Indemnification: Proceeding Other than by Company. The Company may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, except an action by or in the right of the Company, by reason of the fact that he or she is or was a Manager, Member, officer, employee or agent of the Company, or is or was serving at the request of the Company as a manager, member, shareholder, director, officer, partner, trustee, employee or agent of any other Person, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with the action, suit or proceeding if he or she acted in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, does not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company, and that, with respect to any criminal action or proceeding, he or she had reasonable cause to believe that his or her conduct was unlawful.

Section 2. Indemnification: Proceeding by Company. The Company may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that he or she is or was a Manager, Member, officer, employee or agent of the Company, or is or was serving at the request of the Company as a manager, member, shareholder,

director, officer, partner, trustee, employee or agent of any other Person, joint venture, trust or other enterprise against expenses, including amounts paid in settlement and attorneys' fees actually and reasonably incurred by him or her in connection with the defense or settlement of the action or suit if he or she acted in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company. Indemnification may not be made for any claim, issue or matter as to which such a person has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals therefrom, to be liable to the Company or for amounts paid in settlement to the Company, unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

Section 3. Mandatory Indemnification. To the extent that a Manager, Member, officer, employee or agent of the Company has been successful on the merits or otherwise in defense of any action, suit or proceeding described in Article XI, Sections 1 and 2, or in defense of any claim, issue or matter therein, he or she must be indemnified by the Company against expenses, including attorneys' fees, actually and reasonably incurred by him or her in connection with the defense.

Section 4. Authorization of Indemnification. Any indemnification under Article XI, Sections 1 and 2, unless ordered by a court or advanced pursuant to Section 5, may be made by the Company only as authorized in the specific case upon a determination that indemnification of the Manager, Member, officer, employee or agent is proper in the circumstances. The determination must be made by a majority of the Members if the person seeking indemnity is not a majority owner of the Member Interests or by independent legal counsel selected by the Manager in a written opinion.

Section 5. Mandatory Advancement of Expenses. The expenses of Managers, Members and officers incurred in defending a civil or criminal action, suit or proceeding must be paid by the Company as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of an undertaking by or on behalf of the Manager, Member or officer to repay the amount if it is ultimately determined by a court of competent jurisdiction that he or she is not entitled to be indemnified by the Company. The provisions of this Section 5 do not affect any rights to advancement of expenses to which personnel of the Company other than Managers, Members or officers may be entitled under any contract or otherwise.

Section 6. Effect and Continuation. The indemnification and advancement of expenses authorized in or ordered by a court pursuant to Article XI, Sections 1 – 5, inclusive:

(A) Does not exclude any other rights to which a person seeking indemnification or advancement of expenses may be entitled under the Articles of Organization or any limited liability company agreement, vote of Members or disinterested Managers, if any, or otherwise, for either an action in his or her official capacity or an action in another capacity while holding his or her office, except that indemnification, unless ordered by a court pursuant to Article XI, Section 2 or for the advancement of expenses made pursuant to Section Article XI, may not be made to or on behalf of any Member, Manager or officer if a final adjudication establishes that his or her acts or omissions involved intentional misconduct, fraud or a knowing violation of the law and was material to the cause of action.

(B) Continues for a person who has ceased to be a Member, Manager, officer, employee or agent and inures to the benefit of his or her heirs, executors and administrators.

(C) Notice of Indemnification and Advancement. Any indemnification of, or advancement of expenses to, a Manager, Member, officer, employee or agent of the Company in accordance with this Article XI, if arising out of a proceeding by or on behalf of the Company, shall be reported in writing to the Members with or before the notice of the next Members' meeting.

(D) Repeal or Modification. Any repeal or modification of this Article XI by the Members of the Company shall not adversely affect any right of a Manager, Member, officer, employee or agent of the Company existing hereunder at the time of such repeal or modification.

ARTICLE XII

INVESTMENT REPRESENTATIONS; PRIVATE OFFERING EXEMPTION

Each Member, by his or its execution of this Agreement, hereby represents and warrants to, and agrees with, the Managers, the other Members and the Company as follows:

Section 1. Pre-existing Relationship or Experience. (i) Such Member has a preexisting personal or business relationship with the Company or one or more of its officers or control persons or (ii) by reason of his or its business or financial experience, or by reason of the business or financial experience of his or its financial advisor who is unaffiliated with and who is not compensated, directly or indirectly, by the Company or any affiliate or selling agent of the Company, such Member is capable of evaluating the risks and merits of an investment in the Company and of protecting his or its own interests in connection with this investment.

Section 2. No Advertising. Such Member has not seen, received, been presented with or been solicited by any leaflet, public promotional meeting, newspaper or magazine article or advertisement, radio or television advertisement, or any other form of advertising or general solicitation with respect to the offer or sale of Interests in the Company.

Section 3. Investment Intent. Such Member is acquiring the Interest for investment purposes for his or its own account only and not with a view to or for sale in connection with any distribution of all or any part of the Interest.

Section 4. Economic Risk. Such Member is financially able to bear the economic risk of his or its investment in the Company, including the total loss thereof.

Section 5. No Registration of Units. Such Member acknowledges that the Interests have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or qualified under any state securities law or under the laws of any other jurisdiction, in reliance, in part, on such Member's representations, warranties and agreements herein.

Section 6. No Obligation to Register. Such Member represents, warrants and agrees that the Company and the Managers are under no obligation to register or qualify the Interests under the

Securities Act or under any state securities law or under the laws of any other jurisdiction, or to assist such Member in complying with any exemption from registration and qualification.

Section 7. No Disposition in Violation of Law. Without limiting the representations set forth above, and without limiting Article 12 of this Agreement, such Member will not make any disposition of all or any part of the Interests which will result in the violation by such Member or by the Company of the Securities Act or any other applicable securities laws. Without limiting the foregoing, each Member agrees not to make any disposition of all or any part of the Interests unless and until: (A) there is then in effect a registration statement under the Securities Act covering such proposed disposition and such disposition is made in accordance with such registration statement and any applicable requirements of state securities laws; or (B) such Member has notified the Company of the proposed disposition and has furnished the Company with a detailed statement of the circumstances surrounding the proposed disposition, and if reasonably requested by the Managers, such Member has furnished the Company with a written opinion of legal counsel, reasonably satisfactory to the Company, that such disposition will not require registration of any securities under the Securities Act or the consent of or a permit from appropriate authorities under any applicable state securities law or under the laws of any other jurisdiction.

Section 8. Financial Estimate and Projections. That it understands that all projections and financial or other materials which it may have been furnished are not based on historical operating results, because no reliable results exist, and are based only upon estimates and assumptions which are subject to future conditions and events which are unpredictable and which may not be relied upon in making an investment decision.

ARTICLE XIII

Preparation of Agreement.

Section 1. This Agreement has been prepared by David G. LeGrand, Esq. (the "Law Firm"), as legal counsel to the Company, and:

- (A) The Members have been advised by the Law Firm that a conflict of interest would exist among the Members and the Company as the Law Firm is representing the Company and not any individual members, and
- (B) The Members have been advised by the Law Firm to seek the advice of independent counsel; and
- (C) The Members have been represented by independent counsel or have had the opportunity to seek such representation; and
- (D) The Law Firm has not given any advice or made any representations to the Members with respect to any consequences of this Agreement; and
- (E) The Members have been advised that the terms and provisions of this Agreement may have tax consequences and the Members have been advised by the Law Firm to seek independent counsel with respect thereto; and

- (F) The Members have been represented by independent counsel or have had the opportunity to seek such representation with respect to the tax and other consequences of this Agreement.

IN WITNESS WHEREOF, the undersigned, being the Members of the above-named Limited Liability Company, have hereunto executed this Agreement as of the Effective Date first set forth above.

Member:

Shawn Bidsal, Member

CLA Properties, LLC

by _____

Benjamin Gholshami, Manager, _____

Deleted:

Manager/Management:

Shawn Bidsal, Manager

Benjamin Golshami, Manager

Formatted: Left

TAX PROVISIONS

EXHIBIT A

1.1 Capital Accounts.

4.2.1 A single Capital Account shall be maintained for each Member (regardless of the class of Interests owned by such Member and regardless of the time or manner in which such Interests were acquired) in accordance with the capital accounting rules of Section 704(b) of the Code, and the regulations thereunder (including without limitation Section 1.704-1(b)(2)(iv) of the Income Tax Regulations). In general, under such rules, a Member's Capital Account shall be:

Formatted: Indent: Hanging: 0.56", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Indent at: 1.5"

4.2.1.1 increased by (i) the amount of money contributed by the Member to the Company (including the amount of any Company liabilities that are assumed by such Member other than in connection with distribution of Company property), (ii) the fair market value of property contributed by the Member to the Company (net of liabilities secured by such contributed property that under Section 752 of the Code the Company is considered to assume or take subject to), and (iii) allocations to the Member of Company income and gain (or item thereof), including income and gain exempt from tax; and

Formatted: Indent: Hanging: 0.44", Outline numbered + Level: 4 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1.5" + Indent at: 2"

4.2.1.2 decreased by (i) the amount of money distributed to the Member by the Company (including the amount of such Member's individual liabilities that are assumed by the Company other than in connection with contribution of property to the Company), (ii) the fair market value of property distributed to the Member by the Company (net of liabilities secured by such distributed property that under Section 752 of the Code such Member is considered to assume or take subject to), (iii) allocations to the Member of expenditures of the Company not deductible in computing its taxable income and not properly chargeable to capital account, and (iv) allocations to the Member of Company loss and deduction (or item thereof).

4.2.2 Where Section 704(c) of the Code applies to Company property or where Company property is revalued pursuant to paragraph (b)(2)(iv)(f) of Section 1.704-1 of the Income Tax Regulations, each Member's Capital Account shall be adjusted in accordance with paragraph (b)(2)(iv)(g) of Section 1.704-1 of the Income Tax Regulations as to allocations to the Members of depreciation, depletion, amortization and gain or loss, as computed for book purposes with respect to such property.

Formatted: Indent: Hanging: 0.56", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Indent at: 1.5"

4.2.3 When Company property is distributed in kind (whether in connection with liquidation and dissolution or otherwise), the Capital Accounts of the Members shall first be adjusted to reflect the manner in which the unrealized income, gain, loss and deduction inherent in such property (that has not been

reflected in the Capital Account previously) would be allocated among the Members if there were a taxable disposition of such property for the fair market value of such property (taking into account Section 7701 (g) of the Code) on the date of distribution.

- 4.2.4 The Members shall direct the Company's accountants to make all necessary adjustments in each Member's Capital Account as required by the capital accounting rules of Section 704(b) of the Code and the regulations thereunder.

5

ALLOCATION OF PROFITS AND LOSSES; TAX AND ACCOUNTING MATTERS

5.1 Allocations. Each Member's distributive share of income, gain, loss, deduction or credit (or items thereof) of the Company as shown on the annual federal income tax return prepared by the Company's accountants or as finally determined by the United States Internal Revenue Service or the courts, and as modified by the capital accounting rules of Section 704(b) of the Code and the Income Tax Regulations thereunder, as implemented by Section 8.5 hereof, as applicable, shall be determined as follows:

5.1.1 Allocations. Except as otherwise provided in this Section 1.1:

5.1.1.1 items of income, gain, loss, deduction or credit (or items thereof) shall be allocated among the members in proportion to their Percentage Interests as set forth in *Exhibit "B"*, subject to the Preferred Allocation schedule contained in *Exhibit "B"*, except that items of loss or deduction allocated to any Member pursuant to this Section 2.1 with respect to any taxable year shall not exceed the maximum amount of such items that can be so allocated without causing such Member to have a deficit balance in his or its Capital Account at the end of such year, computed in accordance with the rules of paragraph (b)(2)(ii)(d) of Section 1.704-1 of the Income Tax Regulations. Any such items of loss or deduction in excess of the limitation set forth in the preceding sentence shall be allocated as follows and in the following order of priority:

5.1.1.1.1 first, to those Members who would not be subject to such limitation, in proportion to their Percentage Interests, subject to the Preferred Allocation schedule contained in *Exhibit "B"*; and

5.1.1.1.2 second, any remaining amount to the Members in the manner required by the Code and Income Tax Regulations.

Subject to the provisions of subsections 2.1.2 – 2.1.11, inclusive, of this Agreement, the items specified in this Section 1.1 shall be allocated to the

Formatted: Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 4 + Alignment: Left + Aligned at: 0" + Indent at: 0.25"

Formatted: Indent: Hanging: 1", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.75"

Formatted: Indent: Hanging: 0.56", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Indent at: 1.5"

Formatted: Indent: Hanging: 0.44", Outline numbered + Level: 4 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1.5" + Indent at: 2"

Formatted: Indent: Hanging: 0.38", Outline numbered + Level: 5 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 2" + Indent at: 2.75"

Members as necessary to eliminate any deficit Capital Account balances and thereafter to bring the relationship among the Members' positive Capital Account balances in accord with their pro rata interests.

- 5.1.2 Allocations With Respect to Property Solely for tax purposes, in determining each Member's allocable share of the taxable income or loss of the Company, depreciation, depletion, amortization and gain or loss with respect to any contributed property, or with respect to revalued property where the Company's property is revalued pursuant to paragraph (b)(2)(iv)(f) of Section 1.704-1 of the Income Tax Regulations, shall be allocated to the Members in the manner (as to revaluations, in the same manner as) provided in Section 704(c) of the Code. The allocation shall take into account, to the full extent required or permitted by the Code, the difference between the adjusted basis of the property to the Member contributing it (or, with respect to property which has been revalued, the adjusted basis of the property to the Company) and the fair market value of the property determined by the Members at the time of its contribution or revaluation, as the case may be.
- 5.1.3 Minimum Gain Chargeback. Notwithstanding anything to the contrary in this Section 2.1, if there is a net decrease in Company Minimum Gain or Company Nonrecourse Debt Minimum Gain (as such terms are defined in Sections 1.704-2(b) and 1.704-2(i)(2) of the Income Tax Regulations, but substituting the term "Company" for the term "Partnership" as the context requires) during a Company taxable year, then each Member shall be allocated items of Company income and gain for such year (and, if necessary, for subsequent years) in the manner provided in Section 1.704-2 of the Income Tax Regulations. This provision is intended to be a "minimum gain chargeback" within the meaning of Sections 1.704-2(f) and 1.704-2(i)(4) of the Income Tax Regulations and shall be interpreted and implemented as therein provided.
- 5.1.4 Qualified Income Offset. Subject to the provisions of subsection 2.1.3, but otherwise notwithstanding anything to the contrary in this Section 2.1, if any Member's Capital Account has a deficit balance in excess of such Member's obligation to restore his or its Capital Account balance, computed in accordance with the rules of paragraph (b)(2)(ii)(d) of Section 1.704-1 of the Income Tax Regulations, then sufficient amounts of income and gain (consisting of a pro rata portion of each item of Company income, including gross income, and gain for such year) shall be allocated to such Member in an amount and manner sufficient to eliminate such deficit as quickly as possible. This provision is intended to be a "qualified income offset" within the meaning of Section 1.704-1(b)(2)(ii)(d) of the Income Tax Regulations and shall be interpreted and implemented as therein provided.
- 5.1.5 Depreciation Recapture. Subject to the provisions of Section 704(c) of the Code and subsections 2.1.2 – 2.1.4, inclusive, of this Agreement, gain recognized (or deemed recognized under the provisions hereof) upon the sale

Formatted: Indent: Hanging: 0.56", Outline numbered +
Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 +
Alignment: Left + Aligned at: 1" + Indent at: 1.5"

or other disposition of Company property, which is subject to depreciation recapture, shall be allocated to the Member who was entitled to deduct such depreciation.

- 5.1.6 Loans If and to the extent any Member is deemed to recognize income as a result of any loans pursuant to the rules of Sections 1272, 1273, 1274, 7872 or 482 of the Code, or any similar provision now or hereafter in effect, any corresponding resulting deduction of the Company shall be allocated to the Member who is charged with the income. Subject to the provisions of Section 704(c) of the Code and subsections 2.1.2 – 2.1.4, inclusive, of this Agreement, if and to the extent the Company is deemed to recognize income as a result of any loans pursuant to the rules of Sections 1272, 1273, 1274, 7872 or 482 of the Code, or any similar provision now or hereafter in effect, such income shall be allocated to the Member who is entitled to any corresponding resulting deduction.
- 5.1.7 Tax Credits Tax credits shall generally be allocated according to Section 1.704-1(b)(4)(ii) of the Income Tax Regulations or as otherwise provided by law. Investment tax credits with respect to any property shall be allocated to the Members pro rata in accordance with the manner in which Company profits are allocated to the Members under subsection 2.1.1 hereof, as of the time such property is placed in service. Recapture of any investment tax credit required by Section 47 of the Code shall be allocated to the Members in the same proportion in which such investment tax credit was allocated.
- 5.1.8 Change of Pro Rata Interests. Except as provided in subsections 2.1.6 and 2.1.7 hereof or as otherwise required by law, if the proportionate interests of the Members of the Company are changed during any taxable year, all items to be allocated to the Members for such entire taxable year shall be prorated on the basis of the portion of such taxable year which precedes each such change and the portion of such taxable year on and after each such change according to the number of days in each such portion, and the items so allocated for each such portion shall be allocated to the Members in the manner in which such items are allocated as provided in section 2.1.1 during each such portion of the taxable year in question.
- 5.1.9 Effect of Special Allocations on Subsequent Allocations. Any special allocation of income or gain pursuant to subsections 2.1.3 or 2.1.4 hereof shall be taken into account in computing subsequent allocations of income and gain pursuant to this Section 9.1 so that the net amount of all such allocations to each Member shall, to the extent possible, be equal to the net amount that would have been allocated to each such Member pursuant to the provisions of this Section 2.1 if such special allocations of income or gain under subsection 2.1.3 or 2.1.4 hereof had not occurred.
- 5.1.10 Nonrecourse and Recourse Debt. Items of deduction and loss attributable to Member nonrecourse debt within the meaning of Section 1.7042(b)(4) of the

Income Tax Regulations shall be allocated to the Members bearing the economic risk of loss with respect to such debt in accordance with Section 1704-2(i)(1) of the Income Tax Regulations. Items of deduction and loss attributable to recourse liabilities of the Company, within the meaning of Section 1.752-2 of the Income Tax Regulations, shall be allocated among the Members in accordance with the ratio in which the Members share the economic risk of loss for such liabilities.

- 5.1.11 State and Local Items. Items of income, gain, loss, deduction, credit and tax preference for state and local income tax purposes shall be allocated to and among the Members in a manner consistent with the allocation of such items for federal income tax purposes in accordance with the foregoing provisions of this Section 2.1.

- 5.2 Accounting Matters. The Managers or, if there be no Managers then in office, the Members shall cause to be maintained complete books and records accurately reflecting the accounts, business and transactions of the Company on a calendar-year basis and using such cash, accrual, or hybrid method of accounting as in the judgment of the Manager, Management Committee or the Members, as the case may be, is most appropriate; provided, however, that books and records with respect to the Company's Capital Accounts and allocations of income, gain, loss, deduction or credit (or item thereof) shall be kept under U.S. federal income tax accounting principles as applied to partnerships.

Formatted: Indent: Hanging: 1", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.75"

5.3 Tax Status and Returns.

- 5.3.1 Any provision hereof to the contrary notwithstanding, solely for United States federal income tax purposes, each of the Members hereby recognizes that the Company may be subject to the provisions of Subchapter K of Chapter 1 of Subtitle A of the Code; provided, however, the filing of U.S. Partnership Returns of Income shall not be construed to extend the purposes of the Company or expand the obligations or liabilities of the Members.

Formatted: Indent: Hanging: 0.56", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Indent at: 1.5"

- 5.3.2 The Manager(s) shall prepare or cause to be prepared all tax returns and statements, if any, that must be filed on behalf of the Company with any taxing authority, and shall make timely filing thereof. Within one-hundred twenty (120) days after the end of each calendar year, the Manager(s) shall prepare or cause to be prepared and delivered to each Member a report setting forth in reasonable detail the information with respect to the Company during such calendar year reasonably required to enable each Member to prepare his or its federal, state and local income tax returns in accordance with applicable law then prevailing.

Deleted: Manger

- 5.3.3 Unless otherwise provided by the Code or the Income Tax Regulations thereunder, the current Manager(s), or if no Manager(s) shall have been elected, the Member holding the largest Percentage Interest, or if the Percentage Interests be equal, any Member shall be deemed to be the "Tax

Matters Member." The Tax Matters Member shall be the "Tax Matters Partner" for U.S. federal income tax purposes.

EXHIBIT B

Member's Percentage Interest	Member's Capital Contributions
Shawn Bidsal 30%	\$ _____
CLA Properties, LLC 70%	\$ _____

Deleted: Ben _____

PREFERRED ALLOCATION AND DISTRIBUTION SCHEDULE

Cash Distributions from capital transactions shall be distributed per the following method between the members of the LLC. Upon any refinancing event, and upon the sale of Company asset, cash is distributed according to a "Step-down Allocation." Step-down means that, step-by-step, cash is allocated and distributed in the following descending order of priority, until no more cash remains to be allocated. The Step-down Allocation is:

First Step, payment of all current expenses and/or liabilities of the Company;

Second Step, to pay in full any outstanding loans (unless distribution is the result of a refinance) held with financial institutions or any company loans made from Manager(s) or Member(s).

Third Step, to pay each Member an amount sufficient to bring their capital accounts to zero, pro rata based upon capital contributions.

Deleted: _____

Final Step, After the Third Step above, any remaining net profits or excess cash from sale or refinance shall be distributed to the Members fifty percent (50%) to Shawn Bidsal and fifty percent (50%) to CLA Properties, LLC.

Deleted: Ben _____

Losses shall be allocated according to Capital Accounts.

Cash Distributions of Profits from operations shall be allocated and distributed fifty percent (50%) to Shawn Bidsal and fifty percent (50%) to CLA Properties, LLC.

Deleted: Ben _____

It is the express intent of the parties that "Cash Distributions of Profits" refers to distributions generated from operations resulting in ordinary income in contrast to Cash Distributions arising from capital transactions or non-recurring events such as a sale of all or a substantial portion of the Company's assets or a cash out financing.

Formatted: Indent: First line: 0"

EXHIBIT 26

From: David LeGrand <dglawyer@hotmail.com>

Subject: Revised OPAG

Date: November 29, 2011 at 5:06:47 PM PST

To: Benjamin Gholshami <bengol7@yahoo.com>, Shawn Bidsal <wcico@yahoo.com>

Ben and Shawn. This version has Ben's "dutch auction" language and a buy-sell at FMV on a death or dissolution of a Member.

David G. LeGrand, Esq.
2610 South Jones, Suite 1
Las Vegas, NV 89146
702-218-6736
Fax: 702-362-2169

Confidentiality Notice This message and any attachments are for the named person's use only. The message and any attachment may contain confidential, proprietary, or legally privileged information. No confidentiality or privilege is waived or lost by any mis-transmission. If you receive this message in error, please immediately notify the sender, delete all copies of it from your system, and destroy any hard copies of it. Please do not, directly or indirectly, use, disclose, distribute, print, or copy any part of this message if you are not the intended recipient. Further, this message shall not be considered, nor shall it constitute an electronic transaction, non-paper transaction, and/or electronic signature under any and all electronic acts including the Uniform Electronic

Transfer Act and/or the Electronic Signatures in Global and National Commerce Act. This message shall not be considered tax advice nor interpretation of any tax law or rule.

OPERATING AGREEMENT

Of

Green Valley Commerce, LLC
a Nevada limited liability company

This Operating Agreement (the "Agreement") is by and among Green Valley Commerce, LLC, a Nevada Limited Liability Company (sometimes hereinafter referred to as the "Company" or the "Limited Liability Company") and the undersigned Member and Manager of the Company. This Agreement is made to be effective as of June 15, 2011 ("Effective Date") by the undersigned parties.

WHEREAS, on about May 26, 2011, Shawn Bidsal formed the Company as a Nevada limited liability company by filing its Articles of Organization (the "Articles of Organization") pursuant to the Nevada Limited Liability Company Act, as Filing entity #E0308602011-0; and

NOW, THEREFORE, in consideration of the premises, the provisions and the respective agreements hereinafter set forth and for other good and valuable consideration, the parties hereto do hereby agree to the following terms and conditions of this Agreement for the administration and regulation of the affairs of this Limited Liability Company.

Article I.

DEFINITIONS

Section 01 Defined Terms

Advisory Committee or Committees shall be deemed to mean the Advisory Committee or Committees established by the Management pursuant to Section 13 of Article III of this Agreement.

Agreement shall be deemed to mean this Operating Agreement of this herein Limited Liability Company as may be amended.

Business of the Company shall mean acquisition of secured debt, conversion of such debt into fee simple title by foreclosure, purchase or otherwise, and operation and management of real estate.

Business Day shall be deemed to mean any day excluding a Saturday, a Sunday and any other day on which banks are required or authorized to close in the State of Formation.

Limited Liability Company shall be deemed to mean Green Valley Commerce, LLC a Nevada Limited Liability Company organized pursuant of the laws of the State of Formation.

Management and Manager(s) shall be deemed to have the meanings set forth in Article, IV of this Agreement.

Member shall mean a person who has a membership interest in the Limited Liability Company.

Membership Interest shall mean, with respect to a Member the percentage of ownership interest in the Company of such Member (may also be referred to as **Interest**). Each Member's percentage of Membership Interest in the Company shall be as set forth in Exhibit B.

Person means any natural person, sole proprietorship, corporation, general partnership, limited partnership, Limited Liability Company, limited liability limited partnership, joint venture, association, joint stock company, bank, trust, estate, unincorporated organization, any federal, state, county or municipal government (or any agency or political subdivision thereof), endowment fund or any other form of entity.

State of Formation shall mean the State of Nevada.

Article II.

OFFICES AND RECORDS

Section 01 Registered Office and Registered Agent.

The Limited Liability Company shall have and maintain a registered office in the State of Formation and a resident agent for service of process, who may be a natural person of said state whose business office is identical with the registered office, or a domestic corporation, or a corporation authorized to transact business within said State which has a business office identical with the registered office, or itself which has a business office identical with the registered office and is permitted by said state to act as a registered agent/office within said state.

The resident agent shall be appointed by the Member Manager.

The location of the registered office shall be determined by the Management.

The current name of the resident agent and location of the registered office shall be kept on file in the appropriate office within the State of Formation pursuant to applicable provisions of law.

Section 02 Limited Liability Company Offices.

The Limited Liability Company may have such offices, anywhere within and without the State of Formation, the Management from time to time may appoint, or the business of the Limited Liability Company may require. The "principal place of business" or "principal business" or "executive" office or offices of the Limited Liability Company may be fixed and so designated from time to time by the Management.

Section 03 Records.

instance where an attorney or other agent shall be the person who seeks the right of inspection, the demand under oath shall be accompanied by a power of attorney or such other writing which authorizes the attorney or other agent to so act on behalf of the Member.

Article III.

MEMBERS' MEETINGS AND DEADLOCK

Section 01 Place of Meetings.

All meetings of the Members shall be held at the principal business office of the Limited Liability Company the State of Formation except such meetings as shall be held elsewhere by the express determination of the Management; in which case, such meetings may be held, upon notice thereof as hereinafter provided, at such other place or places, within or without the State of Formation, as said Management shall have determined, and shall be stated in such notice. Unless specifically prohibited by law, any meeting may be held at any place and time, and for any purpose; if consented to in writing by all of the Members entitled to vote thereat.

Section 02 Annual Meetings.

An Annual Meeting of Members shall be held on the first business day of July of each year, if not a legal holiday, and if a legal holiday, then the Annual Meeting of Members shall be held at the same time and place on the next day is a full Business Day.

Section 03 Special Meetings.

Special meetings of the Members may be held for any purpose or purposes. They may be called by the Managers or by Members holding not less than fifty-one percent of the voting power of the Limited Liability Company or such other maximum number as may be, required by the applicable law of the State of Formation. Written notice shall be given to all Members.

Section 04 Action in Lieu of Meeting.

Any action required to be taken at any Annual or Special Meeting of the Members or any other action which may be taken at any Annual or Special meeting of the Members may be taken without a meeting if consents in writing setting forth the action so taken shall be signed by the requisite votes of the Members entitled to vote with respect to the subject matter thereof.

Section 05 Notice.

Written notice of each meeting of the Members, whether Annual or Special, stating the place, day and hour of the meeting, and, in case of a Special meeting, the purpose or purposes thereof, shall be given or given to each Member entitled to vote thereat, not less than ten (10) nor more than sixty (60) days prior to the meeting unless, as to a particular matter, other or further notice is required by law, in which case such other or further notice shall be given.

Notice upon the Member may be delivered or given either personally or by express or first class mail, Or by telegram or other electronic transmission, with all charges prepaid, addressed to each Member at the address of such Member appearing on the books of the Limited Liability Company or more recently given by the Member to the Limited Liability Company for the purpose of notice.

If no address for a Member appears on the Limited Liability Company's books, notice shall be deemed to have been properly given to such Member if sent by any of the methods authorized here in to the Limited Liability Company 's principal executive office to the attention of such Member, or if published, at least once in a newspaper of general circulation in the county of the principal executive office and the county of the Registered office in the State of Formation of the Limited Liability Company.

If notice addressed to a Member at the address of such Member appearing on the books of the Limited Liability Company is returned to the Limited Liability Company by the United States Postal Service marked to indicate that the United States Postal Service is unable to deliver the notice to the Member at such address, all future notices or reports shall be deemed to have been duly given without further mailing if the same shall be available to the Member upon written demand of the Member at the principal executive office of the Limited Liability Company for a period of one (1) year from the date of the giving of such notice. It shall be the duty and of each member to provide the manager and/or the Limited Liability Company with an official mailing address.

Notice shall be deemed to have been given at the time when delivered personally or deposited in the mail or sent by telegram or other means of electronic transmission.

An affidavit of the mailing or other means of giving any notice of any Member meeting shall be executed by the Management and shall be filed and maintained in the Minute Book of the Limited Liability Company.

Section 06 Waiver of Notice.

Whenever any notice is required to be given under the provisions of this Agreement, or the Articles of Organization of the Limited Liability Company or any law, a waiver thereof in writing signed by the Member or Members entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent to the giving of such notice.

To the extent provided by law, attendance at any meeting shall constitute a waiver of notice of such meeting except when the Member attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened, and such Member so states such purpose at the opening of the meeting.

Section 07 Presiding Officials.

Every meeting of the Limited Liability Company for whatever reason, shall be convened by the Managers or Member who called the meeting by notice as above provided; provided, however,

Notice upon the Member may be delivered or given either personally or by express or first class mail, Or by telegram or other electronic transmission, with all charges prepaid, addressed to each Member at the address of such Member appearing on the books of the Limited Liability Company or more recently given by the Member to the Limited Liability Company for the purpose of notice.

If no address for a Member appears on the Limited Liability Company's books, notice shall be deemed to have been properly given to such Member if sent by any of the methods authorized here in to the Limited Liability Company 's principal executive office to the attention of such Member, or if published, at least once in a newspaper of general circulation in the county of the principal executive office and the county of the Registered office in the State of Formation of the Limited Liability Company.

If notice addressed to a Member at the address of such Member appearing on the books of the Limited Liability Company is returned to the Limited Liability Company by the United States Postal Service marked to indicate that the United States Postal Service is unable to deliver the notice to the Member at such address, all future notices or reports shall be deemed to have been duly given without further mailing if the same shall be available to the Member upon written demand of the Member at the principal executive office of the Limited Liability Company for a period of one (1) year from the date of the giving of such notice. It shall be the duty and of each member to provide the manager and/or the Limited Liability Company with an official mailing address.

Notice shall be deemed to have been given at the time when delivered personally or deposited in the mail or sent by telegram or other means of electronic transmission.

An affidavit of the mailing or other means of giving any notice of any Member meeting shall be executed by the Management and shall be filed and maintained in the Minute Book of the Limited Liability Company.

Section 06 Waiver of Notice.

Whenever any notice is required to be given under the provisions of this Agreement, or the Articles of Organization of the Limited Liability Company or any law, a waiver thereof in writing signed by the Member or Members entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent to the giving of such notice.

To the extent provided by law, attendance at any meeting shall constitute a waiver of notice of such meeting except when the Member attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened, and such Member so states such purpose at the opening of the meeting.

Section 07 Presiding Officials.

Every meeting of the Limited Liability Company for whatever reason, shall be convened by the Managers or Member who called the meeting by notice as above provided; provided, however,

it shall be presided over by the Management; and provided, further, the Members at any meeting, by a majority vote of Members represented thereat, and notwithstanding anything to the contrary elsewhere in this Agreement, may select any persons of their choosing to act as the Chairman and Secretary of such meeting or any session thereof.

Section 08 Business Which May Be Transacted at Annual Meetings.

At each Annual Meeting of the Members, the Members may elect, with a vote representing ninety percent (90%) in Interest of the Members, a Manager or Managers to administer and regulate the affairs of the Limited Liability Company. The Manager(s) shall hold such office until the next Annual Meeting of Members or until the Manager resigns or is removed by the Members pursuant to the terms of this Agreement, whichever event first occurs. The Members may transact such other business as may have been specified in the notice of the meeting as one of the purposes thereof.

Section 09 Business Which May Be Transacted at Special Meetings.

