

IN THE SUPREME COURT OF THE STATE OF NEVADA

* * * * *

CLA PROPERTIES LLC, A
CALIFORNIA LIMITED LIABILITY
COMPANY,

Appellant,

vs.

SHAWN BIDSAL, AN INDIVIDUAL,

Respondent.

CLA PROPERTIES LLC, A
CALIFORNIA LIMITED LIABILITY
COMPANY,

Appellant,

vs.

SHAWN BIDSAL, AN INDIVIDUAL,

Respondent.

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APPELLANT'S APPENDIX

VOLUME 12

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	<u>Exhibit 240</u> : Ruling – Arbitration Day 1 p. 11 dated March 17, 2021		18	4230-4231
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	<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

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EXH. 10

From: shawn bidsal
Sent: 2/27/2020 5:38:33 PM
To: ben@claproperties.com;shawn bidsal
Subject: Re: Green Valley Commerce information
Attachments: Signed Lease - Andrew Lynam.pdf

Dear Ben

i have been managing the green valley properties since we bought them and this is the first time that you are asking to manage the properties. perhaps it is because of our current dispute and has nothing to do with our management performance.

you also know that we are a management company with the experience , staff and are equipped to handle the day to day operation of these properties. that is the reason you approached me to find these deals and buy and manage them for the past decade, therefore i should continue managing the properties.

Respectfully Ben, you do not have the organization, staff nor the time to manage the day to day issues of these properties. your main business is Noveltx and you are in manufacturing, import and wholesale of fabrics. you can not put a full time effort (like we do) managing these properties.

regarding the specific items in your email:

1. regarding the property documents, when we bought the property, you received all the documents relating to these properties (from auction.com , escrows, joint emails from brokers and later on every year, i have provided you with the financials, rent rolls and tax returns. you have all the information up to and including the tax returns till the end of 2018, so there is no need to set up a meeting to inspect or copy the documents that you already have. we are in the process of completing 2019 financials and i will send them to you as soon as they are available. if you still want to inspect the books and records, march 9 will not work for me, however we can do it on march 17 or 18. if you want to have anyone other than yourself to come by, please let me know exactly who will be appearing to inspect the books and records so that i can properly prepare.

On the alternative, to save both of us time, i can copy (even though you have all the documents), the documents and mail them to you again.

2. regarding the marketing of the property, they are listed on the national platforms such as loop net and co star, we also send brochure to whoever request them including lease applications, we also cooperate with all the brokers in the market who bring us prospective tenants and pay them commission. we constantly show the space to prospects who call us directly or thru their brokers. a good example of such broker cooperation is the last lease we did few months ago for a unit in green valley commerce to a tenant (H84) who was represented with a third party broker which we paid commission to (see attached lease).

Contrary to your claim that i discharged the broker, i listed the green valley commerce for lease with cushman and wakerfield (Amy and Daniellie). however after several months without any activity, they canceled the listing unilaterally by themselves. Also contrary to your new claim, you knew for the past 9 years that west coast investment has listed the property for lease and has actively leased the spaces with or without additional brokers. Again, this is the first time that you are raising the issue about west coast investments because of our current dispute. Frankly, we are doing a better job of showing the space to more prospects than brokers ever brought tenants to tour the space. if you like, i can list it again with a different broker such as MDL or Mcnemy real estate.

3. regarding the repairs, we have done the necessary repairs to the roof, landscape, etc. if there are specific items you are concerned about, please let me know what they are.

4. that is not going to happen.

5. the property is being appropriately managed. you can visit the properties any time you like, but i am not turning over keys.

6. you have copies of most of the financial statements. if you are missing anything, let me know and i will get them over to you.

7. i do not agree.

8. you have asked to look at the books and records. this information is in the books and records.

9. i have kept you in the loop as we have gone along. to the extent you want additional information, you have asked to look at the books and records. this information is in the books and records.

10. this request is unrelated to the business and only related to the pending lawsuit. however the broker listing agreement is part of the books and records.

Shawn Bidsal
West Coast Investments Inc
14039 Sherman Way, Suite 201
Van Nuys CA 91405
818-901-8800 p
818-901-8877 f

On Monday, February 24, 2020, 12:52:00 PM PST, ben@claproperties.com <ben@claproperties.com> wrote:

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

EXH. 11

From: ben@claproperties.com
Sent: 3/22/2020 5:59:28 PM
To: 'shawn bidsal'
Subject: RE: Green Valley and Country Club reports and documents

Shawn,

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.

Ben

From: shawn bidsal <wcico@yahoo.com>
Sent: Friday, March 20, 2020 9:50 AM
To: ben@claproperties.com
Subject: Re: Country Club reports and documents

Ben

please resend the papers for the \$1000 issue that you are referring to,

we equally distribute the rental income and there is no over distribution. i do not recall Jim main saying that we are over distributing the rental collection.

our offices are closed this week due to corona virus, i send you the additional documents once we open,

Shawn Bidsal
 West Coast Investments Inc
 14039 Sherman Way, Suite 201
 Van Nuys CA 91405
 818-901-8800 p
 818-901-8877 f

On Wednesday, March 18, 2020, 10:54:15 PM PDT, <ben@claproperties.com> wrote:

The papers for the \$1000 issue was sent to you a couple of time in the years before. Would you like me to send them to you again?

Regarding the distribution, as Jim Main stated to me, you are over distributing and that is why your capital account has been going down.

I need the passcode of the bank account that you created.

I need the rest of the documents That I listed in my letter of March 6th 2020 by March 20th. If there is any reason that you can't you won't send me the documents please let me know.

Ben

From: shawn bidsal <wcico@yahoo.com>
Sent: Monday, March 16, 2020 4:54 PM
To: ben@claproperties.com
Subject: Re: Country Club reports and documents

ben

here is the 2019 financials, you already received 2018 financials when i sent you the tax returns for 2018.

regarding your claim of \$1000 of your capital in escrow, i do not know what you are referring to, if you have a document showing the details of it, please email it,

i am distributing the cash collected as rent on a 50-50% basis. i do not see excess distribution,

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, March 6, 2020, 10:03:12 PM PST, <ben@claproperties.com> wrote:

Shawn, Below is the list of the report i need for **Country club**.

Financial statements for 2019.

Current Rent Roll. And 2018 year end rent roll.

Copies of Contracts with all Vendors

All Listing Agreements.

The general ledger detail report showing every transactions, deposits and checks for 2017,18 and 19.

Listing of the repairs, their itemized costs, the name of the contractors and a copy of the contracts. All estimates or proposals for repairs or maintenance from any other vendor including landscaper during 2018 and 2019.

The records of tours you have given to prospective tenants and the names of the people who has been at the premises to show the property.

I had send letters requesting documents in the past. There was a case that you have distributed about \$1,000 of my capital in the escrow but you never resolved it. Also you are over distributing the cash in the bank which causes our capital account not to be 70/30. The excess distribution to you needs to be return to the company account.

Please advise when you can email me the above documents.

ben

EXH. 12

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
JACK DWOSH
OF COUNSEL
*ALSO LICENSED IN ILLINOIS
WRITER'S EMAIL:

May 6, 2020

Via U.S. Mail and email

Shawn Bidsal
c/o James E. Shapiro, Esq.
Smith & Shapiro
2520 St. Rose Parkway, Suite 220
Henderson, NV 89074

Re: Green Valley Commerce LLC ("Green Valley")

To: Shawn Bidsal:

On behalf of CLA Properties, LLC ("CLA") we respond to Mr. Shapiro's letter dated May 4, 2020 and the demand for indemnification.

First we do not believe that Article XI Section 5 is intended to address disputes between managers and members.

Second whatever indemnification claim is made, Article III section 12.1 (B) requires an affirmative vote of 90 percent of the members and CLA does not agree thereto, and to the extent any vote is required, CLA votes "no" on whatever motions or matters you refer to in your letter.

Third assuming that there is ever a ruling that Mr. Bidsal is entitled to indemnification, CLA demands the same protection and payment of its attorney's fees since it too has been charged in the arbitration.

Lastly, so there's no misunderstanding, CLA has not sought damages against Mr. Bidsal relating to his mismanagement of the Green Valley properties (see the prayer). Although the day-to-day management of the Green Valley properties was previously delegated to Mr. Bidsal (just as Mission Square's day to day management was delegated to CLA) that consent has been previously withdrawn. And if there was any doubt, CLA's withdrawal of its consent to such delegation for the reasons set forth in the counterclaim is implicit therein; if for any reasons it is determined that it has not been, CLA now (and again) makes clear that its consent is withdrawn.

The fact is by virtue of the arbitration award and the Nevada judgment CLA is the equitable owner of Mr. Bidsal's membership interest in Green Valley and the day to day management of Green Valley's properties should be delegated to it; or alternatively, to the extent such functions are commonly performed by a property management company, then to an independent third party

May 6, 2020
Shawn Bidsal
c/o James E. Shapiro, Esq.
Page 2

management company. The chances of Mr. Bidsal overturning the judgment are slim, at best, and the parties no longer have the same interests in maintaining the property or maximizing its income. Given the delay resulting from Mr. Bidsal's appeal he should not continue to have any control of the management of the properties, or of Green Valley's books and records, especially since he now claims entitlement to be paid for his services¹.

So to make it clear, we are not seeking the removal of Mr. Bidsal as a manager of Green Valley, and to the extent that CLA's Counterclaim so states we are withdrawing that claim. What we are seeking is that Mr. Bidsal refrain from continuing to manage the Green Valley properties and for CLA (or a third party property management company) to take over day to day duties relating thereto, including without limitation, for CLA to take possession and maintenance of Green Valley's books and records. As noted CLA has withdrawn its consent to the delegation of the day to day responsibilities of management of the properties to Mr. Bidsal.

Very truly yours,
LAW OFFICE OF RODNEY T. LEWIN, APC
Rodney T. Lewin, Esq.

cc: Shawn Bidsal c/o Douglas Gerrard, Esq (via email only)

¹ CLA denies any such entitlement.

EXH. 13

1

J A M S

2

* * * * *

3

4 CLA PROPERTIES,

5 Claimant,

Reference No. 1260004569

6

vs.

7

SHAWN BIDSAL,

8

Respondent.

9

10

11

TRANSCRIPT OF PROCEEDINGS

12

Taken Before the Honorable Stephen E. Haberfeld

13

Volume II

14

Las Vegas, Nevada

15

May 9, 2018

16

9:02 a.m.

17

18

19

20

21

22

Reported by: Heidi K. Konsten, RPR, CCR
Nevada CCR No. 845 - NCRA RPR No. 816435
JOB NO. 469952

23

24

25

1 Q Now, we talked a little bit about your
2 offer to purchase a 5 million.

3 Now, that's not the final amount for the
4 remaining member's share, is it?

5 A No, that's the company value.

6 Q Okay. And so if that was to be accepted
7 by Ben to actually sell it to you at 5 million,
8 how would the formula work?

9 A You basically return the capital, and --
10 based on what they put in. And again, when you
11 return the capital, you return the remaining
12 capital. And the -- the balance that is left
13 over, you divide up 50/50.

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

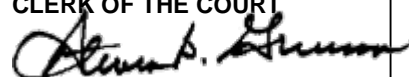
16 A Basically, I wanted to, you know, finish
17 this deal and move on to the next one. We are --
18 I didn't want to manage this property any longer.

19 Q And just so it's clear for the record,
20 why did you use the \$5 million number?

21 A I look at the -- I briefly looked at the
22 financials of the property. I just made a -- an
23 estimate of what I think was a fair value and came
24 up with that.

25 Q And then there was a response to the

Electronically Filed
6/22/2022 3:19 PM
Steven D. Grierson
CLERK OF THE COURT



1 **APEN**

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9 *Attorneys for Movant CLA Properties, LLC*

7 **DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

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

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

11 Movant (Respondent in
12 arbitration)

13 vs.

14 SHAWN BIDSAL, an individual,

15 Respondent (Claimant in
16 arbitration).

**APPENDIX TO MOVANT CLA
PROPERTIES, LLC'S MOTION TO VACATE
ARBITRATION AWARD (NRS 38.241) AND
FOR ENTRY OF JUDGMENT
(VOLUME 12 OF 18)**

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

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

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NOTE REGARDING INCORRECT INDEX

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

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

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

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OPERATIVE PLEADINGS

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

FINAL AWARD

Jams Arbitration No.: 1260044569

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

ORDERS

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

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

FINAL AWARD
JAMS Arbitration No.: 1260005736

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

EXHIBITS

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

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

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

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

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

Motion to Replace Bidsal as Manager

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

"First Motion to Compel"

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

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

Motion No. 3

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

"Second Motion to Compel"

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

"Motion to Continue"

App.	PART	EX. No.	DATE	DESCRIPTION
------	------	---------	------	-------------

1	003403	7	223	11/05/20	Respondent's MTC Proceedings
2	003409	7	224	11/17/20	Order on Respondent's Motion to Continue Proceedings and 2nd Amended SO

3

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

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

12

13 **"Main Motion to Compel"**

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

23

24 **"Motion for Orders"**

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

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

“Motion in Limine - Taxes”

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

“Motion in Limine - Tender”

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

“Motion to Withdraw Exhibit”

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

“LeGrand Motion”

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

Motion re. Attorney's Fees

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

TRANSCRIPTS

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

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

OTHER

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

DATED this 22nd day of June, 2022.

REISMAN SOROKAC

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EXHIBIT 202

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JAMS

SHAWN BIDSAL,

Claimant,

vs.

CLA PROPERTIES, LLC, a California limited
liability company,

Respondent.

Reference #:1260005736

Arbitrator: Hon. David T. Wall (Ret.)

**CLAIMANT SHAWN BIDSAL'S OPPOSITION TO
RESPONDENT CLA PROPERTIES, LLC'S MOTION TO RESOLVE MEMBER
DISPUTE RE WHICH MANAGER SHOULD BE DAY TO DAY MANAGER**

COMES NOW Claimant SHAWN BIDSAL, an individual ("Bidsal"), by and through his attorneys of record, SMITH & SHAPIRO, PLLC and GERRARD COX LARSEN, and hereby files his Opposition (the "Opposition") to Respondent CLA PROPERTIES, LLC's ("CLA") 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 (the "Motion").

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This Opposition is made and based upon the pleadings and papers on file herein, the attached Memorandum of Points and Authorities, the attached declarations and exhibits, and any oral argument your Honor may wish to entertain in the premises.

Dated this 10th day of June, 2020.

SMITH & SHAPIRO, PLLC

/s/ James E. Shapiro

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Attorneys for Claimant

MEMORANDUM OF POINTS AND AUTHORITIES

I.

PREFATORY STATEMENT

By its instant Motion, CLA seeks an arbitration order requiring Bidsal to cease acting as the day-to-day manager of Green Valley Commerce, LLC ("**GVC**"). However, CLA's Motion lacks both factual and legal support and as such, it must be denied.

II.

STATEMENT OF FACTS

A. BACKGROUND.

The present matter is, at its core, a familial matter, wherein one family member has been taking advantage of, and continues to attempt to take advantage of, another family member. Benjamin Golshani ("**Golshani**") is the sole manager and member for CLA. *See* Declaration of Shawn Bidsal, attached hereto as ***Exhibit "1"*** and incorporated herein by this reference. *See also* a true and correct copy of Benjamin Golshani's January 31, 2020 affidavit attached hereto as ***Exhibit "2"*** and incorporated herein by this reference. Golshani is the first cousin of Bidsal. *See* Exhibit "1". Golshani's professional experience is primarily in the textile industry. *Id.* As Bidsal's family member, Golshani had witnessed firsthand that Bidsal was a successful businessman in the area of

1 commercial real estate. *Id.* Seeking to benefit from his cousin's knowledge, Golshani approached
 2 Bidsal in or around 2010 seeking guidance on real estate business opportunities. *Id.*

3 At that time, Bidsal had approximately 15 years of experience in the real estate investment
 4 and management business, and had an infrastructure in place for purchasing, selling, and managing
 5 commercial real estate. *See* Exhibit "1". Bidsal, agreed to partner with Golshani, a real estate
 6 novice, to purchase real estate properties as well as mortgaged back deeds of trust and notes (the
 7 "Joint Venture"). *Id.*

8 The Joint Venture included an agreement that Golshani would invest more money than
 9 Bidsal, but that Bidsal would put in the sweat equity in the form of finding deals, acquiring such
 10 opportunities for the Joint Venture, converting mortgaged backed notes into fee simple title to the
 11 underlying properties (if needed), subdividing the properties to maximize value and managing the
 12 properties, given those were and are his areas of expertise. *See* Exhibit "1". Golshani, wishing a
 13 foothold into the lucrative business, agreed to invest seventy percent (70%) of the funds and agreed
 14 that the profit from the venture would be split equally. *Id.*

15 **B. THE FORMATION OF GREEN VALLEY COMMERCE, LLC.**

16 After agreeing to the Joint Venture, Bidsal located commercial real property at 3 Sunset
 17 Way, Henderson, Nevada 89014 (the "Green Valley Commerce Center"). *See* Exhibit "1". The
 18 Green Valley Commerce Center was financed with a loan which was in default, which presented
 19 an opportunity to obtain the loan and potentially the underlying collateral at an exceptional value
 20 due to the risk associated with a note that is subject to potential defenses before it is foreclosed. *Id.*
 21 These types of deal, while possessing great upside, require a great deal of work and experience to
 22 convert the note to fee simple title—work and experience that Bidsal possessed. *Id.*

23 **C. PURCHASE AND SUBSEQUENT SUBDIVIDING AND SELLING GREEN**
 24 **VALLEY COMMERCE, LLC'S PROPERTY.**

25 On May 26, 2011, Bidsal formed GVC. *Id.* *See also* a true and correct copy of the Articles
 26 of Organization for GVC, attached hereto as *Exhibit "3"* and incorporated by this reference herein.
 27 A short while later, on June 3, 2011, GVC purchased the note secured by a deed of trust against the
 28 Green Valley Commerce Center, paying \$4,048,959.00 to purchase this note (the "Purchase

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Price”). A true and correct copy of the Final Settlement Statement, dated June 3, 2011, is attached hereto as **Exhibit “4”** and is incorporated herein by this reference. Bidsal, without assistance from Golshani, was ultimately successful, in converting the note into a deed-in-lieu of foreclosure for the underlying property. *See Exhibits “1” and “4”.*

As a result of Bidsal’s efforts, on September 22, 2011, GVC obtained title to the Green Valley Commerce Center. *See* a true and correct copy of the Grant, Bargain, Sale Deed for the Green Valley Commerce Center, attached hereto as **Exhibit “5”** and incorporated herein by this reference. As part of the deal, Bidsal was also able to obtain \$295,258.93 worth of net rents that the previous owner had collected from tenants. *See* Estimated Settlement Statement dated September 22, 2011, a true and correct copy of which is attached hereto as **Exhibit “6”** and incorporated herein by this reference. Such a large windfall was an astonishing achievement by Bidsal for the benefit of the Joint Venture. *See* Exhibit “1”.

After the purchase of the Green Valley Commerce Center, Bidsal (without any assistance from Golshani), subdivided the property into nine (9) individual parcels, designated by alphabetical designators. *See* Exhibit “B” to the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements, a true and correct copy which is attached hereto as **Exhibit “7”** and incorporated herein by this reference. *See also* Exhibit “1”. The nine parcels included one parcel for all of Green Valley Commerce Center’s common areas and parking lots (the **“Common Areas”**). *Id.* The other eight parcels corresponded with the eight buildings in the Green Valley Commerce Center and were designated Buildings “A” through “H” respectively. *Id.*

Once the subdivision was completed, the original Purchase Price was allocated to the individual parcels based on the square footage of the parcels’ structural improvements. *See* Exhibit “1”. To manage the Common Areas Bidsal created a declaration of covenant, conditions and restrictions and formed the Green Valley Owner’s Association (the **“GVC HOA”**). *Id.*; *See also* Exhibit “7”.

1. **Sale of Building C and Purchase of the AZ Greenway Property.**

On September 10, 2012, Bidsal sold Building C, one of the subdivided properties, for \$1,025,000.00, with net proceeds of \$898,629.23 (the **“Building C Proceeds”**). A true and

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correct copy of the Building C Final Settlement Statement is attached hereto as ***Exhibit “8”*** and is incorporated herein by this reference. The sales price was two hundred fifty percent (250%) of what Green Valley Commerce Center originally paid for this parcel approximately one year earlier. See Exhibits “1” and “8”.

The Building C Proceeds were initially deposited with a 1031 Exchange Accommodator. See Exhibit “1”. Ultimately, all but \$95,272.65 of the Building C Proceeds were used to purchase property in Arizona located at 3342 East Greenway Road, Phoenix, AZ (the “**AZ Greenway Property**”). *Id.* The remaining \$95,272.65 was distributed to the members as a return of capital, with seventy percent (70%) being distributed to CLA and thirty percent (30%) being distributed to Bidsal, pursuant to the terms of the Green Valley Commerce, LLC Operating Agreement (the “**GVC OPAG**”). A true and correct copy the GVC OPAG is attached hereto as ***Exhibit “9”*** and incorporated herein by this reference. A true and correct copy of the Building C equity balance computation is attached hereto as ***Exhibit “10”*** and incorporated herein by this reference. See also Exhibit “1”.

2. **Sale of Building E.**

On November 14, 2014 Bidsal sold the second of the subdivided properties, Building E, for \$850,000.00, with net proceeds of \$797,794.03. A true and correct copy of the Building E Final Settlement Statement is attached hereto as ***Exhibit “11”*** incorporated herein by this reference. See also Exhibit “1”. The sales price was two hundred percent (200%) of what Green Valley Commerce Center originally paid for this parcel. See Exhibits “1” and “11”. The proceeds from the sale of Building E were divided in accordance with GVC OPAG, thirty percent (30%) of the capital portion of the proceeds went to repay Bidsal’s capital account and seventy percent (70%) of the proceeds went to repay CLA’s capital account¹. A true and correct copy of the Building E equity balance computation is attached hereto as ***Exhibit “12”*** and incorporated herein by this reference. See also Exhibit “1”.