Business transacted at all special meetings shall be confined to the purposes stated in the notice of such meetings.

Section 10 Quorum.

At all meetings of the Members, a majority of the Members present, in person or by proxy, shall constitute a quorum for the transaction of business, unless a greater number as to any particular matter is required by law, the Articles of Organization or this Agreement, and the act of a majority of the Members present at any meeting at which there is a quorum, except as may be otherwise specifically provided by law, by the Articles of Organization, or by this Agreement, shall be the act of the Members.

Less than a quorum may adjourn a meeting successively until a quorum is present, and no notice of adjournment shall be required.

Section 11 Proxies.

At any meeting of the Members, every Member having the right to vote shall be entitled to vote in person, or by proxy executed in writing by such Member or by his duly, authorized attorney-in-fact. No proxy shall be valid after three years from the date of its execution, unless otherwise provided in the proxy.

Section 12 Voting.

Every Member shall have one (1) vote(s) for each \$1,000.00 of capital contributed to the Limited Liability Company which is registered in his/her name on the books of the Limited Liability Company, as the amount of such capital is adjusted from time to time to properly reflect any additional contributions to or withdrawals from capital by the Member.

12.1 The affirmative vote of a Majority of the Member Interests shall be required to:

(A) adopt clerical or ministerial amendments to this Agreement and

- (B) approve indemnification of any Manager, Member or officer of the Company as authorized by Article XI of this Agreement;

12.2. The affirmative vote of at least ninety percent of the Member Interests shall be required to:

- (A) alter the Preferred Allocations provided for in *Exhibit "B"*;
- (B) agree to continue the business of the Company after a Dissolution Event;
- (C) approve any loan to any Manager or any guarantee of a Manager's obligations; and
- (D) authorize or approve a fundamental change in the business of the Company.
- (E) approve a sale of substantially all of the assets of the Company.
- (F) approve a change in the number of Managers or replace a Manager or engage a new Manager.

Section 13 Meeting by Telephonic Conference or Similar Communications Equipment.

Unless otherwise restricted by the Articles of Organization, this Agreement of by law, the Members of the Limited Liability Company, or any Committee thereof established by the Management, may participate in a meeting of such Members or committee by means of telephonic conference or similar communications equipment whereby all persons participating in the meeting can hear and speak to each other, and participation in a meeting in such manner shall constitute presence in person at such meeting.

Section 14. Deadlock.

In the event that Members reach a deadlock that cannot be resolved with a respect to an issue that requires a ninety percent vote for approval, then either Member may compel arbitration of the disputed matter as set forth in Subsection 14.1

14.1 **Dispute Resolution.** In the event of any dispute or disagreement between the Members as to the interpretation of any provision of this Agreement (or the performance of obligations hereunder), the matter, upon written request of either Party, shall be referred to representatives of the Parties for decision. The representatives shall promptly meet in a good faith effort to resolve the dispute. If the representatives do not agree upon a decision within thirty (30) calendar days after reference of the matter to them, any controversy, dispute or claim arising out of or relating in any way to this Agreement or the transactions arising hereunder shall be settled exclusively by arbitration in the City of Las Vegas, Nevada. Such arbitration shall be administered by JAMS in accordance with its then prevailing expedited rules; by one independent and impartial

arbitrator selected in accordance with such rules. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. § 1 et seq. The fees and expenses of JAMS and the arbitrator shall be shared equally by the Members and advanced by them from time to time as required; provided that at the conclusion of the arbitration, the arbitrator shall award costs and expenses (including the costs of the arbitration previously advanced and the fees and expenses of attorneys, accountants and other experts) to the prevailing party. No pre-arbitration discovery shall be permitted, except that the arbitrator shall have the power in his sole discretion, on application by any party, to order pre-arbitration examination solely of those witnesses and documents that any other party intends to introduce in its case-in-chief at the arbitration hearing. The Members Seller shall instruct the arbitrator to render his award within thirty (30) days following the conclusion of the arbitration hearing. The arbitrator shall not be empowered to award to any party any damages of the type not permitted to be recovered under this Agreement in connection with any dispute between or among the parties arising out of or relating in any way to this Agreement or the transactions arising hereunder, and each party hereby irrevocably waives any right to recover such damages. Notwithstanding anything to the contrary provided in this Section 14.1 and without prejudice to the above procedures, either Party may apply to any court of competent jurisdiction for temporary injunctive or other provisional judicial relief if such action is necessary to avoid irreparable damage or to preserve the status quo until such time as the arbitrator is selected and available to hear such party's request for temporary relief. The award rendered by the arbitrator shall be final and not subject to judicial review and judgment thereon may be entered in any court of competent jurisdiction. The decision of the arbitrator shall be in writing and shall set forth findings of fact and conclusions of law to the extent applicable.

Article IV. **MANAGEMENT**

Section 01 Management.

Unless prohibited by law and subject to the terms and conditions of this Agreement (including without limitation the terms of Article IX hereof), the administration and regulation of the affairs, business and assets of the Limited Liability Company shall be managed by Two (2) managers (alternatively, the "Managers" or "Management"). Managers must be Members and shall serve until resignation or removal. The initial Managers shall be Mr. Shawn Bidsal and Mr. Benjamin Gholshami.

Section 02 Rights, Powers and Obligations of Management.

Subject to the terms and conditions of Article IX herein, Management shall have all the rights and powers as are conferred by law or are necessary, desirable or convenient to the discharge of the Management's duties under this Agreement.

Without limiting the generality of the rights and powers of the Management (but subject to Article IX hereof), the Management shall have the following rights and powers which the Management may exercise in its reasonable discretion at the cost, expense and risk of the Limited Liability Company:

- (a) To deal in leasing, development and contracting of services for improvement of the properties owned subject to both Managers executing written authorization of each expense or payment exceeding \$ 20,000;
- (b) To prosecute, defend and settle lawsuits and claims and to handle matters with governmental agencies;
- (c) To open, maintain and close bank accounts and banking services for the Limited Liability Company.
- (d) To incur and pay all legal, accounting, independent financial consulting, litigation and other fees and expenses as the Management may deem necessary or appropriate for carrying on and performing the powers and authorities herein conferred.
- (e) To execute and deliver any contracts, agreements, instruments or documents necessary, advisable or appropriate to evidence any of the transactions specified above or contemplated hereby and on behalf of the Limited Liability Company to exercise Limited Liability Company rights and perform Limited Liability Company obligations under any such agreements, contracts, instruments or documents;
- (f) To exercise for and on behalf of the Limited Liability Company all the General Powers granted by law to the Limited Liability Company;
- (g) To take such other action as the Management deems necessary and appropriate to carry out the purposes of the Limited Liability Company or this Agreement; and
- (h) Manager shall not pledge, mortgage, sell or transfer any assets of the Limited Liability Company without the affirmative vote of at least ninety percent in Interest of the Members.

Section 03 Removal.

Subject to Article IX hereof: The Managers may be removed or discharged by the Members whenever in their judgment the best interests of the Limited Liability Company would be served thereby upon the affirmative vote of ninety percent in Interest of the Members.

Article V.

MEMBERSHIP INTEREST

Section 01 Contribution to Capital.

The Member contributions to the capital of the Limited Liability Company may be paid for, wholly or partly, by cash, by personal property, or by real property, or services rendered. By unanimous consent of the Members, other forms of contributions to capital of a Limited Liability company authorized by law may be authorized or approved. Upon receipt of the total amount of the contribution to capital, the contribution shall be declared and taken to be full paid and not liable to further call, nor shall the holder thereof be liable for any further payments on account of that contribution. Members may be subject to additional contributions to capital as determined by the unanimous approval of Members.

Section 02 Transfer or Assignment of Membership Interest.

A Member's interest in the Limited Liability Company is personal property. Except as otherwise provided in this Agreement, a Member's interest may be transferred or assigned. If the other (non-transferring) Members of the Limited Liability Company other than the Member proposing to dispose of his/her interest do not approve of the proposed transfer or assignment by unanimous written consent, the transferee of the Member's interest has no right to participate in the management of the business and affairs of the Limited Liability Company or to become a member. The transferee is only entitled to receive the share of profits or other compensation by way of income, and the return of contributions, to which that Member would otherwise be entitled.

A Substituted Member is a person admitted to all the rights of a Member who has died or has assigned his/her interest in the Limited Liability Company with the approval of all the Members of the Limited Liability Company by the affirmative vote of at least ninety percent in Interest of the members. The Substituted Member shall have all the rights and powers and is subject to all the restrictions and liabilities of his/her assignor, except that the substitution of the assignee does not release the assignor from liability to the Company under this Agreement.

Section 3. Right of First Refusal for Sales of Interests by Members. Payment of Purchase Price.

The payment of the purchase price shall be in cash or, if non-cash consideration is used, it shall be subject to this Article V, Section 3 and Section 4.

Section 4. Purchase or Sell Right among Members.

In the event that a Member is willing to purchase the Remaining Member's Interest in the Company then the procedures and terms of Section 7.1 shall apply.

Section 4.1 Definitions

Offering Member means the member who offers to purchase the Membership Interest(s) of the Remaining Member(s). "Remaining Members" means the Members who received an offer (from Offering Member) to sell their shares.

"COP" means "cost of purchase" as it specified in the escrow closing statement at the time of purchase of each property owned by the Company.

"Seller" means the Member that accepts the offer to sell his or its Membership Interest.

"FMV" means "fair market value" obtained as specified in section 7.2.

Section 4.2 Purchase or Sell Procedure.

Any Member ("Offering Member") may give notice to the Remaining Member(s) that he or it is ready, willing and able to purchase the Remaining Members' Interests for a price the Offering Member thinks is the fair market value. The terms to be all cash and close escrow within 30 days of the acceptance.

If the offered price is not acceptable to the Remaining Member(s), within 30 days of receiving the offer, the Remaining Members (or any of them) can request to establish FMV based on the following procedure. The Remaining Member(s) must provide the Offering Member the complete information of 2 MIA appraisers. The Offering Member must pick one of the appraisers to appraise the property and furnish a copy to all Members. The Offering Member also must provide the Remaining Members with the complete information of 2 MIA approved appraisers. The Remaining Members must pick one of the appraisers to appraise the property and furnish a copy to all Members. The medium of these 2 appraisals constitute the fair market value of the property which is called (FMV).

The Offering Member has the option to offer to purchase the Remaining Member's share at FMV as determined by Section 4.2., based on the following formula.

$(FMV - COP) \times 0.5$ plus capital contribution of the Remaining Member(s) at the time of purchasing the property minus prorated liabilities.

The Remaining Member(s) shall have 30 days within which to respond in writing to the Offering Member by either

- (i) accepting the Offering Member's purchase offer, or,
- (ii) rejecting the purchase offer and making a counteroffer to purchase the interest of the Offering Member based upon the same fair market value (FMV) according to the following formula.

$(FMV - COP) \times 0.5 +$ capital contribution of the Offering Member(s) at the time of purchasing the property minus prorated liabilities.

The specific intent of this provision is that once the Offering Member presented his or its offer to the Remaining Members, then the Remaining Members shall either sell or buy at the same offered price (or FMV if appraisal is invoked) and according to the procedure set forth in Section 4.. In the case that the Remaining Member(s) decide to purchase, then Offering Member shall be obligated to sell his or its Member Interests to the remaining Member(s).

Section 4.3 Failure To Respond Constitutes Acceptance.

Failure by all or any of the Remaining Members to respond to the Offering Member's notice within the thirty (30 day) period shall be deemed to constitute an acceptance of the Offering Member.

Section 5. Return of Contributions to Capital.

Return to a Member of his/her contribution to capital shall be as determined and permitted by law and this Agreement.

Section 6. Addition of New Members.

A new Member may be admitted into the Company only upon consent of at least ninety percent in Interest of the Members. The amount of Capital Contribution which must be made by a new Member shall be determined by the vote of all existing Members.

A new Member shall not be deemed admitted into the Company until the Capital Contribution required of such person has been made and such person has become a party to this agreement.

Section 7. Option of Members to Purchase Interest of Deceased or Dissolved Member.

Upon the death or dissolution of any Member, the other Members shall have an option, exercisable upon thirty (30) days written notice addressed to the executor or successor of the deceased or dissolved Member and to the Company, to purchase at FMV (determined in accordance with Section 4.2) - the Interest of such deceased or dissolved Member in the Company in proportion to the ratio which the Interests of Members exercising such option bears to the total Interests of all Members.

Article VI.
DISTRIBUTION OF PROFITS

Section 01 Section 03 Qualifications and Conditions.

The profits of the Limited Liability Company shall be distributed; to the Members, from time to time, as permitted under law and as determined by the Manager, provided however, that all distributions shall in accordance with Exhibit B, attached hereto and incorporated by reference herein.

Section 02 Section 04 Record Date.

The Record Date for determining Members entitled to receive payment of any distribution of profits shall be the day in which the Manager adopts the resolution for payment of a distribution of profits. Only Members of record on the date so fixed are entitled to receive the distribution notwithstanding any transfer or assignment of Member's interests or the return of contribution to capital to the Member after the Record Date fixed as aforesaid, except as otherwise provided by law.

Section 03 Section 05 Participation in Distribution of Profit.

Each Member's participation in the distribution shall be in accordance with Exhibit B, subject to the Tax Provisions set forth in Exhibit A.

Section 04 Section 06 Limitation on the Amount of Any Distribution of Profit.

In no event shall any distribution of profit result in the assets of the Limited Liability Company being less than all the liabilities of the Limited Liability Company, on the Record Date, excluding liabilities to Members on account of their contributions to capital or be in excess of that permitted by law.

~~Section 05~~Section 07 Date of Payment of Distribution of Profit.

Unless another time is specified by the applicable law, the payment of distributions of profit shall be within thirty (30) days of after the Record Date.

~~Article VII~~Article VI.

ISSUANCE OF MEMBERSHIP INTEREST CERTIFICATES

Section 01 Issuance of Certificate of Interest.

The interest of each Member in the Company shall be represented by a Certificate of Interest (also referred to as the Certificate of Membership Interest or the Certificate). Upon the execution of this Agreement and the payment of a Capital Contribution by the Member, the Management shall cause the Company to issue one or more Certificates in the name of the Member certifying that he/she/it is the record holder of the Membership Interest set forth therein.

Section 02 Transfer of Certificate of Interest.

A Membership Interest which is transferred in accordance with the terms of Section 2 of Article V of this Agreement shall be transferable on the books of the Company by the record holder thereof in person or by such record holder's duly authorized attorney, but, except as provided in Section 3 of this Article with respect to lost, stolen or destroyed certificates, no transfer of a Membership Interest shall be entered until the previously issued Certificate representing such Interest shall have been surrendered to the Company and cancelled and a replacement Certificate issued to the assignee of such Interest in accordance with such procedures as the Management may establish. The management shall issue to the transferring Member a new Certificate representing the Membership Interest not being transferred by the Member, in the event such Member only transferred some, but not all, of the Interest represented by the original Certificate. Except as otherwise required by law, the Company shall be entitled to treat the record holder of a Membership Interest Certificate on its books as the owner thereof for all purposes regardless of any notice or knowledge to the contrary,

Section 03 Lost, Stolen or Destroyed Certificates.

The Company shall issue a new Membership Interest Certificate in place of any Membership Interest Certificate previously issued if the record holder of the Certificate:

- (a) makes proof by affidavit, in form and substance satisfactory to the Management, that a previously issued Certificate has been lost, destroyed or stolen;
- (b) requests the issuance of a new Certificate before the Company has notice that the Certificate has been acquired by a purchaser for value in good faith and without notice of an adverse claim;
- (c) satisfies any other reasonable requirements imposed by the Management.

If a Member fails to notify the Company within a reasonable time after it has notice of the loss, destruction or theft of a Membership Interest Certificate, and a transfer of the Interest represented by the Certificate is registered before receiving such notification, the Company shall have no liability with respect to any claim against the Company for such transfer or for a new Certificate.

~~Article VIII.~~ Article VII.
AMENDMENTS

Section 01 Amendment of Articles of Organization.

Notwithstanding any provision to the contrary in the Articles of Organization or this Agreement, but subject to Article IX hereof, in no event shall the Articles of Organization be amended without the vote of Members representing at least ninety percent (90%) of the Members Interests.

Section 02 Amendment, Etc. of Operating Agreement.

This Agreement may be adopted, altered, amended or repealed and a new Operating Agreement may be adopted by at least ninety percent in Interest of the Members, subject to Article IX.

~~Article IX.~~ Article VIII.
COVENANTS WITH RESPECT TO , INDEBTEDNESS,
OPERATIONS, AND FUNDAMENTAL CHANGES

The provisions of this Article IX and its Sections and Subsections shall control and supercede any contrary or conflicting provisions contained in other Articles in this Agreement or in the Company's Articles of Organization or any other organizational document of the Company.

Section 01 Title to Company Property.

All property owned by the Company shall be owned by the Company as an entity and, insofar as permitted by applicable law, no Member shall have any ownership interest in any Company property in its individual name or right, and each member's interest in the Company shall be personal property for all purposes.

Section 02 Effect of Bankruptcy, Death or Incompetency of a Member.

The bankruptcy, death, dissolution, liquidation, termination or adjudication of incompetency of a Member shall not cause the termination or dissolution of the Company and the business of the Company shall continue. Upon any such occurrence, the trustee, receiver, executor, administrator, committee, guardian or conservator of such Member shall have all the rights of such Member for the purpose of settling or managing its estate or property, subject to satisfying conditions precedent to the admission of such assignee as a substitute member. The transfer by

such trustee, receiver, executor, administrator, committee, guardian or conservator of any Company interest shall be subject to all of the restrictions hereunder to which such transfer would have been subject if such transfer had been made by such bankrupt, deceased, dissolved, liquidated, terminated or incompetent member.

Article X.

MISCELLANEOUS

a. Fiscal Year.

The Members shall have the paramount power to fix, and from time to time, to change, the Fiscal Year of the Limited Liability Company. In the absence of action by the Members, the fiscal year of the Limited Liability Company shall be on a calendar year basis and end each year on December 31 until such time, if any, as the Fiscal Year shall be changed by the Members, and approved by Internal Revenue service and the State of Formation.

b. Financial Statements; Statements of Account.

Within ninety (90) business days after the end of each Fiscal Year, the Manager shall send to each Member who was a Member in the Limited Liability Company at any time during the Fiscal Year then ended an unaudited statement of assets, liabilities and Contributions To Capital as of the end of such Fiscal Year and related unaudited statements of income or loss and changes in assets, liabilities and Contributions to Capital. Within forty, five (45) days after each fiscal quarter of the Limited Liability Company, the Manager shall mail or otherwise deliver to each Member an unaudited report providing narrative and summary financial information with respect to the Limited Liability Company. Annually, the Manager shall cause appropriate federal and applicable state tax returns to be prepared and filed. The Manager shall mail or otherwise deliver to each Member who was a Member in the Limited Liability Company at any time during the Fiscal Year a copy of the tax return, including all schedules thereto. The Manager may extend such time period in its sole discretion if additional time is necessary to furnish complete and accurate information pursuant to this Section. Any Member or Manager shall the right to inspect all of the books and records of the Company, including tax filings, property management reports, bank statements, cancelled checks, invoices, purchase orders, check ledgers, savings accounts, investment accounts, and checkbooks, whether electronic or paper, provided such Member complies with Article II, Section 4.

c. Events Requiring Dissolution.

The following events shall require dissolution winding up the affairs of the Limited Liability Company:

- i. When the period fixed for the duration of the Limited Liability Company expires as specified in the Articles of Organization.

d. Choice of Law.

IN ALL RESPECTS THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEVADA INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY, PERFORMANCE AND THE RIGHTS AND INTERESTS OF THE PARTIES UNDER THIS AGREEMENT WITHOUT REGARD TO THE PRINCIPLES GOVERNING CONFLICTS OF LAWS, UNLESS OTHERWISE PROVIDED BY WRITTEN AGREEMENT.

e. Severability.

If any of the provisions of this Agreement shall contravene or be held invalid or unenforceable, the affected provision or provisions of this Agreement shall be construed or restricted in its or their application only to the extent necessary to permit the rights, interest, duties and obligations of the parties hereto to be enforced according to the purpose and intent of this Agreement and in conformance with the applicable law or laws.

f. Successors and Assigns.

Except as otherwise provided, this Agreement shall be binding upon and inure to the benefit of the parties and their legal representative, heirs, administrators, executors and assigns.

g. Non-waiver.

No provision of this Agreement shall be deemed to have been waived unless such waiver is contained in a written notice given to the party claiming such waiver has occurred, provided that no such waiver shall be deemed to be a waiver of any other or further obligation or liability of the party or parties in whose favor the waiver was given.

h. Captions.

Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement or any provision hereof.

i. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. It shall not be necessary for all Members to execute the same counterpart hereof.

j. Definition of Words.

Wherever in this agreement the term he/she is used, it shall be construed to mean also it's as pertains to a corporation member.

k. Membership.

A corporation, partnership, limited liability company, limited liability partnership or individual may be a Member of this Limited Liability Company.

I. Tax Provisions.

The provisions of Exhibit A, attached hereto are incorporated by reference as if fully rewritten herein.

ARTICLE XI INDEMNIFICATION AND INSURANCE

Section 1. Indemnification: Proceeding Other than by Company. The Company may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, except an action by or in the right of the Company, by reason of the fact that he or she is or was a Manager, Member, officer, employee or agent of the Company, or is or was serving at the request of the Company as a manager, member, shareholder, director, officer, partner, trustee, employee or agent of any other Person, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with the action, suit or proceeding if he or she acted in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, does not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company, and that, with respect to any criminal action or proceeding, he or she had reasonable cause to believe that his or her conduct was unlawful.

Section 2. Indemnification: Proceeding by Company. The Company may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that he or she is or was a Manager, Member, officer, employee or agent of the Company, or is or was serving at the request of the Company as a manager, member, shareholder, director, officer, partner, trustee, employee or agent of any other Person, joint venture, trust or other enterprise against expenses, including amounts paid in settlement and attorneys' fees actually and reasonably incurred by him or her in connection with the defense or settlement of the action or suit if he or she acted in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company. Indemnification may not be made for any claim, issue or matter as to which such a person has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals therefrom, to be liable to the Company or for amounts paid in settlement to the Company, unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

Section 3. Mandatory Indemnification. To the extent that a Manager, Member, officer, employee or agent of the Company has been successful on the merits or otherwise in defense of any action, suit or proceeding described in Article XI, Sections 1 and 2, or in defense of any claim, issue or matter therein, he or she must be indemnified by the Company against expenses, including attorneys' fees, actually and reasonably incurred by him or her in connection with the defense.

Section 4. Authorization of Indemnification. Any indemnification under Article XI, Sections 1 and 2, unless ordered by a court or advanced pursuant to Section 5, may be made by the Company only as authorized in the specific case upon a determination that indemnification of the Manager, Member, officer, employee or agent is proper in the circumstances. The determination must be made by a majority of the Members if the person seeking indemnity is not a majority owner of the Member Interests or by independent legal counsel selected by the Manager in a written opinion.

Section 5. Mandatory Advancement of Expenses. The expenses of Managers, Members and officers incurred in defending a civil or criminal action, suit or proceeding must be paid by the Company as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of an undertaking by or on behalf of the Manager, Member or officer to repay the amount if it is ultimately determined by a court of competent jurisdiction that he or she is not entitled to be indemnified by the Company. The provisions of this Section 5 do not affect any rights to advancement of expenses to which personnel of the Company other than Managers, Members or officers may be entitled under any contract or otherwise.

Section 6. Effect and Continuation. The indemnification and advancement of expenses authorized in or ordered by a court pursuant to Article XI, Sections 1 – 5, inclusive:

(A) Does not exclude any other rights to which a person seeking indemnification or advancement of expenses may be entitled under the Articles of Organization or any limited liability company agreement, vote of Members or disinterested Managers, if any, or otherwise, for either an action in his or her official capacity or an action in another capacity while holding his or her office, except that indemnification, unless ordered by a court pursuant to Article XI, Section 2 or for the advancement of expenses made pursuant to Section Article XI, may not be made to or on behalf of any Member, Manager or officer if a final adjudication establishes that his or her acts or omissions involved intentional misconduct, fraud or a knowing violation of the law and was material to the cause of action.

(B) Continues for a person who has ceased to be a Member, Manager, officer, employee or agent and inures to the benefit of his or her heirs, executors and administrators.

(C) **Notice of Indemnification and Advancement.** Any indemnification of, or advancement of expenses to, a Manager, Member, officer, employee or agent of the Company in accordance with this Article XI, if arising out of a proceeding by or on behalf of the Company, shall be reported in writing to the Members with or before the notice of the next Members' meeting.

(D) **Repeal or Modification.** Any repeal or modification of this Article XI by the Members of the Company shall not adversely affect any right of a Manager, Member, officer, employee or agent of the Company existing hereunder at the time of such repeal or modification.

ARTICLE XII

INVESTMENT REPRESENTATIONS; PRIVATE OFFERING EXEMPTION

Each Member, by his or its execution of this Agreement, hereby represents and warrants to, and agrees with, the Managers, the other Members and the Company as follows:

Section 1. Pre-existing Relationship or Experience. (i) Such Member has a preexisting personal or business relationship with the Company or one or more of its officers or control persons or (ii) by reason of his or its business or financial experience, or by reason of the business or financial experience of his or its financial advisor who is unaffiliated with and who is not compensated, directly or indirectly, by the Company or any affiliate or selling agent of the Company, such Member is capable of evaluating the risks and merits of an investment in the Company and of protecting his or its own interests in connection with this investment.

Section 2. No Advertising. Such Member has not seen, received, been presented with or been solicited by any leaflet, public promotional meeting, newspaper or magazine article or advertisement, radio or television advertisement, or any other form of advertising or general solicitation with respect to the offer or sale of Interests in the Company.

Section 3. Investment Intent. Such Member is acquiring the Interest for investment purposes for his or its own account only and not with a view to or for sale in connection with any distribution of all or any part of the Interest.

Section 4. Economic Risk. Such Member is financially able to bear the economic risk of his or its investment in the Company, including the total loss thereof.

Section 5. No Registration of Units Such Member acknowledges that the Interests have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or qualified under any state securities law or under the laws of any other jurisdiction, in reliance, in part, on such Member's representations, warranties and agreements herein.

Section 6. No Obligation to Register. Such Member represents, warrants and agrees that the Company and the Managers are under no obligation to register or qualify the Interests under the Securities Act or under any state securities law or under the laws of any other jurisdiction, or to assist such Member in complying with any exemption from registration and qualification.

Section 7. No Disposition in Violation of Law. Without limiting the representations set forth above, and without limiting Article 12 of this Agreement, such Member will not make any disposition of all or any part of the Interests which will result in the violation by such Member or by the Company of the Securities Act or any other applicable securities laws. Without limiting the foregoing, each Member agrees not to make any disposition of all or any part of the Interests unless and until: (A) there is then in effect a registration statement under the Securities Act covering such proposed disposition and such disposition is made in accordance with such registration statement and any applicable requirements of state securities laws; or (B) such Member has notified the Company of the proposed disposition and has furnished the Company with a detailed statement of the circumstances surrounding the proposed disposition, and if reasonably requested by the

Managers, such Member has furnished the Company with a written opinion of legal counsel, reasonably satisfactory to the Company, that such disposition will not require registration of any securities under the Securities Act or the consent of or a permit from appropriate authorities under any applicable state securities law or under the laws of any other jurisdiction.

Section 8. Financial Estimate and Projections. That it understands that all projections and financial or other materials which it may have been furnished are not based on historical operating results, because no reliable results exist, and are based only upon estimates and assumptions which are subject to future conditions and events which are unpredictable and which may not be relied upon in making an investment decision.

ARTICLE XIII

Preparation of Agreement.

Section 1. This Agreement has been prepared by David G. LeGrand, Esq. (the "Law Firm"), as legal counsel to the Company, and:

- (A) The Members have been advised by the Law Firm that a conflict of interest would exist among the Members and the Company as the Law Firm is representing the Company and not any individual members, and
- (B) The Members have been advised by the Law Firm to seek the advice of independent counsel; and
- (C) The Members have been represented by independent counsel or have had the opportunity to seek such representation; and
- (D) The Law Firm has not given any advice or made any representations to the Members with respect to any consequences of this Agreement; and
- (E) The Members have been advised that the terms and provisions of this Agreement may have tax consequences and the Members have been advised by the Law Firm to seek independent counsel with respect thereto; and
- (F) The Members have been represented by independent counsel or have had the opportunity to seek such representation with respect to the tax and other consequences of this Agreement.

IN WITNESS WHEREOF, the undersigned, being the Members of the above-named Limited Liability Company, have hereunto executed this Agreement as of the Effective Date first set forth above.

Member:

Shawn Bidsal, Member

CLA Properties, LLC

by _____
Benjamin Gholshami, Manager

Manager/Management:

Shawn Bidsal, Manager

Benjamin Golshami, Manager

TAX PROVISIONS

EXHIBIT A

1.1 Capital Accounts.

- 4.1.1 A single Capital Account shall be maintained for each Member (regardless of the class of Interests owned by such Member and regardless of the time or manner in which such Interests were acquired) in accordance with the capital accounting rules of Section 704(b) of the Code, and the regulations thereunder (including without limitation Section 1.704-1(b)(2)(iv) of the Income Tax Regulations). In general, under such rules, a Member's Capital Account shall be:
- 4.1.1.1 increased by (i) the amount of money contributed by the Member to the Company (including the amount of any Company liabilities that are assumed by such Member other than in connection with distribution of Company property), (ii) the fair market value of property contributed by the Member to the Company (net of liabilities secured by such contributed property that under Section 752 of the Code the Company is considered to assume or take subject to), and (iii) allocations to the Member of Company income and gain (or item thereof), including income and gain exempt from tax; and
- 4.1.1.2 decreased by (i) the amount of money distributed to the Member by the Company (including the amount of such Member's individual liabilities that are assumed by the Company other than in connection with contribution of property to the Company), (ii) the fair market value of property distributed to the Member by the Company (net of liabilities secured by such distributed property that under Section 752 of the Code such Member is considered to assume or take subject to), (iii) allocations to the Member of expenditures of the Company not deductible in computing its taxable income and not properly chargeable to capital account, and (iv) allocations to the Member of Company loss and deduction (or item thereof).
- 4.1.2 Where Section 704(c) of the Code applies to Company property or where Company property is revalued pursuant to paragraph (b)(2)(iv)(t) of Section 1.704-1 of the Income Tax Regulations, each Member's Capital Account shall be adjusted in accordance with paragraph (b)(2)(iv)(g) of Section 1.704-1 of the Income Tax Regulations as to allocations to the Members of depreciation, depletion, amortization and gain or loss, as computed for book purposes with respect to such property.
- 4.1.3 When Company property is distributed in kind (whether in connection with liquidation and dissolution or otherwise), the Capital Accounts of the Members shall first be adjusted to reflect the manner in which the unrealized income, gain, loss and deduction inherent in such property (that has not been

reflected in the Capital Account previously) would be allocated among the Members if there were a taxable disposition of such property for the fair market value of such property (taking into account Section 7701(g) of the Code) on the date of distribution.

- 4.1.4 The Members shall direct the Company's accountants to make all necessary adjustments in each Member's Capital Account as required by the capital accounting rules of Section 704(b) of the Code and the regulations thereunder.

5

ALLOCATION OF PROFITS AND LOSSES; TAX AND ACCOUNTING MATTERS

- 5.1 **Allocations.** Each Member's distributive share of income, gain, loss, deduction or credit (or items thereof) of the Company as shown on the annual federal income tax return prepared by the Company's accountants or as finally determined by the United States Internal Revenue Service or the courts, and as modified by the capital accounting rules of Section 704(b) of the Code and the Income Tax Regulations thereunder, as implemented by Section 8.5 hereof, as applicable, shall be determined as follows:

- 5.1.1 **Allocations.** Except as otherwise provided in this Section 1.1:

- 5.1.1.1 items of income, gain, loss, deduction or credit (or items thereof) shall be allocated among the members in proportion to their Percentage Interests as set forth in *Exhibit "B"*, subject to the Preferred Allocation schedule contained in *Exhibit "B"*, except that items of loss or deduction allocated to any Member pursuant to this Section 2.1 with respect to any taxable year shall not exceed the maximum amount of such items that can be so allocated without causing such Member to have a deficit balance in his or its Capital Account at the end of such year, computed in accordance with the rules of paragraph (b)(2)(ii)(d) of Section 1.704-1 of the Income Tax Regulations. Any such items of loss or deduction in excess of the limitation set forth in the preceding sentence shall be allocated as follows and in the following order of priority:

- 5.1.1.1.1 first, to those Members who would not be subject to such limitation, in proportion to their Percentage Interests, subject to the Preferred Allocation schedule contained in *Exhibit "B"*; and

- 5.1.1.1.2 second, any remaining amount to the Members in the manner required by the Code and Income Tax Regulations.

Subject to the provisions of subsections 2.1.2 – 2.1.11, inclusive, of this Agreement, the items specified in this Section 1.1 shall be allocated to the

Members as necessary to eliminate any deficit Capital Account balances and thereafter to bring the relationship among the Members' positive Capital Account balances in accord with their pro rata interests.

- 5.1.2 Allocations With Respect to Property Solely for tax purposes, in determining each Member's allocable share of the taxable income or loss of the Company, depreciation, depletion, amortization and gain or loss with respect to any contributed property, or with respect to revalued property where the Company's property is revalued pursuant to paragraph (b)(2)(iv)(f) of Section 1.704-1 of the Income Tax Regulations, shall be allocated to the Members in the manner (as to revaluations, in the same manner as) provided in Section 704(c) of the Code. The allocation shall take into account, to the full extent required or permitted by the Code, the difference between the adjusted basis of the property to the Member contributing it (or, with respect to property which has been revalued, the adjusted basis of the property to the Company) and the fair market value of the property determined by the Members at the time of its contribution or revaluation, as the case may be.
- 5.1.3 Minimum Gain Chargeback. Notwithstanding anything to the contrary in this Section 2.1, if there is a net decrease in Company Minimum Gain or Company Nonrecourse Debt Minimum Gain (as such terms are defined in Sections 1.704-2(b) and 1.704-2(i)(2) of the Income Tax Regulations, but substituting the term "Company" for the term "Partnership" as the context requires) during a Company taxable year, then each Member shall be allocated items of Company income and gain for such year (and, if necessary, for subsequent years) in the manner provided in Section 1.704-2 of the Income Tax Regulations. This provision is intended to be a "minimum gain chargeback" within the meaning of Sections 1.704-2(f) and 1.704-2(i)(4) of the Income Tax Regulations and shall be interpreted and implemented as therein provided.
- 5.1.4 Qualified Income Offset. Subject to the provisions of subsection 2.1.3, but otherwise notwithstanding anything to the contrary in this Section 2.1, if any Member's Capital Account has a deficit balance in excess of such Member's obligation to restore his or its Capital Account balance, computed in accordance with the rules of paragraph (b)(2)(ii)(d) of Section 1.704-1 of the Income Tax Regulations, then sufficient amounts of income and gain (consisting of a pro rata portion of each item of Company income, including gross income, and gain for such year) shall be allocated to such Member in an amount and manner sufficient to eliminate such deficit as quickly as possible. This provision is intended to be a "qualified income offset" within the meaning of Section 1.704-1(b)(2)(ii)(d) of the Income Tax Regulations and shall be interpreted and implemented as therein provided.
- 5.1.5 Depreciation Recapture. Subject to the provisions of Section 704(c) of the Code and subsections 2.1.2 – 2.1.4, inclusive, of this Agreement, gain recognized (or deemed recognized under the provisions hereof) upon the sale

or other disposition of Company property, which is subject to depreciation recapture, shall be allocated to the Member who was entitled to deduct such depreciation.

- 5.1.6 Loans If and to the extent any Member is deemed to recognize income as a result of any loans pursuant to the rules of Sections 1272, 1273, 1274, 7872 or 482 of the Code, or any similar provision now or hereafter in effect, any corresponding resulting deduction of the Company shall be allocated to the Member who is charged with the income. Subject to the provisions of Section 704(c) of the Code and subsections 2.1.2 – 2.1.4, inclusive, of this Agreement, if and to the extent the Company is deemed to recognize income as a result of any loans pursuant to the rules of Sections 1272, 1273, 1274, 7872 or 482 of the Code, or any similar provision now or hereafter in effect, such income shall be allocated to the Member who is entitled to any corresponding resulting deduction.
- 5.1.7 Tax Credits Tax credits shall generally be allocated according to Section 1.704-1(b)(4)(ii) of the Income Tax Regulations or as otherwise provided by law. Investment tax credits with respect to any property shall be allocated to the Members pro rata in accordance with the manner in which Company profits are allocated to the Members under subsection 2.1.1 hereof, as of the time such property is placed in service. Recapture of any investment tax credit required by Section 47 of the Code shall be allocated to the Members in the same proportion in which such investment tax credit was allocated.
- 5.1.8 Change of Pro Rata Interests. Except as provided in subsections 2.1.6 and 2.1.7 hereof or as otherwise required by law, if the proportionate interests of the Members of the Company are changed during any taxable year, all items to be allocated to the Members for such entire taxable year shall be prorated on the basis of the portion of such taxable year which precedes each such change and the portion of such taxable year on and after each such change according to the number of days in each such portion, and the items so allocated for each such portion shall be allocated to the Members in the manner in which such items are allocated as provided in section 2.1.1 during each such portion of the taxable year in question.
- 5.1.9 Effect of Special Allocations on Subsequent Allocations. Any special allocation of income or gain pursuant to subsections 2.1.3 or 2.1.4 hereof shall be taken into account in computing subsequent allocations of income and gain pursuant to this Section 9.1 so that the net amount of all such allocations to each Member shall, to the extent possible, be equal to the net amount that would have been allocated to each such Member pursuant to the provisions of this Section 2.1 if such special allocations of income or gain under subsection 2.1.3 or 2.1.4 hereof had not occurred.
- 5.1.10 Nonrecourse and Recourse Debt. Items of deduction and loss attributable to Member nonrecourse debt within the meaning of Section 1.7042(b)(4) of the

Income Tax Regulations shall be allocated to the Members bearing the economic risk of loss with respect to such debt in accordance with Section 1704-2(i)(1) of the Income Tax Regulations. Items of deduction and loss attributable to recourse liabilities of the Company, within the meaning of Section 1.752-2 of the Income Tax Regulations, shall be allocated among the Members in accordance with the ratio in which the Members share the economic risk of loss for such liabilities.

- 5.1.11 State and Local Items. Items of income, gain, loss, deduction, credit and tax preference for state and local income tax purposes shall be allocated to and among the Members in a manner consistent with the allocation of such items for federal income tax purposes in accordance with the foregoing provisions of this Section 2.1.

- 5.2 Accounting Matters. The Managers or, if there be no Managers then in office, the Members shall cause to be maintained complete books and records accurately reflecting the accounts, business and transactions of the Company on a calendar-year basis and using such cash, accrual, or hybrid method of accounting as in the judgment of the Manager, Management Committee or the Members, as the case may be, is most appropriate; provided, however, that books and records with respect to the Company's Capital Accounts and allocations of income, gain, loss, deduction or credit (or item thereof) shall be kept under U.S. federal income tax accounting principles as applied to partnerships.

5.3 Tax Status and Returns.

- 5.3.1 Any provision hereof to the contrary notwithstanding, solely for United States federal income tax purposes, each of the Members hereby recognizes that the Company may be subject to the provisions of Subchapter K of Chapter 1 of Subtitle A of the Code; provided, however, the filing of U.S. Partnership Returns of Income shall not be construed to extend the purposes of the Company or expand the obligations or liabilities of the Members.
- 5.3.2 The Manager(s) shall prepare or cause to be prepared all tax returns and statements, if any, that must be filed on behalf of the Company with any taxing authority, and shall make timely filing thereof. Within one-hundred twenty (120) days after the end of each calendar year, the Manager(s) shall prepare or cause to be prepared and delivered to each Member a report setting forth in reasonable detail the information with respect to the Company during such calendar year reasonably required to enable each Member to prepare his or its federal, state and local income tax returns in accordance with applicable law then prevailing.
- 5.3.3 Unless otherwise provided by the Code or the Income Tax Regulations thereunder, the current Manager(s), or if no Manager(s) shall have been elected, the Member holding the largest Percentage Interest, or if the Percentage Interests be equal, any Member shall be deemed to be the "Tax

EXHIBIT 40

Ben Gol

From: ben <bengol7@yahoo.com>
Sent: Tuesday, February 21, 2012 11:03 PM
To: Shawn Bidsal
Subject: credit card

Categories: Buyout

hi, it seems that all my credit cards are maxed out. I need a few thousand for travel expenses. Can you release some?

Ben

EXHIBIT 40

EXHIBIT 197

Rebuttal Report Exhibit 1
Was Exhibit 2 on Original Report
Green Valley Commerce, LLC
Allocation of Profits and Distributions per Operating agreement

	Per Tax return			Should be per operating agreement			Variance in Distributions	
	CLA Prop	Bidsal	Total	CLA Prop	Bidsal	Total	CLA Prop	Bidsal
	70%	30%	100%	70%	30%	100%		
Capital Transaction percent	50%	50%	100%	50%	50%	100%		
Percentage interest								
1 2011								
2 Capital Contributions	2,834,250	1,215,000	4,049,250	2,834,250	1,215,000	4,049,250		
3 Rental income	84,613	84,612	169,225	84,613	84,612	169,225		
4 Interest accrued after 6/3/11 (1)	86,376	86,376	172,752	86,375	86,377	172,752		
5 Interest accrued prior to 6/3/11 (1)	69,257	69,256	138,513	96,959	41,554	138,513		
6 Profit Distributions (line 5+6)	(170,989)	(170,988)	(341,977)	(170,988)	(170,989)	(341,977)	1	(1)
7 Return of capital (2)	(94,011)	(94,012)	(188,023)	(131,616)	(56,407)	(188,023)	(37,605)	37,605
8 Ending Capital 12/31/2011 (2)	2,809,496	1,190,244	3,999,740	2,799,593	1,200,147	3,999,740	(37,604)	37,604
9 2012								
10 Capital Contributions								
11 Rental income	169,427	169,427	338,854	169,427	169,427	338,854		
12 Interest income	517	517	1,034	517	517	1,034		
13 Missing cash or expenses	(18,215)	(18,215)	(36,430)	(18,215)	(18,215)	(36,430)		
14 Code Sec 481(a) Adjustment	(25,934)	(25,933)	(51,867)	(25,934)	(25,933)	(51,867)		
15 Profit distr. (sum of line 13 - 16)	(125,795)	(125,796)	(251,591)	(125,795)	(125,796)	(251,591)	0	0
16 Return of capital (3)	(90,205)	(90,204)	(180,409)	(126,286)	(54,123)	(180,409)	(36,081)	36,081
17 Ending Capital 12/31/2012 (3)	2,719,291	1,100,040	3,819,331	2,673,307	1,146,024	3,819,331	(73,685)	73,685
18 2013								
19 Rental income	57,576	57,576	115,152	57,576	57,576	115,152		
20 Interest income	713	713	1,426	713	713	1,426		
21 Section 1231 Gain	55,145	55,145	110,290					
22 1231 Gain from depr taken				10,893	10,893	21,786		
23 Remainder of 1231 gain				61,948	26,556	88,504		
24 Profit distr. (Line 21 + 22)	(58,289)	(58,289)	(116,578)	(58,289)	(58,289)	(116,578)	0	0
25 Capital returned (4)	(109,066)	(109,066)	(218,132)	(152,692)	(65,440)	(218,132)	(43,626)	43,626
26 Capital Transaction (Cash on sale) (4)	(74,200)	(36,090)	(110,290)	(77,203)	(33,087)	(110,290)	(3,003)	3,003
27 Ending Capital 12/31/2013 (4)	2,591,170	1,010,029	3,601,199	2,516,253	1,084,946	3,601,199	(120,314)	120,314
28 2014								
29 Rental income	99,269	99,267	198,536	99,268	99,268	198,536		
30 Interest income	0	0	0	0	0	0		
31 Section 1231 Gain	205,346	205,345	410,691					
32 1231 Gain from Depr				22,569	22,569	45,138		
33 Remainder of 1231 Gain				255,422	110,131	365,553		
34 Profit distributions (line 31+32)	(99,269)	(99,267)	(198,536)	(99,268)	(99,268)	(198,536)	1	(1)
35 Capital returned (5)	(55,031)	(55,032)	(110,063)	(77,044)	(33,019)	(110,063)	(22,013)	22,013
36 Capital Transaction (5)	(492,567)	(300,628)	(793,195)	(555,237)	(237,958)	(793,195)	(62,670)	62,670
37 Ending Capital 12/31/2014	2,248,918	859,714	3,108,632	2,161,963	946,669	3,108,632	(204,996)	204,996
38 2015								
39 Rental income	114,978	114,978	229,956	114,978	114,978	229,956		
40 Interest income	0	0	0	0	0	0		
41 Section 1231 Gain	166,580	166,580	333,160					
42 1231 Gain from Depr				10,963	10,963	21,925		
43 Remainder of 1231 Gain				216,455	94,780	311,235		
44 Profit distributions (6)	(114,978)	(114,978)	(229,956)	(114,978)	(114,978)	(229,956)	0	0
45 Capital returned (6)	(46,892)	(46,892)	(93,784)	(65,649)	(28,135)	(93,784)	(18,757)	18,757
46 Capital Transaction (6)	(348,835)	(235,185)	(584,020)	(408,814)	(175,206)	(584,020)	(59,979)	59,979
47 Ending Capital 12/31/2015	2,019,771	744,217	2,763,988	1,914,918	849,071	2,763,988	(283,732)	283,732
48 2016								
49 Rental income	195,954	195,953	391,907	195,954	195,953	391,907		
50 Interest income	0	0	0	0	0	0		
51 Section 1231 Gain	0	0	0	0	0	0		
52 Profit distributions	(195,954)	(195,953)	(391,907)	(195,954)	(195,953)	(391,907)	0	0
53 Capital returned	(14,046)	(14,047)	(28,093)	(19,665)	(8,428)	(28,093)	(5,619)	5,619
54 Capital Transaction			0	0	0	0	0	0
55 Ending Capital 12/31/2016	2,005,725	730,170	2,735,895	1,895,253	840,643	2,735,895	(289,351)	289,351

Rebuttal Report Exhibit 1
Was Exhibit 2 on Original Report
Green Valley Commerce, LLC
Allocation of Profits and Distributions per Operating agreement

	Per Tax return			Should be per operating agreement			Variance in Distributions	
	CLA Prop	Bidsal	Total	CLA Prop	Bidsal	Total	CLA Prop	Bidsal
Capital Transaction percent	70%	30%	100%	70%	30%	100%		
Percentage interest	50%	50%	100%	50%	50%	100%		
2017								
Rental income thru 9/2/17 (245 days)	120,491	120,490	240,981	120,491	120,490	240,981		
Rental Income after 9/2/17 (120 days)	59,016	59,016	118,032	118,032	0	118,032		
Total Rental income	179,507	179,506	359,013	238,523	120,490	359,013		
Interest income	0	0		0	0	0		
Section 1231 Gain	0	0		0	0	0		
Distributions before 9/2/17 of Profits (8)	(56,000)	(56,000)	(112,000)	(56,000)	(56,000)	(112,000)	0	0
Distr after 9/2 of profits prior to 9/2 (8a)	(64,491)	(64,490)	(128,981)	(128,981)	0	(128,981)	(64,490)	64,490
Distr after 9/2 of profits after 9/2 (8a)	(59,016)	(59,016)	(118,032)	(118,032)	0	(118,032)	(59,016)	59,016
Capital returned prior 9/2/17 (8a)	(21,493)	(21,494)	(42,987)	(42,987)	0	(42,987)	(21,494)	21,494
Capital Transaction (8)			0	0	0	0	0	0
Ending Capital 12/31/2017	1,984,232	708,676	2,692,908	1,787,776	905,133	2,692,908	(434,351)	434,351
2018								
Rental income	175,314	175,314	350,628	350,628		350,628		
Interest income	0	0		0	0	0		
Section 1231 Gain	0	0		0	0	0		
Profit distributions (9)	(175,000)	(175,000)	(350,000)	(350,000)		(350,000)	(175,000)	175,000
Capital returned (9)			0	0	0	0	0	0
Capital Transaction (9)			0	0	0	0	0	0
Ending Capital 12/31/2018	1,984,546	708,990	2,693,536	1,788,404	905,133	2,693,536	(609,351)	609,351
2019								
Rental income	97,889	97,888	195,777	195,777		195,777		
Interest income	0	0		0	0	0	0	0
Section 1231 Gain	0	0		0	0	0	0	0
Profit distributions (10)	(157,219)	(157,218)	(314,437)	(314,437)		(314,437)	(157,218)	157,218
Capital returned (10)	(23,281)	(23,282)	(46,563)	(46,563)		(46,563)	(23,282)	23,282
Capital Transaction (10)			0	0	0	0	0	0
Ending Capital 12/31/2019	1,901,935	626,378	2,528,313	1,623,181	905,133	2,528,313	(789,851)	789,851
Percent of total capital	73.68%	26.32%	100.00%	66.40%	33.60%	100.00%	-7.28%	7.28%

(1) Total Interest in 2011	155,633	155,632	311,265
(2) Total Distributions in 2011	(265,000)	(265,000)	(530,000)
(3) Total Distributions in 2012	(216,000)	(216,000)	(432,000)
(4) Total Distributions in 2013	(241,555)	(203,445)	(445,000)
(5) Total Distributions in 2014	(646,867)	(454,927)	(1,101,794)
(6) Total Distributions in 2015	(510,705)	(397,055)	(907,760)
(7) Total Distributions in 2016	(210,000)	(210,000)	(420,000)
(8) Total Distributions through 9/2/17	(56,000)	(56,000)	(112,000)
(8a) Total Distributions after 9/2/17	(145,000)	(145,000)	(290,000)
(8b) Total Distributions in 2017	(201,000)	(201,000)	(402,000)
(9) Total Distributions in 2018	(175,000)	(175,000)	(350,000)
(10) Total Distributions in 2019	(180,500)	(180,500)	(361,000)

Rebuttal Report Exhibit 2
 Was Exhibit 2a on Original Report
 Summary of Incorrect Distributions
 Net Income Per Tax return

Year	CLA Distr. Received	CLA Distr. Under OA	Total Due From Bidsal
2011	265,000	302,604	37,604
2012	216,000	252,081	36,081
2013	241,555	288,184	46,629
2014	646,867	731,549	84,682
2015	510,705	589,441	78,736
2016	210,000	215,619	5,619
2017	201,000	346,000	145,000
2018	175,000	350,000	175,000
2019	180,500	361,000	180,500
Total	2,646,627	3,436,478	789,851

EXHIBIT 198

Schedule 1
Tax Cost Based on Tax Asset Details (1), Depreciation and Amortization Reports (1) and 2013 Cost Segregation Study (2)
Green Valley Commerce, LLC

Asset Group	Property Description	Date in Service	Date Sold	Building	Tax Period	Tax Cost						
						2011	Cost Seg	2012	2013	2014	2015	2016
Building	Building - 048	9/22/2011		A	39.0	\$ 418,536.28	\$ 428,230.43	\$ 428,230.43	\$ 428,230.43	\$ 428,230.43	\$ 428,230.43	\$ 428,230.43
	Building - 048	9/22/2011		A	15.0	-	1,712.64	1,712.64	1,712.64	1,712.64	1,712.64	1,712.64
	Building - 048	9/22/2011		A	5.0	-	31,632.16	31,632.16	31,632.16	31,632.16	31,632.16	31,632.16
	Building - 049	9/22/2011	8/28/2015	B	39.0	210,759.55	216,258.40	216,258.40	216,258.40	216,258.40	-	-
	Building - 049	9/22/2011	8/28/2015	B	15.0	-	605.42	605.42	605.42	605.42	-	-
	Building - 049	9/22/2011	8/28/2015	B	5.0	-	15,873.38	15,873.38	15,873.38	15,873.38	-	-
	Building - 050	9/22/2011	9/10/2012	C	39.0	293,763.47	299,459.22	299,459.22	299,459.22	299,459.22	299,459.22	299,459.22
	Building - 050	9/22/2011	9/10/2012	C	15.0	-	2,692.17	2,692.17	2,692.17	2,692.17	2,692.17	2,692.17
	Building - 050	9/22/2011	9/10/2012	C	5.0	-	22,072.59	22,072.59	22,072.59	22,072.59	22,072.59	22,072.59
	Building - 051	9/22/2011	11/13/2014	E	39.0	315,018.97	321,146.33	321,146.33	321,146.33	-	-	-
	Building - 051	9/22/2011	11/13/2014	E	15.0	-	2,524.52	2,524.52	2,524.52	-	-	-
	Building - 051	9/22/2011	11/13/2014	E	5.0	-	23,886.92	23,886.92	23,886.92	-	-	-
	Building - 052	9/22/2011		F	39.0	391,504.29	400,437.73	400,437.73	400,437.73	400,437.73	400,437.73	400,437.73
	Building - 052	9/22/2011		F	15.0	-	2,283.81	2,283.81	2,283.81	2,283.81	2,283.81	2,283.81
	Building - 052	9/22/2011		F	5.0	-	29,270.31	29,270.31	29,270.31	29,270.31	29,270.31	29,270.31
	Building - 053	9/22/2011		G	39.0	333,064.24	340,949.31	340,949.31	340,949.31	340,949.31	340,949.31	340,949.31
	Building - 053	9/22/2011		G	15.0	-	1,690.41	1,690.41	1,690.41	1,690.41	1,690.41	1,690.41
	Building - 053	9/22/2011		G	5.0	-	25,114.58	25,114.58	25,114.58	25,114.58	25,114.58	25,114.58
	Building - 054	9/22/2011		H	39.0	414,325.40	423,251.21	423,251.21	423,251.21	423,251.21	423,251.21	423,251.21
	Building - 054	9/22/2011		H	15.0	-	2,881.97	2,881.97	2,881.97	2,881.97	2,881.97	2,881.97
	Building - 054	9/22/2011		H	5.0	-	30,886.15	30,886.15	30,886.15	30,886.15	30,886.15	30,886.15
	Building - 055	9/22/2011		D	39.0	271,289.48	277,481.64	277,481.64	277,481.64	277,481.64	277,481.64	277,481.64
	Building - 055	9/22/2011		D	15.0	-	1,639.63	1,639.63	1,639.63	1,639.63	1,639.63	1,639.63
	Building - 055	9/22/2011		D	5.0	-	20,451.56	20,451.56	20,451.56	20,451.56	20,451.56	20,451.56
	Building - 056	9/22/2011		Pkg Lot	39.0	193,877.71	-	-	-	-	-	-
	Building - 056	9/22/2011		Pkg Lot	15.0	-	244,749.69	-	-	-	-	-
	Building - 056	9/22/2011		Pkg Lot	5.0	-	-	-	-	-	-	-
	Building - Greenway	3/13/2013		Greenway	39.0	-	-	241,360.55	241,360.55	241,360.55	241,360.55	241,360.55
						\$ 2,842,139.39	\$ 3,167,182.18	\$ 2,922,432.49	\$ 3,163,793.04	\$ 2,816,235.27	\$ 2,583,498.07	\$ 2,583,498.07
Building Improvements												
Building Improvements	Arcbilt Development Inc	6/15/2015		n/a	15.0	-	-	-	-	-	6,050.00	6,050.00
	Arcbilt Development Inc	12/20/2015		n/a	15.0	-	-	-	-	-	1,500.00	1,500.00
	Hennessy's Renovations	4/10/2014		n/a	15.0	-	-	-	-	6,439.63	6,439.63	6,439.63
						\$ -	\$ -	\$ -	\$ -	\$ 6,439.63	\$ 13,989.63	\$ 13,989.63
Land												
Land	Land - 048	9/22/2011		n/a	0.0	\$ 106,758.66	\$ 105,928.07	\$ 105,928.07	\$ 105,928.07	\$ 105,928.07	\$ 105,928.07	\$ 105,928.07
	Land - 049	9/22/2011	8/28/2015	n/a	0.0	57,480.09	54,091.72	54,091.72	54,091.72	54,091.72	-	-
	Land - 050	9/22/2011	9/10/2012	n/a	0.0	78,010.24	74,969.83	74,969.83	74,969.83	74,969.83	74,969.83	74,969.83
	Land - 051	9/22/2011	11/13/2014	n/a	0.0	82,120.58	80,084.96	80,084.96	80,084.96	-	-	-
	Land - 052	9/22/2011		n/a	0.0	102,650.72	99,648.56	99,648.56	99,648.56	99,648.56	99,648.56	99,648.56
	Land - 053	9/22/2011		n/a	0.0	90,331.68	85,379.68	85,379.68	85,379.68	85,379.68	85,379.68	85,379.68
	Land - 054	9/22/2011		n/a	0.0	106,758.66	105,078.93	105,078.93	105,078.93	105,078.93	105,078.93	105,078.93
	Land - 055	9/22/2011		n/a	0.0	73,911.87	69,611.39	69,611.39	69,611.39	69,611.39	69,611.39	69,611.39
	Land - 056	9/22/2011		Pkg Lot	0.0	427,020.29	125,206.86	-	-	-	-	-
	Land - Greenway	3/13/2013		Greenway	0.0	-	-	81,817.14	81,817.14	81,817.14	81,817.14	81,817.14
						\$ 1,125,042.79	\$ 800,000.00	\$ 674,793.14	\$ 756,610.28	\$ 676,525.32	\$ 622,433.60	\$ 622,433.60
Total						\$ 3,967,182.18	\$ 3,967,182.18	\$ 3,597,225.63	\$ 3,920,403.32	\$ 3,499,200.22	\$ 3,219,921.30	\$ 3,219,921.30

(1) See Bates No. CLA_BidSal 0002540, 0002557, 0001656-0001657, 0001912-0001913, 0001965-0001966, 0000085, 0000522-0000524, 0000877-0000879 and BIDSAL001508-001510.
(2) See Bates Nos. CLA_BidSal 0002414 through 0002541.

Schedule 2
Cost of Purchase (COP) Calculation
Green Valley Commerce, LLC
Initial Properties Owned

2011 Tax Asset Detail (1)

Building	\$ 2,842,139.39
Land	1,125,042.79
Real Estate	<u>\$ 3,967,182.18</u>

2013 Cost Segregation Study (2)

Building	\$ 3,167,182.18
Land	800,000.00
Real Estate	<u>\$ 3,967,182.18</u>

**Cost of Purchase (COP) -
Initial Properties Owned**

\$ 3,967,182.18

Assessor Parcel No. 161-32-810-									
048	049	050	051	052	053	054	055	056	057
<i>Bldg A</i>	<i>Bldg B</i>	<i>Bldg C</i>	<i>Bldg E</i>	<i>Bldg F</i>	<i>Bldg G</i>	<i>Bldg H</i>	<i>Bldg I</i>	<i>Bldg J</i>	<i>Bldg K</i>
\$ 418,536.28	\$ 210,759.55	\$ 293,763.47	\$ 315,018.97	\$ 391,504.29	\$ 333,064.24	\$ 418,536.28	\$ 210,759.55	\$ 293,763.47	\$ 315,018.97
106,758.66	57,480.09	78,010.24	82,120.58	102,650.72	90,331.68	106,758.66	57,480.09	78,010.24	82,120.58
<u>\$ 525,294.94</u>	<u>\$ 268,239.64</u>	<u>\$ 371,773.71</u>	<u>\$ 397,139.55</u>	<u>\$ 494,155.01</u>	<u>\$ 423,395.92</u>	<u>\$ 525,294.94</u>	<u>\$ 268,239.64</u>	<u>\$ 371,773.71</u>	<u>\$ 397,139.55</u>
\$ 461,575.23	\$ 232,737.20	\$ 324,223.98	\$ 347,557.77	\$ 431,991.85	\$ 367,754.30	\$ 461,575.23	\$ 232,737.20	\$ 324,223.98	\$ 347,557.77
105,928.07	54,091.72	74,969.83	80,084.96	99,648.56	85,379.68	105,928.07	54,091.72	74,969.83	80,084.96
<u>\$ 567,503.30</u>	<u>\$ 286,828.92</u>	<u>\$ 399,193.81</u>	<u>\$ 427,642.73</u>	<u>\$ 531,640.41</u>	<u>\$ 453,133.98</u>	<u>\$ 567,503.30</u>	<u>\$ 286,828.92</u>	<u>\$ 399,193.81</u>	<u>\$ 427,642.73</u>
<u>\$ 567,503.30</u>	<u>\$ 286,828.92</u>	<u>\$ 399,193.81</u>	<u>\$ 427,642.73</u>	<u>\$ 531,640.41</u>	<u>\$ 453,133.98</u>	<u>\$ 567,503.30</u>	<u>\$ 286,828.92</u>	<u>\$ 399,193.81</u>	<u>\$ 427,642.73</u>

(1) From Schedule 1. See also Bates No. CLA_Bidsal 0002540.
(2) From Schedule 1. See also Bates No. CLA_Bidsal 0002541.

Schedule 3
Cost of Purchase (COP)
Green Valley Commerce, LLC
Properties Owned as of September 2, 2017

		Assessor Parcel No. 161-32-810-						
		048	049	n/a	051	052	053	054
		<i>Bldg A</i>	<i>Bldg B</i>	<i>Greenway</i>	<i>Bldg E</i>	<i>Bldg F</i>	<i>Bldg G</i>	<i>Bldg H</i>
<u>Cost of Purchase (COP) (1)</u>								
Building	\$ 3,167,182.18	\$ 461,575.23	\$ 232,737.20	\$ 324,223.98	\$ 347,557.77	\$ 431,991.85	\$ 367,754.30	\$ 453,133.98
Land	800,000.00	105,928.07	54,091.72	74,969.83	80,084.96	99,648.56	85,379.68	105,928.07
Total COP	<u>\$ 3,967,182.18</u>	<u>\$ 567,503.30</u>	<u>\$ 286,828.92</u>	<u>\$ 399,193.81</u>	<u>\$ 427,642.73</u>	<u>\$ 531,640.41</u>	<u>\$ 453,133.98</u>	<u>\$ 559,062.05</u>
<u>2017 Tax Asset Detail (2)</u>								
Building	\$ 2,509,960.66	\$ 461,575.23	\$ -	\$ 324,223.98	\$ -	\$ 431,991.85	\$ 367,754.30	\$ 453,133.98
Land	626,469.92	105,928.07	-	74,969.83	-	99,648.56	85,379.68	105,928.07
Total COP	<u>\$ 3,136,430.58</u>	<u>\$ 567,503.30</u>	<u>\$ -</u>	<u>\$ 399,193.81</u>	<u>\$ -</u>	<u>\$ 531,640.41</u>	<u>\$ 453,133.98</u>	<u>\$ 559,062.05</u>
Cost of Purchase (COP) - Properties Owned as of September 2, 2017	<u>\$ 3,136,430.58</u>	<u>\$ 567,503.30</u>	<u>\$ -</u>	<u>\$ 399,193.81</u>	<u>\$ -</u>	<u>\$ 531,640.41</u>	<u>\$ 453,133.98</u>	<u>\$ 559,062.05</u>

(1) See Schedule 2.

(2) See Schedule 1.

Schedule 4
Capital Contribution Calculation
Green Valley Commerce, LLC

	2011	2012	2013	2014	2015	2016	2017
<u>Shawn Bidsal</u>							
Capital Contributed Beginning of Period	\$ -	\$ 1,215,000.00	\$ 1,215,000.00	\$ 1,186,418.21	\$ 1,042,463.60	\$ 957,225.64	\$ 957,225.64
Capital Contributed During Year (1)	1,215,000.00	-	-	-	-	-	-
Capital Returned During Year (2)	-	-	(28,581.79)	(143,954.61)	(85,237.96)	-	-
Capital Contributed End of Period	\$ 1,215,000.00	\$ 1,215,000.00	\$ 1,186,418.21	\$ 1,042,463.60	\$ 957,225.64	\$ 957,225.64	\$ 957,225.64
<u>CLA Properties</u>							
Capital Contributed Beginning of Period	\$ -	\$ 2,834,250.00	\$ 2,834,250.00	\$ 2,767,559.14	\$ 2,431,665.05	\$ 2,232,776.79	\$ 2,232,776.79
Capital Contributed During Year (1)	2,834,250.00	-	-	-	-	-	-
Capital Returned During Year (2)	-	-	(66,690.86)	(335,894.09)	(198,888.26)	-	-
Capital Contributed End of Period	\$ 2,834,250.00	\$ 2,834,250.00	\$ 2,767,559.14	\$ 2,431,665.05	\$ 2,232,776.79	\$ 2,232,776.79	\$ 2,232,776.79
Total Capital Contributed End of Period	\$ 4,049,250.00	\$ 4,049,250.00	\$ 3,953,977.35	\$ 3,474,128.65	\$ 3,190,002.43	\$ 3,190,002.43	\$ 3,190,002.43
<u>% of Capital Contributed</u>							
Shawn Bidsal	30.0%	30.0%	30.0%	30.0%	30.0%	30.0%	30.0%
CLA Properties	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%
	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%

(1) See Bates No. CLA_Bidsal 0002340-0002341.

(2) See Green Valley Commerce Center QuickBooks (Bates No. BIDSAL003815). See also Bates Nos. BIDSAL001452-001454, 004797-001466, and 001476.

Schedule 5
Shawn Bidsal Purchase Price Calculation
Excluding Interest
Green Valley Commerce, LLC

	<u>Buyout</u>
Fair Market Value (FMV) (1)	\$ 5,000,000.00
Less: Cost of Purchase (COP) (2)	<u>(3,136,430.58)</u>
Equals: (FMV - COP)	1,863,569.42
Times 0.5	<u>50.0%</u>
Equals: Share of Increased Value	931,784.71
Plus: Capital Contributions (3)	957,225.64
Minus: Prorated Liabilities	<u>-</u>
Equals: Purchase Price excluding Interest	<u><u>\$ 1,889,010.35</u></u>

(1) Per outcome of Arbitration 4569.

(2) See Schedule 3.

(3) See Schedule 4.