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¹ Once all of the member’s capital associated with Building E had been returned, the remaining proceeds were split 50/50 between the members. See Exhibit “1”.

3. Sale of Building B.

On September 4, 2015, Bidsal sold the third of the subdivided properties, Building B, for \$617,760.00 and netting \$584,019.39. A true and correct copy of the Building B Final Settlement Statement is attached hereto as ***Exhibit “13”*** and is incorporated herein by this reference. The proceeds from the sale of Building B were divided in accordance with GVC OPAG, thirty percent (30%) of the capital portion of the proceeds went to repay Bidsal’s capital account and seventy percent (70%) of the capital portion of the proceeds went to repay CLA’s capital account. A true and correct copy of the Building B equity balance computation is attached hereto as ***Exhibit “14”*** and incorporated herein by this reference. *See also* Exhibit “1”.

D. BIDSAL’S EXCELLENT MANAGEMENT.

From GVC’s inception through last year, Bidsal managed the company with CLA’s concurrence that he should do so and with the skill, experience and resources that drew CLA’s attention in the first place. *See* Exhibits “1” and “9”. Under Bidsal’s expert management, GVC was profitable and has not only been able to return a substantial amount of the members’ initial capital, but has also made distributions to its members in the following amounts:

DISTRIBUTIONS

YEAR	BIDSAL	CLA
2011	\$265,000.00	\$265,000.00
2012	\$234,215.00	\$234,215.00
2013	\$203,445.00	\$241,555.00
2014	\$454,927.00	\$646,867.00
2015	\$397,055.00	\$510,705.00
2016	\$210,000.00	\$210,000.00
2017	\$201,000.00	\$201,000.00
2018	\$175,314.00	\$175,000.00
TOTALS	\$2,140,956.00	\$2,484,342.00

See the GVC K-1 IRS forms attached hereto as ***Exhibit “15”*** and incorporated herein by this reference.

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1 **E. GOLSHANI'S NOVICE MANAGEMENT OF MISSION SQUARE, LLC.**

2 At approximately the same time that GVC was purchasing the AZ Greenway Property,
 3 Bidsal and Golshani determined that they would purchase an additional property in Phoenix,
 4 Arizona. *See* Exhibit "1". In April 2013, Bidsal and Golshani formed Mission Square LLC
 5 ("Mission Square") and purchased a commercial property with this newly formed LLC. *See* a true
 6 and correct copy of the Mission Square formation documents attached hereto as ***Exhibit "16"*** and
 7 incorporated herein by this reference. *See also* the Mission Square Settlement Statement that is
 8 attached hereto as ***Exhibit "17"*** and incorporated herein by this reference. Bidsal, hoping that
 9 Golshani had been learning from his mentorship in the field of commercial property management,
 10 agreed that Golshani should try his hand at managing the property owned by Mission Square (the
 11 "Mission Square Property"). *See* Exhibit "1".

12 In or around 2017, Bidsal began to experience dissatisfaction with the business ventures he
 13 was participating in with Golshani. *See* Exhibit "1". Part of his dissatisfaction was the poor manner
 14 in which Mission Square was being managed by Golshani. *See* Exhibit "1". This poor management
 15 was evidenced by the way that Golshani had filed Mission Square's taxes. Golshani and Bidsal
 16 were and are the only two members of Mission Square. *See* a true and correct copy of the Mission
 17 Square Operating Agreement attached hereto as ***Exhibit "18"*** and incorporated herein by this
 18 reference. However, in 2017 Bidsal learned that between 2013 and 2016 Golshani had directed an
 19 accountant to file improper tax returns indicating that CLA was a member of Mission Square when
 20 in fact, Golshani and Bidsal were the only two members. *See* Exhibit "1". *See also* true and correct
 21 copies of the Mission Square Schedule K-1 forms for 2013 through 2018 that are attached hereto
 22 as ***Exhibit "19"*** and are incorporated herein by this reference.

23 Further, in contrast to the properly managed GVC project, Mission Square has been
 24 continuously struggling under the novice management of Golshani. Instead of returning capital and
 25 making large distributions, Mission Square has had to make capital calls on its members and has
 26 only been able to distribute meager proceeds. *See* Exhibit "1". *See also* Exhibit "19".

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28 \\\

Under Golshani's novice management, Mission Square has struggled and has made a capital call and meager distributions to its members in the following amounts²:

DISTRIBUTIONS

YEAR	BIDSAL	GOLSHANI
2013	\$0.00	\$0.00
2014	\$0.00 (\$61,500.00) Capital Call	\$0.00 (\$61,500.00) Capital Call
2015	\$9,000.00	\$9,000.00
2016	\$0.00	\$0.00
2017	\$40,000.00	\$45,981.00
2018	\$18,000.00	\$18,000.00
TOTALS	\$5,500.00	\$11,481.00

See Exhibit "19".

In addition to the aforementioned cash calls and meager distributions, the current vacancy rate for the Mission Square Property is 95.8%; showing that less than 5% of the Mission Square Property currently has tenants. See a true and correct copy of the LoopNet advertisement for Mission Square which is attached hereto as ***Exhibit "20"*** and is incorporated herein by this reference. The LoopNet advertisement, updated on May 29, 2020, shows the gross leasable area of Mission Square to be 28,958 square feet with 27,728 square feet available for lease. *Id.*

The meager distributions to the Mission Square members, combined with the abysmal occupancy of less than 5%, runs in stark contrast to the manner in which Bidsal has managed the GVC properties.

F. THE BUY-OUT OFFERS.

Due in part to the issues outlined above dealing with Mission Square, Bidsal no longer wanted to engage in business ventures for either GVC or Mission Square with Golshani. See Exhibit "1". As such, Bidsal offered to purchase CLA's interest in GVC in correspondence dated July 7, 2017 at a price that he thought would be a fair estimate of the Green Valley Commerce Center properties were worth \$5,000,000.00 ("***Bidsal's Offer***"). A true and correct copy of Bidsal's Offer is attached hereto as ***Exhibit "21"*** and is incorporated herein by this reference.

² The capital call is in parenthesis.

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1 Golshani, apparently fearing that his cash cow was going to stop providing free milk, then
 2 countered Bidsal's Offer on August 3, 2017 and stated, "...in accordance with section 4, Article v
 3 of the agreement, [CLA] elects and exercises its option to purchase [Bidsal's] 50% membership in
 4 [GVC] on the terms set forth in the July 7, 2017 letter based on [Bidsal's] \$5,000,000.00 valuation
 5 of [GVC]." ("CLA's Counteroffer"). A true and correct copy of CLA's Counteroffer is attached
 6 hereto as **Exhibit "22"** and is incorporated herein by this reference.

7 Contrary to CLA's assertion in the Motion that Bidsal agreed to "a mandatory 'buy-sell'
 8 provision," the facts show otherwise. *See* Motion at 3:11-20. On August 5, 2017, Bidsal responded
 9 to CLA's Counteroffer. Clearly Bidsal interpreted CLA's response as a counteroffer as the topic
 10 line of the August 5, 2017 correspondence is "RESPONSE TO COUNTEROFFER TO
 11 PURCHASE MEMBERSHIP INTEREST" ("Bidsal's Response to Counteroffer"). A true and
 12 correct copy of Bidsal's Response to Counteroffer is attached hereto as **Exhibit "23"** and is
 13 incorporated herein by this reference. Bidsal's Response to Counteroffer stated, "...in accordance
 14 with Article V, Section 4 of the [GVC] Operating Agreement, SHAWN BIDSAL...does hereby
 15 invoke his right to establish the FMV by appraisal." *Id.* In correspondence dated, August 28, 2017,
 16 CLA demanded that Bidsal transfer his membership interest in GVC to CLA. A true and correct
 17 copy of the August 28, 2017 correspondence is attached hereto as **Exhibit "24"** and is incorporated
 18 herein by this reference.

19 In its Motion, CLA asserts that it is the, "...inchoate sole owner of Green Valley, and as
 20 such is entitled to control Green Valley's activities." *See* Motion at 5:7-8. This statement is patently
 21 false. In order to be the sole owner of Green Valley, CLA would have had to purchase Bidsal's
 22 share from him. Yet it is undisputed that CLA has never tendered payment for Bidsal's membership
 23 interests. *See* Exhibit "1". As no transfer of funds has occurred, nor has payment even been tendered
 24 (how can CLA claim to be the owner when CLA has not tendered payment), CLA is not the
 25 "inchoate sole owner" of GVC. *See* Exhibit "1". Indeed, the entire reason that the Parties are in the
 26 present arbitration is to determine what CLA owes to Bidsal to purchase the right to become the
 27 sole owner of GVC. CLA is certainly putting the cart before the horse, asserting ownership before
 28 a sales price has been both established and tendered.

G. NO HISTORICAL RECORD OF COMPLAINTS AGAINST MANAGEMENT.

It is of significant note that during the period of May 2011 through November 2018 there is not one scrap of evidence indicating that Golshani and/or CLA ever complained about Bidsal's management of GVC. That lack of evidence is because neither Golshani nor CLA ever complained in any manner about Bidsal's management during that period. *See* Exhibit "1".

H. PRUDENCE OF APPOINTING A NOVICE PROPERTY MANAGER.

Golshani, and as a result, CLA, is a novice commercial property manager, whose focus and attention are on Golshani's textile company, Noveltex. *See* Exhibit "1". Indeed, Golshani's own LinkedIn account, presumably over which he exercises control, states as his "Experience," "President Noveltex" with no mention of property management or real estate. A true and correct screen capture of Golshani's LinkedIn account is attached hereto as ***Exhibit "25"*** and is incorporated herein by this reference. The fact that Golshani is a novice property manager is also evidenced by the misdirection he provided to the accountant in filing Mission Square's taxes, the lack of profitability of Mission Square, the need for continued cash calls to keep Mission Square afloat and the high vacancy rate of Mission Square. *See* Exhibits "19" and "20".

Golshani himself, in the present Motion requests authorization to "...immediately engage an independent property manager(s) to assist CLA in the management of Green Valley's properties." *See* Motion at 2:10-12. Essentially, CLA is admitting that it is a novice property manager and needs assistance from outside sources for which a hefty price tag will surely be attached.

Another sign of Golshani's incapability of being a proficient manager of GVC is contained in his own Motion. Apparently from 2011 to 2018, a period of seven years, Golshani was so disinterested in the management of GVC that he never asked for access to GVC's banking records. *See* Motion at 7:12-14. Likewise, his interest in GVC was so sparse that in 2020, he did not even know who to contact at the Green Valley Commerce Center to set up an inspection of the property. *See* Declaration of Golshani, attached to the Motion at paragraph 13. Golshani's ignorance of how to access Green Valley Commerce Center comes despite the fact that Bidsal provided Golshani with the name and phone number of the Green Valley Commerce foreman in 2017 and the foreman

1 remains the same to date. *See* Exhibit “1”. Both of these queries would seem wholly unnecessary
 2 for a “manager” that was actually interested and involved in the operation of any property.

3 **I. COST OF APPOINTING THIRD-PARTY PROFESSIONAL PROPERTY**
 4 **MANAGER(S).**

5 Bidsal has managed 50 commercial properties in eight states. *See* Exhibit “1”. With so many
 6 commercial properties to manage, Bidsal has, on occasion, had to hire third-party property
 7 management companies to alleviate some of his personal workload. *Id.* In his experience the
 8 professional property management of the properties owned by GVC would be particularly expensive
 9 due to the following factors: (1) GVC properties are spread out over two states, likely necessitating
 10 the need for two professional property management companies or one large national property
 11 manager that will inevitably be more expensive due to small size of the GVC buildings, and (2) the
 12 properties owned by GVC are in different market segments requiring a more experienced property
 13 manager that has experience in both industrial building management and retail building
 14 management. *See* Exhibit “1”. Given the forgoing factors, the fee for one property manager for the
 15 Nevada properties would likely be six percent (6%) of the total property income collected, with a
 16 minimum of \$2,500.00 per month and the fee for a second property manager for the Arizona
 17 properties would likely six percent (6%) of the total property income collected, with a minimum of
 18 \$1,500.00 per month. *Id.* These costs are in addition to an initial set-up fee, which is likely to cost
 19 between \$2,500.00 and \$5,000.00 per property. *Id.* Set-up fees are charged for the property manager
 20 to set up new bank accounts, tenant accounts, vendor accounts, etc. *Id.* These are costs that have
 21 never been incurred due to the fact that Bidsal has managed the GVC properties. *Id.* Additionally,
 22 whomever is property manager will incur day-to-day costs which are regularly passed on to the
 23 property owner, but to date, have been borne by Bidsal. *Id.*

24 There is an additional cost in changing to a third-party property manager at this particular
 25 time. In the era of COVID-19, many businesses/tenants were required to be shuttered, per orders of
 26 their respective governors. *See* Exhibit “1”. Bidsal, has worked diligently to establish personal and
 27 individual relationships with the tenants whose businesses have been affected by COVID-19. *Id.*
 28 He has worked to encourage them not to shutter their businesses permanently, but to continue to

1 work with them so that GVC would have viable tenants at the end of the COVID-19 quarantine
 2 period. *Id.* These businesses have been suffering due to the circumstances of COVID-19 and have
 3 developed a rapport and trust between themselves and Bidsal. *Id.* A change in property
 4 management would cause unnecessary stress and trauma for these tenants and may cause tenants to
 5 believe that GVC is unstable and provide them one more reason to shutter their already struggling
 6 businesses.

7 Finally, there is no provision in the GVC OPAG to appoint a third-party property manager.
 8 *See* Exhibit “9”.

9 **J. CURRENT STATUS OF THE WELL-MANAGED GVC PROPERTIES.**

10 Golshani, via CLA, insists that it is Bidsal’s intent to “rape” GVC during the pendency of
 11 this matter. *See* Motion at 6:25. In order to support this absurd assertion, CLA states that in 2019
 12 GVC’s “...revenue dropped 16.7% while its expenses rose one hundred twenty five percent
 13 (125%)...” *See* Motion at 8:3-6. Golshani, of course, fails to advise the Arbitrator of his role in
 14 these increased expenses, which is explained and demonstrated by Golshani’s emails. On December
 15 11, 2018, Golshani complained “[i]t has been brought to my attention that the trees and plants in
 16 Green Valley commerce are dying...” A true and correct copy of the email exchange between
 17 Bidsal and Golshani on this topic is attached hereto as *Exhibit “26”* and is incorporated herein by
 18 this reference.

19 Also, on July 28, 2017 CLA, via Golshani, inquired about upcoming maintenance and/or
 20 significant repairs stating “[i]n either Green Valley complex or Greenway, is there any deferred
 21 maintenance or significant repairs that are upcoming or needed, such as, for example, the roof or
 22 HVAC system?” A true and correct copy of the July 28, 2017 email chain is attached hereto as
 23 *Exhibit “27”* and is incorporated herein by this reference. Bidsal in a reply email, dated that same
 24 day, identified a list of future capital improvements to include: (1) a roof replacement for Green
 25 Valley Commerce, (2) possible HVAC replacements, (3) a remodel for unit G72, and (4) a broken
 26 exterior wall that needed to be rebuilt. *Id.* Of note, Bidsal’s response to CLA identified that the
 27 roof had been patched as needed and the HVAC units had been repaired. *Id.* The care of the Green
 28 Valley Commerce properties is evidenced by a \$589.00 check to Newtex Landscape, Inc.

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(September 22, 2017) and a \$1,500.00 check for the roof repair of Unit G-70 and Unit H-89 (October 13, 2017). A true and correct copy of the 2017 landscape and roof repair documents are attached hereto as ***Exhibit “28”*** and are incorporated herein by this reference. Therefore, as of mid-2017, CLA was placed on notice that several expensive capital improvements would be necessary in the immediate future.

Not surprisingly the repairs identified by Bidsal in the July 28, 2017 email were required to be completed in 2019. The Green Valley Commerce Center roof was replaced at a cost of \$13,500.00 and landscape maintenance was undertaken at a cost of \$5,869.00. A true and correct copy of the 2019 repair and capital improvement receipts are attached hereto as ***Exhibit 29”*** and are incorporated herein by this reference. In addition to the roof replacement and landscape maintenance, hole patching was accomplished for \$550.00, and the dumpsters were used to clean out left over trash from previous tenants at the cleaning at a cost of \$480.00. *Id.*

In addition to the aforementioned repairs and improvements, one tenant ended its lease for Building G in 2019. *See Exhibit “1”*. As a result of the vacant Building G, Building G was rehabilitated at a cost of \$800.00. *See Exhibit 29”*. As tenants come and go, interior maintenance and repair is necessary in order to maintain rentable inventory. *See Exhibit “1”*. In an effort to maximize GVC’s rentable inventory, interior repairs to the vacant AZ Greenway Property buildings, as well as Green Valley Commerce Center Buildings A, G and H were undertaken in 2020 at a cost of \$22,881.16. True and correct copies of the interior repairs of the GVC properties are attached hereto as ***Exhibit “30”*** and are incorporated herein by this reference. *See also Exhibit “1”*.

Additionally, the non-controllable costs of taxes, electricity and water increased during the period of July 2017 to the present. *See Exhibit “1”*. *See also* a true and correct copy of the tax records for the GVC properties tax district attached hereto as ***Exhibit “31”*** and incorporated herein by this reference. These necessary, planned for and identified capital improvement costs, taken together with the non-controllable costs, certainly caused the short-term reduction in profits complained of, but will result in long-term increased profitability. *Id.* The reduction, in this case, is the sign of a well-managed property, not a company that is being “raped.”

\\

1 **K. BIDSAL'S APPROPRIATE DISCLOSURES OF THE GVC BOOKS AND**
 2 **RECORDS.**

3 CLA makes several unfounded claims that Bidsal is withholding access to the books and
 4 records of GVC. *See* Motion at 7:7-11. There is certainly no evidence of this spurious claim.

5 At GVC's inception CLA was provided with all of the records of the sales, as was Bidsal.
 6 *See* Exhibit "1." Thereafter, Bidsal provided CLA with the documents evidencing change to GVC
 7 properties and provided evidence of the financials records on an ongoing and regular basis. *Id.*

8 On July 28, 2017, Bidsal directed an employee of his to email CLA all of the leases and rent
 9 rolls for GVC for 2017. *See* Exhibit "27". In this same email Bidsal reminds CLA that he has
 10 already provided the leases and rent rolls for GVC to CLA in December 2016 and again in July
 11 2017, but nevertheless directs his employee to send them again. *Id.*

12 Indeed, we know that CLA received the GVC 2015 equity balance computations as they
 13 produced them in response to the present Arbitration. A true and correct copy of the CLA
 14 disclosures, Exhibit "9" is attached hereto as ***Exhibit "32"*** and is incorporated herein by this
 15 reference. We also know that CLA received the GVC 2016 tax return documents, profit and loss
 16 statements, and balance sheets as they produced them in response to the present Arbitration. A true
 17 and correct copy of the CLA disclosures, Exhibits "7" and "8" are attached hereto as ***Exhibit "33"***
 18 and are incorporated herein by this reference. We also know that CLA received the GVC 2017
 19 profit and loss statements as they produced them in response to the present Arbitration. A true and
 20 correct copy of the CLA disclosures, Exhibit "23" is attached hereto as ***Exhibit "34"*** and is
 21 incorporated herein by this reference

22 On December 11, 2018, CLA requested the financials of GVC and stated that CLA has a
 23 "right to examine the records." *See* Exhibit "26". Bidsal responded ***four days*** later, on December
 24 15, 2018, and reminded CLA that Bidsal sent the tax return documents to CLA previously and
 25 attached the GVC profit and loss statements. *Id.*

26 On January 1, 2019, CLA thanked Bidsal for sending over the GVC financial statements for
 27 "last year" and asked for the 2018 third quarter financial statements. A true and correct copy of the
 28 CLA January 1, 2019 email is attached hereto as ***Exhibit "35"*** and is incorporated herein by this

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1 reference. Bidsal responded three days later, on January 4, 2019, stating that he would provide the
2 2018 financials once the books were closed at the end of the first quarter of 2019 (March 2019). A
3 true and correct copy of the Bidsal January 4, 2019 response is attached hereto as **Exhibit “36”** and
4 is incorporated herein by this reference. Further Bidsal informed CLA that the rent roll was the same
5 as 2017, with one exception of a single tenant moving out. *Id.*

6 On January 5, 2019, despite having been informed that third quarter financial statements
7 would be provided in March 2019, CLA made another demand for them. A true and correct copy
8 of the CLA January 5, 2019 email is attached hereto as **Exhibit “37”** and is incorporated herein by
9 this reference.

10 On February 25, 2019, despite having been informed that the third quarter financial
11 statements would be provided in March 2019, CLA asserts that Bidsal was “...supposed to send
12 [CLA] the financials of The Green Valley about 2 months ago but So far I have not received it.” A
13 true and correct copy of CLA’s February 25, 2019 email is attached hereto as **Exhibit “38”** and is
14 incorporated herein by this reference. It appears that CLA is not reading the emails sent by Bidsal
15 and just making demand after demand for documents that have yet to be completed.