Schedule 6
Interest Calculation on Buyout
Green Valley Commerce, LLC

	9/2/2017 through 12/31/2017	1/1/2018 through 6/30/2018	7/1/2018 through 12/31/2018	1/1/2019 through 6/30/2019	7/1/2019 through 12/31/2019	1/1/2020 through 6/30/2020	
Bidsal Buyout as of September 2, 2017 (1)	\$ 1,889,010.35	\$ 1,889,010.35	\$ 1,889,010.35	\$ 1,889,010.35	\$ 1,889,010.35	\$ 1,889,010.35	\$
Times: Annual Interest Rate (2)	6.25%	6.50%	7.00%	7.50%	7.50%	6.75%	
Times: Term (in Years)	0.3315	0.4959	0.5041	0.4959	0.5041	0.4973	
Equals: Interest	\$ 39,138.74	\$ 60,888.24	\$ 66,658.78	\$ 70,255.66	\$ 71,420.12	\$ 63,405.72	\$
Bidsal Buyout with Interest							
Annual Interest Rate							
Divided by: Days in Year							
Equals: Daily Interest Rate							
Bidsal Buyout as of September 2, 2017							
Times: Daily Interest Rate							
Equals: Daily Interest at Current Interest Rate							

(1) See Schedule 5.

(2) Legal interest rate in effect per NRS (Nevada Revised Statutes) 99.040. See <https://www.washoecourts.com/TopRequests/InterestRates>.

Schedule 7
Net Income: 2017
Green Valley Commerce, LLC

	Green Valley Commerce Center			Greenway Village			
	Jan 1 - Sep 2	Sep 3 - Dec 31	Jan 1 - Dec 31	Jan 1 - Sep 2	Sep 3 - Dec 31	Jan 1 - Dec 31	Jan 1 - Sep 2
	(1)	(1)		(2)	(2)		(2)
Rent	\$ 263,202	\$ 105,261	\$ 368,463	\$ 87,735	\$ 35,755	\$ 123,490	\$ 31,590
CAM Charges	52,095	22,828	74,922	31,590	13,418	45,007	13,418
HOA CAM Charges	18,993	-	18,993	-	-	-	-
Late Fees	126	-	126	-	-	-	-
Gross revenue	334,415	128,089	462,504	119,325	49,173	168,497	44,936
Advertising	308	-	308	-	-	-	-
Insurance	10,096	-	10,096	3,936	-	3,936	-
Legal and other professional fees	7,447	3,009	10,456	125	-	125	-
Repairs	475	2,459	2,934	3,615	150	3,765	150
Taxes	37,505	-	37,505	-	10,081	10,081	10,081
Utilities	14,833	9,502	24,335	5,439	2,381	7,821	2,381
Alarm and security	-	-	-	640	105	745	105
Association dues	2,265	755	3,021	-	-	-	-
Bank charges	-	30	30	-	30	30	30
Business licenses and permits	400	-	400	652	221	873	221
Contract services/labor	9,705	9,485	19,190	350	-	350	-
Credit report	-	33	33	-	-	-	-
Equipment rental	931	-	931	-	-	-	-
Landscaping and groundskeeping	6,975	2,765	9,740	3,145	1,665	4,810	1,665
Recycling	1,428	656	2,084	-	-	-	-
Supplies and maintenance	7,373	864	8,237	-	-	-	-
Trash disposal	5,331	2,730	8,062	3,319	1,398	4,717	1,398
Travel/Transportation expenses	290	20	310	-	-	-	-
Total expenses	105,363	32,308	137,670	21,221	16,032	37,253	15,133
Net rental real estate income	229,052	95,782	324,834	98,103	33,140	131,244	29,803
Correction-Prior Year's Profits	-	3,990	3,990	-	2,115	2,115	-
Miscellaneous income	-	1	1	2	(881)	(879)	2
Net income	\$ 229,052	\$ 99,773	\$ 328,825	\$ 98,106	\$ 34,375	\$ 132,480	\$ 31,835
Allocation % to Shawn Bidsal for Management Services	20%	20%	20%	20%	20%	20%	20%
Net income allocated to Shawn Bidsal	\$ 45,810	\$ 19,955	\$ 65,765	\$ 19,621	\$ 6,875	\$ 26,496	\$ 6,367

(1) See Green Valley Commerce Center QuickBooks (Bates No. BIDSAL003815).

(2) See Greenway Village QuickBooks (Bates No. BIDSAL003816).

Schedule 8
Net Income: September 3, 2017 through August 13, 2020
Green Valley Commerce, LLC

	Green Valley Commerce Center				Greenway Village				
	Sep 3 - Dec 31, 2017	2018	2019	Jan 1 - Aug 13, 2020	Sep 3 - Dec 31, 2017	2018	2019	Jan 1 - Aug 13, 2020	Sep 3 - Dec 31, 2017
	(1)	(2)	(2)	(2)	(1)	(3)	(3)	(3)	
Rent	\$ 105,261	\$ 348,356	\$ 309,242	\$ 167,834	\$ 35,755	\$ 120,001	\$ 88,767	\$ 49,491	\$ 141,016
CAM Charges	22,828	82,449	83,736	36,827	13,418	39,852	27,615	15,285	36,240
HOA CAM Charges	-	-	16,519	-	-	-	-	-	-
Late Fees	-	132	-	169	-	-	-	197	-
Gross revenue	128,089	430,936	409,497	204,830	49,173	159,853	116,382	64,972	177,266
Commissions	-	-	609	-	-	-	-	-	-
Insurance	-	8,252	20,749	4,010	-	3,936	4,010	-	-
Legal and other professional fees	3,009	11,784	1,893	2,036	-	125	125	125	3,009
Repairs	2,459	150	15,357	1,210	150	1,420	147	-	2,609
Taxes	-	39,079	41,325	41,353	10,081	31,116	21,748	-	10,081
Utilities	9,502	16,797	18,787	10,603	2,381	7,165	6,361	3,429	11,883
Alarm and security	-	-	-	-	105	1,860	1,385	1,055	105
Association dues	755	3,021	4,008	1,767	-	-	-	-	755
Backflow services	-	-	3,089	552	-	-	-	-	-
Bad debt	-	-	63,316	-	-	-	-	-	-
Bank charges	30	30	60	125	30	-	60	35	60
Business licenses and permits	-	400	400	400	221	791	587	452	221
Contract services/labor	9,485	22,320	23,265	19,044	-	-	-	-	9,485
Credit report	33	-	65	130	-	-	-	-	33
Equipment rental	-	-	-	465	-	-	-	-	-
Landscaping and groundskeeping	2,765	7,916	15,483	4,960	1,665	4,026	5,650	3,700	4,430
Miscellaneous expense	-	0	107	-	-	-	-	389	-
Postage and delivery	-	-	-	-	-	-	-	26	-
Recycling	656	2,783	2,080	6,005	-	-	-	-	656
Supplies and maintenance	864	401	2,166	8,840	-	-	-	286	864
Trash disposal	2,730	7,551	7,763	980	1,398	5,538	5,910	3,860	4,129
Travel/Transportation expenses	20	160	-	-	-	-	-	-	20
Total expenses	32,308	120,644	220,521	102,479	16,032	55,977	45,983	13,358	48,340
Net rental real estate income	95,782	310,292	188,976	102,351	33,140	103,876	70,399	51,615	128,926
Interest income	-	-	-	-	-	3	-	-	-
Correction-Prior Year's Profits	3,990	-	-	-	2,115	-	-	-	6,105
Miscellaneous income	1	-	-	-	(881)	-	-	-	(881)
Net income	99,773	310,292	188,976	102,351	34,375	103,879	70,399	51,615	134,141
Allocation % to Shawn Bidsal for Management Services	20%	20%	20%	20%	20%	20%	20%	20%	20%
Amounts Owed to Shawn Bidsal for Management Services	\$ 19,955	\$ 62,058	\$ 37,795	\$ 20,470	\$ 6,875	\$ 20,776	\$ 14,080	\$ 10,323	\$ 26,825

(1) See Schedule 7.

(2) See Green Valley Commerce Center QuickBooks (Bates No. BIDSAL003815).

(3) See Greenway Village QuickBooks (Bates No. BIDSAL003816).

Schedule 9
Total Net Income: September 3, 2017 through August 13, 2020
Green Valley Commerce, LLC

	9/3/17 through 8/13/20		
	Green Valley Commerce Center	Greenway Village	Total
	(1)	(1)	
Rent	\$ 930,693	\$ 294,014	\$ 1,224,707
CAM Charges	225,840	96,170	322,010
HOA CAM Charges	16,519	-	16,519
Late Fees	301	197	498
Gross revenue	1,173,353	390,380	1,563,733
Commissions	609	-	609
Insurance	33,011	7,946	40,957
Legal and other professional fees	18,722	375	19,097
Repairs	19,175	1,717	20,893
Taxes	121,758	62,946	184,704
Utilities	55,689	19,335	75,024
Alarm and security	-	4,405	4,405
Association dues	9,551	-	9,551
Backflow services	3,641	-	3,641
Bad debt	63,316	-	63,316
Bank charges	245	125	370
Business licenses and permits	1,200	2,051	3,251
Contract services/labor	74,114	-	74,114
Credit report	228	-	228
Equipment rental	465	-	465
Landscaping and groundskeeping	31,124	15,041	46,165
Miscellaneous expense	107	389	496
Postage and delivery	-	26	26
Recycling	11,524	-	11,524
Supplies and maintenance	12,270	286	12,556
Trash disposal	19,025	16,707	35,731
Travel/Transportation expenses	180	-	180
Total expenses	475,951	131,350	607,301
Net rental real estate income	697,401	259,031	956,432
Interest income	-	3	3
Correction-Prior Year's Profits	3,990	2,115	6,105
Miscellaneous income	1	(881)	(880)
Net income	\$ 701,393	\$ 260,267	\$ 961,660
Allocation % to Shawn Bidsal for Management Services	20%	20%	20%
Amounts Owed to Shawn Bidsal for Management Services	\$ 140,279	\$ 52,053	\$ 192,332

(1) See Schedule 8.

Schedule 10
Allocation of 2017 Distributions to Bidsal After September 2, 2017
Green Valley Commerce, LLC

Distribution Date	Relevant Property	Distribution Amount	
		CLA	Bidsal
2/9/2017	Green Valley Commerce Center (1)	\$ 42,000	\$ 42,000
2/9/2017	Greenway Village (2)	14,000	14,000
		\$ 56,000	\$ 56,000
11/20/2017	Green Valley Commerce Center (1)	\$ 100,000	\$ 100,000
11/20/2017	Greenway Village (2)	45,000	45,000
		\$ 145,000	\$ 145,000

Days from February 9, 2017 to September 2, 2017	205
Divided by: Days from February 9, 2017 to November 20, 2017	284
Equals: Percent of Days Prior to September 3, 2017	72.2%
November 20, 2017 Distributions to Bidsal	\$ 145,000
Times: Percent of Days Prior to September 3, 2017	72.2%
Equals: Prorated Amount of November 20, 2017 Distributions to Bidsal	<u><u>\$ 104,665</u></u>

(1) See Green Valley Commerce Center QuickBooks (Bates No. BIDSAL003815).

(2) See Greenway Village QuickBooks (Bates No. BIDSAL003816).

Schedule 11
Gross Receipts by Month: September 3, 2017 through August 13, 2020
Green Valley Commerce, LLC

	9/3/17 through 8/13/20											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<u>Green Valley Commerce Center (1)</u>												
2017 (2)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34,316	\$ 33,814	\$ -	\$ -
2018	47,067	34,315	32,898	38,911	38,319	34,824	38,697	38,330	25,612	39,515	-	-
2019	34,723	32,714	33,583	32,834	39,743	26,374	29,929	35,509	20,137	27,619	-	-
2020 (3)	39,375	18,803	36,382	24,439	22,990	25,114	25,624	12,103	-	-	-	-
<u>Greenway Village (4)</u>												
2017 (2)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,239	\$ 18,145	\$ -	\$ -
2018	18,224	11,207	18,172	11,290	13,885	12,331	16,479	15,431	9,996	11,019	-	-
2019	10,947	10,947	11,041	9,887	7,853	9,250	11,359	9,271	9,250	9,299	-	-
2020 (3)	9,492	9,304	9,299	4,356	2,110	11,760	11,193	7,458	-	-	-	-
<u>Green Valley Commerce, LLC</u>												
2017 (2)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41,556	\$ 51,959	\$ -	\$ -
2018	65,291	45,522	51,070	50,201	52,203	47,155	55,177	53,760	35,607	50,534	-	-
2019	45,669	43,661	44,624	42,721	47,596	35,623	41,288	44,780	29,387	36,918	-	-
2020 (3)	48,867	28,107	45,681	28,795	25,100	36,875	36,817	19,561	-	-	-	-

(1) See Green Valley Commerce Center QuickBooks (Bates No. BIDSAL003815).

(2) Reflects the period September 3 through December 31, 2017.

(3) Reflects the period January 1 through August 13, 2020.

(4) See Greenway Village QuickBooks (Bates No. BIDSAL003816).

Schedule 12
Summary of Distributions
Green Valley Commerce, LLC

	2011	2012	2013	2014	2015	2016	2017	2018	2019
<u>Shawn Bidsal</u>									
Distributions of Profits (1)	\$ 265,000.00	\$ 234,214.76	\$ 174,863.68	\$ 310,972.66	\$ 311,816.74	\$ 210,000.00	\$ 201,000.00	\$ 175,000.00	\$ 180,500.00
Returns of Capital (1)	-	-	28,581.79	143,954.61	85,237.96	-	-	-	-
Total Distributions (2)	\$ 265,000.00	\$ 234,214.76	\$ 203,445.47	\$ 454,927.27	\$ 397,054.70	\$ 210,000.00	\$ 201,000.00	\$ 175,000.00	\$ 180,500.00
<u>CLA Properties</u>									
Distributions of Profits (1)	\$ 265,000.00	\$ 234,214.77	\$ 174,863.68	\$ 310,972.67	\$ 311,816.74	\$ 210,000.00	\$ 201,000.00	\$ 175,000.00	\$ 180,500.00
Returns of Capital (1)	-	-	66,690.86	335,894.09	198,888.26	-	-	-	-
Total Distributions (2)	\$ 265,000.00	\$ 234,214.77	\$ 241,554.54	\$ 646,866.76	\$ 510,705.00	\$ 210,000.00	\$ 201,000.00	\$ 175,000.00	\$ 180,500.00
Total GVC Distributions	\$ 530,000.00	\$ 468,429.53	\$ 445,000.01	\$ 1,101,794.03	\$ 907,759.70	\$ 420,000.00	\$ 402,000.00	\$ 350,000.00	\$ 361,000.00

(1) See Green Valley Commerce Center QuickBooks (Bates No. BIDSAL003815) and Greenway Village QuickBooks (Bates No. BIDSAL003816).
(2) Total annual distributions from 2011 through 2019 tie to amounts presented on the respective annual Schedule K-1's within \$1.

EXHIBIT 199

Rebuttal Report Exhibit 3
Was Exhibit 5 on Original Report
Computation of Sales Price

	Alternative A Capital at 9/2/17 Excess Distr. Returned		Alternative C Capital Contributed to Purchase Property on Hand	
		Exhibit		Exhibit
FMV	5,000,000	Original 5e	5,000,000	Original 5e
COP	3,686,293	Original 5a	3,686,293	Original 5a
net	1,313,707		1,313,707	
	50%		50%	
Appreciation	656,854		656,854	
Offering members capital at time of purchase	840,643	Rebuttal 1	975,814	Original 5a
Prorated liabilities (Total 68,998)	(34,499)		(34,499)	
total purchase price	1,462,998		1,598,169	
Total rent deposits at 12/31/17	68,998			

EXHIBIT 200

Building E - Green Valley Commerce, LLC		
3 Sunset Way, Building E, Henderson, NV 89074		
Sale of Building - 11/13/2014 (Close of Escrow)		
Cost Basis		
Building - 051 (#14 - Federal Depreciation)	\$321,146.33	
Building - 051 (#15 - Federal Depreciation)	2,524.52	
Building - 051 (#16 - Federal Depreciation)	23,886.92	
Land - 051 (#13 - Federal Depreciation)	80,084.96	
Cost Basis Sub Total	\$427,642.73	\$427,642.73
Add: Cost of Sale - 11/13/2014		
Commissions (Listing and selling)	\$51,000.00	
Title & escrow fee	\$5,804.50	
Proration adjustments	-4,598.53	
Sub total - Cost of sale	\$52,205.97	52,205.97
Adjusted Basis (Cost)		\$479,848.70
Sales Price - Escrow 11/13/2014		\$850,000.00
Estimated Gain on Sale of Building E (without recapture)		\$370,151.30
Cash available for distribution		
Sales price of Building E	\$850,000.00	
Less: Cost of sale	52,205.97	
Cash available	\$797,794.03	
Cash Distributions to Partners		
Return of Capital		
CLA Properties, LLC (\$479,848.70 X 70%)	\$335,894.09	
Shahram Bidsal (\$479,848.70 X 30%)	143,954.61	
Sub total	\$479,848.70	
Distribution		
CLA Properties, LLC - 50%	\$158,972.67	
Shahram Bidsal - 50%	158,972.66	
Sub total	\$317,945.33	
Total cash distribution to Partners	\$797,794.03	
CHECK		
Total cash distribution to Partners	\$797,794.03	
Cost of Sale	52,205.97	
Total	\$850,000.00	

Building B - Green Valley Commerce, LLC			
3 Sunset Way, Building E, Henderson, NV 89074			
Sale of Building - 8/28/2015 (Close of Escrow)			
	Cost	Minus	Adjusted
Cost Basis	Basis	Depreciation	Basis
Building - 048 (Asset #6 - Federal Depreciation Schedule)	\$216,258.40	\$21,898.00	\$194,360.40
Building - 049 (Asset #7 - Federal Depreciation Schedule)	605.42	213.00	392.42
Building - 049 (Asset #8 - Federal Depreciation Schedule)	15,873.38	14,332.00	1,541.38
Land - 049 (Asset #5 - Federal Depreciation Schedule)	54,091.72	0.00	54,091.72
Cost Basis Sub Total	\$286,828.92	\$36,443.00	\$250,385.92
Add: Cost of Sale - 8/28/2015			
Commissions (Listing and selling)		\$30,888.00	
Pro ration adjustments		-\$2,641.59	
Recording charges		\$3,151.80	
Title fee		\$1,728.90	
Escrow fee		613.50	
Sub total - Cost of sale		\$33,740.61	33,740.61
Adjusted Basis (Cost)			\$284,126.53
Sales Price - Escrow 8/28/2015			\$617,760.00 D
Estimated Gain on Sale of Building B (without recapture)			\$333,633.47
Cash available for distribution net of cost & pro ration			\$584,019.39
Cash Distributions to Partners			
Return of Capital			
CLA Properties, LLC (\$284,126.53 X 70%)	\$198,888.57		
Shahram Bidsal (\$284,126.53 X 30%)	85,237.96		
Sub total	\$284,126.53	A	
Distribution			
CLA Properties, LLC - 50%	\$166,816.74		
Shahram Bidsal - 50%	166,816.74		
Sub total	\$333,633.47	B	
Total cash payment to Partners	(5) \$617,760.00	C	[C=D]

EXHIBIT 201

Rodnev T. Lewin. CAL.SBN. 71664
 Law Offices of Rodnev T. Lewin, APC
 A Professional Corporation
 8665 Wilshire Boulevard, Suite 210
 Beverly Hills, California 90211
 (310) 659-6771
 Email: rod@rtlewin.com

Louis E. Garfinkel, Esq.
 Nevada Bar No. 3416
 LEVINE & GARFINKEL
 1671 W. Horizon Ridge Pkwy, Suite 230
 Henderson, NV 89012
 Tel: (702) 673-1612/Fax: (702) 735-2198
 Email: lgarfinkel@lgealaw.com
 Attorneys for Respondent and Counterclaimant

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES

SHAWN BIDSAL, an individual,
 Claimant,
 v.
 CLA PROPERTIES, LLC, a California
 limited liability company,
 Respondent.

JAMS Ref. No. 1260005736

**RESPONDENT'S MOTION TO RESOLVE
 MEMBER DISPUTE RE WHICH
 MANAGER SHOULD BE DAY TO DAY
 MANAGER AND MEMORANDUM OF
 POINTS AND AUTHORITIES AND
 DECLARATIONS OF BENJAMIN
 GOLSHANI AND RODNEY T. LEWIN IN
 SUPPORT THEREOF**

Respondent CLA Properties, LLC ("CLA") moves for an order resolving dispute between the two members of Green Valley Commerce, LLC ("Green Valley") so that:

1. The day to day operations of Green Valley) currently being managed by Shawn Bidsal be done by manager Benjamin Golshani including (1) the contracting with vendors, property managers and leasing agents, (2) the maintenance of the all checking and other accounts, and all other Green Valley books and records and (3) otherwise conducting the day to day affairs of Green Valley and that Claimant Shawn Bidsal ("Bidsal") forthwith deliver to CLA's principal, Benjamin Golshani of, by, on behalf of or to Green Valley (a)

1 online banking passcode, (b) current rent roll, record of telephone numbers of all tenants, (c)
 2 a copy of leases for all tenants, (d) all estimates or proposals for repairs or maintenance from
 3 landscaper or any other vendor including landscaper, (e) copies of contracts with all vendors
 4 and contractors, (f) existing listings of the repairs, their itemized costs, the name and contact
 5 information of the contractors and a copy of the contracts, (g) all listing agreements with
 6 leasing agents or real estate brokers, (h) all e-mails, (I) records of tours given to prospective
 7 tenants and the names of the people who has been present at the premises to show the
 8 property, (j) letters of intent (k) general and other ledgers and (l) all other Green Valley
 9 books and records, and

10 2. CLA is authorized to terminate listing agreements (if any) by Green Valley with
 11 Bidsal's company (West Coast Investment, Inc.) and immediately engage an independent
 12 property manager(s) to assist CLA in the management of Green Valley's properties.

13 The motion is made on the grounds that CLA has withdrawn its consent for Bidsal to
 14 be the sole day to day manager of Green Valley and the two members of Green Valley
 15 cannot agree on who should be the day to day manager, and that either because (A)
 16 Benjamin Golshani is the more logical choice, (B) Bidsal has refused CLA's request to be
 17 provided with certain Green Valley records and is delaying or refusing to provide
 18 information to CLA and (c) CLA has lost confidence that Bidsal will properly manage
 19 Green Valley and is entitled to and has withdrawn its consent for Bidsal's management, and
 20 will be based upon the below Memorandum of Points and Authorities and Declaration of
 21 Benjamin Golshani and such further Memorandum and Declarations in reply to any
 22 opposition and the oral argument at the hearing hereof.

23 Dated: May 20, 2020.

25 LAW OFFICES OF RODNEY T. LEWIN,
 26 A Professional Corporation,
 Attorneys for Respondent

27 By */s/Rodney T. Lewin*
 28 RODNEY T. LEWIN

MEMORANDUM OF POINTS AND AUTHORITIES

1. **INTRODUCTION.** Green Valley is one of three existing limited liability companies formed, and whose membership interests are held solely, by Respondent CLA and Claimant Shawn Bidsal to own and operate commercial properties.^{1/} CLA's principal Ben Golshani and Bidsal are co-managers of each LLC with equal authority. However by consent the day to day management of the LLC's was divided; Bidsal oversaw Green Valley and Country Club and CLA oversaw Mission Square. At the time the day to day responsibilities were allocated the interests of Bidsal and CLA coincided; that is no longer the case.

In each LLC a mandatory "buy-sell" provision was agreed to. Creating an "exit" plan for marital settlements (or judgments) or for business relationships where one party sets a value and the other chooses to buy or sell is hardly new. The party wanting out is under no compulsion to initiate a process but if he does, then the other party gets to choose whether to buy or sell. That provides some protection to the latter against the initiating party's setting the price too low.

That is what Bidsal and CLA's owner, Benjamin Golshani, agreed upon and set forth in the Operating Agreement for Green Valley ("Agreement"), labeling the initiating member "Offering Member" and the other member as "Remaining Member." It is found in Article V, Section 4 of the Agreement, attached as Exhibit 1 hereto.

Stating he was acting "pursuant to and on the terms and conditions set forth in Section 4 of Article V of the Company's Operating Agreement"^{2/} Bidsal, ("Offering Member") offered to buy the Green Valley membership interest of CLA ("Remaining Member") based upon Bidsal's "best estimate of the current fair market value of the

^{1/} The other two LLCs, Mission Square and Country Club LLC are not involved in this arbitration although there is ongoing litigation in the Nevada District court filed by Bidsal regarding Mission Square .

^{2/} Quotations here are from July 17, 2017 offer by Bidsal.

Company is [at] \$5,000,000.00 (the ‘FMV’).” “[T]he foregoing FMV shall be used to calculate the purchase price of the Membership Interest to be sold.”^{3/}

CLA responded to Bidsal’s offer by choosing to buy Bidsal’s membership interest (instead of selling its interest) based on the same \$5,000,000 fair market value (FMV).

Bidsal, who had counted on CLA not having the money to buy his membership interest, then sought to avoid having to sell contending that unless an offer is accepted there the Agreement required that there be an appraisal to set the FMV.^{4/} This claim was utterly meritless.

That dispute went to arbitration in September, 2017 (two and one-half years ago) and, after a two day hearing (May 8 and May 9, 2018) the Arbitrator, Judge Stephen E. Haberfeld, on April 5, 2019 (now more than a year ago) ruled issued an Award in favor of CLA (attached as Exhibit 2). The Award was later (December 6, 2019) confirmed and reduced to a Judgment by Judge Joanna S Kishner, District Court Judge, Clark County Nevada, who not only confirmed, but independently reached the same conclusion (attached as Exhibit 3).

“The language of the Operating Agreement supports the decision of Arbitrator Haberfeld. (Citation omitted.) The Court finds that Arbitrator Haberfeld’s analysis that the offering member does not have a right to an appraisal in the instant scenario is supported by the language of the Operating Agreement and the testimony of the witnesses including that of David LeGrand as well as other evidence presented.” Order Confirming the Award at 6:24.

We point out that Judge Kishner did not merely say that there was not enough evidence to overturn the Arbitrator. Rather, she agreed with Judge Haberfeld. Still Bidsal carries on and has appealed the trial court’s confirmation, and not only has refused to turn of the day to day management of the Green Valley properties but also has delayed or refused to provide member CLA with copies of, or access to, all the Green Valley books and records or

^{3/} As below discussed FMV is merely one element of the formula that determines the actual price for the membership interest.

^{4/} Bidsal thought that CLA lacked the will or ability to purchase Bidsal’s membership interest. Based on that assumption, Bidsal thought he could “steal” the property by setting a low ball figure for the FMV. He guessed wrong, but having been hoisted by his own petard, he flailed to find some excuse not to sell, demanding an appraisal, a demand for which he had no right to make, and an appraisal that the Agreement never mentions except when requested by the Remaining Member for its protection.

1 keys to Green Valleys properties despite CLA's demand that he do so. CLA no longer
2 consents to Bidsal's continued control of Green Valley.

3 This, this motion is brought to resolve the impasse and to right this wrong. While not
4 certain, the fact is undeniable that the odds of Bidsal obtaining a reversal not merely of any
5 lower court decision, much less of such a decision that upholds the award of an arbitrator
6 and more than that independently agrees with the arbitrator, are small. In every real sense
7 CLA is now the inchoate sole owner of Green Valley, and as such is entitled to control
8 Green Valley's activities.

9 Golshani has repeatedly asked Bidsal step aside and let Golshani take over day to day
10 management, and/or expressed that CLA no longer consented to Bidsal's continuing to
11 conduct the Green Valley day to day affairs, but Bidsal refused to withdraw. (Golshani
12 Declaration ("GD" ¶ 8)

13 One might question, certainly we have wondered, why under these circumstances has
14 Bidsal insisted on remaining in control of an entity in which he is all but certain to have no
15 continuing interest. Bidsal's claim in this arbitration has now revealed the answer. After
16 his having served as day to day manager for *nine years* with his never once demanding or
17 receiving payment for his services either regarding Green Valley or Country Club, and after
18 never having Mission Square pay Golshani for his having served as its day to day manager,
19 Bidsal for the very first time claims that he should be paid for managing "the company"
20 properties.

21 It is important to note that in the prior arbitration Bidsal admitted that **he did not**
22 **want to manage the property anymore!**

23 Q Now, why did you initiate the process to buy the property?

24 A Basically. I wanted to. you know. finish this deal and move on to the next
25 one. We are -- I didn't want to manage this property any longer.

26 May 9, 2018 Arbitration; p. 390:1 14-18. (Exhibit 13.)

27 Now to tie up and leverage Golshani Bidsal fights to retain management. Bidsal's wish
28 should now be granted--Golshani should take over as the day to day manager.

2. **AS BETWEEN BENJAMIN GOLSHANI AND BIDSAL ONLY**
GOLSHANI IS SURE TO HAVE GREEN VALLEY’S INTEREST AT

HEART. Both Golshani and Bidsal are designated as “Manager” under Article IV, Section 01 of Agreement. (Golshani Declaration “GD” ¶ 1 and Exhibit 1.) While both Bidsal and Golshani are designated as managers of all three LLCs which together (in the case of Golshani through his wholly owned CLA) they own, by their mutual consent the retention of the books and records and conduct of the actual day to day operations of the LLCs have been divided between them. (GD ¶ 6.) So, for example, in the case of Mission Square Golshani maintains the books and records and does the day to day management, in the case of Green Valley Bidsal has assumed that role, in each case by virtue of their mutual agreement and consent. (*Id.*) The income from each LLC is split evenly, so that so long as both Bidsal and Golshani (through CLA) are the owners, whoever is the day to day manager has self-interest to guide his conduct. (*Id.*)

But that self-interest no longer remained true with regard to Green Valley once Judge Habermeld issue his award, now over a year ago. As a result of that award, regardless of the results of Bidsal’s appeal of Judge Kishner’s Judgment, Bidsal will be selling his membership interest and will no longer have any interest in Green Valley. If on appeal Judge Kishner’s Order is affirmed, CLA will be buying Bidsal’s interest using \$5,000,000 as the FMV. But even if the appellate court should determine that not only Judge Habermeld, but Judge Kishner, as well went, off the rails and the latter’s Judgment is reversed, Bidsal may still be selling his interest; the only change will be that the FMV will be determined by appraisal. (§ 4 of Article V of Exhibit 1.) But even if that were not the result of such a reversal, considering the odds of reversal, the conclusion is inescapable that the more likely concerned party over the well-being of Green Valley is Golshani.

Nor can the ability to rape Green Valley during the pendency of this arbitration be considered as a reason for Bidsal to be concerned over Green Valley’s well being. The parties have agreed that there will be no distributions while this arbitration is pending.

There is an impasse in that the Green Valley members cannot agree on which of the

two managers should actually conduct Green Valley's day to day affairs and maintain its books and records. The Arbitrator must simply choose who is the more likely to have long term concern over Green Valley's success. We below list some additional reasons favoring Golshani as the choice, but the mere fact that it is CLA alone who will all but certainly ultimately alone own Green Valley should be sufficient reason.

3. **BIDSAL HAS REFUSED TO SHARE ACCESS AND INFORMATION WITH CLA.** As reflected in Article II, Section 04 and Article X, Section b of the Agreement, as a member CLA was and is entitled to information relating to Green Valley's operations and as the manager in control Bidsal had obligations to deliver writings and information relating thereto to CLA. But Bidsal failed to meet those obligations.

On May 8 and May 9, 2018 the hearing was held in the first arbitration. It appeared, at least to CLA, that it would be successful. So starting about a week later, Golshani commenced asking for the online banking passwords or codes. Bidsal did not provide them.

On February 24, 2020 Golshani, as a manager of Green Valley and owner of Green Valley member CLA e-mailed Bidsal in part in item 6 asking for the online banking passcode for the Green Valley bank accounts. (GD ¶ 11.) Of course as a manager and owner Golshani and his company CLA were as much entitled to have that information as was Bidsal. Bidsal, just a little bit too shrewdly, on February 27, 2020 responded with a non-sequitur totally not addressing the request. So when Golshani still had not received it, he again on March 18th requested the code, along with some other items. This time Bidsal was able to pretend an inability to comply; he asserted all based on his office supposedly being closed due to the virus. (GD ¶ ¶ 9-12.)

But there was no need to go to his office to reveal the code. So on March 22nd Golshani e-mailed back, "I understand about the office closure. However, please send me the online banking passcode contact information of the real estate agents and other information that you would not need your office help." Yet, Bidsal never responded, and to this date has never provided those codes. (GD ¶ 12.)

1 As a manager who refuses to abide by his duties as manager, he should not be the one
2 the Arbitrator appoints.

3 4. **WHO IS THE BETTER BET TO OPERATE GREEN VALLEY.** Beyond
4 all of that, the interim award announcing that Bidsal would lose his Green
5 Valley membership interest was issued in February, 2019. In that year Green Valley's
6 revenue dropped 16.7% while its expenses rose one hundred twenty-five percent (125%),
7 resulting in an astounding fifty-four and one half percent (54.5%) drop in net income. (GD
8 ¶ 15.) We know the time line: First, Bidsal learns he has to sell his membership interest,
9 and then the net income drops 54.5%. Can Golshani, at least by way of motion prove not
10 only sequence, but also causation? Maybe not. But no matter the excuse Bidsal can come
11 up with, it surely those results are not a glowing recommendation such that the Arbitrator
12 should select him rather than Golshani to operate Green Valley.