16 On June 30, 2019, CLA requested GVC financial statements and a copy of the tax return
17 documents for 2018 for GVC. A true and correct copy of the email chain related to CLA’s request
18 is attached hereto as **Exhibit “39”** and is incorporated herein by this reference. Bidsal responded
19 eight days later, on July 8, 2019, stating that he was sending some of the financials and tax return
20 documents requested by CLA by overnight mail. *Id.* He further informed CLA that he did not have
21 the GVC 2018 tax return documents back from his accountant at that time. *Id.* On August 20, 2019,
22 Bidsal forwarded the 2018 tax return documents related to GVC to CLA via email. A true and
23 correct copy of the email forwarding said tax return documents is attached hereto as **Exhibit “40”**
24 and is incorporated herein by this reference. Indeed, we know that CLA received the GVC 2018
25 tax return documents, showing an extension granted until September 16, 2019 as they produced
26 them in response to the present Arbitration. A true and correct copy of the CLA disclosures,
27 Exhibit “32” is attached hereto as **Exhibit “41”** and are incorporated herein by this reference.
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On February 12, 2020 CLA emailed Bidsal asking for the rent roll, financial statements, and copies of all checks that Bidsal had issued during 2019. A true and correct copy of the CLA February 12, 2020 email is attached hereto as ***Exhibit “42”*** and is incorporated herein by this reference. CLA also indicated that it would like to see a list of construction expenses, repairs, and tenant improvements. *Id.* Finally, CLA asked to be provided with the bank account passcode. *Id.*

On February 24, 2020 CLA demanded that Bidsal allow Golshani, Golshani’s accountant, Golshani’s attorney and Golshani’s representative to inspect the books and records of Green Valley no later than March 2, 2020. A true and correct copy of the February 24, 2020 demand is attached hereto as ***Exhibit “43”*** and is incorporated herein by this reference. In this email, CLA accused Bidsal of discharging the leasing broker in an attempt to harm GVC. *Id.* CLA also accused Bidsal of not coordinating “substantial repairs” on properties owned by GVC and demanded a reason why these repairs had not occurred as of the date of the email. *Id.* Thus, CLA is now complaining that the capital improvement costs of GVC are too high, while simultaneously complaining that more capital improvements should have been completed, seemingly contradictory assertions. Bidsal responded ***three days*** later, on February 27, 2020, reminding CLA that when GVC purchased its initial property in 2011, that CLA received all the documents related to the purchase from auction.com, all of the escrow paperwork and joint emails from the brokers. A true and correct copy of Bidsal’s February 27, 2020 email is attached hereto as ***Exhibit “44”*** and is incorporated herein by this reference. Bidsal also reminded CLA that it had been provided with financial statements, rent rolls and tax returns each year subsequent to the purchase of the initial property and that CLA was in possession of all requested information up until the end of 2018. *Id.* Bidsal informed CLA that he was in the process of completing the 2019 financial statements and would send them to CLA as soon as they were available. *Id.* Despite the fact that Bidsal had sent all of the requested records, he still offered CLA the opportunity to inspect the books and records for GVC on March 17, 2020 or March 18, 2020. *Id.* Bidsal also stated that if anyone other than Golshani was to accompany CLA to the inspection to let him know who would be in attendance. *Id.* Bidsal then addressed Golshani’s allegations of mismanagement, describing how the GVC properties were marketed and explaining that Bidsal did not discharge the broker, but rather the broker unilaterally

1 cancelled the listing. A true and correct copy of the broker's July 17, 2019 email is attached hereto
2 as ***Exhibit "45"*** and incorporated herein by this reference. *See also* Exhibit "44".

3 In a conciliatory gesture, Bidsal offered to relist the GVC properties with a different broker.
4 *See* Exhibit "1". Bidsal also disabused Golshani of the notion that he was ignoring CLA's request
5 for the "substantial repairs" mentioned in CLA's February 24, 2020 email. *Id.* Bidsal stated, the
6 repair to the roof and landscaping had taken place and asked CLA to list any other specific concerns
7 regarding proposed repairs. *Id.*

8 Throughout the years that Bidsal has managed the GVC properties, Bidsal has undertaken
9 the advertisement of the GVC properties. Availability signs had been posted in conspicuous
10 locations, brochures advertising the vacant properties had been printed and distributed, email blasts
11 of vacancies were occurring, lockboxes were on the properties to facilitate showings and the vacant
12 properties were listed on no less than three commercial property leasing platforms. *See* Exhibit "1".
13 *See also* advertisements and listings attached hereto as ***Exhibit "46"*** and incorporated herein by this
14 reference.

15 On March 4, 2020, Bidsal sent a reminder email to CLA asking if CLA intended to inspect
16 the books and records on March 17th or March 18th. A true and correct copy of Bidsal's March 4,
17 2020 email is attached hereto as ***Exhibit "47"*** and is incorporated herein by this reference.

18 On March 6, 2020 CLA responded to Bidsal's February 27, 2020 and March 4, 2020 emails.
19 A true and correct copy of CLA's March 6, 2020 email is attached hereto as ***Exhibit "48"*** and is
20 incorporated herein by this reference. Oddly, despite the fact that Bidsal indicated that Golshani
21 could review all the business records, to include those associated with brokers, Golshani demanded
22 again to see the broker agreement. *Id.* This second demand was unnecessary as all that Golshani
23 needed to do was indicate the date he intended to inspect the business records. Golshani then ranted
24 that Bidsal decided not to list the GVC properties with a third-party broker. *Id.* Once again, this
25 rant is misplaced given the fact that Bidsal offered to list the GVC properties with a third-party
26 broker on February 27, 2020. *See* Exhibit "44". Golshani could have taken Bidsal up on his offer
27 to do so, seemingly getting exactly what he wanted, but instead chose to chastise Bidsal under a
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1 false allegation. Golshani then stated that Bidsal should email him the books and records that he
2 had requested to inspect. *Id.*

3 On March 16, 2020, Bidsal emailed CLA the GVC 2019 balance sheets, and profit and loss
4 statements. A true and correct copy of Bidsal's March 16, 2020 email is attached hereto as ***Exhibit***
5 ***"49"*** and is incorporated herein by this reference. Also, on March 16, 2020, Bidsal emailed CLA a
6 second email indicating that he would list the GVC properties with a third-party broker if CLA
7 would like him to do so and suggested MDL or McMenemy Real Estate Group. A true and correct
8 copy of Bidsal's second March 16, 2020 email is attached hereto as ***Exhibit "50"*** and is incorporated
9 herein by this reference.

10 On March 18, 2020, CLA emailed Bidsal and complained that CLA still needed access to
11 the books and records, demanding that Bidsal provide them by March 20, 2020. A true and correct
12 copy of the CLA March 18, 2020 email is attached hereto as ***Exhibit "51"*** and incorporated herein
13 by this reference. Had CLA bothered to schedule a time to review the books and records, they could
14 have access to any document they desired, however, their reliance on Bidsal is evidenced once again
15 in their choice to sit on their hands and wait for Bidsal to do all of the heavy lifting while
16 simultaneously complaining they did not have access to records they refused to inspect.

17 On March 18, 2020, CLA emailed Bidsal a second time, asking that the GVC properties be
18 listed with a third-party broker and asked that Bidsal send him the number of the agent for MDL
19 and/or McMenemy. A true and correct copy of CLA's second March 18, 2020 email is attached
20 hereto as ***Exhibit "52"*** and is incorporated herein by this reference. Once again, CLA is relying
21 upon Bidsal to do work that CLA could clearly have undertaken. A simple Google search could
22 have rendered the requested information, yet CLA could not be bothered to do that and instead relied
23 on Bidsal to provide phone numbers to brokers; hardly the actions of an entity that is truly interested
24 in managing the GVC properties.

25 On March 19, 2020, the governor of the State of California, which is where Bidsal operates
26 out of, issued a mandatory stay-at-home order in response to the COVID-19 pandemic. A true and
27 correct copy of the March 19, 2020 stay-at-home order is attached hereto as ***Exhibit "53"*** and is
28 incorporated herein by this reference. The stay-at-home order has prevented Bidsal, and as a result,

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1 CLA from accessing the books and records for GVC. *See* Exhibit “1”. Had CLA accepted Bidsal’s
 2 offer to inspect the GVC records on March 17, 2020 or March 18, 2020 this order would not have
 3 impacted their request for inspection of books and records. Yet, CLA elected not to inspect the
 4 GVC books and records on those dates. In response to the Stay-at-Home Order Bidsal was required
 5 to comply and his property management company’s offices were closed in compliance with said
 6 order. *See* Exhibit “1”.

7 On April 11, 2020, CLA in a cryptic email stated “Shawn, Your financials has issues, as
 8 requested before, please provide me with the General Ledger Detail Report to better understand
 9 these financials.” A true and correct copy of the CLA April 11, 2020 email is attached hereto as
 10 ***Exhibit “54”*** and is incorporated herein by this reference. CLA fails to identify what “issues” they
 11 are referring to. This email is also the first time that CLA requested the “General Ledger Detail
 12 Report,” despite the fact that they indicate that they had previously done so. Once again, had CLA
 13 taken the opportunity to inspect the books and records, as offered, they would have any and all
 14 documents they sought, that existed.

15 Finally, Bidsal has refused to give CLA the banking passcodes as a single passcode accesses
 16 numerous accounts managed by Bidsal, several of which have no ties to Golshani, GVC, Mission
 17 Square and/or CLA. *See* Exhibit “1”. Allowing CLA to have this passcode would place Bidsal’s
 18 other accounts in jeopardy of having Golshani being able to access and transfer funds from and to
 19 accounts for which he is not authorized. *Id.*

20 **L. CLA RECEIPT AND ACCEPTANCE OF PROPERTY MANAGEMENT**
 21 **SERVICES.**

22 CLA and Bidsal, from the outset of the Joint Venture agreed that Bidsal’s contribution to
 23 the Joint Venture would be not only his monetary capital contribution, but also his capital
 24 contribution in the form of the sweat equity of finding deals, purchasing them for the Joint Venture,
 25 converting the notes into fee simple properties, subdividing the properties to maximize value and
 26 managing the properties. *See* Exhibit “1”. This sweat equity would be repaid in the form of equal
 27 distributions of profits made by GVC and equal ownership of GVC. In fact, Bidsal and CLA,
 28 determined these services were so essential, that they included a clause in the GVC OPAG to address

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1 them. *See* Exhibit “9”. Article V, Section 01 of the GVC OPAG states “[t]he Member
 2 contributions to the capital of the Limited Liability Company may be paid for, wholly, or partly, by
 3 cash, by personal property, or by real property, or **services rendered**.” (emphasis added.) The
 4 services rendered by Bidsal have been ongoing for nine years. *See* Exhibits “1” and “9”.

5 CLA is asserting two competing, yet incongruent, arguments with respect to the
 6 compensation of Bidsal. The first of these arguments is that Bidsal should not receive distributions
 7 from or GVC, despite the valuable services he has provided and continues to provide. The second
 8 of these arguments is that Bidsal should not receive monetary compensation for the services that he
 9 has performed for GVC during the period of July 2017 to the present. These two arguments are
 10 incongruent. The GVC OPAG does not allow for CLA to divest Bidsal of his rights as owner
 11 without appropriate compensation. The arguments stated above, when taken together, would
 12 preclude Bidsal from his rightful due as owner or alternatively of his rightful due as property
 13 manager. Bidsal asserts that despite CLA’s argument that he was divested of ownership in July
 14 2017, he remains a member and a manager of GVC until and unless Bidsal receives payment in the
 15 proper amount from CLA for his shares. Bidsal further asserts that as a member and manager of
 16 GVC he is entitled to distributions and capital contributions in accordance with the GVC OPAG.

17 CLA is still bound by the GVC OPAG which requires Bidsal and CLA to either agree to a
 18 change in property management, to allow their representatives to resolve the dispute or to allow for
 19 arbitration to resolve the dispute. *See* Exhibit “9.”

20 **M. PROCEDURAL HISTORY.**

21 **1. Arbitration No. 1260004569.**

22 After CLA’s August 28, 2017 demand that Bidsal sell his interest in GVC to CLA,
 23 on September 26, 2017, CLA filed an Arbitration Demand, stating “[t]he relief sought is as follow
 24 [sic]: Respondent be ordered to transfer his interest in Green Valley Commerce, LLC (‘Green
 25 Valley’) to Claimant upon payment of the price determined in accordance with Section 4 of the
 26 Operating Agreement for Green Valley using five million dollars at the fair market value of Green
 27 Valley.” A true and correct copy of the arbitration demand in Arbitration 1260004569 is attached
 28 hereto as ***Exhibit “55”*** and is incorporated herein by this reference.

On May 8-9, 2018 Arbitration No. 1260004569 was heard. *See* Exhibit “1”. Approximately one year later, on April 5, 2019, the arbitrator in Arbitration No. 1260004569 rendered a final arbitration order. *See* Exhibit “1”.

2. Confirmation of Arbitration No. 1260004569.

Despite Bidsal’s Counterpetition to Vacate the Arbitration Award for Arbitration No. 1260004569, Judge Joanna Kishner confirmed the Arbitration Award for Arbitration No. 1260004569. A true and correct copy of Judge Kishner’s order is attached hereto as ***Exhibit “56”*** and is incorporated herein by this reference.

3. Appeal of Confirmation of Arbitration No. 1260004569.

On January 9, 2020, Bidsal filed a Case Appeal Statement to the Nevada Supreme Court, in this matter. A true and correct copy of Bidsal’s Case Appeal Statement is attached hereto as ***Exhibit “57”*** and is incorporated herein by this reference. On January 17, 2020, Bidsal filed a Motion to Stay Pending Appeal. A true and correct copy of the Motion to Stay Pending Appeal is attached hereto as ***Exhibit “58”*** and is incorporated herein by this reference. Judge Kishner, granted the Motion to Stay Pending Appeal on March 10, 2020. A true and correct copy of Judge Kishner’s order regarding the Motion to Stay is attached hereto as ***Exhibit “59”*** and is incorporated herein by this reference.

CLA asserts that the Supreme Court of Nevada only has two options: (1) to affirm Judge Kishner’s order and force Bidsal to sell his interest in GVC to CLA with a \$5,000,000.00 valuation or (2) to reverse Judge Kishner and force Bidsal to sell his interest in GVC to CLA with a valuation yet to be determined. *See* Motion at 6:15-22. However, CLA completely disregards the other options of the Supreme Court. First under NRS 38.247 the Supreme Court could modify or correct an arbitration award in the following circumstances: (a) [t]here was an evident mathematical miscalculation or an evident mistake in the description of person, thing or property referred to in the award; (b) the arbitrator has made an award on a claim not submitted to the arbitrator and the award may be corrected without affecting the merits of the decision upon the claims submitted; or (c) the award is imperfect in a matter of form not affecting the merits of the decision on the claims submitted. *See* NRS 38.247. In this matter Bidsal’s Counterpetition to Vacate, Bidsal cited evident

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mistakes made by the arbitrator and awards on claims not submitted to the arbitrator; thus, the Supreme Court could modify or correct the award. A true and correct copy of Bidsal's Opposition to CLA's Petition for Confirmation of Arbitration Award and Entry of Judgment and Counterpetition to Vacate Arbitration Award (the "Counterpetition") is attached hereto as **Exhibit "60"** and is incorporated herein by this reference. *See also* NRS 38.247.

CLA also disregards the most substantial tool that the Supreme Court wields, its authority to vacate the arbitration award under NRS 38.241. NRS 38.241(3) states [i]f the court vacates an award on a ground other than that set forth in paragraph (e) of subsection 1, it may order a rehearing. If the award is vacated on a ground stated in paragraph (a) or (b) of subsection 1, the rehearing must be before a new arbitrator." *See* NRS 38.241(3).

As Bidsal's Counterpetition to Vacate the Arbitration Award contained grounds indicated in both paragraphs (a) and (b) of subsection 1 to NRS 38.241, it is distinctly possible that no forced sale would be required. *See* Exhibit "63". CLA, simply by writing the words out in the present Motion can neither predict the future actions of the Supreme Court, nor can they limit the power granted to the Supreme Court by the laws of the State of Nevada.

4. Current Arbitration.

The current arbitration was brought by Bidsal, on or about February 7, 2020, to resolve issues that were not before the arbitrator in Arbitration No.1260004569. A true and correct copy of the Demand for Arbitration is attached hereto as **Exhibit "61"** and is incorporated herein by this reference. In the current arbitration, the dispute involves the proper accounting of each member's membership interest, proper calculation of each member's capital accounts, proper calculation of the purchase price of Bidsal's share of GVC and proper accounting of services each member provided to the company. *Id.*

CLA filed its First Amended Answer and Counterclaim on or about June 2, 2020 ("CLA's Answer and Counterclaim"). A true and correct copy of CLA's Answer and Counterclaim is attached hereto as **Exhibit "62"** and is incorporated herein by this reference. In the CLA Answer and Counterclaim, CLA asserts five counterclaims against Bidsal, to include: (1) For an accounting; (2) For a prohibitive injunction preventing Bidsal from taking further distributions from GVC; (3)

1 For breach of contract; (4) For a mandatory injunction requiring that Bidsal to provide CLA full
 2 access to the books and records of GVC; and (5) For Bidsal to be removed as manager from GVC
 3 or alternatively to be removed as property manager for GVC. *Id.*

4 III.

5 STATEMENT OF AUTHORITIES

6 A. CLA HAS NOT IDENTIFIED ANY LEGAL BASIS ON WHICH THE REQUESTED 7 RELIEF CAN BE GRANTED.

8 Conspicuously absent from CLA's Motion is any reference to a single legal authority which
 9 would provide a basis for the removal of Bidsal. Nowhere in GVC's OPAG does it allow CLA to
 10 remove Bidsal, nor has CLA identified any other legal basis for the request. Because CLA has not
 11 identified a single legal basis on which their requested relief can be granted, it should be summarily
 12 rejected, particularly when the GVC OPAG does not provide for the requested relief.

13 B. CLA HAS NOT SATISFIED THE CONDITIONS PRECEDENT TO SEEKING 14 RELIEF ON THIS POINT UNDER ARTICLE V, SECTION 4 OF THE OPAG.

15 While CLA references the dispute resolution provision in the OPAG (Article V, Section 4),
 16 it is clear that CLA has not satisfied the condition precedent contained therein. *See* Exhibit "9".
 17 Specifically, before any dispute can be submitted to arbitration: "The representatives shall promptly
 18 meet in a good faith effort to resolve the dispute." *Id.*

19 On February 24, 2020, for the first time ever, in the nine-year history of GVC, Golshani
 20 demanded that the day-to-day management of GVC be turned over to him (the "Golshani
 21 Management Demand"). *See* Exhibit "43". On February 27, 2020, Bidsal responded to Golshani,
 22 disputing that the day-to-day operations of GVC be turned over to Golshani (the "Dispute") *See*
 23 Exhibit "44". Thus, February 27, 2020, is the first date that the present Dispute existed.

24 At no point in time, did CLA, by written request, refer the Dispute to the representatives of
 25 the Parties for a decision, as required by Article III, Section 14.1 of the GVC OPAG. *See* Exhibits
 26 "1" and "9". Unless and until CLA satisfies the condition precedent outlined in the OPAG, all of
 27 its requested relief is premature.

28 \\\

1 **C. CLA’S REQUEST IS PREMATURE.**

2 Even if CLA had satisfied the prerequisite contained in the OPAG, its request is still
 3 premature. According to CLA’s Counterclaim, one of the primary issues in this case is whether or
 4 not Bidsal has properly managed GVC’s properties.

5 However, instead of waiting for discovery to be conducted, CLA is attempting to circumvent
 6 the entire process and obtain a favorable ruling now, without presenting any evidence to support its
 7 case.

8 However, as is outlined herein, CLA’s request is premature. Bidsal has presented
 9 substantial, compelling evidence that demonstrates that Bidsal is the most qualified to manage
 10 GVC’s properties. As such, if CLA’s Motion is as a motion for summary judgment, Bidsal’s
 11 compelling evidence demonstrates that there are genuine issues of material fact which preclude
 12 relief at this time.

13 **D. CLA’S EMOTIONAL ARGUMENTS LIKEWISE FAIL.**

14 Apparently recognizing that its Motion is premature and lacks a legal basis, CLA relies
 15 exclusively upon emotional arguments as to why it should be granted the requested relief. However,
 16 CLA’s emotional arguments fall apart under scrutiny.

17 **1. Bidsal Not Only Has GVC’s Interest at Heart, But Likewise Has the History,**
 18 **Background, And Experience to Properly Manage GVC’s Properties.**

19 CLA starts by arguing that only CLA has GVC’s interests at heart. However, as
 20 outlined herein, Bidsal has successfully managed GVC’s properties over the past decade, and
 21 unfortunately, CLA cannot say the same of Mission Square. Further, CLA’s argument ignores the
 22 extreme lengths to which Bidsal has contested the Arbitrator’s findings. It defies logic that Bidsal
 23 would go to such great lengths to fight for what he believes is an incorrect outcome if, as CLA
 24 claims, Bidsal does not have GVC’s interests at heart.

25 While CLA’s trite argument would make a good tweet, it lacks substance and support and
 26 should be disregarded.

27 \\\

28 \\\

1 **2. Bidsal Has Never Refused Access or Information.**

2 CLA's next emotional argument is that Bidsal has refused to provide access and/or
3 information to CLA. However, the evidence contradicts this assertion. Contrary to CLA's
4 arguments, Bidsal has never refused access or information to CLA. On the contrary, as presented
5 above, Bidsal has gone to great lengths to provide CLA with the documents required by the GVC
6 OPAG, the documents requested by CLA and as a last resort presented an offer of unfettered access
7 to CLA and its representatives to review the books and records where they were kept in the ordinary
8 course of business. Yet, although CLA was given this opportunity to retrieve any documents and
9 records it so desired, in true CLA fashion, it chose not to put in the work and then blame Bidsal for
10 its lethargy.

11 **3. Bidsal is Clearly More Qualified to Manage GVC's Properties.**

12 CLA's final emotional argument is that Golshani is more qualified to manage GVC's
13 properties. It is truly ironic that Golshani makes this argument without presenting a shred of
14 evidence to support his alleged qualifications. However, all one need do is look at the performance
15 of GVC, which has been managed by Bidsal, and compare it to the performance of Mission Square,
16 which has been managed by Golshani, to see how farfetched CLA's argument is in this regard.

17 The numbers speak for themselves and unquestionably demonstrate that between Golshani
18 and Bidsal, Bidsal is the only one qualified to manage GVC's properties.

19 **4. CLA Has Not Presented Any Justification for Forcing GVC to Incur the**
20 **Substantial Costs of Hiring a Third-Party Manager.**

21 Because CLA is not qualified to manage GVC's properties, if Bidsal is prohibited
22 from managing GVC's properties, GVC will be forced to hire a third-party manager, at great
23 expense to GVC. Thus CLA, as the moving party, bears the burden of demonstrating that the
24 circumstances justify forcing GVC to incur this substantial expense.