13 But that is not all. In July 2017 Bidsal expressly asserted and described Green
14 Valley's substantial deferred maintenance (Exhibit 6). Yet in that year he caused Green
15 Valley to distribute \$402,000 instead of using the money for repairs. (GD ¶ 16.) These
16 distributions continued even after Judge Haberfeld had already told him that he no longer
17 would be a member.^{4/}

18 With these kinds of Bidsal's acts as operating day to day manager, the scales surely
19 bend in favor of letting Golshani now be the day to day manager.

20 /

21 /

22 /

23 /

24 /

25 /

26 ^{4/} One of the issues in this arbitration is whether CLA is entitled to an offset to the price to be paid to
27 Bidsal of his membership interest in Green Valley from the date that the sale should have been
28 concluded. That decision is not part of this motion.

1 /

2 /

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

5. **CONCLUSION.** For any one of the three reasons the impasse reached on how should go forward with the day to day management of Green Valley should be resolved in the Arbitrator's choosing Benjamin Golshani.

Dated: May 20, 2020.

Respectfully submitted.
LAW OFFICES OF RODNEY T. LEWIN,
A Professional Corporation,
Attorneys for Respondent

By /s/ Rodney T. Lewin
RODNEY T. LEWIN

1 I, Benjamin Golshani, state the following:

2 **WHO IS SURE TO HAVE GREEN VALLEY'S INTEREST AT HEART**

3 1. I am the sole member of CLA Properties, LLC ("CLA") which is one of the
4 two members of Green Valle Commerce, LLC ("Green Valley"), and I am
5 one of the two managers of Green Valley. The other member and manager is Sharam
6 ("Shawn") Bidsal ("Bidsal").

7 2. The Green Valley Operating Agreement ("Agreement") provides that a
8 member ("Offering Member") may offer to the other member ("Remaining
9 Member") to buy out the latter's membership interest at a price determined by a formula.
10 (All exhibits referred to are attached; Agreement is Exhibit 1.) The sole element of that
11 formula that is not determined from the Green Valley books and records is the fair market
12 value of its property ("FMV"). The Agreement requires the offer to set forth the Offering
13 Member's assertion of FMV, and provides that the Remaining Member has the option to sell
14 its membership interest or buy the Offering Member's membership interest.

15 3. In July, 2017 Bidsal (the Offering Member) made such an offer to CLA and in
16 his offer set the FMV at \$5,000,000. (Marked Exhibit 4 and attached hereto.)
17 In August, 2017 CLA (the Remaining Member) responded that it chose to buy Bidsal's
18 membership interest. (Marked Exhibit 5 and attached hereto.) CLA contended that the
19 Agreement (in particular Article V, Section 4) provided that in such purchase the FMV
20 would be that used in Bidsal's offer. Bidsal refused to sell his membership interest on that
21 basis and instead argued that if the Remaining Member (here CLA) chose to buy rather than
22 sell, then the Green Valley property had to be appraised to determine FMV.

23 4. On September 26, 2017 CLA filed an arbitration claim which was heard on
24 May 8 and May 9, 2018. On April 5, 2019 the arbitrator, Judge Haberfeld,
25 issued his award in JAMS Arbitration No. 1260004569 in favor of CLA in part providing on
26 page 19:

27 1. Within ten (10) days of the issuance of this Final Award, Respondent
28

1 Sharam Bidsal also known as Shawn Bidsal ("Mr. Bidsal") shall (A) transfer hi
2 fifty percent (50%) Membership Interest in Green Valley Commerce, LLC
3 ("Green Valley") free and clear of all liens and encumbrances, to Claimant
4 CLA Property, LLC, at a price computed in accordance with the contractual
5 formula set forth in Section 4.2 of the Green Valley Operating Agreement, with
6 the "FMV" portion of th formula fixed as Five Million Dollars and No Cents
7 (\$5,000,000) and further, (B) execute any and all documents to effectuate such
8 sale and transfer.
9 (Exhibit 2)

10 5. On December 6, 2019, more than two and one half years after CLA's exercise
11 of its option to purchase Bidsal's membership interest, Judge Joanna S.
12 Kishner, Judge of the District Court in and for Clark County, Nevada issued an order
13 confirming the arbitration award. (Exhibit 4) Bidsal has appealed that Order. So here it is,
14 more than three years after I should have been able to take over Green Valley, and still
15 Bidsal has not transferred his interest to CLA.

16 6. In addition to Green Valley Bidsal and I (through CLA) have formed two other
17 limited liability companies, one called Country Club, LLC and one called
18 Mission Square, LLC. While both Bidsal and I are designated as managers of all three, by
19 our mutual consent the retention of the books and records and conduct of the actual day to
20 day operations of the LLCs have been divided between us. So, for example, in the case of
21 Mission Square I maintain the books and records and do the day to day management, while
22 in the case of Green Valley Bidsal has assumed that role, in each case by virtue of our
23 mutual agreement and consent. The income from each LLC is split evenly, so that so long
24 as both Bidsal and I (through CLA) are the owners, whoever is the day to day manager has
25 self-interest to guide his conduct.

26 7. But that self-interest no longer remained true with regard to Green Valley once
27 Judge Haberfeld issue his award, now over a year ago. As a result of that
28 award, regardless of the results of Bidsal's appeal, of Judge Kishner's Order, Bidsal will
more than likely be selling his membership interest and will no longer have any interest in
Green Valley. If on appeal Judge Kishner's Order is affirmed, CLA will be buying Bidsal's
interest using \$5,000,000 as the FMV. But even if the appellate court should determine that

not only Judge Haberfeld, but Judge Kushner, as well went off the rails and the latter's Order is reversed, Bidsal will still more than likely still be selling his interest; the only change will be that the FMV will be determined by appraisal. Actually that might in fact lower the price given Covid-19.

8. Based upon the fact that little likelihood that both Judge Haberfeld and Judge Kushner were wrong, and therefore my ongoing interest in the success of Green Valley being more likely I have repeatedly asked that he turn over the books, records and day to day management of Green Valley to me. Lest there remain any doubt on February 24, 2020 I e-mailed Bidsal (marked Exhibit 9 and attached hereto), "I think we should turn over the management of Green Valley to CLA immediately, making clear that my prior consent to Bidsal's acting as day to day manager of Green Valley had been withdrawn. On February 27th he responded by e-mail, "that is not going to happen." (Marked Exhibit 10 and attached hereto.) Finally on May 6, 2020 CLA's attorney wrote, "Although the day-to-day management of the Green Valley properties was previously delegated to Mr. Bidsal (just as Mission Square was delegated to CLA) CLA now withdraws its consent to such delegation for the reasons set forth in the counterclaim." (Marked Exhibit 12 and attached hereto.)

OTHER REASONS WHY I SHOULD BE MANAGER

Bidsal's Deprivation of Information

9. A separate reason why I should be the day to day manager is Bidsal's failure to provide or make available information and things to me as a co-manager and owner of CLA holding 50% membership interest.

10. On May 8 and May 9, 2018 I attended the hearing in the first arbitration. It appeared to me that CLA would be successful. So starting about a week later, I began asking for the online banking passwords or codes, but Bidsal did not provide them. As a manager and owner of CLA I was much entitled to have that information as was Bidsal.

11. Finally, on February 24, 2020 I again wrote to Bidsal asking for the online

1 banking passcode for the Green Valley bank accounts Bidsal. Bidsal on
2 February 27, 2020 responded with a non-sequitur totally not addressing that request. So
3 when I still had not received even a response on March 18th I requested the codes, along
4 with some other books and records. This time Bidsal was able to pretend an inability to
5 comply; he asserted an inability to providing what I had asked for all based on his office
6 supposedly being closed due to the virus.

7 12. But there was no need to go to his office to reveal the codes. So on March 22nd
8 I e-mailed back, "I understand about the office closure. However, please send
9 me the online banking passcode contact information of the real estate agents and other
10 information that you would not need your office help." (Marked Exhibit 11 and attached
11 hereto.) Yet, Bidsal never responded, and to this date has never provided those codes.

12 13. Turning to a different matter, on January 1, 2020 I e-mailed Bidsal and in part
13 said, "I am hiring an inspector to give us a professional report of the condition
14 of the property." (Marked Exhibit 7 and attached hereto.) Then I followed up on January 5th
15 and e-mailed Bidsal, "Please advise whom I should get the keys to give access to the
16 inspector who is doing the Property condition Report." (Marked Exhibit 8 and attached
17 hereto.) Bidsal never responded.

18 **Bidsal Not the Better Choice**

19 14. There is a totally separate reason why Golshani rather than Bidsal should be
20 chosen to conduct the day to day affairs of Green Valley. Bidsal has not
21 proved to be a good or fair caretaker.

22 15. In February, 2019 Judge Haberfeld issued his the interim award announcing
23 that Bidsal would lose his Green Valley membership interest. In that year
24 Green Valley's revenue dropped 16.7% while its expenses rose one hundred twenty-five
25 percent (125%), resulting in an astounding fifty-four and one half percent (54.5%) drop in
26 net income.

27 16. But that is not all. On July 28, 2017 Bidsal wrote to me and expressly asserted
28 and described Green Valley's substantial deferred maintenance. (Marked

1 Exhibit 6 and attached hereto.) Yet in that year he caused Green Valley to distribute
2 \$402,000 instead of using the money for repairs.

3 17. After Judge Haberfeld announced his decision in February, 2019 that Bidsal
4 had to sell his interest, Bidsal distributed \$180,500 to himself when Judge
5 Haberfeld's decision said that Bidsal no longer would be a member.

6 I declare under penalty of perjury under the laws of the State of California that the
7 foregoing is true and correct. Executed May 20, 2020 at Los Angeles, California.

8 
9 BENJAMIN GOLSHANI
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXH. 1

OPERATING AGREEMENT

Of

Green Valley Commerce, LLC A Nevada limited liability company

This Operating Agreement (the "Agreement") is by and among Green Valley Commerce, LLC, a Nevada Limited Liability Company (sometimes hereinafter referred to as the "Company" or the "Limited Liability Company") and the undersigned Member and Manager of the Company. This Agreement is made to be effective as of June 15, 2011 ("Effective Date") by the undersigned parties.

WHEREAS, on about May 26, 2011, Shawn Bidsal formed the Company as a Nevada limited liability company by filing its Articles of Organization (the "Articles of Organization") pursuant to the Nevada Limited Liability Company Act, as Filing entity #E0308602011-0; and

NOW, THEREFORE, in consideration of the premises, the provisions and the respective agreements hereinafter set forth and for other good and valuable consideration, the parties hereto do hereby agree to the following terms and conditions of this Agreement for the administration and regulation of the affairs of this Limited Liability Company.

Article I.

DEFINITIONS

Section 01 Defined Terms

Advisory Committee or Committees shall be deemed to mean the Advisory Committee or Committees established by the Management pursuant to Section 13 of Article III of this Agreement.

Agreement shall be deemed to mean this Operating Agreement of this herein Limited Liability Company as may be amended.

Business of the Company shall mean acquisition of secured debt, conversion of such debt into fee simple title by foreclosure, purchase or otherwise, and operation and management of real estate.

Business Day shall be deemed to mean any day excluding a Saturday, a Sunday and any other day on which banks are required or authorized to close in the State of Formation.

Limited Liability Company shall be deemed to mean Green Valley Commerce, LLC a Nevada Limited Liability Company organized pursuant of the laws of the State of Formation.

Management and Manager(s) shall be deemed to have the meanings set forth in Article, IV of this Agreement.

BE JB

Member shall mean a person who has a membership interest in the Limited Liability Company.

Membership Interest shall mean, with respect to a Member the percentage of ownership interest in the Company of such Member (may also be referred to as **Interest**). Each Member's percentage of Membership Interest in the Company shall be as set forth in Exhibit B.

Person means any natural person, sole proprietorship, corporation, general partnership, limited partnership, Limited Liability Company, limited liability limited partnership, joint venture, association, joint stock company, bank, trust, estate, unincorporated organization, any federal, state, county or municipal government (or any agency or political subdivision thereof), endowment fund or any other form of entity.

State of Formation shall mean the State of Nevada.

Article II.

OFFICES AND RECORDS

Section 01 Registered Office and Registered Agent.

The Limited Liability Company shall have and maintain a registered office in the State of Formation and a resident agent for service of process, who may be a natural person of said state whose business office is identical with the registered office, or a domestic corporation, or a corporation authorized to transact business within said State which has a business office identical with the registered office, or itself which has a business office identical with the registered office and is permitted by said state to act as a registered agent/office within said state.

The resident agent shall be appointed by the Member Manager.

The location of the registered office shall be determined by the Management.

The current name of the resident agent and location of the registered office shall be kept on file in the appropriate office within the State of Formation pursuant to applicable provisions of law.

Section 02 Limited Liability Company Offices.

The Limited Liability Company may have such offices, anywhere within and without the State of Formation, the Management from time to time may appoint, or the business of the Limited Liability Company may require. The "principal place of business" or "principal business" or "executive" office or offices of the Limited Liability Company may be fixed and so designated from time to time by the Management.

Section 03 Records.

BC 1A

The Limited Liability Company shall continuously maintain at its registered office, or at such other place as may be authorized pursuant to applicable provisions of law of the State of Formation the following records:

- (a) A current list of the full name and last known business address of each Member and Managers separately identifying the Members in alphabetical order;
- (b) A copy of the filed Articles of Organization and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any document has been executed;
- (c) Copies of the Limited Liability Company's federal income tax returns and reports, if any, for the three (3) most recent years;
- (d) Copies of any then effective written operating agreement and of any financial statements of the Limited Liability Company for the three (3) most recent years;
- (e) Unless contained in the Articles of Organization, a writing setting out:
 - (i) The amount of cash and a description and statement of the agreed value of the other property or services contributed by each Member and which each Member has agreed to contribute;
 - (ii) The items as which or events on the happening of which any additional contributions agreed to be made by each Member are to be made;
 - (iii) Any right of a Member to receive, or of a Manager to make, distributions to a Member which include a return of all or any part of the Member's contribution; and
 - (iv) Any events upon the happening of which the Limited Liability Company is to be dissolved and its affairs wound up.
- (f) The Limited Liability Company shall also keep from time to time such other or additional records, statements, lists, and information as may be required by law.
- (g) If any of the above said records under Section 3 are not kept within the State of Formation, they shall be at all times in such condition as to permit them to be delivered to any authorized person within three (3) days.

Section 04 Inspection of Records.

Records kept pursuant to this Article are subject to inspection and copying at the request, and at the expense, of any Member, in person or by attorney or other agent. Each Member shall have the right during the usual hours of business to inspect for any proper purpose. A proper purpose shall mean a purpose reasonably related to such person's interest as a Member. In every

instance where an attorney or other agent shall be the person who seeks the right of inspection, the demand under oath shall be accompanied by a power of attorney or such other writing which authorizes the attorney or other agent to so act on behalf of the Member.

Article III.

MEMBERS' MEETINGS AND DEADLOCK

Section 01 Place of Meetings.

All meetings of the Members shall be held at the principal business office of the Limited Liability Company the State of Formation except such meetings as shall be held elsewhere by the express determination of the Management; in which case, such meetings may be held, upon notice thereof as hereinafter provided, at such other place or places, within or without the State of Formation, as said Management shall have determined, and shall be stated in such notice. Unless specifically prohibited by law, any meeting may be held at any place and time, and for any purpose; if consented to in writing by all of the Members entitled to vote thereat.

Section 02 Annual Meetings.

An Annual Meeting of Members shall be held on the first business day of July of each year, if not a legal holiday, and if a legal holiday, then the Annual Meeting of Members shall be held at the same time and place on the next day is a full Business Day.

Section 03 Special Meetings.

Special meetings of the Members may be held for any purpose or purposes. They may be called by the Managers or by Members holding not less than fifty-one percent of the voting power of the Limited Liability Company or such other maximum number as may be, required by the applicable law of the State of Formation. Written notice shall be given to all Members.

Section 04 Action in Lieu of Meeting.

Any action required to be taken at any Annual or Special Meeting of the Members or any other action which may be taken at any Annual or Special meeting of the Members may be taken without a meeting if consents in writing setting forth the action so taken shall be signed by the requisite votes of the Members entitled to vote with respect to the subject matter thereof.

Section 05 Notice.

Written notice of each meeting of the Members, whether Annual or Special, stating the place, day and hour of the meeting, and, in case of a Special meeting, the purpose or purposes thereof, shall be given or given to each Member entitled to vote thereat, not less than ten (10) nor more than sixty (60) days prior to the meeting unless, as to a particular matter, other or further notice is required by law, in which case such other or further notice shall be given.

B.G. JB

Notice upon the Member may be delivered or given either personally or by express or first class mail, Or by telegram or other electronic transmission, with all charges prepaid, addressed to each Member at the address of such Member appearing on the books of the Limited Liability Company or more recently given by the Member to the Limited Liability Company for the purpose of notice.

If no address for a Member appears on the Limited Liability Company's books, notice shall be deemed to have been properly given to such Member if sent by any of the methods authorized here in to the Limited Liability Company 's principal executive office to the attention of such Member, or if published, at least once in a newspaper of general circulation in the county of the principal executive office and the county of the Registered office in the State of Formation of the Limited Liability Company.

If notice addressed to a Member at the address of such Member appearing on the books of the Limited Liability Company is returned to the Limited Liability Company by the United States Postal Service marked to indicate that the United States Postal Service is unable to deliver the notice to the Member at such address, all future notices or reports shall be deemed to have been duly given without further mailing if the same shall be available to the Member upon written demand of the Member at the principal executive office of the Limited Liability Company for a period of one (1) year from the date of the giving of such notice. It shall be the duty and of each member to provide the manager and/or the Limited Liability Company with an official mailing address.

Notice shall be deemed to have been given at the time when delivered personally or deposited in the mail or sent by telegram or other means of electronic transmission.

An affidavit of the mailing or other means of giving any notice of any Member meeting shall be executed by the Management and shall be filed and maintained in the Minute Book of the Limited Liability Company.

Section 06 Waiver of Notice.

Whenever any notice is required to be given under the provisions of this Agreement, or the Articles of Organization of the Limited Liability Company or any law, a waiver thereof in writing signed by the Member or Members entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent to the giving of such notice.

To the extent provided by law, attendance at any meeting shall constitute a waiver of notice of such meeting except when the Member attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened, and such Member so states such purpose at the opening of the meeting.

Section 07 Presiding Officials.

Every meeting of the Limited Liability Company for whatever reason, shall be convened by the Managers or Member who called the meeting by notice as above provided; provided, however,

it shall be presided over by the Management; and provided, further, the Members at any meeting, by a majority vote of Members represented thereat, and notwithstanding anything to the contrary elsewhere in this Agreement, may select any persons of their choosing to act as the Chairman and Secretary of such meeting or any session thereof.

Section 08 Business Which May Be Transacted at Annual Meetings.

At each Annual Meeting of the Members, the Members may elect, with a vote representing ninety percent (90%) in Interest of the Members, a Manager or Managers to administer and regulate the affairs of the Limited Liability Company. The Manager(s) shall hold such office until the next Annual Meeting of Members or until the Manager resigns or is removed by the Members pursuant to the terms of this Agreement, whichever event first occurs. The Members may transact such other business as may have been specified in the notice of the meeting as one of the purposes thereof.

Section 09 Business Which May Be Transacted at Special Meetings.

Business transacted at all special meetings shall be confined to the purposes stated in the notice of such meetings.

Section 10 Quorum.

At all meetings of the Members, a majority of the Members present, in person or by proxy, shall constitute a quorum for the transaction of business, unless a greater number as to any particular matter is required by law, the Articles of Organization or this Agreement, and the act of a majority of the Members present at any meeting at which there is a quorum, except as may be otherwise specifically provided by law, by the Articles of Organization, or by this Agreement, shall be the act of the Members.

Less than a quorum may adjourn a meeting successively until a quorum is present, and no notice of adjournment shall be required.

Section 11 Proxies.

At any meeting of the Members, every Member having the right to vote shall be entitled to vote in person, or by proxy executed in writing by such Member or by his duly, authorized attorney-in-fact. No proxy shall be valid after three years from the date of its execution, unless otherwise provided in the proxy.

Section 12 Voting.

Every Member shall have one (1) vote(s) for each \$1,000.00 of capital contributed to the Limited Liability Company which is registered in his/her name on the books of the Limited Liability Company, as the amount of such capital is adjusted from time to time to properly reflect any additional contributions to or withdrawals from capital by the Member.

12.1 The affirmative vote of %90 of the Member Interests shall be required to:

(A) adopt clerical or ministerial amendments to this Agreement and

- (B) approve indemnification of any Manager, Member or officer of the Company as authorized by Article XI of this Agreement;

12.2. The affirmative vote of at least ninety percent of the Member Interests shall be required to:

- (A) Alter the Preferred Allocations provided for in *Exhibit "B"*;
- (B) Agree to continue the business of the Company after a Dissolution Event;
- (C) Approve any loan to any Manager or any guarantee of a Manager's obligations; and
- (D) Authorize or approve a fundamental change in the business of the Company.
- (E) Approve a sale of substantially all of the assets of the Company.
- (F) Approve a change in the number of Managers or replace a Manager or engage a new Manager.

Section 13 Meeting by Telephonic Conference or Similar Communications Equipment.

Unless otherwise restricted by the Articles of Organization, this Agreement of by law, the Members of the Limited Liability Company, or any Committee thereof established by the Management, may participate in a meeting of such Members or committee by means of telephonic conference or similar communications equipment whereby all persons participating in the meeting can hear and speak to each other, and participation in a meeting in such manner shall constitute presence in person at such meeting.

Section 14. Deadlock.

In the event that Members reach a deadlock that cannot be resolved with a respect to an issue that requires a ninety percent vote for approval, then either Member may compel arbitration of the disputed matter as set forth in Subsection 14.1

14.1 Dispute Resolution. In the event of any dispute or disagreement between the Members as to the interpretation of any provision of this Agreement (or the performance of obligations hereunder), the matter, upon written request of either Party, shall be referred to representatives of the Parties for decision. The representatives shall promptly meet in a good faith effort to resolve the dispute. If the representatives do not agree upon a decision within thirty (30) calendar days after reference of the matter to them, any controversy, dispute or claim arising out of or relating in any way to this Agreement or the transactions arising hereunder shall be settled exclusively by arbitration in the City of Las Vegas, Nevada. Such arbitration shall be administered by JAMS in accordance with its then prevailing expedited rules, by one independent and impartial

arbitrator selected in accordance with such rules. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. § 1 et seq. The fees and expenses of JAMS and the arbitrator shall be shared equally by the Members and advanced by them from time to time as required; provided that at the conclusion of the arbitration, the arbitrator shall award costs and expenses (including the costs of the arbitration previously advanced and the fees and expenses of attorneys, accountants and other experts) to the prevailing party. No pre-arbitration discovery shall be permitted, except that the arbitrator shall have the power in his sole discretion, on application by any party, to order pre-arbitration examination solely of those witnesses and documents that any other party intends to introduce in its case-in-chief at the arbitration hearing. The Members shall instruct the arbitrator to render his award within thirty (30) days following the conclusion of the arbitration hearing. The arbitrator shall not be empowered to award to any party any damages of the type not permitted to be recovered under this Agreement in connection with any dispute between or among the parties arising out of or relating in any way to this Agreement or the transactions arising hereunder, and each party hereby irrevocably waives any right to recover such damages. Notwithstanding anything to the contrary provided in this Section 14.1 and without prejudice to the above procedures, either Party may apply to any court of competent jurisdiction for temporary injunctive or other provisional judicial relief if such action is necessary to avoid irreparable damage or to preserve the status quo until such time as the arbitrator is selected and available to hear such party's request for temporary relief. The award rendered by the arbitrator shall be final and not subject to judicial review and judgment thereon may be entered in any court of competent jurisdiction. The decision of the arbitrator shall be in writing and shall set forth findings of fact and conclusions of law to the extent applicable.

Article IV. **MANAGEMENT**

Section 01 Management.

Unless prohibited by law and subject to the terms and conditions of this Agreement (including without limitation the terms of Article IX hereof), the administration and regulation of the affairs, business and assets of the Limited Liability Company shall be managed by Two (2) managers (alternatively, the "Managers" or "Management"). Managers must be Members and shall serve until resignation or removal. The initial Managers shall be Mr. Shawn Bidsal and Mr. Benjamin Golshani.

Section 02 Rights, Powers and Obligations of Management.

Subject to the terms and conditions of Article IX herein, Management shall have all the rights and powers as are conferred by law or are necessary, desirable or convenient to the discharge of the Management's duties under this Agreement.

Without limiting the generality of the rights and powers of the Management (but subject to Article IX hereof), the Management shall have the following rights and powers which the Management may exercise in its reasonable discretion at the cost, expense and risk of the Limited Liability Company:

BG SP

- (a) To deal in leasing, development and contracting of services for improvement of the properties owned subject to both Managers executing written authorization of each expense or payment exceeding \$ 20,000;
- (b) To prosecute, defend and settle lawsuits and claims and to handle matters with governmental agencies;
- (c) To open, maintain and close bank accounts and banking services for the Limited Liability Company.
- (d) To incur and pay all legal, accounting, independent financial consulting, litigation and other fees and expenses as the Management may deem necessary or appropriate for carrying on and performing the powers and authorities herein conferred.
- (e) To execute and deliver any contracts, agreements, instruments or documents necessary, advisable or appropriate to evidence any of the transactions specified above or contemplated hereby and on behalf of the Limited Liability Company to exercise Limited Liability Company rights and perform Limited Liability Company obligations under any such agreements, contracts, instruments or documents;
- (f) To exercise for and on behalf of the Limited Liability Company all the General Powers granted by law to the Limited Liability Company;
- (g) To take such other action as the Management deems necessary and appropriate to carry out the purposes of the Limited Liability Company or this Agreement; and
- (h) Manager shall not pledge, mortgage, sell or transfer any assets of the Limited Liability Company without the affirmative vote of at least ninety percent in Interest of the Members.

Section 03 Removal.

Subject to Article IX hereof: The Managers may be removed or discharged by the Members whenever in their judgment the best interests of the Limited Liability Company would be served thereby upon the affirmative vote of ninety percent in Interest of the Members.

Article V. **MEMBERSHIP INTEREST**

Section 01 Contribution to Capital.

BG
PB

The Member contributions to the capital of the Limited Liability Company may be paid for, wholly or partly, by cash, by personal property, or by real property, or services rendered. By unanimous consent of the Members, other forms of contributions to capital of a Limited Liability company authorized by law may be authorized or approved. Upon receipt of the total amount of the contribution to capital, the contribution shall be declared and taken to be full paid and not liable to further call, nor shall the holder thereof be liable for any further payments on account of that contribution. Members may be subject to additional contributions to capital as determined by the unanimous approval of Members.

Section 02 Transfer or Assignment of Membership Interest.

A Member's interest in the Limited Liability Company is personal property. Except as otherwise provided in this Agreement, a Member's interest may be transferred or assigned. If the other (non-transferring) Members of the Limited Liability Company other than the Member proposing to dispose of his/her interest do not approve of the proposed transfer or assignment by unanimous written consent, the transferee of the Member's interest has no right to participate in the management of the business and affairs of the Limited Liability Company or to become a member. The transferee is only entitled to receive the share of profits or other compensation by way of income, and the return of contributions, to which that Member would otherwise be entitled.

A Substituted Member is a person admitted to all the rights of a Member who has died or has assigned his/her interest in the Limited Liability Company with the approval of all the Members of the Limited Liability Company by the affirmative vote of at least ninety percent in Interest of the members. The Substituted Member shall have all the rights and powers and is subject to all the restrictions and liabilities of his/her assignor.

Section 3. Right of First Refusal for Sales of Interests by Members. Payment of Purchase Price.

The payment of the purchase price shall be in cash or, if non-cash consideration is used, it shall be subject to this Article V, Section 3 and Section 4.

Section 4. Purchase or Sell Right among Members.

In the event that a Member is willing to purchase the Remaining Member's Interest in the Company then the procedures and terms of Section 4.2 shall apply.

Section 4.1 Definitions

Offering Member means the member who offers to purchase the Membership Interest(s) of the Remaining Member(s). "Remaining Members" means the Members who received an offer (from Offering Member) to sell their shares.

"COP" means "cost of purchase" as it specified in the escrow closing statement at the time of purchase of each property owned by the Company.

"Seller" means the Member that accepts the offer to sell his or its Membership Interest.

"FMV" means "fair market value" obtained as specified in section 4.2

Section 4.2 Purchase or Sell Procedure.

Any Member ("Offering Member") may give notice to the Remaining Member(s) that he or it is ready, willing and able to purchase the Remaining Members' Interests for a price the Offering

Member thinks is the fair market value. The terms to be all cash and close escrow within 30 days of the acceptance.

If the offered price is not acceptable to the Remaining Member(s), within 30 days of receiving the offer, the Remaining Members (or any of them) can request to establish FMV based on the following procedure. The Remaining Member(s) must provide the Offering Member the complete information of 2 MIA appraisers. The Offering Member must pick one of the appraisers to appraise the property and furnish a copy to all Members. The Offering Member also must provide the Remaining Members with the complete information of 2 MIA approved appraisers. The Remaining Members must pick one of the appraisers to appraise the property and furnish a copy to all Members. The medium of these 2 appraisals constitute the fair market value of the property which is called (FMV).

The Offering Member has the option to offer to purchase the Remaining Member's share at FMV as determined by Section 4.2., based on the following formula.

$(FMV - COP) \times 0.5$ plus capital contribution of the Remaining Member(s) at the time of purchasing the property minus prorated liabilities.

The Remaining Member(s) shall have 30 days within which to respond in writing to the Offering Member by either

- (i) Accepting the Offering Member's purchase offer, or,
- (ii) Rejecting the purchase offer and making a counteroffer to purchase the interest of the Offering Member based upon the same fair market value (FMV) according to the following formula.

$(FMV - COP) \times 0.5$ + capital contribution of the Offering Member(s) at the time of purchasing the property minus prorated liabilities.

The specific intent of this provision is that once the Offering Member presented his or its offer to the Remaining Members, then the Remaining Members shall either sell or buy at the same offered price (or FMV if appraisal is invoked) and according to the procedure set forth in Section 4.. In the case that the Remaining Member(s) decide to purchase, then Offering Member shall be obligated to sell his or its Member interests to the remaining Member(s).

Section 4.3 Failure To Respond Constitutes Acceptance.

Failure by all or any of the Remaining Members to respond to the Offering Member's notice within the thirty (30 day) period shall be deemed to constitute an acceptance of the Offering Member.

Section 5. Return of Contributions to Capital.

Return to a Member of his/her contribution to capital shall be as determined and permitted by law and this Agreement.

Section 6. Addition of New Members.

A new Member may be admitted into the Company only upon consent of at least ninety percent in Interest of the Members. The amount of Capital Contribution which must be made by a new Member shall be determined by the vote of all existing Members.

B G PA

A new Member shall not be deemed admitted into the Company until the Capital Contribution required of such person has been made and such person has become a party to this agreement.

DISTRIBUTION OF PROFITS

Section 03 Qualifications and Conditions.

The profits of the Limited Liability Company shall be distributed; to the Members, from time to time, as permitted under law and as determined by the Manager, provided however, that all distributions shall in accordance with Exhibit B, attached hereto and incorporated by reference herein.

Section 04 Record Date.

The Record Date for determining Members entitled to receive payment of any distribution of profits shall be the day in which the Manager adopts the resolution for payment of a distribution of profits. Only Members of record on the date so fixed are entitled to receive the distribution notwithstanding any transfer or assignment of Member's interests or the return of contribution to capital to the Member after the Record Date fixed as aforesaid, except as otherwise provided by law.

Section 05 Participation in Distribution of Profit.

Each Member's participation in the distribution shall be in accordance with Exhibit B, subject to the Tax Provisions set forth in Exhibit A.

Section 06 Limitation on the Amount of Any Distribution of Profit.

In no event shall any distribution of profit result in the assets of the Limited Liability Company being less than all the liabilities of the Limited Liability Company, on the Record Date, excluding liabilities to Members on account of their contributions to capital or be in excess of that permitted by law.

Section 07 Date of Payment of Distribution of Profit.

Unless another time is specified by the applicable law, the payment of distributions of profit shall be within thirty (30) days of after the Record Date.

Article VI.

ISSUANCE OF MEMBERSHIP INTEREST CERTIFICATES

Section 01 Issuance of Certificate of Interest.

BG
JP

The interest of each Member in the Company shall be represented by a Certificate of Interest (also referred to as the Certificate of Membership Interest or the Certificate). Upon the execution of this Agreement and the payment of a Capital Contribution by the Member, the Management shall cause the Company to issue one or more Certificates in the name of the Member certifying that he/she/it is the record holder of the Membership Interest set forth therein.

Section 02 Transfer of Certificate of Interest.

A Membership Interest which is transferred in accordance with the terms of Section 2 of Article V of this Agreement shall be transferable on the books of the Company by the record holder thereof in person or by such record holder's duly authorized attorney, but, except as provided in Section 3 of this Article with respect to lost, stolen or destroyed certificates, no transfer of a Membership Interest shall be entered until the previously issued Certificate representing such Interest shall have been surrendered to the Company and cancelled and a replacement Certificate issued to the assignee of such Interest in accordance with such procedures as the Management may establish. The management shall issue to the transferring Member a new Certificate representing the Membership Interest not being transferred by the Member, in the event such Member only transferred some, but not all, of the Interest represented by the original Certificate. Except as otherwise required by law, the Company shall be entitled to treat the record holder of a Membership Interest Certificate on its books as the owner thereof for all purposes regardless of any notice or knowledge to the contrary,

Section 03 Lost, Stolen or Destroyed Certificates.

The Company shall issue a new Membership Interest Certificate in place of any Membership Interest Certificate previously issued if the record holder of the Certificate:

- (a) makes proof by affidavit, in form and substance satisfactory to the Management, that a previously issued Certificate has been lost, destroyed or stolen;
- (b) requests the issuance of a new Certificate before the Company has notice that the Certificate has been acquired by a purchaser for value in good faith and without notice of an adverse claim;
- (c) Satisfies any other reasonable requirements imposed by the Management.

If a Member fails to notify the Company within a reasonable time after it has notice of the loss, destruction or theft of a Membership Interest Certificate, and a transfer of the Interest represented by the Certificate is registered before receiving such notification, the Company shall have no liability with respect to any claim against the Company for such transfer or for a new Certificate.

Article VII. AMENDMENTS

Section 01 Amendment of Articles of Organization.

B3
PB

Notwithstanding any provision to the contrary in the Articles of Organization or this Agreement, but subject to Article IX hereof, in no event shall the Articles of Organization be amended without the vote of Members representing at least ninety percent (90%) of the Members Interests.

Section 02 Amendment, Etc. of Operating Agreement.

This Agreement may be adopted, altered, amended or repealed and a new Operating Agreement may be adopted by at least ninety percent in Interest of the Members, subject to Article IX.

Article VIII.

**COVENANTS WITH RESPECT TO, INDEBTEDNESS,
OPERATIONS, AND FUNDAMENTAL CHANGES**

The provisions of this Article IX and its Sections and Subsections shall control and supercede any contrary or conflicting provisions contained in other Articles in this Agreement or in the Company's Articles of Organization or any other organizational document of the Company.

Section 01 Title to Company Property.

All property owned by the Company shall be owned by the Company as an entity and, insofar as permitted by applicable law, no Member shall have any ownership interest in any Company property in its individual name or right, and each member's interest in the Company shall be personal property for all purposes for that member.

Section 02 Effect of Bankruptcy, Death or Incompetency of a Member.

The bankruptcy, death, dissolution, liquidation, termination or adjudication of incompetency of a Member shall not cause the termination or dissolution of the Company and the business of the Company shall continue. Upon any such occurrence, the trustee, receiver, executor, administrator, committee, guardian or conservator of such Member shall have all the rights of such Member for the purpose of settling or managing its estate or property, subject to satisfying conditions precedent to the admission of such assignee as a substitute member. The transfer by such trustee, receiver, executor, administrator, committee, guardian or conservator of any Company interest shall be subject to all of the restrictions hereunder to which such transfer would have been subject if such transfer had been made by such bankrupt, deceased, dissolved, liquidated, terminated or incompetent member.

B G
PB

Article X.
MISCELLANEOUS

a. Fiscal Year.

The Members shall have the paramount power to fix, and from time to time, to change, the Fiscal Year of the Limited Liability Company. In the absence of action by the Members, the fiscal year of the Limited Liability Company shall be on a calendar year basis and end each year on December 31 until such time, if any, as the Fiscal Year shall be changed by the Members, and approved by Internal Revenue service and the State of Formation.

b. Financial Statements; Statements of Account.

Within ninety (90) business days after the end of each Fiscal Year, the Manager shall send to each Member who was a Member in the Limited Liability Company at any time during the Fiscal Year then ended an unaudited statement of assets, liabilities and Contributions To Capital as of the end of such Fiscal Year and related unaudited statements of income or loss and changes in assets, liabilities and Contributions to Capital. Within forty, five (45) days after each fiscal quarter of the Limited Liability Company, the Manager shall mail or otherwise deliver to each Member an unaudited report providing narrative and summary financial information with respect to the Limited Liability Company. Annually, the Manager shall cause appropriate federal and applicable state tax returns to be prepared and filed. The Manager shall mail or otherwise deliver to each Member who was a Member in the Limited Liability Company at any time during the Fiscal Year a copy of the tax return, including all schedules thereto. The Manager may extend such time period in its sole discretion if additional time is necessary to furnish complete and accurate information pursuant to this Section. Any Member or Manager shall the right to inspect all of the books and records of the Company, including tax filings, property management reports, bank statements, cancelled checks, invoices, purchase orders, check ledgers, savings accounts, investment accounts, and checkbooks, whether electronic or paper, provided such Member complies with Article II, Section 4.

c. Events Requiring Dissolution.

The following events shall require dissolution winding up the affairs of the Limited Liability Company:

- i. When the period fixed for the duration of the Limited Liability Company expires as specified in the Articles of Organization.

BG
JP

d. Choice of Law.

IN ALL RESPECTS THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEVADA INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY, PERFORMANCE AND THE RIGHTS AND INTERESTS OF THE PARTIES UNDER THIS AGREEMENT WITHOUT REGARD TO THE PRINCIPLES GOVERNING CONFLICTS OF LAWS, UNLESS OTHERWISE PROVIDED BY WRITTEN AGREEMENT.

e. Severability.

If any of the provisions of this Agreement shall contravene or be held invalid or unenforceable, the affected provision or provisions of this Agreement shall be construed or restricted in its or their application only to the extent necessary to permit the rights, interest, duties and obligations of the parties hereto to be enforced according to the purpose and intent of this Agreement and in conformance with the applicable law or laws.

f. Successors and Assigns.

Except as otherwise provided, this Agreement shall be binding upon and inure to the benefit of the parties and their legal representative, heirs, administrators, executors and assigns.

g. Non-waiver.

No provision of this Agreement shall be deemed to have been waived unless such waiver is contained in a written notice given to the party claiming such waiver has occurred, provided that no such waiver shall be deemed to be a waiver of any other or further obligation or liability of the party or parties in whose favor the waiver was given.

h. Captions.

Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement or any provision hereof.

i. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. It shall not be necessary for all Members to execute the same counterpart hereof.

j. Definition of Words.

Wherever in this agreement the term he/she is used, it shall be construed to mean also it's as pertains to a corporation member.

k. Membership.

B G
PA

A corporation, partnership, limited liability company, limited liability partnership or individual may be a Member of this Limited Liability Company.

I. Tax Provisions.

The provisions of Exhibit A, attached hereto are incorporated by reference as if fully rewritten herein.

ARTICLE XI INDEMNIFICATION AND INSURANCE

Section 1. Indemnification: Proceeding Other than by Company. The Company may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, except an action by or in the right of the Company, by reason of the fact that he or she is or was a Manager, Member, officer, employee or agent of the Company, or is or was serving at the request of the Company as a manager, member, shareholder, director, officer, partner, trustee, employee or agent of any other Person, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with the action, suit or proceeding if he or she acted in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, does not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company, and that, with respect to any criminal action or proceeding, he or she had reasonable cause to believe that his or her conduct was unlawful.

Section 2. Indemnification: Proceeding by Company. The Company may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that he or she is or was a Manager, Member, officer, employee or agent of the Company, or is or was serving at the request of the Company as a manager, member, shareholder, director, officer, partner, trustee, employee or agent of any other Person, joint venture, trust or other enterprise against expenses, including amounts paid in settlement and attorneys' fees actually and reasonably incurred by him or her in connection with the defense or settlement of the action or suit if he or she acted in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company. Indemnification may not be made for any claim, issue or matter as to which such a person has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals there from, to be liable to the Company or for amounts paid in settlement to the Company, unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

B G 10

Section 3. Mandatory Indemnification. To the extent that a Manager, Member, officer, employee or agent of the Company has been successful on the merits or otherwise in defense of any action, suit or proceeding described in Article XI, Sections 1 and 2, or in defense of any claim, issue or matter therein, he or she must be indemnified by the Company against expenses, including attorneys' fees, actually and reasonably incurred by him or her in connection with the defense.

Section 4. Authorization of Indemnification. Any indemnification under Article XI, Sections 1 and 2, unless ordered by a court or advanced pursuant to Section 5, may be made by the Company only as authorized in the specific case upon a determination that indemnification of the Manager, Member, officer, employee or agent is proper in the circumstances. The determination must be made by a majority of the Members if the person seeking indemnity is not a majority owner of the Member Interests or by independent legal counsel selected by the Manager in a written opinion.

Section 5. Mandatory Advancement of Expenses. The expenses of Managers, Members and officers incurred in defending a civil or criminal action, suit or proceeding must be paid by the Company as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of an undertaking by or on behalf of the Manager, Member or officer to repay the amount if it is ultimately determined by a court of competent jurisdiction that he or she is not entitled to be indemnified by the Company. The provisions of this Section 5 do not affect any rights to advancement of expenses to which personnel of the Company other than Managers, Members or officers may be entitled under any contract or otherwise.

Section 6. Effect and Continuation. The indemnification and advancement of expenses authorized in or ordered by a court pursuant to Article XI, Sections 1 – 5, inclusive:

(A) Does not exclude any other rights to which a person seeking indemnification or advancement of expenses may be entitled under the Articles of Organization or any limited liability company agreement, vote of Members or disinterested Managers, if any, or otherwise, for either an action in his or her official capacity or an action in another capacity while holding his or her office, except that indemnification, unless ordered by a court pursuant to Article XI, Section 2 or for the advancement of expenses made pursuant to Section Article XI, may not be made to or on behalf of any Member, Manager or officer if a final adjudication establishes that his or her acts or omissions involved intentional misconduct, fraud or a knowing violation of the law and was material to the cause of action.

(B) Continues for a person who has ceased to be a Member, Manager, officer, employee or agent and inures to the benefit of his or her heirs, executors and administrators.

(C) **Notice of Indemnification and Advancement.** Any indemnification of, or advancement of expenses to, a Manager, Member, officer, employee or agent of the Company in accordance with this Article XI, if arising out of a proceeding by or on behalf of the Company, shall be reported in writing to the Members with or before the notice of the next Members' meeting.

(D) **Repeal or Modification.** Any repeal or modification of this Article XI by the Members of the Company shall not adversely affect any right of a Manager, Member, officer, employee or agent of the Company existing hereunder at the time of such repeal or modification.

B G PB

ARTICLE XII

INVESTMENT REPRESENTATIONS; PRIVATE OFFERING EXEMPTION

Each Member, by his or its execution of this Agreement, hereby represents and warrants to, and agrees with, the Managers, the other Members and the Company as follows:

Section 1. Pre-existing Relationship or Experience. (i) Such Member has a preexisting personal or business relationship with the Company or one or more of its officers or control persons or (ii) by reason of his or its business or financial experience, or by reason of the business or financial experience of his or its financial advisor who is unaffiliated with and who is not compensated, directly or indirectly, by the Company or any affiliate or selling agent of the Company, such Member is capable of evaluating the risks and merits of an investment in the Company and of protecting his or its own interests in connection with this investment.

Section 2. No Advertising. Such Member has not seen, received, been presented with or been solicited by any leaflet, public promotional meeting, newspaper or magazine article or advertisement, radio or television advertisement, or any other form of advertising or general solicitation with respect to the offer or sale of Interests in the Company.

Section 3. Investment Intent. Such Member is acquiring the Interest for investment purposes for his or its own account only and not with a view to or for sale in connection with any distribution of all or any part of the Interest.

Section 4. Economic Risk. Such Member is financially able to bear the economic risk of his or its investment in the Company, including the total loss thereof.

Section 5. No Registration of Units Such Member acknowledges that the Interests have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or qualified under any state securities law or under the laws of any other jurisdiction, in reliance, in part, on such Member's representations, warranties and agreements herein.

Section 6. No Obligation to Register. Such Member represents, warrants and agrees that the Company and the Managers are under no obligation to register or qualify the Interests under the Securities Act or under any state securities law or under the laws of any other jurisdiction, or to assist such Member in complying with any exemption from registration and qualification.

Section 7. No Disposition in Violation of Law. Without limiting the representations set forth above, and without limiting Article 12 of this Agreement, such Member will not make any disposition of all or any part of the Interests which will result in the violation by such Member or by the Company of the Securities Act or any other applicable securities laws. Without limiting the foregoing, each Member agrees not to make any disposition of all or any part of the Interests unless and until: (A) there is then in effect a registration statement under the Securities Act covering such proposed disposition and such disposition is made in accordance with such registration statement and any applicable requirements of state securities laws; or (B) such Member has notified the Company of the proposed disposition and has furnished the Company with a detailed statement of the circumstances surrounding the proposed disposition, and if reasonably requested by the

Managers, such Member has furnished the Company with a written opinion of legal counsel, reasonably satisfactory to the Company, that such disposition will not require registration of any securities under the Securities Act or the consent of or a permit from appropriate authorities under any applicable state securities law or under the laws of any other jurisdiction.

Section 8. Financial Estimate and Projections. That it understands that all projections and financial or other materials which it may have been furnished are not based on historical operating results, because no reliable results exist, and are based only upon estimates and assumptions which are subject to future conditions and events which are unpredictable and which may not be relied upon in making an investment decision.

ARTICLE XIII

Preparation of Agreement.

Section 1. This Agreement has been prepared by David G. LeGrand, Esq. (the "Law Firm"), as legal counsel to the Company, and:

- (A) The Members have been advised by the Law Firm that a conflict of interest would exist among the Members and the Company as the Law Firm is representing the Company and not any individual members, and
- (B) The Members have been advised by the Law Firm to seek the advice of independent counsel; and
- (C) The Members have been represented by independent counsel or have had the opportunity to seek such representation; and
- (D) The Law Firm has not given any advice or made any representations to the Members with respect to any consequences of this Agreement; and
- (E) The Members have been advised that the terms and provisions of this Agreement may have tax consequences and the Members have been advised by the Law Firm to seek independent counsel with respect thereto; and
- (F) The Members have been represented by independent counsel or have had the opportunity to seek such representation with respect to the tax and other consequences of this Agreement.

IN WITNESS WHEREOF, the undersigned, being the Members of the above-named Limited Liability Company, have hereunto executed this Agreement as of the Effective Date first set forth above.

B G
JB

Member:

Shawn Bidsal
Shawn Bidsal, Member

CLA Properties, LLC

by Benjamin Golshani
Benjamin Golshani, Manager

Manager/Management:

Shawn Bidsal
Shawn Bidsal, Manager

Benjamin Golshani
Benjamin Golshani, Manager

BG
PB

TAX PROVISIONS**EXHIBIT A****1.1 Capital Accounts.**

4.1.1 A single Capital Account shall be maintained for each Member (regardless of the class of Interests owned by such Member and regardless of the time or manner in which such Interests were acquired) in accordance with the capital accounting rules of Section 704(b) of the Code, and the regulations there under (including without limitation Section 1.704-1(b)(2)(iv) of the Income Tax Regulations). In general, under such rules, a Member's Capital Account shall be:

4.1.1.1 increased by (i) the amount of money contributed by the Member to the Company (including the amount of any Company liabilities that are assumed by such Member other than in connection with distribution of Company property), (ii) the fair market value of property contributed by the Member to the Company (net of liabilities secured by such contributed property that under Section 752 of the Code the Company is considered to assume or take subject to), and (iii) allocations to the Member of Company income and gain (or item thereof), including income and gain exempt from tax; and

4.1.1.2 decreased by (i) the amount of money distributed to the Member by the Company (including the amount of such Member's individual liabilities that are assumed by the Company other than in connection with contribution of property to the Company), (ii) the fair market value of property distributed to the Member by the Company (net of liabilities secured by such distributed property that under Section 752 of the Code such Member is considered to assume or take subject to), (iii) allocations to the Member of expenditures of the Company not deductible in computing its taxable income and not properly chargeable to capital account, and (iv) allocations to the Member of Company loss and deduction (or item thereof).

4.1.2 Where Section 704(c) of the Code applies to Company property or where Company property is revalued pursuant to paragraph (b)(2)(iv)(t) of Section 1.704-1 of the Income Tax Regulations, each Member's Capital Account shall be adjusted in accordance with paragraph (b)(2)(iv)(g) of Section 1.704-1 of the Income Tax Regulations as to allocations to the Members of depreciation, depletion, amortization and gain or loss, as computed for book purposes with respect to such property.

4.1.3 When Company property is distributed in kind (whether in connection with liquidation and dissolution or otherwise), the Capital Accounts of the Members shall first be adjusted to reflect the manner in which the unrealized income, gain, loss and deduction inherent in such property (that has not been

BC
PB

reflected in the Capital Account previously) would be allocated among the Members if there were a taxable disposition of such property for the fair market value of such property (taking into account Section 7701(g) of the Code) on the date of distribution.

- 4.1.4 The Members shall direct the Company's accountants to make all necessary adjustments in each Member's Capital Account as required by the capital accounting rules of Section 704(b) of the Code and the regulations there under.

5

ALLOCATION OF PROFITS AND LOSSES; TAX AND ACCOUNTING MATTERS

- 5.1 **Allocations.** Each Member's distributive share of income, gain, loss, deduction or credit (or items thereof) of the Company as shown on the annual federal income tax return prepared by the Company's accountants or as finally determined by the United States Internal Revenue Service or the courts, and as modified by the capital accounting rules of Section 704(b) of the Code and the Income Tax Regulations there under, as implemented by Section 8.5 hereof, as applicable, shall be determined as follows:

- 5.1.1 **Allocations.** Except as otherwise provided in this Section 1.1:

- 5.1.1.1 items of income, gain, loss, deduction or credit (or items thereof) shall be allocated among the members in proportion to their Percentage Interests as set forth in ***Exhibit "B"***, subject to the Preferred Allocation schedule contained in ***Exhibit "B"***, except that items of loss or deduction allocated to any Member pursuant to this Section 2.1 with respect to any taxable year shall not exceed the maximum amount of such items that can be so allocated without causing such Member to have a deficit balance in his or its Capital Account at the end of such year, computed in accordance with the rules of paragraph (b)(2)(ii)(d) of Section 1.704-1 of the Income Tax Regulations. Any such items of loss or deduction in excess of the limitation set forth in the preceding sentence shall be allocated as follows and in the following order of priority:

- 5.1.1.1.1 first, to those Members who would not be subject to such limitation, in proportion to their Percentage Interests, subject to the Preferred Allocation schedule contained in ***Exhibit "B"***; and

- 5.1.1.1.2 Second, any remaining amount to the Members in the manner required by the Code and Income Tax Regulations.

Subject to the provisions of subsections 2.1.2 – 2.1.11, inclusive, of this Agreement, the items specified in this Section 1.1 shall be allocated to the

BG PB

Members as necessary to eliminate any deficit Capital Account balances and thereafter to bring the relationship among the Members' positive Capital Account balances in accord with their pro rata interests.

- 5.1.2 Allocations With Respect to Property Solely for tax purposes, in determining each Member's allocable share of the taxable income or loss of the Company, depreciation, depletion, amortization and gain or loss with respect to any contributed property, or with respect to revalued property where the Company's property is revalued pursuant to paragraph (b)(2)(iv)(f) of Section 1.704-1 of the Income Tax Regulations, shall be allocated to the Members in the manner (as to revaluations, in the same manner as) provided in Section 704(c) of the Code. The allocation shall take into account, to the full extent required or permitted by the Code, the difference between the adjusted basis of the property to the Member contributing it (or, with respect to property which has been revalued, the adjusted basis of the property to the Company) and the fair market value of the property determined by the Members at the time of its contribution or revaluation, as the case may be.
- 5.1.3 Minimum Gain Chargeback. Notwithstanding anything to the contrary in this Section 2.1, if there is a net decrease in Company Minimum Gain or Company Nonrecourse Debt Minimum Gain (as such terms are defined in Sections 1.704-2(b) and 1.704-2(i)(2) of the Income Tax Regulations, but substituting the term "Company" for the term "Partnership" as the context requires) during a Company taxable year, then each Member shall be allocated items of Company income and gain for such year (and, if necessary, for subsequent years) in the manner provided in Section 1.704-2 of the Income Tax Regulations. This provision is intended to be a "minimum gain chargeback" within the meaning of Sections 1.704-2(f) and 1.704-2(i)(4) of the Income Tax Regulations and shall be interpreted and implemented as therein provided.
- 5.1.4 Qualified Income Offset. Subject to the provisions of subsection 2.1.3, but otherwise notwithstanding anything to the contrary in this Section 2.1, if any Member's Capital Account has a deficit balance in excess of such Member's obligation to restore his or its Capital Account balance, computed in accordance with the rules of paragraph (b)(2)(ii)(d) of Section 1.704-1 of the Income Tax Regulations, then sufficient amounts of income and gain (consisting of a pro rata portion of each item of Company income, including gross income, and gain for such year) shall be allocated to such Member in an amount and manner sufficient to eliminate such deficit as quickly as possible. This provision is intended to be a "qualified income offset" within the meaning of Section 1.704-1(b)(2)(ii)(d) of the Income Tax Regulations and shall be interpreted and implemented as therein provided.
- 5.1.5 Depreciation Recapture. Subject to the provisions of Section 704(c) of the Code and subsections 2.1.2 – 2.1.4, inclusive, of this Agreement, gain recognized (or deemed recognized under the provisions hereof) upon the sale

B G
PB

or other disposition of Company property, which is subject to depreciation recapture, shall be allocated to the Member who was entitled to deduct such depreciation.

- 5.1.6 Loans If and to the extent any Member is deemed to recognize income as a result of any loans pursuant to the rules of Sections 1272, 1273, 1274, 7872 or 482 of the Code, or any similar provision now or hereafter in effect, any corresponding resulting deduction of the Company shall be allocated to the Member who is charged with the income. Subject to the provisions of Section 704(c) of the Code and subsections 2.1.2 – 2.1.4, inclusive, of this Agreement, if and to the extent the Company is deemed to recognize income as a result of any loans pursuant to the rules of Sections 1272, 1273, 1274, 7872 or 482 of the Code, or any similar provision now or hereafter in effect, such income shall be allocated to the Member who is entitled to any corresponding resulting deduction.
- 5.1.7 Tax Credits Tax credits shall generally be allocated according to Section 1.704-1(b)(4)(ii) of the Income Tax Regulations or as otherwise provided by law. Investment tax credits with respect to any property shall be allocated to the Members pro rata in accordance with the manner in which Company profits are allocated to the Members under subsection 2.1.1 hereof, as of the time such property is placed in service. Recapture of any investment tax credit required by Section 47 of the Code shall be allocated to the Members in the same proportion in which such investment tax credit was allocated.
- 5.1.8 Change of Pro Rata Interests. Except as provided in subsections 2.1.6 and 2.1.7 hereof or as otherwise required by law, if the proportionate interests of the Members of the Company are changed during any taxable year, all items to be allocated to the Members for such entire taxable year shall be prorated on the basis of the portion of such taxable year which precedes each such change and the portion of such taxable year on and after each such change according to the number of days in each such portion, and the items so allocated for each such portion shall be allocated to the Members in the manner in which such items are allocated as provided in section 2.1.1 during each such portion of the taxable year in question.
- 5.1.9 Effect of Special Allocations on Subsequent Allocations. Any special allocation of income or gain pursuant to subsections 2.1.3 or 2.1.4 hereof shall be taken into account in computing subsequent allocations of income and gain pursuant to this Section 9.1 so that the net amount of all such allocations to each Member shall, to the extent possible, be equal to the net amount that would have been allocated to each such Member pursuant to the provisions of this Section 2.1 if such special allocations of income or gain under subsection 2.1.3 or 2.1.4 hereof had not occurred.
- 5.1.10 Nonrecourse and Recourse Debt. Items of deduction and loss attributable to Member nonrecourse debt within the meaning of Section 1.7042(b)(4) of the

B G JP

Income Tax Regulations shall be allocated to the Members bearing the economic risk of loss with respect to such debt in accordance with Section 1704-2(i)(1) of the Income Tax Regulations. Items of deduction and loss attributable to recourse liabilities of the Company, within the meaning of Section 1.752-2 of the Income Tax Regulations, shall be allocated among the Members in accordance with the ratio in which the Members share the economic risk of loss for such liabilities.

- 5.1.11 State and Local Items. Items of income, gain, loss, deduction, credit and tax preference for state and local income tax purposes shall be allocated to and among the Members in a manner consistent with the allocation of such items for federal income tax purposes in accordance with the foregoing provisions of this Section 2.1.

- 5.2 Accounting Matters. The Managers or, if there be no Managers then in office, the Members shall cause to be maintained complete books and records accurately reflecting the accounts, business and transactions of the Company on a calendar-year basis and using such cash, accrual, or hybrid method of accounting as in the judgment of the Manager, Management Committee or the Members, as the case may be, is most appropriate; provided, however, that books and records with respect to the Company's Capital Accounts and allocations of income, gain, loss, deduction or credit (or item thereof) shall be kept under U.S. federal income tax accounting principles as applied to partnerships.

5.3 Tax Status and Returns.

- 5.3.1 Any provision hereof to the contrary notwithstanding, solely for United States federal income tax purposes, each of the Members hereby recognizes that the Company may be subject to the provisions of Subchapter K of Chapter 1 of Subtitle A of the Code; provided, however, the filing of U.S. Partnership Returns of Income shall not be construed to extend the purposes of the Company or expand the obligations or liabilities of the Members.
- 5.3.2 The Manager(s) shall prepare or cause to be prepared all tax returns and statements, if any, that must be filed on behalf of the Company with any taxing authority, and shall make timely filing thereof. Within one-hundred twenty (120) days after the end of each calendar year, the Manager(s) shall prepare or cause to be prepared and delivered to each Member a report setting forth in reasonable detail the information with respect to the Company during such calendar year reasonably required to enable each Member to prepare his or its federal, state and local income tax returns in accordance with applicable law then prevailing.
- 5.3.3 Unless otherwise provided by the Code or the Income Tax Regulations there under, the current Manager(s), or if no Manager(s) shall have been elected, the Member holding the largest Percentage Interest, or if the Percentage Interests be equal, any Member shall be deemed to be the "Tax Matters

BD 6 10

Member." The Tax Matters Member shall be the "Tax Matters Partner" for U.S. federal income tax purposes.

SL
PB

EXHIBIT B

Member's Percentage Interest	Member's Capital Contributions
Shawn Bidsal 50%	\$ 1,215,000 _____ (30% of capital)_
CLA Properties, LLC 50%	\$ 2,834,250 _____ (70% of capital)_

PREFERRED ALLOCATION AND DISTRIBUTION SCHEDULE

Cash Distributions from capital transactions shall be distributed per the following method between the members of the LLC. Upon any refinancing event, and upon the sale of Company asset, cash is distributed according to a "Step-down Allocation." Step-down means that, step-by-step, cash is allocated and distributed in the following descending order of priority, until no more cash remains to be allocated. The Step-down Allocation is:

First Step, payment of all current expenses and/or liabilities of the Company;

Second Step, to pay in full any outstanding loans (unless distribution is the result of a refinance) held with financial institutions or any company loans made from Manager(s) or Member(s).

Third Step, to pay each Member an amount sufficient to bring their capital accounts to zero, pro rata based upon capital contributions.

Final Step, After the Third Step above, any remaining net profits or excess cash from sale or refinance shall be distributed to the Members fifty percent (50%) to Shawn Bidsal and fifty percent (50%) to CLA Properties, LLC.

Losses shall be allocated according to Capital Accounts.

Cash Distributions of Profits from operations shall be allocated and distributed fifty percent (50%) to Shawn Bidsal and fifty percent (50%) to CLA Properties, LLC

It is the express intent of the parties that "Cash Distributions of Profits" refers to distributions generated from operations resulting in ordinary income in contrast to Cash Distributions arising from capital transactions or non-recurring events such as a sale of all or a substantial portion of the Company's assets or cash out financing.

BC
JD

EXH. 2

JAMS ARBITRATION NO. 1260004569

CLA PROPERTIES, LLC,
Claimant and Counter-Respondent,

vs.

SHAWN BIDSAL,
Respondent and Counterclaimant.

FINAL AWARD

THE UNDERSIGNED ARBITRATOR, having been duly designated to be the Arbitrator in accordance with the arbitration provision of Article III, Section 14.1 of the Operating Agreement, dated June 15, 2011, of Green Valley Commerce, LLC, a Nevada LLC ("Green Valley"), based on careful consideration of the evidence adduced during and following the May 8-9, 2018 evidentiary sessions of the Merits Hearing of the Arbitration Hearing of this arbitration, applicable law, the written submissions of the parties, and good cause appearing, makes the following findings of fact, conclusions of law and determinations ("determinations") and this Final Award ("Award"), as follows.

DETERMINATIONS

1. The determinations in this Award are the determinations by the Arbitrator, which the Arbitrator has determined to be true, correct, necessary and/or appropriate for purposes of this Award. To the extent that the Arbitrator's determinations differ from any party's positions, that is the result of determinations as to relevance, burden of proof considerations, the weighing of the evidence, etc.

To the extent, if any, that any determinations set forth in this Award are inconsistent or otherwise at variance with any prior determination in the Interim Award, Merits Order No. 1 or any prior order or ruling of the Arbitrator, the determination(s) in this Award shall govern and prevail in each and every such instance.

/////

I

JURISDICTION, PARTIES, AND MERITS ORDER NO. 1

2. Pursuant to Rule 11(b) of the JAMS Comprehensive Arbitration Rules and Procedures --- which govern this arbitration and which Rules the Arbitrator has the authority and discretion to exercise, as here¹ --- the Arbitrator has the jurisdiction and has exercised his jurisdiction to determine his arbitral jurisdiction, which has been determined to be as follows:

The Arbitrator has and has had continuing jurisdiction over the subject matter and over the parties to the arbitration, who/ which are Claimant and Counter- Respondent CLA Properties, LLC, a California limited liability company ("CLA") and Respondent and Counterclaimant Sharam Bidsal, also known as Shawn Bidsal, an individual. ("Mr. Bidsal").

CLA has been represented by the Law Offices of Rodney T. Lewin and Rodney T. Lewin, Esq. and Richard D. Agay, Esq. of that firm, whose address is 8665 Wilshire Blvd., Ste. 210, Beverly Hills, CA 90211-2931, and Levine, Garfinkel & Eckersely and Louis E. Garfinkel, Esq. of that firm, whose address is 1671 W. Horizon Ridge Pkwy, Ste. 220, Henderson, NV 89012.

Mr. Bidsal has been represented by Smith & Shapiro, PLLC and James E. Shapiro, Esq. of that firm, whose address is 2222 E. Seren Ave., Ste. 130, Henderson, NV 89074, and Goodkin & Lynch, LLP and Daniel L. Goodkin, Esq. of that firm, whose address is 1800 Century Park East, 10th Fl., Los Angeles, CA 90067.

On October 10, 2018, the Arbitrator rendered and JAMS issued Merits Order No. 1, and on February 22, 2019, the Arbitrator rendered and JAMS issued the Interim Award in this arbitration. The Interim Award and Merits Order No. 1 contained the Arbitrator's determinations and written decision as to relief to be granted and denied, based on the evidence adduced evidentiary sessions of the Merits Hearing of the Arbitration Hearing held on May 8-9, 2018,²

¹ JAMS Comprehensive Arbitration Rule 11(b) provides as follows:

"Jurisdictional and arbitrability disputes, including disputes over the formation, existence, validity, interpretation or scope of the agreement under which Arbitration is sought, and who are proper Parties to the Arbitration, shall be submitted to and ruled on by the Arbitrator. Unless the relevant law requires otherwise, the Arbitrator has the authority to determine jurisdiction and arbitrability issues as a preliminary matter."

² The evidentiary sessions of the Merits Hearing were held in Las Vegas, Nevada, at the insistence of Mr. Bidsal, notwithstanding that the individual principals (including Mr. Bidsal), CLA's lead counsel and the Arbitrator are residents of Southern California.

applicable law, and extensive post-evidentiary submissions of the parties. One of the determinations was and remains that CLA is the prevailing party in this arbitration.

March 7, 2019 is hereby declared to be the date for last briefs in this arbitration and the date as of which the Arbitrator hereby declares the Arbitration Hearing (including the Merits Hearing thereof) closed. See JAMS Comprehensive Arbitration Rule 24(h).

The Arbitrator shall continue to maintain jurisdiction over the parties concerning the subject matter of this arbitration until the last day permitted by law and JAMS Comprehensive Arbitration Rules & Procedures.

II FACTUAL CONTEXT

3. CLA and Mr. Bidsal are the sole members of Green Valley, LLC, a Nevada limited liability company ("Green Valley"), which owns and manages real property in Las Vegas, Nevada. At all relevant times, CLA and Mr. Bidsal have each owned a 50% Membership interest in Green Valley. CLA is wholly and solely owned by its principal, Benjamin Golshani ("Mr. Golshani").

4. Mr. Golshani on behalf of CLA and Mr. Bidsal executed an Operating Agreement for Green Valley, dated June 15, 2011. Exhibit 29. Section 4 of Article V of that Operating Agreement, captioned "Purchase or Sell Rights among Members" ("Section 4"), contains provisions permitting one member of Green Valley to initiate the purchase or sale of one member's interest by the other. Those Section 4 provisions were referred to by the parties and their joint attorney, David LeGrand, as "forced buy/sell" and "Dutch auction," whereby one of the members (designated as the "Offering Member") can offer to buy out the interest of the other based upon a valuation of the fair market value of the LLC set by the Offering Member in the offer. The other member (designated as the "Remaining Member") is then given the option to either buy or sell using the Offering Member's valuation, or the Remaining Member can demand an appraisal.