25 As outlined above, CLA's has utterly failed to demonstrate the need for a third-party
26 manager. GVC's properties are being managed in a professional manner, without incurring the cost.
27 Because CLA has presented no evidence which would even suggest that GVC's properties would
28

be managed any better through a third-party manager, there is simply no reason to force GVC to incur the costs associated with hiring a third-party manager.

IV.

CONCLUSION

For the reasons set forth above, Claimant respectfully requests that CLA's Motion be denied in its entirety.

Dated this 10th day of June, 2020.

SMITH & SHAPIRO, PLLC

/s/ James E. Shapiro
James E. Shapiro, Esq.
Aimee M. Cannon, Esq.
3333 E. Serene Ave., Suite 130
Henderson, NV 89074
Attorneys for Petitioner, Shawn Bidsal

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of SMITH & SHAPIRO, PLLC, and that on the 10th day of June, 2020, I served a true and correct copy of the forgoing **CLAIMANT SHAWN BIDSAL'S OPPOSITION TO RESPONDENT CLA PROPERTIES, LLC'S MOTION TO RESOLVE MEMBER DISPUTE RE WHICH MANAGER SHOULD BE DAY TO DAY MANAGER**, by emailing a copy of the same, with Exhibits (if any), to:

Individual:	Email address:	Role:
Louis Garfinkel, Esq.	LGarfinkel@lgealaw.com	Attorney for CLA
Rodney T Lewin, Esq.	rod@rtlewin.com	Attorney for CLA
Douglas D. Gerrard, Esq.	dgerrard@gerrard-cox.com	Attorney for Bidsal
Michelle Samaniego	msamaniego@jamsadr.com	JAMS Case Coordinator
Hon. David T. Wall (Ret.)	dwall@jamsadr.com	Arbitrator

/s/ Jennifer A. Bidwell
An employee of Smith & Shapiro, PLLC

SMITH & SHAPIRO, PLLC
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Henderson, NV 89074
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EXHIBIT 1

EXHIBIT 1

DECLARATION OF SHAWN BIDSAL
IN SUPPORT OF CLAIMANT SHAWN BIDSAL'S OPPOSITION TO RESPONDENT CLA
PROPERTIES, LLC'S MOTION TO RESOLVE MEMBER DISPUTE RE WHICH
MANAGER SHOULD BE DAY TO DAY MANAGER

I, Shawn Bidsal, do hereby declare under penalty of perjury, under the laws of the State of Nevada in accordance with N.R.S. § 53.045 as follows:

1. I am a resident of the State of California.

2. I am the Managing Member of GREEN VALLEY COMMERCE, LLC ("GVC").

3. I am currently the claimant in JAMS Arbitration No. 1260005736 captioned Shawn Bidsal v. CLA Properties, LLC.

4. My counsels are Smith & Shapiro, PLLC and Gerrard Cox & Larsen ("Bidsal's Counsel").

5. I have been involved in commercial property management for over 24 years. I have managed over 50 commercial properties, valued at over \$300,000,000.00. These properties are spread throughout eight states.

6. Benjamin Golshani ("Golshani"), the sole manager and member for CLA Properties, LLC ("CLA"), is my first cousin.

7. Golshani is the president of Noveltex, a company involved in the textile industry. The textile industry is Golshani's profession.

8. Upon learning of my successful ventures in commercial real estate, Golshani approached me at a family gathering and sought my guidance on real estate business opportunities. This discussion occurred in 2009/2010 when I had approximately 15 years of commercial real estate investment and management experience. At this time, I also had infrastructure in place for buying, selling, and managing commercial real estate.

9. I agreed to partner with Golshani, who was a real estate novice, and we formed the terms of a joint investment. The joint investment was to involve the purchasing of real estate, as well as, mortgaged back deeds of trust and notes. The terms of this joint investment were that Golshani would invest seventy (70%) of the funds and I would invest thirty (30%) of the funds. The reason for the disparate split was that I was going to be using my knowledge and expertise in the areas of finding

SHAWN BIDSAL, A LLC
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1 deals on property, purchasing property, converting the notes into fee simple properties (if needed),
 2 subdividing the properties to maximize value and managing the properties for the joint investment.
 3 Golshani was hopefully going to be able to learn from my expertise. Because of this division of money
 4 and labor, the profits from the joint investment would be split equally.

5 10. I was able to locate commercial real property that was up at auction. The address for
 6 this property was 3 Sunset Way, Henderson, NV 89014 (the "Green Valley Commerce Center"). The
 7 Green Valley Commerce Center was subject to a defaulted note, so it was exceptional value, as there
 8 is greater risk associated with the potential defenses before the property is foreclosed. It took a great
 9 deal of work and experience to convert the note into a fee simple title, however, I was able to do so.

10 11. On May 26, 2011, I formed Green Valley Commerce, LLC ("GVC") in order to purchase
 11 the Green Valley Commerce Center. A true and correct copy of the Green Valley Commerce Center
 12 Final Settlement Statement, dated June 3, 2011, is attached hereto as *Exhibit "4"* and is incorporated
 13 herein by this reference. On June 3, 2011, GVC, through me, purchased the note secured by a deed of
 14 trust against the Green Valley Commerce Center. GVC paid \$4,048,959.00 to secure the sale (the
 15 "Purchase Price"). At GVC's inception CLA was provided all of the records of the sales, as was I.

16 12. On September 22, 2011, GVC obtained title to the Green Valley Commerce Center. *See*
 17 a true and correct copy of the Grant, Bargain, Sale Deed for the Green Valley Commerce Center,
 18 attached hereto as *Exhibit "5"* and incorporated by this reference herein. As part of the deal, I was able
 19 to obtain \$295,258.93 worth of net rents that the previous owner had collected from tenants. *See* the
 20 Estimated Settlement Statement dated September 22, 2011, a true and correct copy which is attached
 21 hereto as *Exhibit "6"* and incorporated herein by this reference. Such an immediate and large windfall
 22 was quite an achievement, even by my standards.

23 13. After the purchase of the Green Valley Commerce Center, I was able to subdivide the
 24 property into nine (9) individual parcels, designated by alphabetical designators. *See* Exhibit "B" to the
 25 Declaration of Covenants, Conditions and Restrictions and Reservation of Easements, a true and correct
 26 copy of which is attached hereto as *Exhibit "7"* and incorporated herein by this reference. Neither
 27 CLA nor Golshani assisted in the subdivision process. The nine parcels included one parcel for all of
 28 Green Valley Commerce Center's common areas and parking lots (the "Common Areas"). *Id.* The

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1 other eight parcels corresponded with the eight buildings in the Green Valley Commerce Center and
2 were designated Buildings "A" through "H" respectively. *Id.*

3 14. Once the subdivision was completed, the original Purchase Price was allocated to the
4 individual parcels based on the square footage of the parcels' structural improvements. To manage the
5 Common Areas, I created a declaration of covenant, conditions and restrictions and formed the green
6 valley owner's association (the "GVC HOA"). See Exhibit "7".

7 15. On September 10, 2012, I sold Building C, one of the subdivided properties, for
8 \$1,025,000.00, with net proceeds of \$898,629.23 (the "Building C Proceeds"). A true and correct copy
9 of the Building C Final Settlement Statement is attached hereto as *Exhibit "8"* and is incorporated
10 herein by this reference. The sales price was about two hundred fifty percent (250%) of what GVC
11 originally paid for Building C approximately one year earlier.

12 16. The Building C Proceeds were initially deposited with a 1031 Exchange
13 Accommodator. Ultimately, all but \$95,272.65 of the Building C Proceeds were used to purchase
14 property in Arizona located at 3342 East Greenway Road, Phoenix, AZ (the "AZ Greenway Property").
15 The remaining \$95,272.65 was distributed to the members as a return of capital, with seventy (70%)
16 being distributed to CLA and thirty (30%) being distributed to me, pursuant to the terms of the Green
17 Valley Commerce, LLC Operating Agreement (the "GVC OPAG"). A true and correct copy the GVC
18 OPAG is attached hereto as *Exhibit "9"* and incorporated herein by this reference. A true and correct
19 copy of the Building C equity balance computation is attached hereto as *Exhibit "10"* and incorporated
20 herein by this reference.

21 17. On November 14, 2014 I sold the second of the subdivided properties, Building E, for
22 \$850,000.00, with net proceeds of \$797,794.03. A true and correct copy of the Building E Final
23 Settlement Statement is attached hereto as *Exhibit "11"* incorporated herein by this reference. The
24 sales price was approximately two hundred percent (200%) of what GVC originally paid. See Exhibit
25 "11". The proceeds from the sale of Building E were divided in accordance with GVC OPAG, thirty
26 percent (30%) of the capital portion of the proceeds went to repay my capital account and seventy
27
28

percent (70%) of the capital portion of the proceeds went to repay CLA's capital account¹. A true and correct copy of the Building E equity balance computation is attached hereto as **Exhibit "12"** and incorporated herein by this reference.

18. On September 4, 2015, I sold the third of the subdivided properties, Building B, for \$617,760.00 and netting \$584,019.39. A true and correct copy of the Building B Final Settlement Statement is attached hereto as **Exhibit "13"** and is incorporated herein by this reference. The proceeds from the sale of Building B were divided in accordance with GVC OPAG, thirty percent (30%) of the capital portion of the proceeds went to repay my capital account and seventy percent (70%) of the capital portion of the proceeds went to repay CLA's capital account. A true and correct copy of the Building B equity balance computation is attached hereto as **Exhibit "14"** and incorporated herein by this reference.

19. From GVC's inception through last year, I managed the company with CLA's concurrence that I should do so. See Exhibit "9". Under my management GVC was profitable and has not only been able to return a substantial amount of the members' initial capital, but has also made distributions to its members in the following amounts:

DISTRIBUTIONS

YEAR	BIDSAL	CLA
2011	\$265,000.00	\$265,000.00
2012	\$234,215.00	\$234,215.00
2013	\$203,445.00	\$241,555.00
2014	\$454,927.00	\$646,867.00
2015	\$397,055.00	\$510,705.00
2016	\$210,000.00	\$210,000.00
2017	\$201,000.00	\$201,000.00
2018	\$175,314.00	\$175,000.00
TOTALS	\$2,140,956.00	\$2,484,342.00

See the GVC K-1 IRS forms attached hereto as **Exhibit "16"** and incorporated herein by this reference.

\\

¹ Once all of the member's capital associated with Building E had been returned, the remaining proceeds were split 50/50 between the members.

20. At approximately the same time that GVC was purchasing the AZ Greenway Property, Golshani and I determined that we would purchase an additional property in Phoenix, Arizona. In April 2013, Golshani and I formed Mission Square LLC ("Mission Square") and purchased a commercial property with this newly formed LLC. See a true and correct copy of the Mission Square formation documents attached hereto as **Exhibit "16"** and incorporated herein by this reference. See also the Mission Square Settlement Statement that is attached hereto as **Exhibit "17"** and incorporated herein by this reference. I had hoped that Golshani had been learning from my mentorship in the field of commercial property management, and therefore agreed that Golshani should try his hand at managing the property owned by Mission Square (the "Mission Square Property").

21. In or around 2017, I began to experience dissatisfaction with the business ventures I was participating in with Golshani. Part of my dissatisfaction was the poor manner in which Mission Square was being managed by Golshani. This poor management was evidenced by the way that Golshani had filed Mission Square's taxes. Golshani and I were, and are, the only two members of Mission Square. See a true and correct copy of the Mission Square Operating Agreement attached hereto as **Exhibit "18"** and incorporated herein by this reference. However, in 2017 I learned that between 2013 and 2016 Golshani had directed an accountant to file improper tax returns indicating that CLA was a member of Mission Square when in fact, Golshani and I were the only two members. See true and correct copies of the Mission Square Schedule K-1 forms for 2013 through 2018 that are attached hereto as **Exhibit "19"** and are incorporated herein by this reference.

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22. In contrast to GVC, Mission Square has been continuously struggling under the novice management of Golshani. Mission Square has had to make capital calls on its members and has distributed only meager proceeds in the following amounts²:

DISTRIBUTIONS

YEAR	BIDSAL	GOLSHANI
2013	\$0.00	\$0.00
2014	\$0.00 (\$61,500.00) Capital Call	\$0.00 (\$61,500.00) Capital Call
2015	\$9,000.00	\$9,000.00
2016	\$0.00	\$0.00
2017	\$40,000.00	\$45,981.00
2018	\$18,000.00	\$18,000.00
TOTALS	\$5,500.00	\$11,481.00

See Exhibit "19".

23. Due in part to the issues outlined above dealing with Mission Square, I decided I no longer wanted to engage in business ventures for either GVC or Mission Square with Golshani. As such, I offered to purchase CLA's interest in GVC in correspondence dated July 7, 2017 at a price that I thought would be a fair estimate of the Green Valley Commerce Center properties were worth \$5,000,000.00 ("Bidsal's Offer"). A true and correct copy of Bidsal's Offer is attached hereto as ***Exhibit "21"*** and is incorporated herein by this reference.

24. Golshani responded to my offer by sending, what I assumed was a counteroffer on August 3, 2017 and stated, "...in accordance with section 4, Article v of the agreement, [CLA] elects and exercises its option to purchase [Bidsal's] 50% membership in [GVC] on the terms set forth in the July 7, 2017 letter based on [Bidsal's] \$5,000,000.00 valuation of [GVC]." ("CLA's Counteroffer"). A true and correct copy of CLA's Counteroffer is attached hereto as ***Exhibit "22"*** and is incorporated herein by this reference.

25. On August 1, 2017, I responded to CLA's Counteroffer.

² The capital call is in parenthesis.

1 \\\

2 26. In correspondence dated, August 28, 2017, CLA demanded that I transfer my

3 membership interest in GVC to CLA. A true and correct copy of the August 28, 2017 correspondence

4 is attached hereto as **Exhibit "24"** and is incorporated herein by this reference.

5 27. CLA asserts that it is the sole owner of Green Valley, and as such is entitled to control

6 Green Valley's activities. However, in order to be the sole owner of GVC, CLA would have had to

7 purchase my share of GVC from me. CLA has never tendered payment for my membership interest in

8 GVC and therefore cannot be the sole owner of GVC. In fact, I initiated the present arbitration to

9 determine what CLA owes me to purchase the right to become the sole owner of GVC.

10 28. During the period of May 2011 through November 2018 neither Golshani nor CLA ever

11 complained about my management of GVC.

12 29. Golshani is a novice commercial property manager, whose focus and attention are on

13 his textile company, Noveltex. The fact that Golshani is a novice property manager is also evidenced

14 by the misdirection he provided to the accountant in filing Mission Square's taxes, the lack of profitability

15 of Mission Square, the need for cash calls to keep Mission Square afloat and the high vacancy rate of

16 Mission Square. See Exhibits "21" and "23".

17 30. During the period of 2011 to 2018, a period of seven years, Golshani was so disinterested

18 in the management of GVC that he never asked for access to GVC's banking records. Likewise, his

19 interest in GVC was so sparse that in 2020, he did not even know who to contact at the Green Valley

20 Commerce Center to set up an inspection of the property. However, in 2017, I provided Golshani with

21 the name and phone number of the Green Valley Commerce Center foreman and the foreman remains

22 the same to date.

23 31. I have managed 50 commercial properties in eight states. With so many commercial

24 properties to manage, I have, on occasion, had to hire third-party property management companies to

25 alleviate some of my personal workload. In my experience the professional property management of

26 the properties owned by GVC would be particularly expensive due to the following factors: (1) GVC

27 properties are spread out over two states (NV and AZ), likely necessitating the need for two professional

28 property management companies or one large national property manager that will inevitably be more

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1 expensive due to its small size and (2) the properties owned by GVC are in different industries requiring
2 a more experienced property manager that has experience in both industrial building management and
3 retail building management. Given the forgoing factors, the fee for one property manager for the
4 Nevada properties would likely be six percent (6%) of the total property income collected, with a
5 minimum of \$2,500.00 per month and the fee for a second property manager for the Arizona properties
6 would likely six percent (6%) of the total property income collected, with a minimum of \$1,500.00 per
7 month. These are costs that have not been incurred due to the fact that I have managed these properties.
8 Whomever is property manager will incur day-to-day costs which are regularly passed on to the property
9 owner, but to date, have been borne by me.

10 32. There is an additional cost in changing to a third-party property manager at this particular
11 time. In the era of COVID-19, many businesses/tenants were required to be shuttered, per orders of
12 their respective governors. I have worked diligently to establish personal and individual relationships
13 with the tenants whose businesses have been affected by COVID-19. I have worked to encourage them
14 not to shutter their businesses permanently, but to continue to work with me so that GVC would have
15 viable tenants at the end of the COVID-19 quarantine period. These businesses have been suffering
16 due to the circumstances of COVID-19 and we have developed a rapport and trust between us. A
17 change in property management would cause unnecessary stress and trauma for these tenants and may
18 cause tenants to believe that GVC is unstable and provide them one more reason to shutter their already
19 struggling businesses.

20 33. There is no provision in the GVC OPAG to appoint a third-party property
21 manager. *See* Exhibit "9".

22 34. In 2019, one tenant in Building G of the Green Valley Commerce Center ended its lease,
23 resulting in a vacant Building G. As tenants come and go, interior maintenance and repair are necessary
24 in order to maintain rentable inventory. In an effort to maximize GVC's rentable inventory, interior
25 repairs to the vacant AZ Greenway Property buildings, as well as Green Valley Commerce Center
26 Buildings A, G and H were undertaken in 2020 at a cost of \$22,881.16. True and correct copies of the
27 interior repairs of the GVC properties are attached hereto as ***Exhibit "30"*** and are incorporated herein
28 by this reference.

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2 35. The non-controllable costs of taxes, electricity and water increased during the period of
3 July 2017 to the present. *See also* a true and correct copy of the tax records for the GVC properties tax
4 district attached hereto as **Exhibit "31"** and incorporated herein by this reference. These necessary,
5 planned for and identified capital improvement costs, taken together with the non-controllable costs,
6 certainly caused the reduction in amount of profits seen by GVC.

7 36. I have provided CLA with the documents evidencing changes to the GVC properties
8 and provided evidence of the financials records on an ongoing and regular basis.

9 37. When the GVC properties broker unilaterally cancelled the listing of the GVC properties
10 in 2019, I informed CLA that I would be willing to list the GVC properties with a different broker. At
11 that same time, I informed CLA that I was not ignoring their request for repairs to the GVC properties
12 and that repairs to the Green Valley Commerce Center roof had taken place and that landscaping had
13 taken place. I asked CLA if they had any other specific concerns regarding proposed repairs.

14 38. Throughout the years that I have managed GVC properties, and continuing through until
15 today, I was undertaking the advertisement of the GVC properties. Availability signs have been posted
16 on windows of vacant suites, brochures advertising the vacant properties have been printed and
17 distributed, email blasts of vacancies were and are occurring, lockboxes are on the properties to
18 facilitate showings and the vacant properties are listed on no less than three commercial property
19 leasing platforms.

20 39. On March 19, 2020, the governor of the State of California, which is the state I reside in
21 and where I work from, issued a mandatory stay-at-home order in response to the COVID-19 pandemic.
22 A true and correct copy of the March 19, 2020 stay-at-home order is attached hereto as **Exhibit "53"**
23 and is incorporated herein by this reference. The stay-at-home order has prevented my staff from
24 accessing the books and records for GVC. Had CLA accepted my offer to inspect the GVC records on
25 March 17, 2020 or March 18, 2020 this order would not have impacted their request for inspection of
26 books and records. Yet, CLA elected not to inspect the GVC books and records on those dates. In
27 response to the Stay-at-Home Order I am required to comply, and my offices were closed in compliance
28 with said order.

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1 \ \ \

2 40. I have refused to give CLA the banking passcode because a single passcode accesses
3 numerous accounts that I manage, several of which have no ties to Golshani, GVC, Mission Square
4 and/or CLA. Allowing CLA to have this passcode would place my other accounts in jeopardy of having
5 Golshani being able to access and transfer funds from and to accounts for which he is not authorized.

6 41. On May 8-9, 2018 Arbitration No. 1260004569 was heard. Approximately one year
7 later, on April 5, 2019, the arbitrator in Arbitration No. 1260004569 rendered a final arbitration order.

8 42. I make this Declaration freely and of my own free will and choice and I declare under
9 penalty of perjury that the foregoing is true and correct.

10 Dated this 10th day of June, 2020.



Shawn Bidsal

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28

EXHIBIT 2

EXHIBIT 2

Electronically Filed
1/31/2020 1:10 PM
Steven D. Grierson
CLERK OF THE COURT


AFFT

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Attorneys for Petitioner CLA Properties, LLC

DISTRICT COURT
CLARK COUNTY, NEVADA

CLA PROPERTIES, LLC, a California
limited liability company,

Petitioner,

v.

SHAWN BIDSAL, an individual,

Respondent.

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

**AFFIDAVIT OF BENJAMIN GOLSHANI IN
OPPOSITION TO RESPONDENT'S MOTION
FOR STAY PENDING APPEAL**

Date of Hearing: February 18, 2020.
Time of Hearing: 9:00 a.m.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

I, Benjamin Golshani, being first duly sworn depose and says:

1. I am the sole owner of Petitioner CLA Properties, LLC ("CLA"). I have personal knowledge of the facts stated herein.

2. Both respondent, Shawn Bidsal ("Bidsal"), and I were designated as the original managers of Green Valley Commerce, LLC ("Green Valley"), and there has been no change in that designation since the Operating Agreement so appointing us was signed.

3. Directing my attention to Article V Section IV of the Operating Agreement for Green Valley, the cost of purchase of the property held by Green Valley was \$4,049,250.00.

1 4. Addressing the formula for the buyout by one member of the other, Green Valley has
2 no pro-rata liabilities.

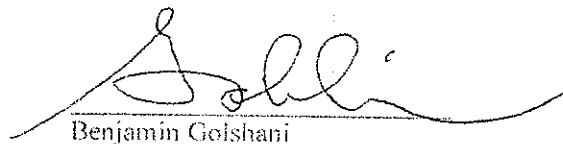
3 5. Attached hereto and marked Exhibit 1 is a schedule showing distributions from Green
4 Valley from 2017 through 2019. After CLA's August 3, 2017 election to buy out Bidsal, Bidsal
5 signed checks distributing to himself \$500,500.00 as reflected in that schedule.
6

7 6. Attached hereto and marked Exhibit 2 is a March 6, 2019 email from Bidsal to me in
8 response to my February 25, 2019 email from me to him along with the rent rolls showing 41%
9 vacancy. Prior thereto, Bidsal had fired the leasing broker to which I complained. Bidsal refused
10 to rehire a leasing broker leading to the vacancy that continues to this date.

11 7. I attended the arbitration hearing and was present when Bidsal testified to the deferred
12 maintenance of the property that included the need for repairs to the roof, air conditioning, other
13 tenant improvements, parking, and some items in the business park as well as a broken wall and
14 the existence of vacant spaces. I believe those same conditions remain today as I have not heard
15 otherwise.
16

17 8. Around two years after Bidsal and CLA formed Green Valley, Bidsal and CLA formed
18 another LLC called Mission Square, LLC likewise to own and operate commercial property. We
19 agreed that I would be the day to day manager of Mission Square.
20

21 9. I am well able and qualified to handle the management of commercial properties. I
22 have been managing properties and real estate investments since 2004, and since 2015 that has
23 been my main occupation. The management of Green Valley should be turned over to me ASAP,
24 since that should have occurred in 2017 when the buyout of Mr. Bidsal's interest should have
25 taken place. I want to protect my current and future investment and not leave it in Mr. Bidsal's
26 hands.
27
28


Benjamin Golshani

1 STATE OF CALIFORNIA

2 COUNTY OF LOS ANGELES

3 SWORN TO AND SUBSCRIBED
4 BEFORE me this 31ST day of January, 2020.

5 *Please See Attached*
From The Notary

6 NOTARY PUBLIC

My Commission Expires: 11/01/2023

JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

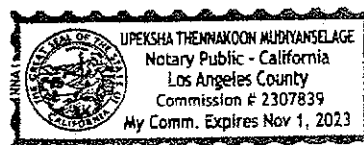
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 31st day of January,

2020 by Benjamin Golshani

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature [Signature] (Seal)



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Affidavit of Benjamin Golshani

(Title or description of attached document)

In Opposition To Respondent's

(Title or description of attached document continued)

Motion For Stay Pending Appeal.

Number of Pages 03 Document Date —

Additional information

INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one with does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
 - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

GREEN VALLEY COMMERCE
DISTRIBUTION

2017-2019

ENTITY	BENJAMIN GOLSHANI				SHAWN BIDSAL			
	YEAR AND DATE	CHECK #	AMOUNT		YEAR AND DATE	CHECK #	AMOUNT	
GREEN VALLEY COMMERCE	2017	02/29/17	10512 42,000.00		2017	02/29/17	10513 42,000.00	
		11/22/2017	10589 100,000.00			11/22/2017	10597 100,000.00	
		2/27/2017	1359 14,000.00			2/27/2017	1360 14,000.00	
		11/22/2017	1391 45,000.00			11/22/2017	1395 45,000.00	
			201,000.00				201,000.00	
GREEN VALLEY COMMERCE	2018	4/26/2018	10624 75,000.00				201,000.00	
		8/23/2018	10642 55,000.00	2018	4/26/2018	10625 75,000.00		
		4/26/2018	1410 25,000.00		8/23/2018	10643 55,000.00		
		8/23/2018	1419 20,000.00		4/26/2018	1411 25,000.00		
			175,000.00		8/23/2018	1420 20,000.00		
							175,000.00	
	2019	3/8/2019	10716 59,000.00					
		8/14/2019	10758 55,000.00	2019	3/8/2019	10717 59,000.00		
		3/8/2019	1440 24,000.00		8/14/2019	10759 55,000.00		
		8/14/2019	1462 20,000.00		3/8/2019	1441 24,000.00		
		10/7/2019	10769 20,000.00		8/14/2019	1463 20,000.00		
		10/7/2019	1471 2,500.00		10/7/2019	10770 20,000.00		
			180,500.00		10/7/2019	1472 2,500.00		
							180,500.00	

EXHIBIT

1

CERTIFICATE OF SERVICE

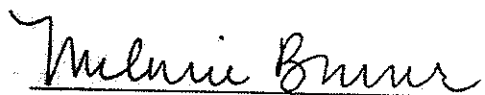
Pursuant to Nevada Rules of Civil Procedure 5(b), I hereby certify that I am an employee of LEVINE & GARFINKEL, and that on the 31st day of January, 2020, I caused the foregoing: **AFFIDAVIT OF BENJAMIN GOLSHANI IN OPPOSITION TO RESPONDENT'S MOTION FOR STAY PENDING APPEAL**

☐ by placing a true and correct copy of the same to be deposited for mailing in the US Mail at Las Vegas, Nevada, enclosed in a sealed envelope upon which first class postage was fully prepaid; and/or

☐ by hand delivery to the parties listed below; and/or

☒ pursuant to N.E.F.C.R. Rule 9 and Administrative Order 14-2, by sending it via electronic service to:

James E. Shapiro, Esq.
Nevada Bar No. 7907
Aimee M. Cannon, Esq.
Nevada Bar No. 11780
Smith & Shapiro, PLLC
3333 E. Serene Ave, Suite 130
Henderson, NV 89074
T: (702) 318-5033/F: (702) 318-5034
Email: jshapiro@smithshapiro.com
acannon@smithshapiro.com
Attorneys for Respondent Shawn Bidsal



Melanie Bruner, an Employee of
LEVINE & GARFINKEL

EXHIBIT "1"

EXHIBIT "1"

EXHIBIT "2"

2020

2020

2020

2020

2020

EXHIBIT "2"

2020

From: shawn bidsal <wcico@yahoo.com>
Sent: Wednesday, March 6, 2019 12:12 PM
To: ben@claproperties.com
Subject: Re: Financials and deferring maintenance

ben

here are the financials and rent roll for both green valley and green way, please send the rent roll ,
financials for mission square,

Shawn Bidsal
West Coast Investments Inc
14039 Sherman Way, Suite 201
Van Nuys CA 91405
818-901-8800 p
818-901-8877 f

On Monday, February 25, 2019, 12:53:04 PM PST, <ben@claproperties.com> wrote:

Shawn,

We have discussed by email the situation of the Green Valley. You were supposed to send me the financials of The Green Valley about 2 months ago but So far I have not received it. There are Issues with Green Valley that needs to be taken care of. I need the name of the brokers who has the listing for both properties . If we do not have a

EXHIBIT

2

broker at this time, I like to know the reason. I could not find the listing of any of the properties which tells me you have abandoned the property and not managing them.

I need the financials of The Green Valley for the period 1/1/18 to 12/31/18 and 1/1/19 to date to the extent available, as well as the name, telephone number and email address of all the vendors who are providing services now and during 2018. I like to contact them and inquire about their services and the situation of the property. In your previous letter you said that there are not differed maintenance but I see that there are a lots of them and none of the issues that you wrote to me in 2017 has been fixed.

As mentioned before, We must inform all the tenants about the buyout and the decision of the arbitrator. The current situation in Green Valley is not favorable and the tenants may leave which will result in another dispute between us.

Please provide me with the information by not later than noon on Wednesday.

I think we should turn over the management of Green valley to CLA immediately. Please advise me if you agree.

I would prefer not having to spend more money getting what I am legally entitled to and would appreciate your cooperation.

Ben

From: shawn bidsal <wcico@yahoo.com>
Sent: Saturday, December 15, 2018 8:56 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

EXHIBIT

2

WEST COAST INVESTMENTS INC

RENT ROLL

ENTITY GREEN VALLEY COMMERCE LLC
 PROPERTY GREENWAY VILLAGE
 3342 EAST GREENWAY ROAD, PHOENIX AZ 85032

UNIT NO.	TENANT	START DATE	END DATE	Values SQ FT	PRO-RATED SQFT	RENT SQ FT	BASE RENT	CAM	TOTAL AMOUNT
GW-101	SUBWAY	4/1/2013	2/28/2021	1,460	12.58%	1.64	2,397.76	481.80	2,879.56
GW-102	RODNEY YOUNG INS AGENCY	3/19/2014	2/28/2019	1,200	10.34%	1.10	1,315.74	552.00	1,867.74
GW-103	CAROLE HALSTEAD	4/1/2014	3/31/2020	1,293	11%	1.03	1,337.10	540.00	1,877.10
GW-104	H & R BLOCK	4/1/2013	4/30/2021	1,293	11%	1.08	1,401.00	652.00	2,053.00
GW-105 & 106	VACANT	VACANT	VACANT	2,419	21%	0.00	0.00	0.00	0.00
GW-107	VACANT	VACANT	VACANT	1,167	10%	0.00	0.00	0.00	0.00
GW-108	VACANT	VACANT	VACANT	1,123	10%	0.00	0.00	0.00	0.00
GW-109	CARDINE BEAUTY SALON (ELSA GARCIA)	4/1/2014	9/30/2021	1,650	14%	1.00	1,652.77	544.50	2,197.27
Grand Total				11,605	100%	5.86	8,104.37	2,770.30	10,874.67

EXHIBIT

As of December 31, 2018

Page 1 of 1

EXHIBIT 3

EXHIBIT 3



ROSS MILLER
Secretary of State
204 North Carson Street
Carson City, Nevada 89701-4288
(775) 694 6796
Website: www.nvsec.gov

Articles of Organization Limited-Liability Company

(PURSUANT TO NRS CHAPTER 90)

Filed in the office of Ross Miller Secretary of State State of Nevada	Document Number 20110396703-22
	Filing Date and Time 05/26/2011 8:35 AM
	Entity Number E0308602011-0

USE BLACK INK ONLY - DO NOT HIGHLIGHT		ABOVE SPACE IS FOR OFFICE USE ONLY	
1. Name of Limited-Liability Company: (must contain approved limited-liability company wording; see instructions)	GREEN VALLEY COMMENCE, LLC		Check box if a Series Limited-Liability Company <input type="checkbox"/>
2. Registered Agent for Service of Process: (check only one box)	<input checked="" type="checkbox"/> Commercial Registered Agent: GKL REGISTERED AGENTS/FILINGS INC Name <input type="checkbox"/> Noncommercial Registered Agent (name and address below) OR <input type="checkbox"/> Office or Position with Entity (name and address below) Name of Noncommercial Registered Agent OR Name of Title of Office or Other Position with Entity Street Address City Nevada Zip Code Mailing Address (if different from street address) City Nevada Zip Code		
3. Dissolution Date: (optional)	Latest date upon which the company is to dissolve (if existence is not perpetual):		
4. Management: (required)	Company shall be managed by: <input type="checkbox"/> Manager(s) OR <input checked="" type="checkbox"/> Member(s) (check only one box)		
5. Name and Address of each Manager or Managing Member: (attach additional page if more than 3)	1) SHAWN BIODAL Name: 14039 SHERMAN WAY #201 VAN NUYS CA 91405 Street Address City State Zip Code 2) _____ Name: _____ Street Address City State Zip Code 3) _____ Name: _____ Street Address City State Zip Code		
6. Name, Address and Signature of Organizer: (attach additional page if more than 1 organizer)	SHAWN BIODAL X M BIODAL Name Organizer Signature 14039 SHERMAN WAY #201 VAN NUYS CA 91405 Address City State Zip Code		
7. Certificate of Acceptance of Appointment of Registered Agent:	I hereby accept appointment as Registered Agent for the above named Entity. X Denise Perry Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity Date: 5-25-11		

This form must be accompanied by appropriate fees.

Nevada Secretary of State NRS 90 DULLD Article
Revised on 7-1-08

DL00 361

EXHIBIT 4

EXHIBIT 4

Commercial

Commerce Title of America, LLC dba
Commerce Title Company
6700 Tyson Parkway, Suite 115 - Plano, TX 75024

Green Valley
Commerce

Final Settlement Statement

Notes: GOCFC 2007-GG11 SUNSET OFFICE, LLC

File No: NA11119
Officer: Yvelto Cantu/CO
New Loan No:
Settlement Date: 06/03/2011
Disbursement Date: 06/03/2011
Print Date: 06/01/2011, 12:27 PM

Buyer: Green Valley Commerce, LLC
Address: NB-029 Green Valley Commerce Center, J Sunset Way, Henderson, NV 89014
Seller: GOCFC 2007-GG11
Address: c/o LNR Partners, LLC, 1601 Washington Avenue, Suite 700, Miami Beach, FL 33139

Buyer's Charges	Buyer's Credits	Item Description	Seller's Charges	Seller's Credits
3,850,000.00		Consideration		
		Total Consideration		3,850,000.00
	404,250.00	Deposits in Escrow: Receipt No. 395 dt 05/06/2011 <i>Paym Recd</i>		
		Title/Escrow Charges for:		
		Who Fee to Commerce Title		
		Closing Fee to Commerce Title of America, LLC dba Commerce Title Company		
		Courier / Overnight Fees to Commerce Title Company		
		Disbursements Paid:		
		Property Report to Commerce Title Company		
		Premium due Auctioneer to Auction.com, LLC		
		Attorney Fees & Cost to Blizin Sunberg Beers Price & Account	4,888.00	
		Post Closing SPA Responses to LNR Partners, LLC	1,500.00	
		Assignment of Deed of Trust to Office of the County Recorder Clark County Government Center		
		Pincher's Fee to Buyer's broker to Millennium Commercial		19,250.00
		Assignment of Assignment of Escrow and Receipt to Office of the County Recorder Clark County Government Center		
		Cash (X From) (To) Borrower		
		Cash (X To) (From) Seller	3,824,362.00	
4,048,959.00	4,048,959.00	Totals	3,850,000.00	3,850,000.00

BUYER(S):

Green Valley Commerce, LLC, a Nevada
limited liability company

By: Shawn Bidsal, Manager

SELLER(S):

GOCFC 2007-GG11 SUNSET OFFICE,
LLC

Commerce Title of America, LLC dba Commerce
Title Company

By:
Yvelto Cantu

404,250 - Ben
2,430,000 - Ben } 2,834,27
1,215,000 - Shahrnam Bid:

4,079,250 -

EXHIBIT 4

291

Page 1 of 1

CLA0434

EXHIBIT 5

EXHIBIT 5

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

Attention: Julie Skinner

Mail Tax Statements to:

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

498935

Inst #: 201109220004298

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

RPTT: \$20400.00 Ex: #

09/22/2011 02:17:13 PM

Receipt #: 921874

Requestor:

FIRST AMERICAN TITLE HOWARD

Recorded By: MSH Pgs: 5

DEBBIE CONWAY

CLARK COUNTY RECORDER

Space above this line for Recorder's use

GRANT, BARGAIN AND SALE DEED

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

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

BIDSAL000645

APPENDIX (X) 002388

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

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

2490 Paseo Verde Parkway, Suite 100

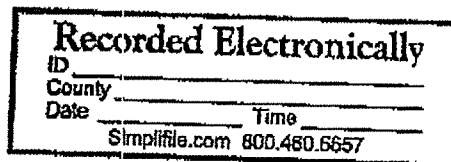
Henderson, NV 89074

Attention: Julie Skinner

Mail Tax Statements to:

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

498135



Space above this line for Recorder's use

GRANT, BARGAIN AND SALE DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Green Valley Commerce Center, LLC, a Nevada limited liability company ("Grantor"), whose address is 901 N. Green Valley Parkway, Suite 200, Henderson, NV 89074 hereby grants, bargains and sells to Green Valley Commerce, LLC, a Nevada limited liability company ("Grantee"), whose address is 9155 Las Vegas Blvd. South, Suite 200, Las Vegas, NV 889123, all of its right, title and interest in and to the real property located in the County of Clark, State of Nevada, described in **Exhibit A** attached hereto and incorporated herein by this reference (the "Property").

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

BIDSAL000646

APPENDIX (X) 022389

Dated: Sept. 19, 2011

"Grantor"

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

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

By: P. N. Ralston

Name: PHILLIP N. RALSTON

Title: EXECUTIVE VICE PRESIDENT

ACKNOWLEDGMENT

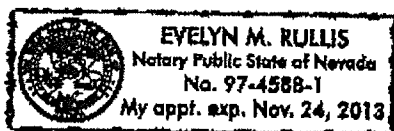
STATE OF NEVADA)

) ss:

COUNTY OF CLARK)

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

Evelyn M. Rullis
Notary Public



Evelyn M. Rullis
no 97-4588-1
Exp 11-24-2013

BIDSAL000647

Exhibit A

LEGAL DESCRIPTION

PARCEL ONE (1):

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

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 32, TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M.; THENCE NORTH 89°45'21" EAST ALONG THE SOUTH LINE THEREOF, 733.02 FEET; THENCE NORTH 37°55'09" WEST, ALONG THE CENTERLINE OF SUNSET ROAD, 203.17 FEET; THENCE NORTH 52°04'51" EAST, ALONG THE CENTERLINE OF SUNSET WAY, 350 FEET TO A POINT OF TANGENCY WITH A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1800.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°23'56", AN ARC DISTANCE OF 232.44 FEET TO A POINT; THENCE NORTH 30°31'33" WEST ALONG A RADIAL LINE AND THE CENTERLINE OF BUSTER BROWN DRIVE, 473.12 FEET; THENCE NORTH 59°28'47" EAST 25.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 30°31'13" WEST, 120.15 FEET TO A POINT OF NON-TANGENCY ON A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 25.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 85°19'18" WEST; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°21'06", AN ARC DISTANCE OF 10.63 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 50.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 70°18'40" WEST; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 109°34'17", AN ARC DISTANCE OF 95.62 FEET TO A POINT; THENCE NORTH 00°07'03" EAST, ALONG A RADIAL LINE, 204.51 FEET TO A POINT; THENCE SOUTH 89°52'57" EAST, 509.44 FEET TO A POINT; THENCE SOUTH 00°07'03" WEST, 312.60 FEET; THENCE SOUTH 89°52'57" WEST 282.00 FEET TO A POINT; THENCE SOUTH 59°28'47" WEST, 140.00 FEET TO THE TRUE POINT OF BEGINNING. EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF HENDERSON BY DEED RECORDED MAY 21, 1986 IN BOOK 860521 AS DOCUMENT NO. 00684 OF OFFICIAL RECORDS.

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

BIDSAL000648

EXHIBIT 6

EXHIBIT 6

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

Estimated Settlement Statement

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

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

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

BUYER(S):

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

By:

its:

SELLER(S):

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

Bv:

its:

EXHIBIT 7

EXHIBIT 7

Inst #: 201203160001304

Fees: \$95.00

N/C Fee: \$25.00

03/16/2012 11:01:15 AM

Receipt #: 1099486

Requestor:

NEVADA TITLE LAS VEGAS

Recorded By: MAT Pgs: 79

DEBBIE CONWAY

CLARK COUNTY RECORDER

RECORDING COVER PAGE(Must be typed or printed clearly in BLACK ink only
and avoid printing in the 1" margins of document)APN# 161-32-810-001161-32-810-002(11 digit Assessor's Parcel Number may be obtained at:
<http://redrock.co.clark.nv.us/assrealprop/ownr.aspx>)**TITLE OF DOCUMENT**

(DO NOT Abbreviate)

Declaration of Covenants, Conditions and Restrictions
and Reservation of Easements for Green Valley
Commerce CenterDocument Title on cover page must appear EXACTLY as the first page of the
document to be recorded.**RECORDING REQUESTED BY:**Nevada Title CompanyRETURN TO: Name WEST Coast InvestmentsAddress 14039 Sherman way B1City/State/Zip Van Nuys, Ca 91405**MAIL TAX STATEMENT TO: (Applicable to documents transferring real property)**Name WEST Coast InvestmentsAddress 14039 Sherman way B1City/State/Zip Van Nuys, Ca 91405

This page provides additional information required by NRS 111.312 Sections 1-2.

An additional recording fee of \$1.00 will apply.

To print this document properly—do not use page scaling.

RECORDING COVER PAGE

(Must be typed or printed clearly in BLACK ink only
and avoid printing in the 1" margins of document)

APN# 161-32-810-001
161-32-810-002

(11 digit Assessor's Parcel Number may be obtained at:
<http://redrock.co.clark.nv.us/assrrealprop/ownr.aspx>)

TITLE OF DOCUMENT
(DO NOT Abbreviate)

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

Document Title on cover page must appear EXACTLY as the first page of the document to be recorded.

RECORDING REQUESTED BY:

Nevada Title Company

RETURN TO: Name WEST Coast Investments
Address 14039 Sherman way B1
City/State/Zip Van Nuys, Ca 91405

MAIL TAX STATEMENT TO: (Applicable to documents transferring real property)

Name WEST Coast Investments
Address 14039 Sherman way B1
City/State/Zip Van Nuys, Ca 91405

This page provides additional information required by NRS 111.312 Sections 1-2.
An additional recording fee of \$1.00 will apply.
To print this document properly—do not use page scaling.

APN: 161-32-810-001 4002

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

FOR

GREEN VALLEY COMMERCE CENTER

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

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

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

WITNESSETH:

WHEREAS:

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

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

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

ARTICLE 1

DEFINITIONS

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

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

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

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

ARTICLE 2

USE RESTRICTIONS

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

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

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

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

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

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

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

ARTICLE 3 **EASEMENTS**

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

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

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

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

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

as to any private Utility Lines

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

Section 3.4 **Additional Easements.**

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

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

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

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

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

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

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

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

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

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

ARTICLE 4 **ARCHITECTURAL CONTROL**

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

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

Section 4.2 **General Provisions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Occupants of the Center and their Permittees.