On July 7, 2017, Mr. Bidsal sent CLA a Section 4 written offer to buy CLA's 50% Green Valley membership interest, based on a "best estimate" valuation of \$5 million. On August 3, 2017 — via timely Section 4 notice, in response to Mr. Bidsal's July 7 offer — CLA elected to buy rather than sell a 50% Green Valley membership interest — i.e., Mr. Bidsal's — based upon Mr. Bidsal's \$5 million valuation, and thus without a requested appraisal. On August 7, 2017

--- response to CLA's election --- Mr. Bidsal refused to sell his Green Valley membership interest to CLA based on his \$5 million valuation, and "invoke[d] his right to establish the FMV by appraisal,"³ "in accordance with Article V, Section 4 of the Company's Operating Agreement."

III "CORE" ARBITRATION ISSUE

5. While this arbitration --- as briefed, tried, argued and resolved as a business/legal dispute thusly involving "pure" issues of contractual interpretation --- is also, significantly, a contentious, intra-familial dispute. Messrs. Bidsal and Golshani are first cousins, as well as each effectively owning 50% Membership Interests in Green Valley.

6. Mr. Bidsal contended that if CLA elected to buy his 50% Membership Interest rather than sell, Mr. Bidsal had the right to demand that the "FMV" portion of the Section 4 formula for determining price must be determined by an appraisal. CLA contended upon its election to purchase rather than sell, it has the right to purchase Mr. Bidsal's fifty percent (50%) Membership based upon the valuation made by Mr. Bidsal, as the Offering Member, and that the FMV portion of the Section 4 formula to determine price must be the same amount as set forth in Mr. Bidsal's offer, i.e. \$5 million, and that Mr. Bidsal should be ordered to transfer his Membership Interest based thereupon.

6. Thus, the "core" of the parties' dispute is whether or not Mr. Bidsal contractually agreed to sell, and can be legally compelled to sell, his 50% Membership Interest in Green Valley to CLA at a price computed via a contractual formula not in dispute, based on Mr. Bidsal's undisputed \$5 million "best estimate" of Green Valley's fair market valuation, as stated in Mr. Bidsal's July 7, 2017 written offer to purchase CLA's 50% Membership Interest in Green Valley --- without regard to a formal appraisal of Green Valley, which Mr. Bidsal has contended that the parties agreed that he had a contractual right to demand as a "counteroffered seller" under Section 4.2 of the Green Valley Operating Agreement.

³ The formula in Section 4 for determining price is stated twice, once if sale is by Remaining Member and once if sale is by Offering member. But whether the membership interest is sold by the Remaining Member or by the Offering Member, the formula for determining the price is the same, except that the identity of the selling Member, Remaining Member or Offering Member, is included: "(FMV - COP) x 0.5 plus capital contribution of the [selling] Member at the time of purchasing the property minus prorated liabilities."

7. Despite conflicting testimony and impeachment on cross-examination on both sides,⁴ the evidence presented during the evidentiary sessions materially assisted the Arbitrator in reaching the interpretative determinations set forth in this Award concerning the pivotal "buy-sell" provisions set forth in Section 4.2 of the Green Valley Operating Agreement --- which, as a result of collective drafting over a six-month period, was not a model of clarity, which precluded the granting of both sides' Rule 18 cross-motions, based on Section 4.2.

8. The "forced buy-sell" agreement, or so-called "Dutch auction," is common among partners in business entities like partnerships, joint ventures, LLC's, close corporations --- a primary purpose of which is to impose fairness and discipline among partners considering maneuvering, via pre-agreed procedures and consequences. If not careful and fair, the Dutch auction imposes a risk of one "overplaying one's hand" --- such that an intended buyer might end up becoming an unintended seller, at a price below, possibly well below, the price at which the partner was motivated to buy the same Membership Interest, under the "buy-sell" procedures which he/she/it initiated. If the provisions work, as intended, the result might not be expertly authoritative or precise, but nevertheless a form of cost-effective "rough justice," when one partner "pulls the trigger" on separation, by initiating Section 4.2 procedures.

9. As amplified below, the parties' dispute and this arbitration have been a result and expression of "seller's remorse" by Mr. Bidsal --- after having initiated Section 4.2 procedures, of which he was the principal draftsman,⁵ in the belief that, after the completion of those procedures, he would be the buyer of the other 50% Membership Interest in Green Valley, based on his "best estimate of the [then] current fair market value of the Company," for calculation of the buy-out price, using the formula set out in Section 4.2.

⁴ Neither of the parties' Rule 18 positions that Section 4.2 of the Green Valley Operating Agreement unambiguously supported the asserting side's position on contractual interpretation was sustained after briefing and argument during an in-person hearing on the parties' cross-motions. The Rule 18 denials and the inability of the parties to reach requisite stipulations, following the Rule 18 hearing, required the in-person evidentiary sessions of the Merits Hearing --- which sessions were held on May 8-9, 2018 in Las Vegas, Nevada. The evidence adduced during those evidentiary sessions corroborated the Arbitrator's experience that trial of issues raised earlier in Rule 18 motions --- including via cross-examination of witnesses, which the Arbitrator regards as an engine of truth --- often results in the emergence of new and/or changed facts and circumstances which bear on resolution of what were Rule 18 issues.

⁵ While not dispositive, *per se*, the Arbitrator has materially determined that Mr. Bidsal controlled the final drafting of the Green Valley Commerce, LLC Operating Agreement, and thus should be deemed the principal drafter of Section 4.2 of that agreement.

10. As also amplified below, CLA Properties is the prevailing party on the merits of the parties' contentions in this Merits Hearing, based on the Arbitrator's principal contractual interpretation determinations that:

A. The clear, specific and express "specific intent" language of the last paragraph of Section 4.2 prevails over any earlier ambiguities about the contracting parties' Section 4.2 rights and obligations.

B. Mr. Bidsal's testimony, arguments and position in support of his having contractual appraisal rights appear to be "outcome determinative" in his favor. That is, they do not, as they apparently cannot, be logically applied in all instances contemplated by the Section 4.2 "buy-sell" provision, beyond the situation in which he was placed by Mr. Golshani's August 3, 2017 Section 4.2 response --- specifically, for example, in instances in which CLA either would have (1) timely accepted Mr. Bidsal's July 7, 2017 Section 4.2 offer to buy CLA's 50% Membership Interest in Green Valley or (2) deliberately, inadvertently or otherwise failed to timely or otherwise properly respond to that offer within the 30-day time limit set under Section 4.2. CLA's testimony, arguments and position in support of its contractual interpretation of the operative provisions of Section 4.2 not only are based on and consistent with the Section 4.2's "specific intent" language, they can be logically applied in all instances contemplated by the Section 4.2 "buy-sell" provision --- including beyond the situation created by the July 7/August 3 Section 4.2 written offer/response of the parties, which gave rise to the parties' dispute and this arbitration.

C. Mr. Bidsal contractually agreed to sell and can be legally compelled to sell and transfer his fifty percent (50%) Membership Interest in Green Valley to CLA at a price computed via the contractual formula set forth in Section 4.2 of the Green Valley Operating Agreement, based on Mr. Bidsal's undisputed \$5 million "best estimate" of Green Valley's fair market valuation, as stated in Mr. Bidsal's July 7, 2017 offer.

11. In a dispute between litigating partners or other parties, the testimony of third-party witnesses becomes important. That is especially so, when the third-party witness is unbiased and the drafting lawyer was jointly representing the contracting parties in connection with the preparation of the underlying contract in suit. David LeGrand was that lawyer, and the substance of his testimony is essentially the same as, and thus corroborates, CLA's contentions, supported by the testimony of CLA's principal, Mr. Golshani. Mr. LeGrand was not shown to be biased for or against either side in this matter. On cross-examination and on redirect, Mr. LeGrand testified that he had performed legal work for Mr. Golshani for a number of years, including during August 2017, but not recently, and that he had been asked to do legal work by

Mr. Bidsal within about six months of his testimony, and shortly prior to his deposition in connection with this arbitration, but that Mr. LeGrand was too busy to take on Mr. Bidsal's legal work.

12. A portion of Mr. LeGrand's deposition testimony --- which was read into the evidentiary session record, during Mr. LeGrand's hearing testimony on May 9, 2018 --- was that, at Mr. Golshani's instance, Messrs. Bidsal and Golshani agreed to a "forced buy-sell" in lieu of a right of first refusal for inclusion in the Green Valley Operating Agreement. Although he attempted to take back or resist his prior use of the word "forced" at hearing, Mr. LeGrand understood "buy-sell" to mean that an offeree partner, presented with an offer under the "buy-sell" provision of the LLC Operating Agreement, has (A) the option to buy or sell at the price offered by the other/ offeror member and (B) the contractual right to compel performance of that option, including at the price stated in offeror member's offer. That testimony is consistent with the "specific intent" language of Section 4.2 which Mr. LeGrand specially drafted, and which reads as follows:

"The specific intent of this provision is that once the Offering Member presented his or its offer to the Remaining Members, then the Remaining Members shall either sell or buy at the same offered price (or FMV if appraisal is invoked) and according to the procedure set forth in Section 4. In the case that the Remaining Member(s) decide to purchase, then Offering Member shall be obligated to sell his or its Member Interest to the [R]emaining Member(s)."

13. That "specific intent" language is express, specific and could not be more clear as to these parties' objectively manifested "specific intent" to be so bound. Under governing Nevada law,⁶ the purpose of contract interpretation "is to discern the intent of the contracting parties." American First Federal Credit Union v. Soro, 359 P.3d 105, 106 (Nev. 2015), quoting and citing Davis v. Beling, 279 P.3d 501, 515 (Nev. 2011). Because the evidence is that both Messrs. Bidsal and Golshani were each very interested in changing drafts over a six-month period of what became the Section 4.2 "buy-sell" provision, each of them must have closely read that section, including the "specific intent" last sentence of that section of the Green Valley Operating Agreement. Accordingly, any prior, contemporaneous or other ambiguity as to Remaining Member CLA's Section 4.2 "buy-sell" options and Offering Member Bidsal's obligation to sell his 50% Membership Interest to CLA "at the same offered price" as presented in his July 7, 2017 offer, as a result of CLA's August 3, 2017 response to Mr. Bidsal's

⁶ Article X (d) of the Green Valley Operating Agreement provides that Nevada law shall apply to the interpretation and enforcement of the contract.

July 7 offer, must give way to that objectively manifested specific intent of the parties.

14. When directed to that "specific intent" provision of Section 4.2, during hearing, Mr. LeGrand was asked and answered, as follows:

"Q And does that -- does that language reflect your -- your then understanding of what the intent of this provision was?

"A Yes.

"Q And that was your understanding of what Mr. Golshani and Mr. Bidsal had wanted you to put in?

"A Yes.

"Q And it was your understanding that they had both --- that was what they both had agreed to, right?

"A Yes.

*** **

"Q But the reason you put -- the reason that you put down a -- the reason you inserted the specific intent of the parties was to make sure there was no question about what the intent of the parties

was, right?

"A That was what I intend when I put language like 'specific intent,' yes."

5/9/2018 Hrg.Tr., at pp. 295:19-296:5, 297:4-10.

15. It appears that in this case, Mr. Bidsal attempted to find a contractual "out" to regain lost leverage to either buy or sell a 50% membership interest in Green Valley at a price and/or on terms less favorable than he originally envisaged, when he made his July 7, 2017 offer, but more favorable than CLA's August 3, 2017 acceptance of Mr. Bidsal's company valuation price and CLA's "standing on the contract" to buy, rather than sell, based on Mr. Bidsal's market valuation figure --- which interpretation and position the Arbitrator has determined have been proved correct by a preponderance of the evidence, after hearing, and according to law.

16. What Mr. Bidsal seems to have settled on for negotiation and arbitration was ignoring, disregarding and, it appeared at hearing, resisting strict application of the "specific intent" language quoted and discussed above. Under resumed cross-examination by CLA's counsel on May 9, 2018 --- while acknowledging that CLA/Mr. Golshani was a Section 4.2 "Remaining Member" in respect to Mr. Bidsal's July 7, 2017 offer to buy CLA's 50% Membership Interest in Green Valley for \$5 million, which truly represented Mr. Bidsal's best estimate of the value of the Company, when he made his offer, and as he so

expressly stated in his offer — Mr. Bidsal (A) repeatedly refused to acknowledge that CLA had and duly exercised a Section 4.2 option, alternatively to either sell or buy a 50% Membership Interest in Green Valley based on Mr. Bidsal's offering \$5 million as the value of the LLC, and (B) insisted, rather, that (1) CLA's August 3, 2017 response to Mr. Bidsal's July 7, 2017 offer constituted a "counteroffer," and that (2) as a contractual and apparently legal consequence of Mr. Bidsal having been made the recipient of a "counteroffer," he became entitled, as a seller, now, to Section 4.2 optional appraisal rights to determine Green Valley's fair market value or "FMV." Hrg. Tr. at pp. 339:14 -340:10.

17. What Mr. Bidsal apparently found and settled on was a drafting ambiguity in Section 4 of the Green Valley Operating Agreement — i.e., "FMV," which ambiguity the Arbitrator has determined somehow found its way into Section 4.2 late in the process — and using that ambiguity to argue that "FMV" could only mean third-party expert-appraised fair market value was required in the circumstances. Under Section 4.2 of the Green Valley Operating Agreement, the "Remaining Member" (CLA) has the option to sell or buy "the [50%] Membership Interest" put in issue by the Offering Member, "based upon the same fair market value (FMV)" set forth in the Offering Member's Section 4.2-compliant offer — which valuation of the Company the Offering Member "thinks is the fair market value" of the Company. Mr. Bidsal used that ambiguity as his justification for refusing to perform as a compelled seller under the Section 4.2 "buy-sell." contending that Section 4 should be interpreted in his favor because Mr. Golshani was its draftsman. While Mr. Golshani had some role in what became Section 4, based on the evidence the Arbitrator finds that Mr. Bidsal controlled the final drafting of the Green Valley Commerce, LLC Operating Agreement, and had the last and final say on what the language was before signing the Operating Agreement, and is deemed to be the principal drafter of Section 4.2 of that agreement and therefore bears the burden of risk of ambiguity or inconsistency within the disputed provision. However, the determinations and award contained herein are based upon the testimony and exhibits introduced at the hearing in this matter, and the determination of draftsman is not dispositive. For the reasons set out herein the determinations and award would be made even if Mr. Bidsal's contention that Mr. Golshani was the draftsman of Section 4 were correct.

18. Beyond the parties' signed, closely read, express Section 4.2 specific intent, per se, there is an unanswered logical flaw in Bidsal's position — which the Arbitrator has determined to be "outcome determinative." That is, Mr. Bidsal's position might be plausible in the situation in which he has found himself on August 3 — after and in light of CLA's written response to his July 7 offer — but it does not and cannot work in all "buy-sell" contingencies contemplated by Section 4.2, given that section's formula, specific intent

language and all other language in that section, without Mr. Bidsal sub silentio conceding the correctness of CLA's internally consistent position which "works" in all contemplated Section 4.2 "buy-sell" contingencies.

A. Specifically, without that important concession, Mr. Bidsal would be unable to assign a "FMV" value to the Section 4.2 formula in contingencies in which CLA accepted or deliberately or inadvertently failed to respond to Mr. Bidsal's July 7 offer timely, properly or at all.

B. Under the parties' agreed formula for arriving at the "buyout" price, as set forth immediately above the "specific intent" provision of Section 4.2 --- regardless of who is the buyer --- the buy-out price could not be computed, and Mr. Bidsal's contemplated transaction be completed or performed or enforced, without \$5 million being "FMV" in the formula, if CLA, via Mr. Golshani, accepted or ignored the Offering Member's Section 4.2 offer.

19. If that is so, and the Arbitrator finds it is, then, logically as well as fairly under Section 4.2 --- which is an agreed fairness provision of the parties --- then \$5 million is the "FMV" for the same buy-out formula, if CLA, as here, opted to buy rather than sell a 50% Membership Interest in Green Valley, LLC, without invoking its optional appraisal rights. Absent a demand by the Remaining Member, Section 4 of the Operating Agreement for Green Valley Commerce, LLC does not require an appraisal to determine the price to be paid by Remaining Member CLA for its purchase of Offering Member Bidsal's membership interest in Green Valley, and Mr. Bidsal had no right to demand an appraisal to determine the price to be paid by CLA for Mr. Bidsal's membership interest in Green Valley Commerce, LLC.

20. Significant among other factors adduced at hearing and in post-evidentiary sessions briefing, the Arbitrator further has determined that:

A. The "triggering" of the parties' Section 4.2 "buy-sell" provisions of the Green Valley Commerce, LLC ("Green Valley") Operating Agreement was under the control of Mr. Bidsal, as the Section 4.2 "Offering Party." What that means in this arbitration is that, among other things, Mr. Bidsal controlled whether and when he made his offer, and what the offering price would be, including whether or to what extent Mr. Bidsal engaged in due diligence to determine Green Valley's fair market valuation including via third-party professional appraisal, if he opted to obtain one preparatory to making his Section 4.2 offer.

B. Once Mr. Bidsal, as the contractually "Offering Party" conveyed his Section 4.2 offer --- and pursuant to the parties' "specific intent" set

forth in that section and discussed elsewhere herein, and as a matter of fundamental, cost-effective fairness between essentially partners, regardless of labels --- Mr. Bidsal contractually surrendered control of what next followed in the Section 4.2 "buy-sell" process to Mr. Golshani, on behalf of "Remaining Member" CLA.

C. There was no contractual residual protection available to Mr. Bidsal as to appraisal and/or price of his Membership Interest --- which, under Section 4.2, upon Mr. Bidsal's "triggering" of the same, became "the Membership interest" which Mr. Bidsal put in play. Put another way --- although CLA put up about 70% of Green Valley's capital --- CLA and Mr. Bidsal, by agreement, each had a 50% Membership Interest in the Green Valley LLC --- so that, at that point, CLA had the election under the "buy-sell" whether to buy or sell "the" 50% Membership Interest in Green Valley put in play by Mr. Bidsal. If CLA elected to buy, rather than sell, CLA had the contractual option to compel Mr. Bidsal to sell his 50% Membership Interest to CLA at a purchase price computed via the Section 4.2 formula, based either on Mr. Bidsal's \$5 million valuation of the LLC in his July 7, 2017 Section 4.2 offer. If CLA elected to sell, rather than buy, CLA had the election to have the purchase price, via formula, set in accordance with Mr. Bidsal's offering valuation of \$5 million or a (presumably greater) valuation set via contractual third-party appraisal, also under Section 4.2, if Mr. Golshani thought an appraised valuation for purposes of sale of its 50% Membership Interest to Mr. Bidsal would be more favorable to CLA. Thus, Mr. Bidsal had no right to demand an appraisal, and under Section 4.2 Mr. Bidsal was obligated to close escrow and sell his 50% Membership Interest to CLA within 30 days after CLA elected to buy, i.e. by September 3, 2017.

D. Under Section 4.2, CLA, as the Remaining Member, had 30 days from Mr. Bidsal's "triggering" of the "buy-sell" to make its election to buy or sell at the "same" price set forth in Mr. Bidsal's offer or to sell at a presumably higher appraised price --- or as indicated above to deliberately or inadvertently allow the 30-day period to expire without timely, adequate or any written response.

E There is no reference or indication in any earlier draft or other documentation generated prior to, or contemporaneous with, or following execution of the Green Valley Operating Agreement --- pre-dispute --- that an Offering Member retains a reserved right to unilaterally demand an appraisal, following, as here, the Remaining Member's unqualified, written acceptance of the Offering Member's Section 4.2-compliant written offer --- the offer and acceptance both expressly stating, and thus bindingly agreeing, that \$5 million is the agreed valuation of the Company for purposes of computing the purchase

and sale price of "the Membership Interest" which was the subject of the parties' Section 4.2-compliant offer and acceptance.⁷

While an earlier version of what became Section 4.2 required that an offer be accompanied by an appraisal, the only reference to an appraisal or appraisal right in the final version of Section 4.2 is "If the offered price is not acceptable to the Remaining Member(s), within 30 days of receiving the offer, the Remaining members (or any of them) can request to establish FMV based on the following procedure...." To repeat, appraisal rights are triggered only "[i]f the [Offering Member's] offered price is not acceptable to the Remaining Member" and, further, that the Remaining Member requests the "following procedure" of an appraisal "within 30 days of receiving the offer." That 30-day period is exactly the same time limitation on the Remaining Member by which to accept the Offering Member's offers or not. By implication, that logically would foreclose the possibility of Mr. Bidsal, as the Offering Member, having a contractual right to request an appraisal to determine "FMV" as a "second bite at the [Green Valley valuation] apple." Similarly, Section 4.2's use of the word "same" market value would exclude a third-party expert-appraised market valuation right in Mr. Bidsal --- that is, without reading in a provision which just is not there expressly or by fair implication.

F. Mr. Bidsal's contractual interpretation position is irreconcilably inconsistent with the parties' specially included "specific intent" language added to the "buy-sell" provision mechanics.

G. Miscalculating the intentions, thinking and/or financial resources available to the other party in an arm's length transaction, such as a Section 4.2 "buy-sell," are not cognizable bases for re-writing or re-interpreting the parties' contractual procedures.

H. Mr. Bidsal's "best estimate of the current fair market value of the Company" at \$5 million was authorized, prepared and conveyed on Mr. Bidsal's behalf by his lawyer on July 7, 2017. CLA accepted Mr. Bidsal's July 7 offer on August 3, 2017 --- 27 days later. While Mr. Bidsal appears to have had a unilateral right to retract his offer, at any time prior to its acceptance during that 27-day period --- including because of a realization that he had made a mistake in underestimating the then current fair market value of the Company

⁷ Deleted from the execution copy of the Green Valley Operating Agreement, which was signed by the parties, was Mr. LeGrand's earlier language of Section 7 --- which became Section 4 of the final --- that an LLC member's offer under the "buy-sell" was to be accompanied by an appraiser's appraisal. ⁸ Similarly, the Arbitrator has not considered any other instance in which Mr. Bidsal contended that he allegedly had appraisal rights.

--- the preponderance of the evidence is that Mr. Bidsal's \$5 million conveyed "best estimate" of Green Valley's value in his Section 4.2-compliant offer was the product of careful analysis and forethought and not error -- that is until Mr. Bidsal was informed of CLA's acceptance of his offer and Section 4.2 election to buy, rather than sell, a 50% Membership Interest based on Mr. Bidsal's \$5 million valuation of the Company. It was only on August 5, 2017, in express "response to your August 3, 2017 letter relating to the Membership Interest in Green Valley Commerce, LLC" --- that Mr. Bidsal for the first time invoke[d] a purported right to establish the FMV by appraisal" "in accordance with Article V, Section 4 of the Company's Operating Agreement."

21. Mr. Bidsal has not sustained his burden of proof under his counterclaim, and is not entitled to any relief thereunder.

22. CLA's motion for reconsideration of the Arbitrator's sustaining Mr. Bidsal's objections to the admission of Exhibit 39 has been denied. Exhibit 39 is not in evidence, and CLA's reference to that exhibit in briefing other than whether or not that exhibit should be in evidence has not been considered.

A. The apparent primary purpose of CLA's attempt to introduce Exhibit 39 into evidence was to establish so-called "pattern evidence" of the parties' intent to include a "forced buy-sell" in the contract over which the parties are in dispute in this arbitration.⁸ CLA's stated or ostensible --- but, the Arbitrator believes, secondary --- purpose in attempting to introduce Exhibit 39 is impeachment. Both efforts by CLA fail for the following reasons.

B. There is no contractual specification or limitation on the Arbitrator's broad authority and discretion conferred by operative JAMS Comprehensive Arbitration Rules, specifically Rule 22(d), to make evidentiary rulings and decisions --- including concerning the admission or exclusion of Exhibit 39.

C. Pattern evidence generally requires more than one instance of the alleged pattern --- which in this case is limited to one instance, which is an operating agreement of an unrelated entity, to which Mr. Bidsal was not a party, concerning an unrelated property, and a dispute in another arbitration, details of which bearing on Exhibit 39 the Arbitrator sought to avoid getting into during hearing in this arbitration. Those factors sufficiently weakened CLA's argument that the proffered "pattern evidence" that Mr. Bidsal's prior inclusion of a "buy-sell" provision agreed to by him in the other operating agreement (Exhibit 39)

⁸ Similarly, the Arbitrator has not considered any other instance in which Mr. Bidsal contended that he allegedly had appraisal rights.

raises an inference that he similarly agreed to a "forced" buy-sell in the Green Valley Operating Agreement.

D. Exhibit 39 was not produced by CLA to Mr. Bidsal, prior to its attempted introduction during the June 28, 2018 Merits Hearing evidentiary session. CLA's only justification for its non-production was that Exhibit 39, as documentation used for impeachment, only, need not be produced or identified, prior to attempted use for that limited purpose during hearing. With respect, the Arbitrator has not been persuaded that Exhibit 39 was withheld from production solely for impeachment at hearing.

24. Paragraph 1 of the relief granted to CLA in this Final Award contains the following language:

"Within ten (10) days of the issuance of the final award in this arbitration, Respondent Sharam Bidsal also known as Shawn Bidsal ("Mr. Bidsal") shall (A) transfer his fifty percent (50%) Membership Interest in Green Valley Commerce, LLC ("Green Valley"), free and clear of all liens and encumbrances, to Claimant CLA Properties, LLC, at a price computed via the contractual formula set forth in Section 4.2 of the Green Valley Operating Agreement with the "FMV" portion of the formula fixed as Five Million Dollars and No Cents (\$5,000,000.00) and, further, (B) execute and deliver any and all documents necessary to effectuate such sale and transfer."

Mr. Bidsal's obligation to transfer his 50% interest to CLA pursuant to Section 4.1 of the Green Valley Operating Agreement's, as well as CLA's request for relief in its arbitration demand, necessarily imply and contemplate that the subject interest at the time of transfer must be "free and clear of all liens and encumbrances" --- as the price for that interest under Section 4.1 is to be calculated on the same --- plus via means and within a time after a final arbitration award is issued, by which Mr. Bidsal must effect and complete that transfer --- here, within ten (10) days of the issuance of the final award, pursuant to the execution and delivery of all documents necessary to effectuate the sale and transfer of Mr. Bidsal's 50% interest in Green Valley, LLC.

IV

ATTORNEYS' FEES AND COSTS

25. Having been determined the prevailing party on the merits of the parties' contentions in this Merits Hearing, CLA is entitled to recover its attorneys' fees, costs and expenses as provided under Article III, Section 14.1 of the Green Valley Operating Agreement, which provides, in pertinent part that "at the conclusion of the arbitration, the arbitrator shall award the costs and

expenses (including the cost of the arbitration previously advanced and the fees and expenses of attorneys, accountants, and other experts) to the prevailing party."

26. The Arbitrator has carefully considered and weighed the evidence and other written submissions of the parties in connection with CLA's Section 14.1 attorneys' fees and costs application --- including weighing and consideration of the so-called Brunzell factors, under Nevada law⁹ --- and has determined that CLA should be awarded \$298,256.900, as and for contractual prevailing party attorneys' fees and costs and expenses reasonably incurred in connection with this arbitration.

27. The \$298,256.00 amount to be awarded to CLA against Mr. Bidsal, as and for contractual prevailing party attorneys' fees and costs, has been computed as follows.

A. The full amount of CLA's requested attorneys' fees and costs through September 5, 2018, which is the last date of billed services rendered and costs and expenses incurred, per CLA's October 30, 2018 application for attorneys' fees and costs is \$266,239.82.¹⁰

B. The full amount of additional requested attorneys' fees and costs through February 28, 2019, per CLA's supplemental application for attorneys' fees and costs (denominated, "Additional Presentation") is \$52,238.67.

C. CLA's share of Arbitrator's compensation and JAMS management fees and expenses since the last JAMS invoice of 12/19/2018 submitted by CLA's counsel in its Additional Presentation --- including the Arbitrator's time since last JAMS billing to the date of the rendering of this Final Award --- is \$6,295.00.

D. The aggregate of the sum of those amounts --- i.e., \$324,773.49 -- should and will be reduced by \$26,517.26, computed as follows: (1) \$13,158.63, representing CLA's attorneys' fees and costs billed in connection with CLA's unsuccessful Rule 18 cross-motion (but not CLA's successful defense of Mr. Bidsal's Rule 18 cross-motion, in the amount of \$11,800.00), (2) \$12,000.00, representing a discretionary downward adjustment of CLA's attorneys' fees reasonably incurred, primarily after September 5, 2018, based on the Arbitrator's

⁹ Brunzell v. Golden Gate Nat'l Bank, 85 Nev. 345 (1969) ("Brunzell").

¹⁰ The full amount of CLA's requested attorneys' fees and costs through September 5, 2018 has been corrected to \$266,239.92 from \$249,078.75, the figure set forth in Paragraph 3 of Section V of the Interim Award.

Careful consideration of CLA's initial application and Additional Presentations and Mr. Bidsal's objections to CLA's requested attorneys' fees, exclusive of his Rule 18 objection (which is covered under item (A), above), and (3) \$1,358.63, as and for Mr. Golshani's Las Vegas-related expenses in connection with this arbitration.

After weighing and considering all relevant considerations and in the exercise of the Arbitrator's discretion ---- the Arbitrator has determined that not all of that billed additional attorney and paralegal time can or should be included in the Final Award and that the ultimate amount to be awarded in this Final Award is correct and appropriate in the circumstances.

The discretionary downward adjustment of \$12,000.00 from CLA's approximately \$41,000.00 additional attorneys' fees requested since issuance of the Interim Award should not be interpreted as any direct or indirect criticism of CLA's counsel's decision-making and tasking at any time during this arbitration --- especially given that substantial attorney time appears to have been prompted by Mr. Bidsal's submissions, throughout this arbitration, as also determined below and elsewhere in this Final Award.

28. A principal determination in connection with CLA's application is that the main reason for the attorneys' fees and related costs being of the magnitude sought by CLA is that Mr. Bidsal, not CLA, was the principal cause and driver of those costs. Notwithstanding that Mr. Bidsal selected the attorney who drew the Operating Agreement (Mr. LeGrand), and that Mr. Bidsal had a key role in determining what became the "signed-off" Section 4 contractual provision which has been at the "core" of the parties' dispute, and notwithstanding the parties' specific contractual Section 4.2 "specific intent" and all the other reasons set out above (as in Par. 20(A) through (H), above), Mr. Bidsal's resistance to complying with his obligations included his conducting a "no holds barred" litigation over the "core" dispute over Section 4 contractual interpretation were the main drivers of the high costs of this litigation. "Parties who litigate with no hold barred in cases such as this, in which the prevailing party is entitled to a fee award, assume the risk they will have to reimburse the excessive expenses they force upon their adversaries."¹¹ --- requiring an arbitration involving attorney-intensive discovery and review of earlier drafts of the Operating Agreement, deposition and hearing testimony of Mr. LeGrand, attorney time to oppose Mr. Bidsal's motion to stay the arbitration and then to develop and demonstrate to the Arbitrator by testimony (including cross-

¹¹ *Stokus v. Marsh*, 295 Cal.App3d 647, 653-654 (1990). Mr. Bidsal earlier on conceded that "although Nevada law controls, Nevada courts do consider California cases if they assist with the interpretation." January 8, 2018 Bidsal Opening Brief, at p. 7. Mr. Bidsal's objections to attorneys' fees cite California, as well as Nevada cases.

examination) and extensive briefing why Mr. Bidsal's position, exhibits (e.g., Exhibit 351) and contentions concerning his claimed right of appraisal, in lieu of a \$5 million "FMV", did not have merit — were the main drivers of the high costs of this litigation, also knowing of the Section 14.1 consequences, if and as he has lost his unavailing fight for an unavailable rights of appraisal. CLA was required to have two senior attorneys (i.e., Rodney Lewin, Esq. and Louis Garfinkel, Esq.) because — while Mr. Lewin, was CLA's lead counsel — he is not admitted in Nevada, whose law governed the "core" Section 4.2 provision, as well as the Section 14.1 "prevailing party" attorneys' fees and costs provision — and Mr. Garfinkel is admitted in Nevada and, further attended the deposition of Mr. LeGrand, which was taken in Nevada. It is also material that there was a symmetry in representation between the teams representing the parties. Mr. Bidsal was represented in this arbitration by three attorneys (Messrs. Shapiro and Herbert (NV) and Mr. Goodkin (CA), two of whom appeared for each deposition.

The applicability of Nevada substantive law and the provision for a Nevada venue for the Merits Hearing evidentiary sessions does not require or, without more, persuade the Arbitrator that Las Vegas, Nevada rates should be a "cap" or "prevailing market" hourly rate for purposes of determining the reasonable attorney's fees of a Section 14.1 prevailing party in this arbitration. Mr. Bidsal has not cited any case so requiring or that Las Vegas is the sole relevant legal market, regardless, for determining reasonable hourly rates for legal services.¹² Both sides had Southern California counsel, as well as Nevada counsel, as part of their trial teams and Messrs. Bidsal and Golshami are residents of Southern California. While the Arbitration Demand stated that the arbitration should be held in Las Vegas, it was at Mr. Bidsal's behest, later, that the Merits Hearing evidentiary sessions were held in Las Vegas, rather than in Southern California.