ARTICLE 5

ASSOCIATION

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

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

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

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

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

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

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

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

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

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

ARTICLE 6

MAINTENANCE AREA EXPENSES; ASSESSMENTS

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

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

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

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

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

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

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

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

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

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

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

Section 6.7 **Capital Improvement Assessment.** The Board, with the vote of Members representing at least fifty-one percent (51%) of the voting power of the Association, may levy, in any fiscal year, a capital improvement assessment applicable to that fiscal year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Center, including fixtures and personal property related thereto. All such capital improvement assessments must be fixed in the same proportion as Regular Assessments are levied, and may be collected in the manner and frequency as determined by the Board from time to time.

Section 6.8 **Special Assessments.** The Association may levy Special Assessments against specific Owners and/or Occupants who have caused the Association to incur special expenses due to willful or negligent acts of said Owners, Occupants, and their respective Permittees. Special Assessments also shall include, without limitation, late payment penalties, interest charges, fines, administrative fees, attorneys' fees, amounts expended to enforce assessment liens against Owners as provided for herein, and other charges of similar nature. Special Assessments, if not paid timely when due, shall constitute unpaid or delinquent assessments pursuant to this Declaration.

Section 6.9 **Uniform Rate of Assessment.** Regular Assessments, and Capital Improvement Assessments shall be assessed at an equal and uniform rate against all Owners and their Lots, prorated on the respective Pro Rata share of each relevant Lot.

Section 6.10 **Exempt Property.** The following property subject to this Declaration shall be exempt from the assessments herein:

- (a) All portions, if any, of the Center dedicated to and accepted by, the United States, the State of Nevada, the County, the City, or any political subdivision of any of the foregoing, or any public agency, entity or authority, for so long as such entity or political subdivision is the owner thereof, or for so long as such dedication remains effective; and
- (b) Any Maintenance Area owned by the Association in fee.

ARTICLE 7

EFFECT OF NONPAYMENT OF ASSESSMENTS; ASSOCIATION REMEDIES

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

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

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

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

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

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

Section 7.5 **Cure of Default.** Upon the timely cure of any default for which a notice of default and election to sell was filed by the Association, the officers thereof shall record an appropriate release of lien, upon payment by the defaulting Owner of a reasonable fee to be determined by the Board, to cover the cost of preparing and recording such release. A certificate, executed and acknowledged by two (2) members of the Board of Directors, stating the indebtedness secured by the lien upon any Lot created hereunder, shall be conclusive upon the Association and, if acknowledged by the Owner, shall be binding on such Owner as to the amount of such indebtedness as of the date of the certificate, in favor of all Persons who rely thereon in good faith. Such certificate shall be furnished to any Owner upon request, at a reasonable fee, to be determined by the Board.

Section 7.6 **Cumulative Remedies.** The assessment liens and the rights of foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law or in equity, including a suit to recover a money judgment for unpaid assessments, as provided above.

Section 7.7 **Mortgagee Protection.** Notwithstanding all other provisions hereof, no lien created under this Article 7, nor the enforcement of any provision of this Declaration shall defeat or render invalid the rights of the beneficiary under any Qualifying Mortgage (as defined below) encumbering a Lot, made in good faith and for value; provided that after such beneficiary or other Person obtains title to such Lot by judicial foreclosure, other foreclosure, or exercise of power of sale, such Lot shall remain subject to this Declaration and the payment of all installments of assessments accruing subsequent to the date such beneficiary or other Person obtains title. The lien of the assessments, including interest and costs, shall be subordinate to the lien of any Qualifying Mortgage on the Lot. The release or discharge of any lien for unpaid assessments due to the foreclosure or exercise of power of sale by the trustee or beneficiary shall not relieve the prior Owner of its personal obligation for the payment of such unpaid assessments. "Qualifying Mortgage" shall mean a First Mortgage, and any Qualifying Second Mortgage. "First Mortgage" shall mean the first priority Mortgage of record encumbering a Lot. "Qualifying Second Mortgage" shall mean a second priority Mortgage, junior only to a First Mortgage, recorded concurrently with a First Mortgage (i.e., securing SBA 504 financing) or otherwise approved in writing by Declarant or the Board. "Eligible Beneficiary" shall mean a Beneficiary under a Qualifying Mortgage which has notified the Association, in writing, that it is such a beneficiary, with regard to a specified Lot (and said written notification must include the name and address of the beneficiary, and the description and address of the Lot).

Section 7.8 **Priority of Assessment Lien.** Recording of the Declaration constitutes record notice and perfection of a lien for assessments. A lien for assessments, including interest, costs, and attorneys' fees, as provided for herein, shall be prior to all

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

ARTICLE 8

BUILDING UPKEEP AND MAINTENANCE.

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

ARTICLE 9

INSURANCE

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

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

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

ARTICLE 10

DAMAGE TO IMPROVEMENTS

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

ARTICLE 11 **EMINENT DOMAIN**

- Section 11.1 **Condemnation.** If the whole or any part of the real Property comprising the Center shall be taken by right of eminent domain or any similar authority of law (a "**Taking**"), the entire award for the value of the land and improvements so taken shall belong to the Owner of the property so taken or to such Owner's Mortgagees or Permittees, as their interests may appear, and no other Owner shall have a right to claim any portion of such award by virtue of any interest created by this Declaration. Any Owner of any real property which is not the subject of a Taking may, however, file a collateral claim with the condemning authority over and above the value of the land being so taken to the extent of any damage suffered by such Owner resulting from the severance of the land or improvements so take if such claim shall not operate to reduce the award allocable to the Owner of the property taken.
- Section 11.2 **Reallocation Following Condemnation.** Following the Condemnation of any Owners Lot or portions thereof ("**Condemnation**"), the Association shall deduct

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

ARTICLE 12

RIGHTS OF MORTGAGEES

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

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

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

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

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

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

ARTICLE 14 **NOT A PUBLIC DEDICATION**

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

ARTICLE 15 **BREACH SHALL NOT PERMIT TERMINATION**

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

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

ARTICLE 16

INDEMNITY

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

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

ARTICLE 17

CONFORMITY TO LAWS

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

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

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

ARTICLE 18

CONSTRUCTION BY DECLARANT

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

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

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

ARTICLE 19
MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

entitlements and applicable laws.

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

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

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

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

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

By: *Shawn Bidsal*
AKA Shawn Bidsal
SHAHAM BIDSAL

STATE OF NEVADA)
)
COUNTY OF CLARK)

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

NOTARY PUBLIC
(Seal)

State of California

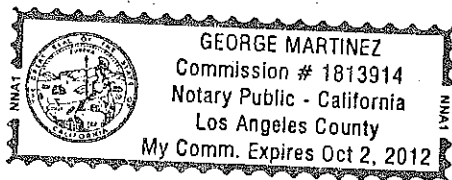
County of LOS ANGELES

} 55.

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT**On MARCH 15, 2012, before me, GEORGE MARTINEZ, NOTARY PUBLIC,
Date Printed Name of Notary Publicpersonally appeared SHAHRAM BIDSAL,
Printed Name(s) of Signer(s)☐ personally known to me - or -☒ proved to me on the basis of satisfactory evidence:☐ form(s) of identificationCALIFORNIA D/L V8124133☐ credible witness(es)

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

WITNESS my hand and official seal.



(Seal)

Signature of Notary Public

OPTIONAL INFORMATION

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

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document

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

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

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

Title(s)

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

representing: _____

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

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

EXHIBIT "A"

[Description of Property]

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

Exhibit A



CONSULTING ENGINEERS • PLANNERS • SURVEYORS

2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

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

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

LEGAL DESCRIPTION
BLDG - B

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

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

THENCE ALONG THE FOLLOWING EIGHTEEN (18) COURSES:

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

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

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

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

BASIS OF BEARINGS:

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

END OF DESCRIPTION.

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

Exhibit B



CONSULTING ENGINEERS • PLANNERS • SURVEYORS

2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

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

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

LEGAL DESCRIPTION
BLDG - D

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

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

THENCE ALONG THE FOLLOWING TWENTY SIX (26) COURSES:

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

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

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

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

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

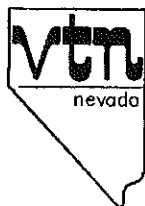
BASIS OF BEARINGS:

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

END OF DESCRIPTION.

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

Exhibit C



CONSULTING ENGINEERS • PLANNERS • SURVEYORS

2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

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

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

LEGAL DESCRIPTION
BLDG - A

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

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

THENCE ALONG THE FOLLOWING TWENTY EIGHT (28) COURSES:

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

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

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

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

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

BASIS OF BEARINGS:

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

END OF DESCRIPTION.

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

Exhibit "D"



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

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

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

LEGAL DESCRIPTION
BLDG - C

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

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

THENCE ALONG THE FOLLOWING THIRTY TWO (32) COURSES:

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

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

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

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

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

BASIS OF BEARINGS:

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

END OF DESCRIPTION.

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

Exhibit "E"



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

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

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

LEGAL DESCRIPTION
BLDG - E

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

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

THENCE ALONG THE FOLLOWING THIRTY (30) COURSES:

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

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

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

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

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

BASIS OF BEARINGS:

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

END OF DESCRIPTION.

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

Exhibit "F"



CONSULTING ENGINEERS • PLANNERS • SURVEYORS

2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

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

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

**LEGAL DESCRIPTION
BLDG - F**

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

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

THENCE ALONG THE FOLLOWING TWENTY FOUR (24) COURSES:

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

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

(19) SOUTH 89°42'17" EAST, 14.75 FEET;
(20) NORTH 45°33'50" EAST, 7.18 FEET;
(21) SOUTH 89°24'34" EAST, 10.19 FEET;
(22) SOUTH 00°14'49" WEST, 35.04 FEET;
(23) SOUTH 89°52'01" WEST, 24.98 FEET;
(24) SOUTH 00°15'10" WEST, 34.92 FEET TO THE POINT OF BEGINNING.

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

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

BASIS OF BEARINGS:

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

END OF DESCRIPTION.

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

Exhibit "G"



CONSULTING ENGINEERS • PLANNERS • SURVEYORS

2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

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

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

LEGAL DESCRIPTION
BLDG - G

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

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

THENCE ALONG THE FOLLOWING TWENTY FOUR (24) COURSES:

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

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

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

CONTAINING: 11,184 SQUARE FEET, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

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

BASIS OF BEARINGS:

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

END OF DESCRIPTION.

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

Exhibit H



CONSULTING ENGINEERS • PLANNERS • SURVEYORS

2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

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

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

LEGAL DESCRIPTION
BLDG - H

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

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

THENCE ALONG THE FOLLOWING SIXTEEN (16) COURSES:

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

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

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

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

BASIS OF BEARINGS:

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

END OF DESCRIPTION.

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

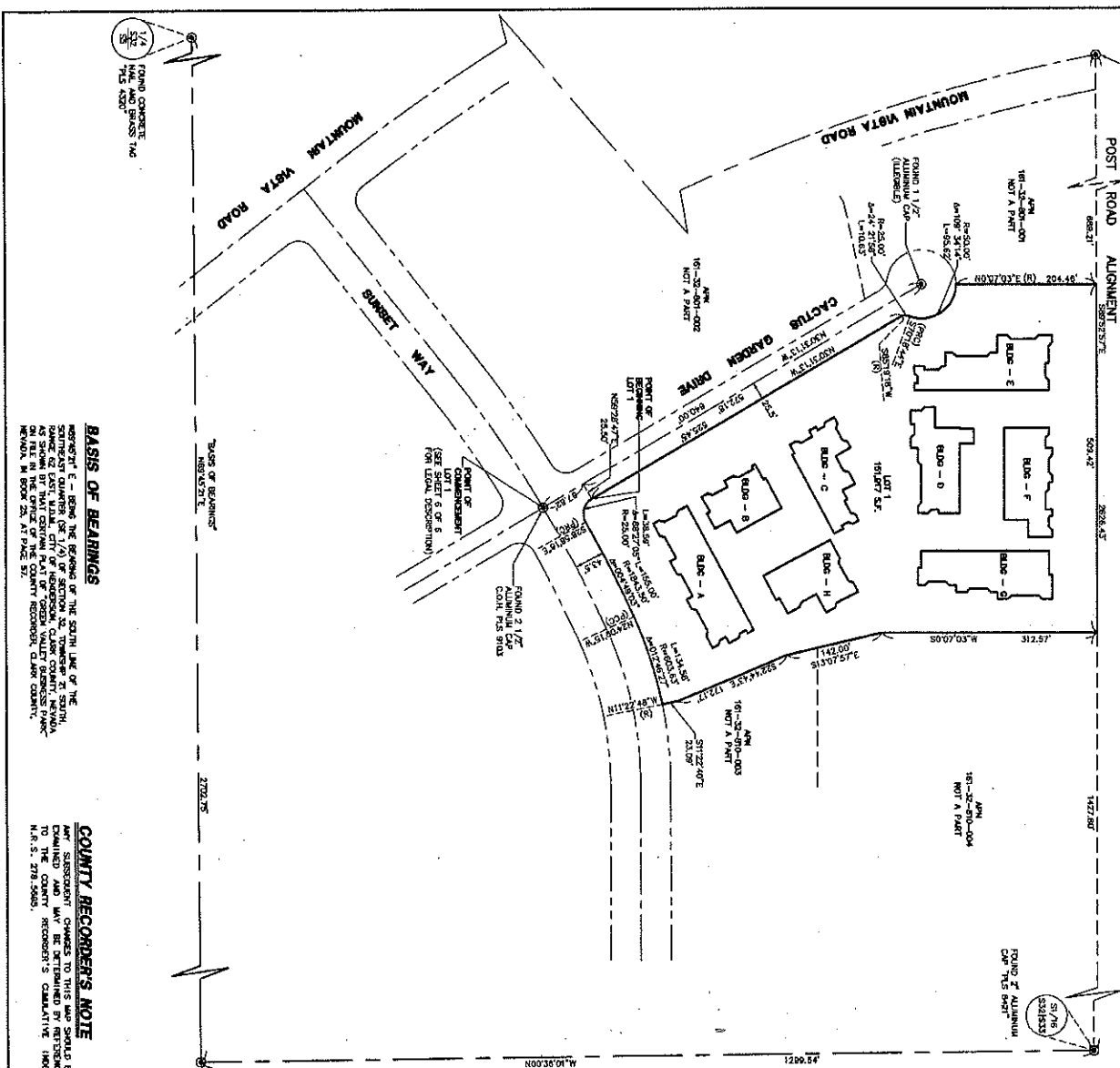
EXHIBIT "B"

[Site Plan]

See attached

RECORD OF SURVEY

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



BASIS OF BEARINGS
BEARING C - BEING THE BEARING OF THE SOUTH LINE OF THE
SOUTHEAST QUARTER (SE 1/4) OF SECTION 32, TOWNSHIP 21 SOUTH,
RANGE 82 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY,
NEVADA, AS SHOWN BY THE COUNTY RECORDED PLAT OF GREEN VALLEY BUSINESS PARK,
RECORD 185, BOOK 25, AT PAGE 57.

COUNTY RECORDER'S NOTE
THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32, TOWNSHIP 21 SOUTH,
RANGE 82 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY,
NEVADA, AS SHOWN BY THE COUNTY RECORDED PLAT OF GREEN VALLEY BUSINESS PARK,
RECORD 185, BOOK 25, AT PAGE 57.

SURVEYOR'S CERTIFICATE

1. I, ANTHONY ZICORI, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, AS AN AGENT FOR VIN REYNOLDS, CERTIFY THAT:
2. THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INTERSECTION OF GREEN VALLEY BUSINESS PARK, LOT 7, AND THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32, TOWNSHIP 21 SOUTH, RANGE 82 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY, NEVADA, AND THE SURVEY WAS COMPLETED ON AUGUST 01/2011.
3. THIS PLAT COMPLETES WITH THE APPLICABLE STATE STATUTES, AND I HAVE GIVEN MY BEST JUDGMENT TO THE SURVEY AND THE CORRESPONDING RECORD.
4. THE INFORMATION REPORTED BY THE PLAT WILL BE OF THE HIGHEST QUALITY AND RELIABILITY.

ANTHONY ZICORI, P.L.S.
NEVADA LICENSE NO. 11446
Anthony Zicori

LEGEND

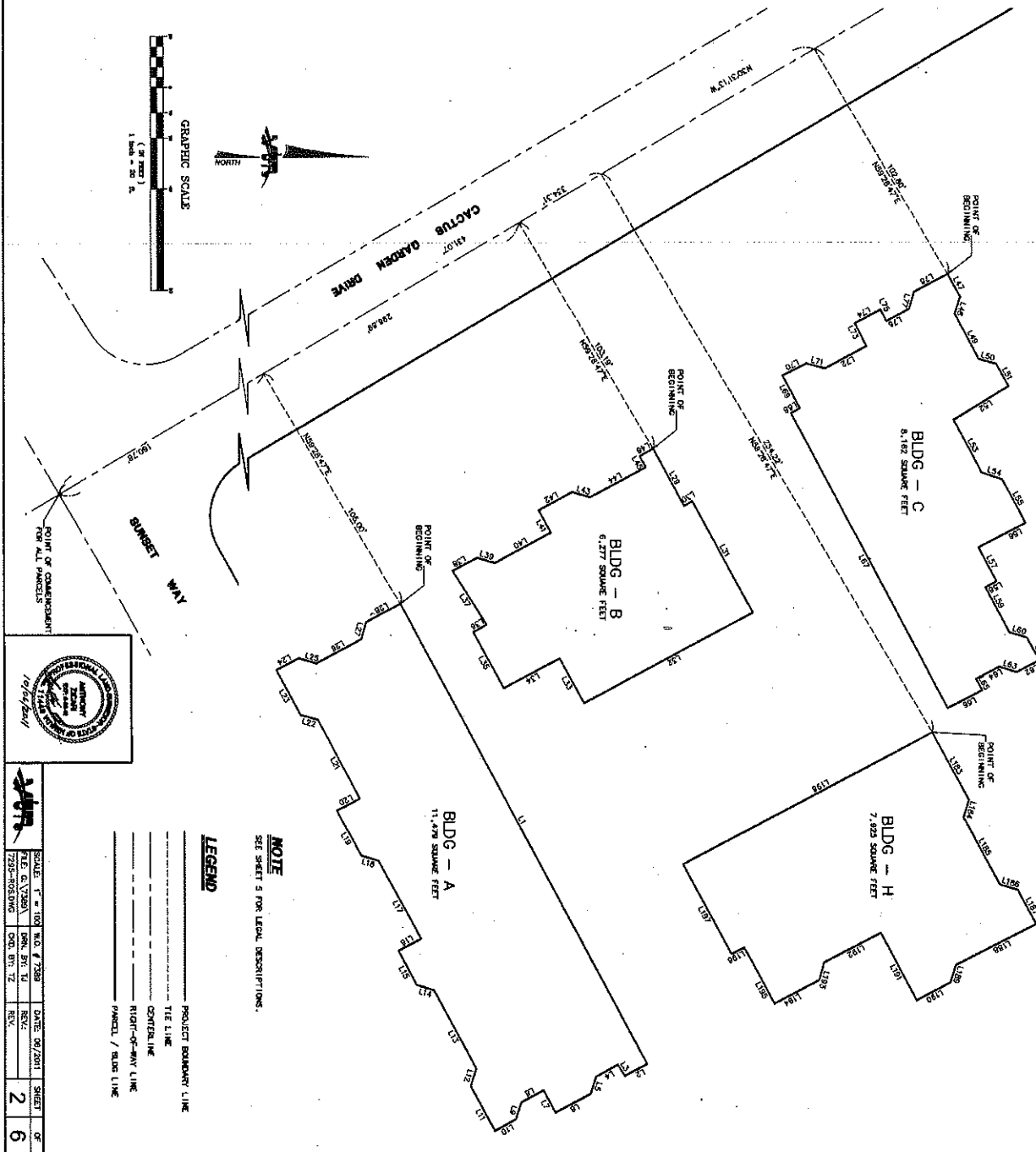
- PROJECT BOUNDARY LINE
- PARCEL / BLDG LINE
- SECTION LINE
- QUARTER SECTION LINE
- RIGHT-OF-WAY LINE
- CENTERLINE
- FOUND MONUMENT AS NOTED
- ASSESSORS PARCEL NUMBER
- BLD
- GENERAL LAND OFFICE
- RD
- RAILROAD LINE
- POINT OF REVERSE CURVE
- POINT OF COMPOUND CURVE

CONSULTING ENGINEER - PLANNING - LAND SURVEYING		NO. 004371	
FILED AT THE REQUEST OF :		VIN	
RECORD OF SURVEY		DATED 10/17/11	
GREEN VALLEY BUSINESS PARK, LLC		FILED 185	
BEING A PORTION OF LOT 7, OF SECTION 32, TOWNSHIP 21 SOUTH, RANGE 82 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY, NEVADA, AS SHOWN BY THE COUNTY RECORDED PLAT OF GREEN VALLEY BUSINESS PARK, RECORD 185, BOOK 25, AT PAGE 57.		PAGE 57	
SCALE: N/A		SHEET 1 OF 6	
FILED 07/28/11		DATE 08/01/11	
7380-INS-LINE		SHEET 1 OF 6	
SHEET 1 OF 6		SHEET 1 OF 6	

RECORD OF SURVEY

OF A PORTION OF LOT 7A OF GREEN VALLEY BUSINESS PARK 25 OF PLATS, AT PAGE 57,
 LOCATED WITHIN THE SOUTH HALF (S 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF
 SECTION 22, TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY, NEVADA

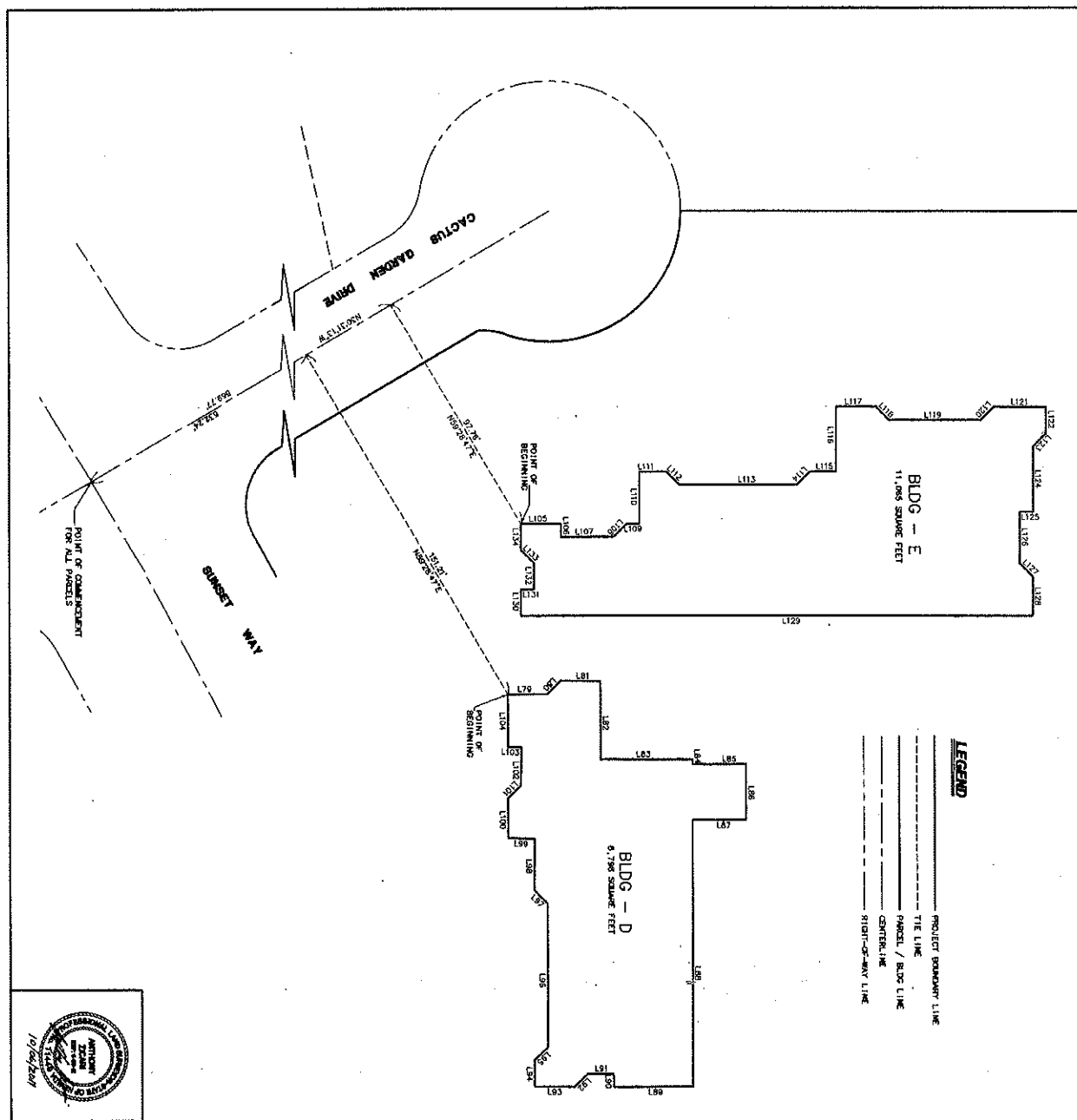
COURSE TABLE			COURSE TABLE		
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
1	N62°00'00"E	205.03'	146	S72°46'00"E	71.0'
2	S28°00'00"E	9.94'	147	S72°46'00"E	71.0'
3	S88°00'00"E	5.16'	148	N62°00'00"E	10.00'
4	S28°00'00"E	9.94'	149	N62°00'00"E	10.00'
5	S72°00'00"E	71.5'	150	N62°00'00"E	10.00'
6	S28°00'00"E	15.48'	151	N62°00'00"E	10.00'
7	S28°00'00"E	9.97'	152	N62°00'00"E	10.00'
8	S28°00'00"E	9.97'	153	N62°00'00"E	10.00'
9	S28°00'00"E	9.97'	154	N62°00'00"E	10.00'
10	S28°00'00"E	9.97'	155	N62°00'00"E	10.00'
11	S28°00'00"E	9.97'	156	N62°00'00"E	10.00'
12	S28°00'00"E	9.97'	157	N62°00'00"E	10.00'
13	S28°00'00"E	9.97'	158	N62°00'00"E	10.00'
14	S28°00'00"E	9.97'	159	N62°00'00"E	10.00'
15	S28°00'00"E	9.97'	160	N62°00'00"E	10.00'
16	S28°00'00"E	9.97'	161	N62°00'00"E	10.00'
17	S28°00'00"E	9.97'	162	N62°00'00"E	10.00'
18	S28°00'00"E	9.97'	163	N62°00'00"E	10.00'
19	S28°00'00"E	9.97'	164	N62°00'00"E	10.00'
20	S28°00'00"E	9.97'	165	N62°00'00"E	10.00'
21	S28°00'00"E	9.97'	166	N62°00'00"E	10.00'
22	S28°00'00"E	9.97'	167	N62°00'00"E	10.00'
23	S28°00'00"E	9.97'	168	N62°00'00"E	10.00'
24	S28°00'00"E	9.97'	169	N62°00'00"E	10.00'
25	S28°00'00"E	9.97'	170	N62°00'00"E	10.00'
26	S28°00'00"E	9.97'	171	N62°00'00"E	10.00'
27	S28°00'00"E	9.97'	172	N62°00'00"E	10.00'
28	S28°00'00"E	9.97'	173	N62°00'00"E	10.00'
29	S28°00'00"E	9.97'	174	N62°00'00"E	10.00'
30	S28°00'00"E	9.97'	175	N62°00'00"E	10.00'
31	S28°00'00"E	9.97'	176	N62°00'00"E	10.00'
32	S28°00'00"E	9.97'	177	N62°00'00"E	10.00'
33	S28°00'00"E	9.97'	178	N62°00'00"E	10.00'
34	S28°00'00"E	9.97'	179	N62°00'00"E	10.00'
35	S28°00'00"E	9.97'	180	N62°00'00"E	10.00'
36	S28°00'00"E	9.97'	181	N62°00'00"E	10.00'
37	S28°00'00"E	9.97'	182	N62°00'00"E	10.00'
38	S28°00'00"E	9.97'	183	N62°00'00"E	10.00'
39	S28°00'00"E	9.97'	184	N62°00'00"E	10.00'
40	S28°00'00"E	9.97'	185	N62°00'00"E	10.00'
41	S28°00'00"E	9.97'	186	N62°00'00"E	10.00'
42	S28°00'00"E	9.97'	187	N62°00'00"E	10.00'
43	S28°00'00"E	9.97'	188	N62°00'00"E	10.00'
44	S28°00'00"E	9.97'	189	N62°00'00"E	10.00'
45	S28°00'00"E	9.97'	190	N62°00'00"E	10.00'
46	S28°00'00"E	9.97'	191	N62°00'00"E	10.00'
47	S28°00'00"E	9.97'	192	N62°00'00"E	10.00'
48	S28°00'00"E	9.97'	193	N62°00'00"E	10.00'
49	S28°00'00"E	9.97'	194	N62°00'00"E	10.00'
50	S28°00'00"E	9.97'	195	N62°00'00"E	10.00'
51	S28°00'00"E	9.97'	196	N62°00'00"E	10.00'
52	S28°00'00"E	9.97'	197	N62°00'00"E	10.00'
53	S28°00'00"E	9.97'	198	N62°00'00"E	10.00'
54	S28°00'00"E	9.97'	199	N62°00'00"E	10.00'
55	S28°00'00"E	9.97'	200	N62°00'00"E	10.00'



SCALE	DATE	SHEET
1" = 100'	08/20/01	2
FILE 6-172891	DATE 08/20/01	6
7355-7050-000	DATE 08/20/01	6

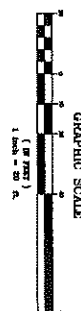
RECORD OF SURVEY

OF A PORTION OF LOT 74 OF GREEN VALLEY BUSINESS PARK 25 OF PLATS, AT PAGE 57,
 LOCATED WITHIN THE SOUTH HALF (S 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF
 SECTION 22, TOWNSHIP 21 SOUTH, RANGE 82 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY, NEVADA



LEGEND

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



COURSE TABLE			COURSE TABLE		
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
129	N03°30'E	15.00'	137	N07°52'E	20.04'
130	N45°19.42'W	7.66'	138	N45°00.00'W	6.75'
131	N02°00'E	15.15'	139	N13°02'W	5.08'
132	N48°55.59'E	28.80'	140	S89°58.27'W	18.80'
133	N07°52'E	34.88'	141	N07°52'W	10.20'
134	N68°00.55'E	1.80'	142	N45°45'W	7.07'
135	N07°43'E	20.57'	143	N03°53'E	46.07'
136	S88°53.52'E	21.53'	144	N44°12'W	7.08'
137	S07°01'W	20.59'	145	N07°11'W	8.81'
138	S89°53.52'E	101.54'	146	N68°45'W	24.81'
139	S08°13'E	20.15'	147	N02°04'E	15.11'
140	S88°55.46'W	5.11'	148	N45°19.42'E	7.53'
141	S07°46'E	8.75'	149	N07°02'E	34.82'
142	S44°34.54'E	7.07'	150	N45°00'W	7.15'
143	S02°28'W	15.16'	151	N07°54'E	20.10'
144	N68°54.57'W	10.23'	152	N89°55.53'E	10.01'
145	N43°36.37'W	8.87'	153	S45°31.55'E	7.17'
146	N68°54.58'W	65.82'	154	S89°53.52'E	25.11'
147	S45°20.57'W	7.18'	155	S07°02'E	5.05'
148	N68°21.32'W	19.67'	156	S88°44.53'E	13.78'
149	S10°13'W	10.00'	157	N45°25.43'E	7.16'
150	S88°02.00'W	18.15'	158	S88°42.43'E	14.82'
151	N44°29.58'W	7.12'	159	S07°48'W	19.32'
152	N68°10'W	14.55'	160	S89°45.00'W	10.07'
153	S07°17'W	5.23'	161	N09°39'E	4.86'
154	S89°57.15'W	20.05'	162	N68°20.54'W	9.88'
155	N03°03'E	15.05'	163	S44°57'W	7.17'
156	N68°55.59'E	6.02'	164	N68°57.53'W	10.10'

NOTE
 SEE SHEET 5 FOR LEGAL DESCRIPTIONS.



SCALE: 1" = 100'	FILE: 8/2388	DATE: 08/20/2011	SHEET: 3	OF: 6
7385-ROS.DWG	DRN: 87-1	REV: 1		
DRN: 87-1	REV: 1			

RECORD OF SURVEY

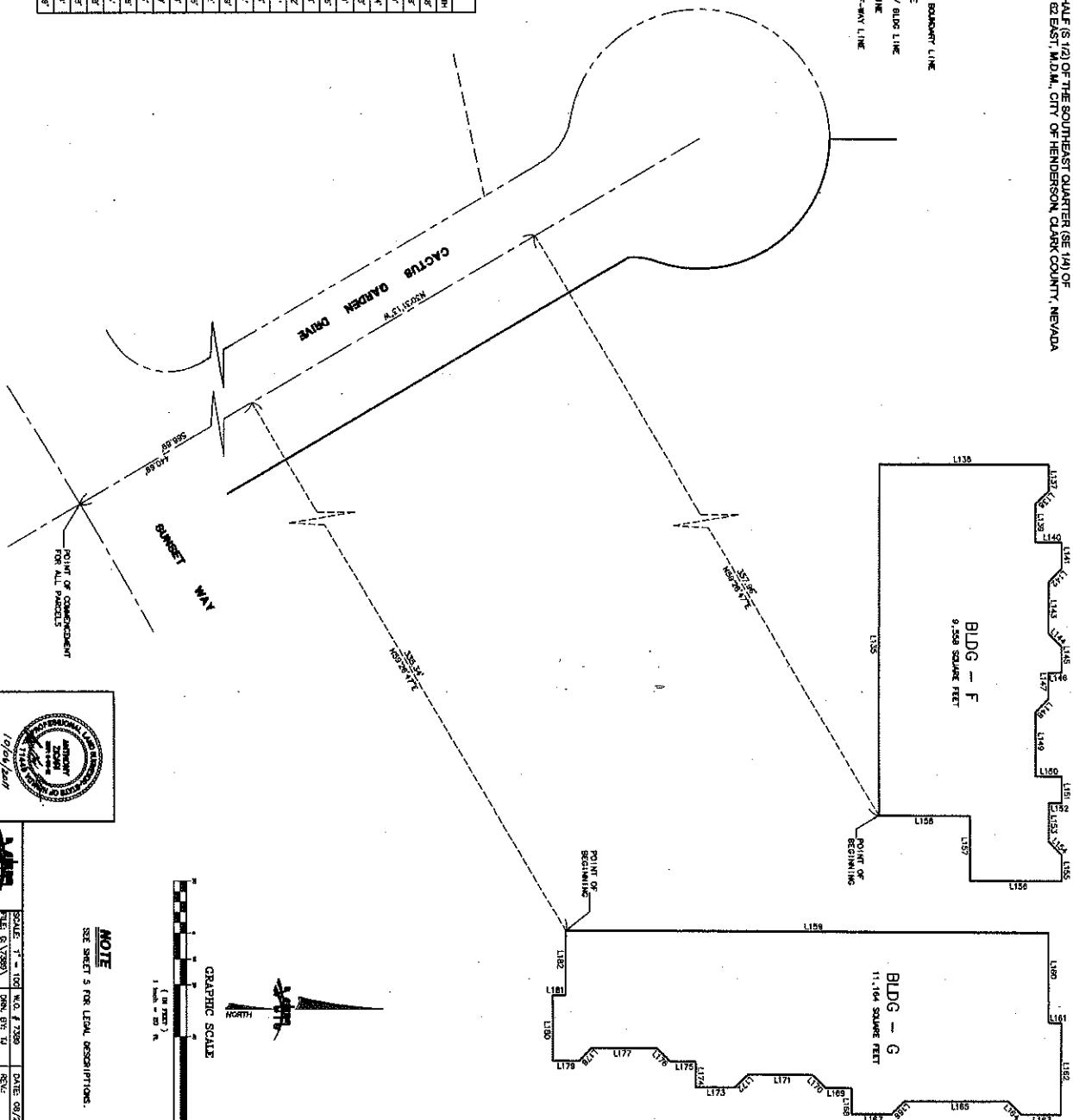
OF A PORTION OF LOT 14 OF GREEN VALLEY BUSINESS PARK BOOK 25 OF PLATS AT PAGE 57,
 LOCATED WITHIN THE SOUTH HALF (S 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF
 SECTION 32, TOWNSHIP 21 SOUTH, RANGE 82 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY, NEVADA

LEGEND

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

NO.	BEARING	LENGTH
L135	N89°33'30"E	150.04'
L136	N00°14'E	64.85'
L137	N89°58'56"E	10.04'
L138	S44°13'5"E	7.88'
L139	S89°43'27"E	14.25'
L140	N10°22'2"E	10.04'
L141	N89°43'34"E	10.04'
L142	S45°37'28"E	7.20'
L143	S89°44'03"E	19.83'
L144	N00°14'5"E	7.07'
L145	S89°53'57"E	10.86'
L146	S14°57'5"E	4.88'
L147	S89°42'33"E	9.86'
L148	S89°43'03"E	6.99'
L149	S89°43'35"E	24.35'
L150	N63°53'2"E	10.07'
L151	N89°52'13"E	10.16'
L152	S24°04'6"E	4.88'
L153	S89°43'7"E	14.25'
L154	N45°33'0"E	7.10'
L155	S89°43'34"E	10.16'
L156	S01°44'W	35.04'
L157	S89°52'01"W	24.95'
L158	S01°51'W	24.92'

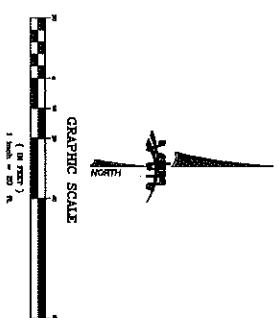
NO.	BEARING	LENGTH
L159	N00°34'E	185.16'
L160	N89°52'2"E	24.88'
L161	N11°24'E	4.88'
L162	S89°48'24"E	35.24'
L163	S00°07'59"W	15.06'
L164	S45°15'2"W	7.20'
L165	S00°5'36"E	29.86'
L166	S44°35'10"E	5.88'
L167	S00°16'W	15.22'
L168	S89°36'16"W	18.97'
L169	S00°14'W	18.53'
L170	S45°15'56"W	7.16'
L171	S00°40'W	24.85'
L172	S44°28'16"E	7.22'
L173	S00°44'W	14.86'
L174	N89°44'25"W	5.85'
L175	S01°48'W	5.84'
L176	S45°01'22"W	7.15'
L177	S02°37'W	24.98'
L178	S45°01'24"E	7.10'
L179	S02°04'W	10.08'
L180	S89°54'08"W	25.16'
L181	N00°07'48"W	4.84'
L182	N89°53'30"W	24.85'



10/04/2007

SCALE: 1" = 100' N.E. 1/2389 DATE: 08/20/11 SHEET: 4 OF 6
 FILE: 6-V2893 DWN: DR: U REV: 1755-INDS:DWG COO: DR: T2 REV: 185/0007

NOTE
 SEE SHEET 3 FOR LEGAL DESCRIPTION.



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

[illegible][illegible][illegible]

(1) NORTH 81°56'00" EAST, 30.04 FEET;
(2) NORTH 81°24'00" EAST, 30.04 FEET;
(3) NORTH 81°24'00" EAST, 30.04 FEET;
(4) SOUTH 87°43'00" EAST, 24.06 FEET;
(5) SOUTH 87°43'00" EAST, 24.06 FEET;
(6) SOUTH 87°43'00" EAST, 24.06 FEET;
(7) SOUTH 87°43'00" EAST, 24.06 FEET;
(8) SOUTH 87°43'00" EAST, 24.06 FEET;
(9) SOUTH 87°43'00" EAST, 24.06 FEET;
(10) SOUTH 87°43'00" EAST, 24.06 FEET;
(11) SOUTH 87°43'00" EAST, 24.06 FEET;
(12) SOUTH 87°43'00" EAST, 24.06 FEET;
(13) SOUTH 87°43'00" EAST, 24.06 FEET;
(14) SOUTH 87°43'00" EAST, 24.06 FEET;
(15) NORTH 28°03'00" WEST, 10.00 FEET;
(16) NORTH 28°03'00" WEST, 10.00 FEET;
CONTAINING 7,223 SQUARE FEET, MORE OR LESS, AS DETERMINED BY
COURTNEY MEMPHIS.

SCALE: 1" = 100' E.O. # 7380 DATE: 06/20/11



10/06/2011

OF A PORTION OF LOT 74 OF "GREEN VALLEY BUSINESS PARK BOOK 25 OF PLATS, AT PAGE 57,
LOCATED WITHIN THE SOUTH HALF (S 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF
SECTION 32, TOWNSHIP 21 SOUTH, RANGE 52 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY, NEVADA.

BEING A SECTION OF LOT A OF "HILL COUNTRY ESTATES," SITUATED IN THE NORTHWEST CORNER OF SECTION 32, TOWNSHIP 12 NORTH, RANGE 23 EAST, COUNTY OF HENDERSON, CLARK COUNTY, NEVADA. THE TRACT BEING A QUARTER 57, LOCATED WITHIN THE SEALTH QUARTER 33 1/2 OF THE EAST 1/4 OF SECTION 32, TOWNSHIP 12 NORTH, RANGE 23 EAST, ALMO, CITY OF HENDERSON, CLARK COUNTY, NEVADA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CORNERING AT CORNERLINE INTERSECTION OF "SHORT WAY AND CACTUS" DRIVE (TOWNSHIP) KNOWN AS "BISTROT STREET DRIVE" BEING WADSWORTH DRIVE, TOWNSHIP 12 NORTH, RANGE 23 EAST, COUNTY OF HENDERSON, CLARK COUNTY, NEVADA. ALONG THE CORNERLINE OF SAID CACTUS DRIVE, 25.50 FEET TO THE EASTERN RIGHT-OF-WAY OF SAID CACTUS DRIVE, 25.50 FEET TO THE EASTERN RIGHT-OF-WAY OF SAID CACTUS DRIVE, SAME

[illegible]

(3) NORTH 0004307 EAST 15.16 FEET
(4) NORTH 0095256 EAST 22.80 FEET
(5) NORTH 0017152 EAST 14.88 FEET
(6) NORTH 0017152 EAST 15.84 FEET
(7) NORTH 0017143 EAST 20.87 FEET
(8) SOUTH 0081352 EAST 21.33 FEET
(9) SOUTH 0007071 WEST 20.58 FEET
(10) SOUTH 0090356 EAST 10.34 FEET
(11) SOUTH 0090356 EAST 11.11 FEET
(12) SOUTH 0090343 WEST 5.11 FEET
(13) SOUTH 0007146 EAST 9.75 FEET
(14) SOUTH 4434541 EAST 7.07 FEET
(15) SOUTH 0002921 WEST 15.16 FEET
(16) NORTH 8049457 WEST 10.23 FEET

(14) SOUTH 45.530' EAST, 5.59' FEET;
(15) SOUTH 69.303' EAST, 24.73' FEET;
(16) SOUTH 69.317' EAST, 10.16' FEET;
(17) NORTH 69.317' EAST, 10.16' FEET;
(18) SOUTH 69.304' EAST, 4.58' FEET;
(19) SOUTH 69.417' EAST, 14.75' FEET;
(20) NORTH 47.350' EAST, 7.16' FEET;
(21) SOUTH 69.730' EAST, 10.19' FEET;
(22) SOUTH 69.730' EAST, 10.19' FEET;
(23) SOUTH 69.730' WEST, 24.66' FEET;
(24) SOUTH 69.730' WEST, 24.62' FEET TO THE POINT OF BEGINNING.