In the circumstances of this hotly contested case, and with the Arbitrator being familiar with prevailing hourly rates for legal services in both Las Vegas and Southern California, the \$475/hr, with 42 years experience, and \$395/hr for 60 years experience for Messrs Lewis and Agay and Mr. Garfinkel's rate of \$375/hr for 30 years experience, were reasonable,¹³ as were their billed hours of service, in the circumstances.¹⁴ That is so notwithstanding the

¹² But see Reazin v. Blue Cross & Shield, 899 F.2d 951, 983 (10th Cir. 1990) (affirmance of district court award attorneys' fees award, including based on out-of-state (Jones Day) hourly rates which exceeded those of local (Wichita) attorneys).

¹³ The hourly rates of Messrs. Lewin and Agay are below comparable Southern California prevailing hourly rates for comparable legal services and relevant experience.

¹⁴ That is so, particularly after a pre-application downward adjustment of approximately \$28,000 in the amount of CLA's billed attorneys' fees.

considerable cross-traffic of briefing which, in the circumstances, appears to have been largely unavoidable, as well as, on balance, helpful to the Arbitrator, and thus, should not be the subject of penalty (including denial of prevailing party recovery).

However, under the authority of Nevada law -- in contrast to California law and, generally, law elsewhere --- CLA is not entitled to its attorneys' fees and costs incurred in connection with its Rule 18 cross-motion which --- along with Mr. Bidsal's cross-motion --- was denied. Barney v. Mt. Rose Heating & Air Conditioning, 192 P.2d 730, 726-737 (2008). As CLA's attorneys' fees in connection with the cross-motions in the amount of approximately \$23,600 cannot meaningfully or cost-effectively be segregated by cross-motion, the Arbitrator has determined that one half of that amount --- i.e., \$11,800 --- should not and will not include CLA's Rule 18 fees and costs incurred as part of CLA's awardable prevailing party fees and costs. In addition, Mr. Golshani's Las Vegas-related travel and accommodation expenses of \$1,358.63 will also not be included as recoverable legal fees or costs.

Both sides have waived any objection which they had or may have had to a more detailed (e.g., factor-by-factor) and/or full-bodied analysis or discussion of the Bunzell factors in this Final Award or in the Interim Award. That is because neither side submitted any request for any such analysis or discussion, timely or at all, for inclusion of the same in this Final Award, after having been expressly afforded the opportunity to make such a request by February 28, 2019, 4:00 p.m. in the 7th subparagraph of Paragraph 23 of the Interim Award --- expressly subject to waiver of objection under JAMS Comprehensive Arbitration Rule 27(b) (Waiver) for failure to timely make such a request.¹⁵

////

In addition, the relative amounts of total hours billed among CLA's counsel and a paralegal appear for this engagement to be in balance.

¹⁵ The 7th subparagraph of Paragraph 23 of the Interim Award, at p. 19 thereof, states as follows:

"Upon receipt of written request by either side, by February 28, 2019, 4:00 p.m. (PT), the Arbitrator will consider preparing and including in the final award a more detailed explanation, including via Brunzell factor-by-factor analysis. If neither side timely requests a more full-bodied analysis and/or discussion of the Brunzell factors than the salient factors and considerations hereinabove set forth, any subsequent objection based on Brunzell should and will be deemed waived. See JAMS Comprehensive Arbitration Rule 27(b) (Waiver)."

V
RELIEF GRANTED AND DENIED

Based on careful consideration of the evidence adduced during and following the evidentiary hearings held to date, and the determinations hereinabove set forth, and applicable law, and good cause appearing, and subject to further modification as permitted by law and JAMS Comprehensive Arbitration Rules and Procedures, the Arbitrator hereby grants and denies relief in this Final Award, and it is adjudged and decreed, as follows:

1. Within ten (10) days of the issuance of this Final Award, Respondent Sharam Bidsal also known as Shawn Bidsal ("Mr. Bidsal") shall (A) transfer his fifty percent (50%) Membership Interest in Green Valley Commerce, LLC ("Green Valley"), free and clear of all liens and encumbrances, to Claimant CLA Properties, LLC, at a price computed in accordance with the contractual formula set forth in Section 4.2 of the Green Valley Operating Agreement, with the "FMV" portion of the formula fixed as Five Million Dollars and No Cents (\$5,000,000.00) and, further, (B) execute any and all documents necessary to effectuate such sale and transfer.

2. Mr. Bidsal shall take nothing by his Counterclaim.

3. As the prevailing party on the merits, CLA shall recover from Mr. Bidsal the sum and amount of \$298,256.00, as and for contractual attorneys' fees and costs reasonably incurred in connection with this arbitration.

4. Except as permitted under JAMS Comprehensive Arbitration Rule 24, neither side may file or serve any further written submissions, without the prior written permission of the Arbitrator. See JAMS Comprehensive Rule 29.

5. To the extent, if any, that there is any inconsistency and/or material variance between anything in this Final Award and the Interim Award, Merits Order No. 1 and/or any other prior order or ruling of the Arbitrator, this Final Award shall govern and prevail in each and every such instance.

/////

/////

/////

6. This Final Award resolves all claims, affirmative defenses, requests for relief (including requests for reconsideration) and all principal issues and contentions between the parties to this arbitration.

Except as expressly granted in this Final Award, all claims and requests for relief, as between the parties to this arbitration, are hereby denied.



Dated: April 5, 2019

STEPHEN E. HABERFELD
Arbitrator

PROOF OF SERVICE BY EMAIL & U.S. MAIL

Re: CLA Properties, LLC vs. Bidsal, Shawn
Reference No. 1260004569

I, Anne Lieu, not a party to the within action, hereby declare that on April 05, 2019, I served the attached Final Award on the parties in the within action by Email and by depositing true copies thereof enclosed in sealed envelopes with postage thereon fully prepaid, in the United States Mail, at Los Angeles, CALIFORNIA, addressed as follows:


Rodney T. Lewin Esq.
L/O Rodney T. Lewin
8665 Wilshire Blvd.
Suite 210
Beverly Hills, CA 90211
Phone: 310-659-6771
rod@rtlewin.com
Parties Represented:
CLA Properties, LLC

James E. Shapiro Esq.
Sheldon A. Herbert Esq.
Smith & Shapiro
3333 E Serene Ave.
Suite 130
Henderson, NV 89074
Phone: 702-318-5033
jshapiro@smithshapiro.com
sherbert@smithshapiro.com
Parties Represented:
Shawn Bidsal

Louis E. Garfinkel Esq.
Levine Garfinkel Eckersley & Angioni
1671 W. Horizon Ridge Parkway
Suite 230
Henderson, NV 89102
Phone: 702-735-0451
lgarfinkel@lgkattorneys.com
Parties Represented:
CLA Properties, LLC

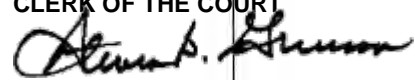
Daniel Goodkin Esq.
Goodkin & Lynch
1875 Century Park East
Suite 1860
Los Angeles, CA 90067
Phone: 310-853-5730
dgoodkin@goodkinlynch.com
Parties Represented:
Shawn Bidsal

I declare under penalty of perjury the foregoing to be true and correct. Executed at Los Angeles, CALIFORNIA on April 05, 2019.


Anne Lieu
alieu@jamsadr.com

EXH. 3

Electronically Filed
12/6/2019 8:49 AM
Steven D. Grierson
CLERK OF THE COURT



1 **ORDR**

2 DISTRICT COURT

3 CLARK COUNTY, NEVADA

4
5
6 IN THE MATTER OF THE PETITION OF
7 CLA PROPERTIES LLC

Case No.: A-19-795188-P
Dept. No.: XXXI

8 **ORDER GRANTING PETITION FOR**
9 **CONFIRMATION OF ARBITRATION**
10 **AWARD AND ENTRY OF JUDGMENT**
11 **AND DENYING RESPONDENT'S**
12 **OPPOSITION AND**
13 **COUNTERPETITION TO VACATE**
14 **THE ARBITRATOR'S AWARD**

15 This matter came on for hearing for Petitioner's Confirmation of Arbitration Award
16 and Entry of Judgement and Respondent's Opposition to CLA's Petition for
17 Confirmation of Arbitration Award and Entry of Judgement and Counterpetition to
18 Vacate Arbitration Award, on November 12, 2019. Present at the hearing was, Louis E.
19 Garfinkel Esq. for Petitioner; and James E. Shapiro, Esq. for Respondent. Respondent
20 Shawn Bidsal was also present.

21 The issues before the Court were whether the Award in favor of Petitioner should
22 be upheld or whether the Arbitrator erroneously interpreted Section 4.2 of the Green
23 Valley Operating Agreement and thus the Award should be vacated.

24 **I. PROCEDURAL AND FACTUAL BACKGROUND**

25 CLA Properties, LLC (Petitioner or CLA) and Shawn Bidsal (Respondent or Mr.
26 Bidsal) were the sole members of Green Valley, LLC (Green Valley), a Nevada limited
27

28 **APPENDIX (PX)002285**

1 liability company, which owns and manages real property in Las Vegas, Nevada. CLA
2 Properties, LLC is solely owned by its principal Benjamin Golshani (Mr. Golshani).
3 Petitioner and Respondent each owned a 50% membership interest in Green Valley.

4 It is undisputed that Mr. Golshani on behalf of CLA, along with Respondent
5 executed an Operating Agreement for Green Valley (Operating Agreement) on June 15,
6 2011. Section 4 of Article 5 (Section 4) of the Operating Agreement contained
7 provisions regarding how the membership interest of one member could be purchased
8 and/or sold to the other member. The Operating Agreement allows members to initiate
9 the purchase or sale of one member's interest by the other. These provisions were
10 drafted by third party attorney, David LeGrand, and then were modifications made.
11 More specifically, Section 4 allowed the offering member to buy out the remaining
12 member at a price based upon a valuation of the fair market value of Green Valley. It is
13 then that the remaining member is given the option to buy or sell pursuant to the
14 valuation or demand an appraisal.
15

16
17 Section 4 of Article V commences on page 10 and the relevant
18 portions read as follows:
19

20 **Section 4. Purchase or Sell Right among Members.**

21 In the event that a Member is willing to purchase the Remaining
22 Member's Interest in the Company then the procedures and terms
23 of Section 4.2. shall apply.

24 **Section 4.1 Definitions.**

25 Offering Member means the member who offers to purchase the
26 membership Interest(s) of the Remaining Member(s). "Remaining
27 members" means the Members who received an offer (from
28 Offering Member) to sell their shares.

"COP" means the cost of purchase" as it is specified in the
escrow closing statement at the time of purchase of each
property owned by the Company.

"Seller" means the Member that accepts the offer to sell his or its Membership Interest.

"FMV" means "fair market value" obtained as specified in section 4.2

Section 4.2 Purchase or Sell Procedure.

Any Member ("Offering Member") may give notice to the Remaining Member(s) that he or it is ready, willing and able to purchase the Remaining Members' Interests for a price the Offering Member thinks is the fair market value. The terms to be all cash and close escrow within 30 days of the acceptance.

If the offered price is not acceptable to the Remaining Member(s), within 30 days of receiving the offer, the Remaining Members (or any of them) can request to establish FMV based on the following procedure. The Remaining Member(s) must provide the Offering Member the complete information of 2 MIA appraisers. The Offering Member must pick one of the appraiser to appraise the property and furnish a copy to all Members. The Offering Member also must provide the Remaining Member with the complete information of 2 MIA approved appraiser. The Remaining Member must pick one of the appraiser to appraise the property and furnish a copy to all Members. The medium of these 2 appraisals constitute the fair market value of the property which is called (FMV).

The Offering Member has the option to offer to purchase the Remaining Member's share at FMV as determined by Section 4.2, based on the following formula.

$(FMV - COP) \times 0.5$ plus capital contribution of the Remaining Member(s) at the time of purchasing the property minus prorated liabilities.

The Remaining Member(s) shall have 30 days within which to respond in writing to the Offering Member by either

- (i) Accepting the Offering Member's purchase offer, or,
- (ii) Rejecting the purchase offer and making a counteroffer to purchase the interest of the Offering Member based upon the same fair market value (FMV) according to the following formula....

On July 7, 2017, Respondent sent Petitioner a written offer to buy Petitioner's 50% membership interest based on an estimate valuation of \$5 million. On August 3, 2017, Petitioner instead elected to buy Respondent's 50% membership interest based on the \$5 million valuation and without an appraisal. On August 7, 2019, Respondent

Article III, Section 14.1 of the Operating Agreement of Green Valley is entitled "Dispute Resolution" and contains an arbitration provision whereby the parties agreed the dispute would be resolved exclusively by arbitration. Section 14.1 states in pertinent part:

If the representatives do not agree upon a decision within thirty (30) calendar days after reference of the matter to them, any controversy, dispute or claim arising out of or relating in any way to this Agreement or the transaction arising hereunder shall be settled exclusively by arbitration in the City of Las Vegas, Nevada. Such arbitration shall be administered by JAMS in accordance with its then prevailing expedited rules, by one independent and impartial arbitrator selected in accordance with such rules. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. § 1, *et seq.* . . . The award rendered by the arbitrator shall be final and not subject to judicial review and judgment thereon may be entered in any court of competent jurisdiction. The decision of the arbitrator shall be in writing and shall set forth findings of fact and conclusions of law to the extent applicable.

11A.App.2505

1 Arbitrator Stephen E. Haberfeld (Arbitrator) was appointed in JAMS Arbitration
2 Number 1260004569. On April 5, 2019, the Arbitrator entered the Award in favor of
3 Petitioner and ordered Respondent to transfer his 50% membership interest in Green
4 Valley to Petitioner, free and clear of all liens and encumbrances. Further, the Award
5 ordered the transfer by sale at a price computed at \$5 million, in accordance with
6 Section 4. Lastly, the Award granted Petitioner \$298,256.00 plus attorneys' fees and
7 costs. Conversely, Respondent was awarded nothing on the counterclaim.
8

9 On May 21, 2019, Petitioner filed the Petition for Confirmation of Arbitration
10 Award and Entry of Judgment, which asserted that Respondent failed to comply with the
11 Arbitrator's Award. On July 15, 2019, Respondent filed an Opposition to CLA's Petition
12 for Confirmation of Arbitration Award and Entry of Judgment and Counterpetition to
13 Vacate Arbitration Award.
14

15 Petitioner argued that Respondent is required to transfer his fifty (50%) percent
16 Membership Interest in Green Valley Commerce, LLC (Green Valley), free and clear of
17 all liens and encumbrances, to CLA Properties, LLC. Petitioner further argued the price
18 is specifically to be computed pursuant to Section 4.2 of the Operating Agreement, and
19 with the Fair Market Value portion of the formula fixed as five million dollars. Petitioner
20 contends that the ruling of the Arbitrator both as to the sale price and the attorney fees
21 awarded is correct and should be affirmed.
22

23 Respondent argued the Court should vacate the Award because the Arbitrator
24 interpreted Section 4.2 of the Operating Agreement as a "forced buy-sell" agreement.
25 Further, Respondent disagrees with the Arbitrator's findings that the subject contract
26 provision was drafted by Respondent, rather than third-party, David LeGrand. Lastly,
27
28

1 Respondent contends the Arbitrator exceeded his authority by ignoring the plain
2 language definition of "FMV" (fair market value), as stated in the Operating Agreement.

3 The parties also litigated this matter in Federal Court. On April 9, 2019,
4 Respondent filed a Motion to Vacate an Arbitration Award in United States District
5 Court, District of Nevada. On April 25, 2019, Petitioner filed a Motion to Dismiss for
6 Lack of Subject Matter Jurisdiction. On June 24, 2019, the United States District Court,
7 District of Nevada, granted Petitioner's Motion to Dismiss because the case did not
8 present a federal question. Petitioner filed the present action with the Court.
9
10

11 II. ANALYSIS

12 At the November 12, 2019 hearing, the parties agreed that this Court has
13 jurisdiction to review the Arbitrator's Award pursuant to Nevada Revised Statute
14 38.244(2). Moreover, the parties agreed the Court's decision to vacate the Award is
15 properly governed by United States Arbitration Act, 9 U.S.C. § 9. Respondent also
16 analyzed the Motions pursuant to Nevada Revised Statute 38. The parties further
17 agreed that regardless if the Court utilized the federal or state standard, the result would
18 be the same. The dispute is whether the Court should affirm or vacate the Arbitrator's
19 award.
20
21

22 Having reviewed the papers and pleadings on file herein, including, but not
23 limited to, exhibits and affidavits; having heard oral arguments of the parties in excess
24 of ninety minutes, the Court finds that the Arbitration award should be affirmed. The
25 language of the Operating Agreement supports the decision of Arbitrator Haberfeld. (Ex.
26 MM, App 1088). The Court finds that Arbitrator Haberfeld's analysis that the offering
27
28

1 member does not have a right to an appraisal in the instant scenario is supported by the
2 language of the Operating Agreement and the testimony of the witnesses including that
3 of David LeGrand as well as the other evidence presented.

4 Although Respondent contends that the Arbitrator interpreted Section 4.2 of the
5 Operating Agreement as a "forced buy-sell" agreement, the decision sets forth that the
6 labeling of the Agreement was not the controlling factor, but instead it was the language
7 of the Agreement as supported by the evidence presented at the Arbitration. The fact
8 that the final provision in the Agreement was not the same language initially drafted by
9 Mr. LeGrand has not been shown by Respondent to merit setting aside the Arbitrator's
10 findings under either the federal or state standards. Further, the Arbitrator said that his
11 decision would be the same, even if Mr. Golshani had been the draftsman. See, e.g.,
12 17 of Ex. MM pg 9, APP 1088 at 1097. Thus, whether both parties modified the
13 language in some respect or if Respondent's position is adopted that it was only Mr.
14 Golshani, the outcome is the same—there was not sufficient evidence that the
15 Arbitrator's decision should be vacated based on his interpretation of who drafted
16 the provision.

17 Further, while Respondent contends the Arbitrator exceeded his authority by
18 ignoring the plain language definition of "FMV" (fair market value), as stated in the
19 Operating Agreement, there is insufficient support or evidence to support that
20 contention. Instead, Arbitrator's Haberfeld's decision clearly articulates the evidence he
21 relied on in making his decision and he supported that decision to the extent necessary
22 to have it affirmed both under state and federal law. While Respondent disagrees with
23 the decision, he has not established pursuant to the plethora of case law cited in both
24
25
26
27
28


IT IS HEREBY ORDERED, ADJUDGED, and DECREED that pursuant to the Operating Agreement, 9 U.S.C. § 9 and Nevada Revised Statute 38.244(2), Petitioner's Confirmation of Arbitration Award and Entry of Judgement is GRANTED. Accordingly, the Court ORDERS Judgment in favor of Petitioner CLA Properties, LLC and against Respondent Shawn Bidsal in accordance with the Award, confirming that Bidsal shall take nothing by his Counterclaim and ordering Bidsal to:

A. Within fourteen (14) days of the Judgment, (A) transfer his fifty percent (50%) Membership Interest in Green Valley Commerce, LLC ("Green Valley"), free and clear of all liens and encumbrances, to CLA Properties, LLC, at a price computed in accordance with the contractual formula set forth in Section 4.2 of the Green Valley Operating Agreement, with the "FMV" portion of the formula fixed as Five Million Dollars and No Cents (\$5,000,000.00) and, further, (B) execute any and all documents necessary to effectuate such sale and transfer.

B. Pay CLA as the prevailing party on the merits of the Arbitration Claim, the sum awarded by the Arbitrator. Specifically, CLA shall recover from Bidsal the sum and amount of \$298,256.00 plus interest from April 5, 2019 at the

IT IS FURTHER ORDERED ADJUDGED, and DECREED that Respondent's Opposition to CLA's Petition for Confirmation of Arbitration Award and Entry of Judgment and Counterpetition to Vacate Arbitration Award is **DENIED**.¹

Dated this 5th day of December, 2019.


JOANNA S. KISHNER
DISTRICT COURT JUDGE

¹ Any request for fees and/or costs for the present action before the state District Court is not presently before the Court and thus, if any request were to be made it would need to be by separate Motion.

10/11/2011
 10/11/2011
 10/11/2011

I hereby certify that on or about the date filed, a copy of this Order was provided to all counsel, and/or parties listed below via one, or more, of the following manners: via email, via facsimile, via US mail, via Electronic Service if the Attorney/Party has signed up for Electronic Service, and/or a copy of this Order was placed in the attorney's file located at the Regional Justice Center:

James E. Shapiro, Esq.
2400 SAINT ROSE PKWY, STE. 220
HENDERSON, NV. 89074

for Tracy Cordoba
TRACY CORDOBA
JUDICIAL EXECUTIVE ASSISTANT

EXH. 4



James E. Shapiro, Esq.
jshapiro@smithshapiro.com

July 7, 2017

Via first class U.S. Mail & certified U.S. Mail to:

CLA Properties, LLC
Attn: Benjamin Golshani
2801 S. Main St.
Los Angeles, CA 90007

RE: Green Valley Commerce, LLC, a Nevada limited liability company

OFFER TO PURCHASE MEMBERSHIP INTEREST

Dear Mr. Golshani,

By this letter, SHAWN BIDSAL (the "Offering Member"), owner of Fifty Percent (50%) of the outstanding Membership Interest in Green Valley Commerce, LLC, a Nevada limited liability company (the "Company") does hereby formally offer to purchase CLA Properties, LLC's (the "Remaining Member") Fifty Percent (50%) of the outstanding Membership Interest in the Company pursuant to and on the terms and conditions set forth in Section 4 of Article V of the Company's Operating Agreement.

The Offering Member's best estimate of the current fair market value of the Company is \$5,000,000.00 (the "FMV"). Unless contested in accordance with the provisions of Section 4.2 of Article V of the Operating Agreement, the forgoing FMV shall be used to calculate the purchase price of the Membership Interest to be sold.

Upon receipt of this notice, the Remaining Member has certain rights and obligations, as set forth in Section 4.2 of Article V of the Operating Agreement. This notice shall trigger the time periods and procedures set forth therein.

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

SMITH & SHAPIRO, PLLC

James E. Shapiro, Esq.

cc: Shawn Bidsal

smithshapiro.com

J:\15428\2017.Green Valley Commerce LLC\Itc.CLA Properties.2017-07-07.(Offer to Purchase).docx

Mail 2520 St. Rose Parkway, Suite 220 Henderson, NV 89074
Web 2915 Lake East Drive Las Vegas, NV 89117

Office 702.318.5033
Fax 702.318.5034

EXHIBIT

EXH. 5

CLA PROPERTIES, LLC
2801 S. Main Street, Los Angeles, CA 90007

August 3, 2017

Via Fed Ex and U.S. Mail and Email

Shahram "Shawn" Bidsal
 14039 Sherman Way Boulevard
 Suite 201
 Van Nuys, California 91405

Re: Green Valley Commerce, LLC, a Nevada Limited Liability Company

CLA's Election to Purchase Membership Interest


Dear Shawn:

By this letter, CLA Properties, LLC, the owner of 50% of the outstanding membership interest in Green Valley Commerce, LLC, a Nevada limited liability company (the "Company"), in response to your July 7, 2017 Offer To Purchase Membership Interest, hereby in accordance with section 4, Article v of the agreement, elects and exercises its option to purchase your 50% membership interest in the Company on the terms set forth in the July 7, 2017 letter based on your \$5,000,000.00 valuation of the Company. The purchase will be all cash, with escrow to close within 30 days from the date hereof. We will contact you regarding setting up the escrow. I trust that there has not been any distribution of the cash on hand that I have not approved of (either before or after July 7, 2017), nor should there be any such distributions, nor should any agreements be entered into, including any sale agreements, without CLA's written consent.

Thank you.

Sincerely,

CLA Properties, LLC

By 
 Benjamin Golshani, Manager

cc: James E. Shapiro, Esq.
 Smith & Shapiro
 2520 St. Rose Parkway, Suite 220
 Henderson, NV 89074

CLA 0 210

EXH. 6

From: shawn bidsal
Sent: 7/28/2017 10:12:13 AM
To: ben@claproperties.com;Henry Manabat
Subject: Re: Buy outs of Green Valley Commerce and Mission Square

ben and Henry (Henry, please email ben all the leases and rent roll for green valley commerce and green way)

the roofs on green valley commerce property is very old, we have been patching them as needed, it ultimately would need a new roof.

the other systems such as HVAC are mostly original and old, we have not put any new ac on this property, only repaired the existing ones. at one point,

you need to change them. unit g72 needs a complete remodel to get a tenant in.

the wall separating the property on the back is broken and settled, it needs to be demolished and rebuilt.

on green way, we just finished doing a slurry and striping of the parking lot, and i approved a \$500 general cleaning, graffiti removal and other maintenance.

as i emiled you before, the dance studio who occupied several suites in building A at green valley commerce moved out without notice, so we have filed a law suit against her. the rest of tenants will let us know when we get closer to their lease expiration, we do not know who will stay or move out.

you have copies of all the leases and rent roll which was send a while ago in DEC 2016 and July, 20, 2017 to lita, however henry will send it again today,

we have interest for unit h84, by email but they have not filled out lease application yet.

no law suits threatened or pending against llc, however we are suiting the dance studio for rent,

all bills are current on the normal course of business,

Shawn Bidsal
West Coast Investments Inc
14039 Sherman Way, Suite 201
Van Nuys CA 91405
818-901-8800 p
818-901-8877 f

On Friday, July 28, 2017 9:12 AM, "ben@claproperties.com" <ben@claproperties.com> wrote:

Shawn, we are getting the information you requested and will send it to you today.

I have some questions regarding The green valley Commerce which owns Green valley and Greenway properties as follow:

In either Green Valley complex or Greenway, is there any deferred maintenance or significant repairs that are upcoming or needed, such as, for example, the roof or HVAC system?

Are any tenants in default under their leases? Would you forward me copies of the leases or if we have a lease summary?

I have seen that many leases are terminating next year. I was wondering if any of the tenants have informed you that they will leave or stay? Have you received any interest from any possible new tenants?

Are there currently any lawsuits pending or threatened against the LLC or properties?

Are there any outstanding contracts over \$1000?

Thank you in advance.

Ben

From: shawn bidsal [mailto:wcico@yahoo.com]
Sent: Thursday, July 27, 2017 12:43 PM
To: Lita <lita@gollc.com>; GOLLLC <ben@gollc.com>
Subject:

lita and ben

please provide all the initial wires for capital contribution
for green valley commerce purchase,

Shawn Bidsal

West Coast Investments Inc
14039 Sherman Way, Suite 201
Van Nuys CA 91405
818-901-8800 p
818-901-8877 f

EXH. 7

From: ben@claproperties.com
Sent: 1/1/2019 10:19:15 PM
To: 'shawn bidsal'
Subject: RE: Financials and deferring maintenance

Shawn, thank you for the last year's FS. Please also send me the 3rd quarter financial for 2018.

Please send me the current rent roll and the information of the firms who are providing service for this property. I like to contact them pecially for the trees and landscaping.

On July of 2017, you sent me a list of the differed maintenance in Green Valley. I was wondering if they have taken care of those differed maintenance as you mentioned bellow. If not, I like to start repairing them. I am hiring an inspector to give us a professional report of the condition of the property. Regarding contacting the tenants, although the case may or may not be finished, we need to still inform the tenants that there is a buyout going and that the deferred maintenances are going to be repaired soon. Taking care of the maintenance has nothing to do with the case being finished

I visited the Greenway property and learned that many of the tenants have left. Some of the interior of the suits were torn and left on the floor. I like to know what the situation is in the Green Way. Please send me the rent roll.

Ben

From: shawn bidsal <wcico@yahoo.com>
Sent: Saturday, December 15, 2018 9:20 AM
To: ben@claproperties.com
Subject: Re: Financials and deferring maintenance

ben

there is no deferred maintenance on landscape or the plants , every year, during winter months, plants go dormant and come back to life in spring.

regarding contacting the tenants: the green valley case is not finished, so until that time, there is no reason to contact the tenants.

i sent you the tax returns a while ago, here is the p&L for each property,

Shawn Bidsal
West Coast Investments Inc
14039 Sherman Way, Suite 201
Van Nuys CA 91405
818-901-8800 p
818-901-8877 f

On Tuesday, December 11, 2018, 7:01:37 AM PST, ben@claproperties.com <ben@claproperties.com> wrote:

Shawn, it has been brought to my attention that the trees and plants in Green Valley commerce are dying (See below pictures). I did not believe that neglecting and differing the maintenance of the property is something that you wanted. It is not to anybody's interest. Please inform me of the reason of the current situation and what can be done to save them. Although the judge has awarded us the judgment but letting the trees die is not a good practice. Your attorney has stated that you do not wish me to take over the management. How would it benefit you? You have so many other properties to worry about, why would you want to spend your valuable time on this and be responsible if it is neglected.

We have requested from you to send us the financials of The Green Valley Commerce and Country Club LLC, however, we have not received anything yet. CLA is a member and has the right to examine the records. We are already in litigation on Green Valley. I do not wish to start another case, that is why I am

writing this letter to you directly to keep this channel open to discuss and resolve simple matters that benefit both parties. As I understand the attorney's fee is going to be awarded. Your attorney has expressed that the attorney fee that you need to pay is high. One would think why would you want to run it higher? Again, I do not wish to escalate this and like to resolve these simple matters in good faith so I will wait for 5 days for your good faith response to resolve the above problems before turning it to the attorneys.

We need to contact the tenants and explain that there is a buyout. I like to also hire contractors to take over the maintenance of the properties. I like to work with you to arrange rather than have the attorneys do it. It is better for both of us.

I look forward to hearing from you and if you have any question or concerns, please contact me.

Ben

EXH. 8

From: ben@claproperties.com
Sent: 1/5/2019 8:37:58 PM
To: 'shawn bidsal'
Subject: RE: Financials and deferring maintenance

please just send me the financial statement for the 3rd quarter of 2018.

Please advise whom I should get the keys to give access to the inspector who is doing the Property condition Report.

Ben

From: shawn bidsal <wcico@yahoo.com>
Sent: Friday, January 4, 2019 3:10 PM
To: ben@claproperties.com
Subject: Re: Financials and deferring maintenance

there is no deferred maintenance on the landscape work, the new landscape company is empire landscape , atn: rich ryan at 702- 526-8345, tenants should be contacted once the case is finished, i will provide you with 2018 financials once we close the books by the end of the first quarter 2019, the rent roll is same as 2017 except the church tenant, destiny lighthouse at 70g moved out,

Shawn Bidsal
 West Coast Investments Inc
 14039 Sherman Way, Suite 201
 Van Nuys CA 91405
 818-901-8800 p
 818-901-8877 f

On Tuesday, January 1, 2019, 10:19:54 PM PST, ben@claproperties.com <ben@claproperties.com> wrote:

Shawn, thank you for the last year's FS. Please also send me the 3rd quarter financial for 2018.

EXH. 9

From: ben@claproperties.com
Sent: 2/24/2020 12:51:56 PM
To: 'shawn bidsal'
Subject: Green Valley Commerce information
Attachments: letter to Bidsal re review.turnover Final 2.doc

Dear Shawn,

I am a manager of Green Valley Commerce, LLC ("Green Valley") and the owner of member CLA Properties, LLC. You have been assuming the role of day to day manager, and indeed you testified that that was the reason you were given a much greater share of profits than your contribution to capital would have justified. But you have failed to provide me with information to which I am entitled in the above stated capacities.

Therefore, by this letter I demand you provide me with the following:

1. By March second, 2020 in writing confirm that along with my accountant, attorney or other representative all books and records of Green Valley will be made available for inspection and copying by me, my accountant, attorney or other representative inspection at the location that you are keeping the record on March 9th, 2020.
2. If notwithstanding substantial vacancy you have an explanation for discharging the leasing broker and not replacing him (other that you were attempting to harm Green Valley), Please provide same to me in writing by February 27, 2020. The pretend listing by Westcoast Investment has never been acceptable to me. It not only has not produced any results, but has caused Green Valley to loose leasing opportunities while being a conflict of interest.
3. As you have acknowledged there have been substantial repairs needed on Green Valley's properties. If there is a reason for not having completed all such repairs by now, (other than that you wanted to harm Green Valley), provide it to me in writing by February 27th, 2020.

4. I again demand that you turn over the day to day management of Green Valley to me immediately.

5. I need the keys to both properties in Henderson and Phoenix to inspect the property, start the repairs, and arrange showings to prospective tenants.

6. You need to share with me the passcode of the online banking for all the bank accounts.

7. Since we have a dispute about management, unless you want to turn management over to me, an independent third party Property managers must be hired for both properties.

8. Please provide me with the list of all the vendors and their contact information.

9. Please provide with the leasing activity for the last 2 years. I need to know what efforts you have made to lease including all advertisements, communications with prospective tenants, communications with brokers or prospective tenants, logs of the showings and any lease proposals you have made as well as any LOIs that you have received.

10. I need all the agreements and communications between you and/or Green Valley Commerce on the one hand and Westcoast Investments on the other, including any and all the listing agreements.

Benjamin Golshani