CHANGING 5.525' SQUARE FEET, MORE OR LESS, AS DETERMINED BY
COUNTER MEASUREMENT.

[illegible]

(1) NORTH 18°15' E. EAST, 48.50 FEET.
 (2) SOUTH 20°55' E. EAST, 78.50 FEET.
 (3) SOUTH 15°40' E. WEST, 10.40 FEET.
 (4) SOUTH 15°40' E. WEST, 10.40 FEET.
 (5) SOUTH 61°24' E. WEST, 25.04 FEET.
 (6) NORTH 35°51' W. WEST, 5.09 FEET.
 (7) NORTH 35°51' W. WEST, 5.09 FEET.
 (8) NORTH 27°24' E. WEST, 10.65 FEET.
 (9) NORTH 16°14' S. EAST, 7.15 FEET.
 (10) NORTH 20°15' S. WEST, 5.04 FEET.
 (11) NORTH 20°15' S. WEST, 5.04 FEET.
 (12) NORTH 15°54' E. WEST, 7.26 FEET.
 (13) NORTH 15°54' E. WEST, 7.26 FEET.
 (14) NORTH 27°56' E. WEST, 14.91 FEET.
 (15) NORTH 27°56' E. WEST, 14.91 FEET.
 (16) SOUTH 69°42' E. WEST, 5.01 FEET.
 (17) SOUTH 69°42' E. WEST, 5.01 FEET.
 (18) NORTH 22°38' E. WEST, 5.88 FEET.

TO THE NORTH OF EXHIBITION.

BEING A PORTION OF LOT A OF THAT CERTAIN COMMERCE, SPRINGBUSH AND KNOX AVENUE VALLEY ESTATES PLANT, OF THE CITY OF THE DISTRICT OF COLUMBIA, BEING MORE PARTICULARLY SHOWN AND DESCRIBED ON THE SURVEY MAP OF THE SAID VALLEY ESTATES PLANT, BEING THE SOUTH HALF OF THE SOUTHWESTERLY CORNER OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 12 WEST, 116 FEET;

(23) NORTH 37°19'39" WEST, 106.68 FEET;

(24) NORTH 89°21'22" WEST, 19.67 FEET;

(25) SOUTH 89°21'22" WEST, 19.67 FEET;

(26) NORTH 44°28'58" WEST, 7.15 FEET;

(27) NORTH 33°17'07" WEST, 14.85 FEET;

(28) SOUTH 53°07'07" WEST, 12.5 FEET;

TO THE POINT OF BEGINNING.

CONVEYED BY DEED TO THE SDALE TRUST, MORE OR LESS, AS DETERMINED BY THE COMMISSIONERS OF THE DISTRICT OF COLUMBIA.

CHARGES AT CENTERAL INTERSECTION OF SANCTUARY WAY AND CACTUS
BLVD. A 2 1/2 HOUR ALTHOUGH WAS STAYED IN HIS ROOM. THOSE NORTH
WENT ALONG THE CENTRINE OF SAN CACTUS CORDON MORE
EAST TO THE CENTRINE OF SAN CACTUS CORDON MORE
EAST TO THE POINT OF ORIGIN.

THESE ARE THE FOLLOWING TRAIL FROM (24) COURSES:
NORTH CACTUS BLVD. INTER. 1835-1840

[illegible][illegible]

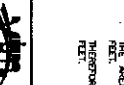
(3) SOUTH 0117.24 E-6.51, 4.68 FEET.
(4) SOUTH 09.42.44 E-6.51, 3.26 FEET.
(5) SOUTH 01.07.24 E-6.51, 3.26 FEET.
(6) SOUTH 45.11.21 W-5.57, 7.20 FEET.
(7) SOUTH 00.05.20 E-5.57, 3.26 FEET.
(8) SOUTH 44.31.07 W-5.57, 4.68 FEET.
(9) SOUTH 44.31.07 W-5.57, 4.68 FEET.
(10) SOUTH 08.59.48 W-5.57, 3.61 FEET.
(11) SOUTH 00.08.74 E-5.57, 3.13 FEET.
(12) SOUTH 00.08.74 E-5.57, 3.13 FEET.
(13) SOUTH 00.08.74 E-5.57, 3.13 FEET.
(14) SOUTH 00.09.40 W-5.57, 2.68 FEET.
(15) SOUTH 44.42.01 W-5.57, 4.68 FEET.
(16) SOUTH 00.03.40 E-5.57, 7.22 FEET.
(17) SOUTH 00.03.40 E-5.57, 4.68 FEET.
(18) SOUTH 00.03.40 E-5.57, 4.68 FEET.
(19) SOUTH 00.03.40 E-5.57, 4.68 FEET.
(20) SOUTH 45.01.22 W-5.57, 7.13 FEET.

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

CONTAINING 11-479 SQUARE FEET, MORE OR LESS, AS DETERMINED BY
CONVENTIONAL METHODS.

[illegible][illegible]

THE OTHER AREA CONTAINED WITHIN LOT 1 IS 230.65 SQUARE FEET.
THE AREA WITHIN THE DOWNTOWN EXEMPTION PARCELS IS 74.44 SQUARE FEET.
THEREFORE, THE NET RESULTANT AREA WITHIN LOT 1 IS 15,917 SQUARE FEET.



SCALE 1" = 100'	W.C. # 7389	DATE 08/20/11	SHEET	OF
FILE C:\7389\	DRAW BY: TJ	REV:	6	6
7235-HOUS.DWG	QCD BY: TZ	REV.		

EXHIBIT "C"

[Description of Common Area] *see attached*



CONSULTING ENGINEERS • PLANNERS • SURVEYORS

2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

W.O. 7389
AUGUST 02, 2011
BY: TZ
P.R. BY: TJ
PAGE 1 OF 10

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

LEGAL DESCRIPTION
LOT 1

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

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

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

LEGAL DESCRIPTION CONTINUED LOT 1
 W.O. 7389
 AUGUST 02, 2011
 PAGE 2 OF 10

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

EXCEPTING THEREFROM, THE FOLLOWING EIGHT (8) PARCELS:

BLDG - A

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

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

THENCE ALONG THE FOLLOWING TWENTY EIGHT (28) COURSES:

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

LEGAL DESCRIPTION CONTINUED LOT 1
 W.O. 7389
 AUGUST 02, 2011
 PAGE 3 OF 10

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

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

BLDG - B

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

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

THENCE ALONG THE FOLLOWING EIGHTEEN (18) COURSES:

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

LEGAL DESCRIPTION CONTINUED LOT 1

W.O. 7389

AUGUST 02, 2011

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(17) SOUTH 60°40'35" WEST, 5.01 FEET;

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

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

BLDG - C

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

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

THENCE ALONG THE FOLLOWING THIRTY TWO (32) COURSES:

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

LEGAL DESCRIPTION CONTINUED LOT 1
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- (30) NORTH 28°12'12" WEST, 10.09 FEET;
- (31) NORTH 74°13'13" WEST, 7.03 FEET;
- (32) NORTH 27°40'55" WEST, 15.05 FEET TO THE POINT OF BEGINNING.

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

BLDG - D

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

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

THENCE ALONG THE FOLLOWING TWENTY SIX (26) COURSES:

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

LEGAL DESCRIPTION CONTINUED LOT 1

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(25) SOUTH 03°17'17" WEST, 5.23 FEET;

(26) SOUTH 89°57'15" WEST, 20.05 FEET TO THE **POINT OF BEGINNING**.

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

BLDG - E

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

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

THENCE ALONG THE FOLLOWING THIRTY (30) COURSES:

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

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(29) SOUTH 44°57'38" WEST, 7.17 FEET;

(30) NORTH 89°37'53" WEST, 10.10 FEET TO THE **POINT OF BEGINNING**.

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

BLDG - F

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

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

THENCE ALONG THE FOLLOWING TWENTY FOUR (24) COURSES:

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

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

LEGAL DESCRIPTION CONTINUED LOT 1
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BLDG - G

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

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

THENCE ALONG THE FOLLOWING TWENTY FOUR (24) COURSES:

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

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

LEGAL DESCRIPTION CONTINUED LOT 1
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BLDG - H

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

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

THENCE ALONG THE FOLLOWING SIXTEEN (16) COURSES:

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

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

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

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

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

LEGAL DESCRIPTION CONTINUED LOT 1

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BASIS OF BEARINGS:

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

END OF DESCRIPTION.

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

EXHIBIT "D"

[Allocation of Certain Covered Parking Spaces]

NONE

EXHIBIT 8

EXHIBIT 8

Nevada Title Company

SELLER'S CLOSING STATEMENT Final

①

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

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

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

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

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

DESCRIPTION	DEBITS	CREDITS
TOTAL CONSIDERATION		1,025,000.00
PRORATIONS/ADJUSTMENTS:		
Property Tax @ 4,501.35 per 1 year(s) 9/10/2012 to 7/01/2013		3,638.61
September Rents & CAMs @ 11,191.74 per 1 month(s) 9/01/2012 to 9/10/2012		3,357.52
Association Dues @ 229.96 per 1 month(s) 9/10/2012 to 1/01/2013		850.85
COMMISSION(S):		
Listing Broker: Millennium Commercial Properties	20,500.00	
Selling Broker: Best Realty Finders	30,750.00	
TITLE CHARGES		
Owner's Premium for 1,025,000.00: Nevada Title Company	973.75	
RPTT Fee: Nevada Title Company	5,227.50	
Recording fees CC&Rs: Nevada Title Company	123.00	
Record CC&Rs + Reconveyance: Nevada Title Company	93.00	
ESCROW CHARGES TO: Nevada Title Company		
Escrow Fee	620.50	
Federal Express Fee	30.00	
Loan/Exchange Tie - In fees	150.00	
LENDER CHARGES		
New to Green Valley Commerce, LLC, a Nevada limited liability company:	75,000.00	
ADDITIONAL DISBURSEMENTS:		
Exchange Fee: Investment Property Exchange Services, Inc.	750.00	
BALANCE DUE YOU		398,629.23
TOTALS	1,032,846.98	1,032,846.98

[illegible]

EXHIBIT 9

EXHIBIT 9

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.

B C J B

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.

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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:

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- (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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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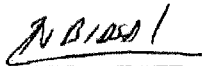
Member:

Shawn Bidsal, Member

CLA Properties, LLC

by 

Benjamin Golshani, Manager

Manager/Management:

Shawn Bidsal, Manager



Benjamin Golshani, Manager

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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

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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.

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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

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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

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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

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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

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

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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.

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EXHIBIT 10

EXHIBIT 10

18.3 want	→ Total Amortization	\$ 1,025,000.00
wing Bldg	Cost of Sales	126,370.77
	Net Proceeds	898,629.23
	Cost to buy	846,560.18
	Cost to Acquire Greenway Village	56,560.18 - closing cost
	Net Gain	790,000.00
	Add monthly Payment Principal	52,009.05
	Total Gain - Return of Capital	43,203.60
		(K) 95,272.65

Return Capital → 30% - Shawn	28,581.79
→ 70% - Ben	66,690.86
	<u>95,272.65</u>

4/22/2013

Benjamin Golshani/CLA Properties,LLC

**66,690.86

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

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

Return of Capital

Benjamin Golshani/CLA Properties,LLC

4/22/2013

Return of Capital - Benjamin Golshani

66,690.86

Bldg C

Green Valley Commer Return of Capital

66,690.86

Benjamin Golshani/CLA Properties,LLC

4/22/2013

Return of Capital - Benjamin Golshani

66,690.86

Green Valley Commer Return of Capital

66,690.86

4/22/2013

Shahram Bidsal

**28,581.79

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

Shahram Bidsal

Return of Capital

Shahram Bidsal

Return of Capital - Shahram Bidsal

4/22/2013

28,581.79

Bldg C

Green Valley Commer Return of Capital

28,581.79

Shahram Bidsal

Return of Capital - Shahram Bidsal

4/22/2013

28,581.79

Green Valley Commer Return of Capital

28,581.79

EXHIBIT 11

EXHIBIT 11



Nevada Title Company

SELLER'S CLOSING STATEMENT Final

Escrow Number: 14-10-1021-BB
Escrow Officer: Brenda Burns

Title Order Number: 14-10-1021-BB
Date: 11/14/2014 - 9:40:42AM
Closing Date: 11/13/2014

Buyer/Borrower: LIUID Holdings, LLC, a Nevada limited liability company
Seller: Green Valley Commerce, LLC, a Nevada limited liability company
Property: 3 Sunset Way, Bldg. E, Henderson, NV 89074

DESCRIPTION	DEBITS	CREDITS
TOTAL CONSIDERATION		850,000.00
PRORATIONS/ADJUSTMENTS:		
Property Tax @ 4,690.91 per 1 year(s) 11/13/2014 to 7/01/2015		2,970.91
Association Dues - Green Valley Commerce Center @ 860.80 per 1 month(s) 11/13/2014 to 1/01/2015		1,377.28
COMMISSION(S):		
Listing Broker: Commerce Cushman & Wakefield Global Real Estate	29,750.00	
Selling Broker: Meridias Realty Group	21,250.00	
TITLE CHARGES		
Owner's Premium for 850,000.00: Nevada Title Company planned project rate discount	807.50	
RPTT Fee: Nevada Title Company	4,335.00	
ESCROW CHARGES TO: Nevada Title Company		
Escrow Fee (split 50/50)	662.00	
BALANCE DUE YOU	797,543.69	
TOTALS	854,348.19	854,348.19

Final Closing Statement - Please retain for Income Taxes.

APPENDIX (PX)002512

EXHIBIT 12

EXHIBIT 12

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	

11/17/2014

Benjamin Golshani/Gol LLC

**335,894.09

Three Hundred Thirty-Five Thousand Eight Hundred Ninety-Four and 09/100*****

Benjamin Golshani/Gol LLC
 2801 S Main Street
 Los Angeles, CA 90007

Return of Capital

Benjamin Golshani/Gol LLC

Sale of Building E

11/17/2014

335,894.09

Green Valley Commer Return of Capital

335,894.09

Benjamin Golshani/Gol LLC

Sale of Building E

11/17/2014

335,894.09

Green Valley Commer Return of Capital

335,894.09

11/17/2014

Shahram Bidsal

**143,954.61

One Hundred Forty-Three Thousand Nine Hundred Fifty-Four and 61/100*****

Shahram Bidsal

Return of Capital

Shahram Bidsal

Sale of Building E

11/17/2014

143,954.61

Green Valley Commer Return of Capital

143,954.61

Shahram Bidsal

Sale of Building E

11/17/2014

143,954.61

Green Valley Commer Return of Capital

143,954.61

EXHIBIT 13

EXHIBIT 13

Seller's Settlement Statement

Nevada Title Company
3993 Howard Hughes Parkway, Suite 120
Las Vegas, NV 89169-6703
Phone: (702) 251-5000 Fax:

Date: 08/31/15 Time: 8:54:59AM Escrow no.: 15-06-1876-BB
Close of escrow: 08/28/15 Escrow officer: Brenda Burns
Borrower: Rock LLC, a Nevada limited liability company
Seller: Green Valley Commerce, LLC, a Nevada limited liability company
Property location: 3 Sunset Way, Building B
Henderson, NV

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	Seller	
	Debit	Credit
Financial Consideration		
Contract sales price		617,760.00
Prorations/Adjustments		
County taxes @ 3138.52 annually 08/28/15 - 07/01/16		2,541.59
Commissions		
Commission paid at settlement	30,888.00	
Listing agent commission to Commerce Cushman and Wakefield 617,760.00 @ 2.50% = 15,444.00		
Selling agent commission to Shamiie Touche NV 617,760.00 @ 2.50% = 15,444.00		
Escrow Charges		
Escrow Fees - Commercial to Nevada Title Company	613.50	
Title Charges		
Owner's title insurance to Nevada Title Company	1,728.90	
Policies issued:		
Owners Policy		
Coverage: 617,760.00	1,728.90	
Recording Charges		
City/County tax/stamps to Nevada Title Company	3,151.80	
Subtotals	36,382.20	620,401.59
Balance Due TO Seller	584,019.39	
TOTALS	620,401.59	620,401.59

EXHIBIT 14

EXHIBIT 14

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]

11/17/2014

Benjamin Golshani/Gol LLC

**158,972.67

One Hundred Fifty-Eight Thousand Nine Hundred Seventy-Two and 67/100*****

Benjamin Golshani/Gol LLC
 2801 S Main Street
 Los Angeles, CA 90007

Distribution

Benjamin Golshani/Gol LLC

Sale of Building E

11/17/2014

158,972.67

Green Valley Commer Distribution

158,972.67

Benjamin Golshani/Gol LLC

Sale of Building E

11/17/2014

158,972.67

Green Valley Commer Distribution

158,972.67

11/17/2014

Shahram Bidsal

**158,972.66

One Hundred Fifty-Eight Thousand Nine Hundred Seventy-Two and 66/100*****

Shahram Bidsal

Distribution

Shahram Bidsal

Sale of Building E

11/17/2014

158,972.66

Green Valley Commer Distribution

158,972.66

Shahram Bidsal

Sale of Building E

11/17/2014

158,972.66

Green Valley Commer Distribution

158,972.66

EXHIBIT 15

EXHIBIT 15

2011

Department of the Treasury
Internal Revenue Service

For calendar year 2011, or less:

year beginning **05/26/2011**

ending **12/31/2011**

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

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

<input type="checkbox"/> Final K-1 <input checked="" type="checkbox"/> Amended K-1		531111 OMB No. 1545-0049	
1	Ordinary business income (loss)	15	Credits
2	Net rental real estate income (loss)		
3	Other net rental income (loss)	16	Foreign transactions
4	Guaranteed payments		
5	Interest income		
6a	Ordinary dividends		
6b	Qualified dividends		
7	Royalties		
8	Net short-term capital gain (loss)		
8a	Net long-term capital gain (loss)	17	Alternative minimum tax (AMT) items
8b	Collectibles (28%) gain (loss)		
8c	Unrecaptured section 1250 gain		
10	Net section 1231 gain (loss)	18	Tax-exempt income and nondeductible expenses
11	Other income (loss)		
12	Section 179 deduction	19	Distributions
13	Other deductions	A	265,000
		20	Other information
		A	155,633
		Y*	STMT
14	Self-employment earnings (loss)		

*See attached statement for additional information.

Partner# 2
Schedule K-1
(Form 1065)

Department of the Treasury
Internal Revenue Service

For calendar year 2011, or less:

year beginning 05/26/2011
ending 12/31/2011

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

Final K-1

Amended K-1

65111
OMB No. 1545-0048

A Partnership's employer identification number
32-0345346

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

C IRS Center where partnership filed return
Ogden, UT

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

E Partner's identifying number
549-55-3193

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

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

H ☒ Domestic partner ☐ Foreign partner

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

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

	Beginning	Ending
Profit	50.000000 %	50.000000 %
Loss	50.000000 %	50.000000 %
Capital	30.000000 %	29.758034 %

K Partner's share of liabilities at year end.

Nonrecourse	\$	
Qualified nonrecourse financing	\$	
Recourse	\$	26,789

L Partner's capital account analysis:

Beginning capital account	\$	
Capital contributed during the year	\$	1,215,000
Current year increase (decrease)	\$	240,244
Withdrawals & distributions	\$	(265,000)
Ending capital account	\$	1,190,244

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

☐ Other (explain)

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

☐ Yes ☒ No

If "Yes," attach statement (see instructions)

OMB NO. 1545-0048			
1	Ordinary business income (loss)	16	Credits
2	Net rental real estate income (loss)		
3	Other net rental income (loss)	18	Foreign transactions
4	Guaranteed payments		
5	Interest income		
6a	Ordinary dividends		
6b	Qualified dividends		
7	Royalties		
8	Net short-term capital gain (loss)		
9a	Net long-term capital gain (loss)	17	Alternative minimum tax (AMT) items
9b	Collectibles (28%) gain/(loss)		
9c	Unrecaptured section 1250 gain		
10	Net section 1231 gain/(loss)	19	Tax-exempt income and nondeductible expenses
11	Other income (loss)		
12	Section 179 deduction	19	Distributions
13	Other deductions	20	Other information
14	Self-employment earnings (loss)		

*See attached statement for additional information.

For IRS Use Only



For Paperwork Reduction Act Notice, see instructions for Form 1041.

DATA

Schedule K-1 (Form 1045) 2013

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Partner# 2
Schedule K-1
(Form 1065)

Department of the Treasury
 Internal Revenue Service

2012

For calendar year 2012, or tax
 year beginning _____
 ending _____

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

➤ See back of form and separate instructions.

☐ Final K-1

☐ Amended K-1

LS11112
 OMB No. 1545-0089

Part I Information About the Partnership	
A Partnership's employer identification number 32-0345346	
B Partnership's name, address, city, state, and ZIP code Green Valley Commerce, LLC 9155 South Las Vegas Blvd., Ste 200 Las Vegas NV 89123	
C IRS Center where partnership filed return Ogden, UT	
D <input type="checkbox"/> Check if this is a publicly traded partnership (PTP)	
Part II Information About the Partner	
E Partner's identifying number 549-55-3193	
F Partner's name, address, city, state, and ZIP code Shahram Bidsal 14039 Sherman Way Blvd., Suite 201 Van Nuys CA 91405	
G <input type="checkbox"/> General partner or LLC member-manager	<input checked="" type="checkbox"/> Limited partner or other LLC member
H <input checked="" type="checkbox"/> Domestic partner	<input type="checkbox"/> Foreign partner
I What type of entity is this partner? Individual	
J Partner's share of profit, loss, and capital (see instructions):	
Beginning	Ending
Profit 50.000000 %	50.000000 %
Loss 50.000000 %	50.000000 %
Capital 29.758034 %	28.801903 %
K Partner's share of liabilities at year end:	
Nonrecourse	\$ _____
Qualified nonrecourse financing	\$ _____
Recourse	\$ 334,754
L Partner's capital account analysis:	
Beginning capital account	\$ 1,190,244
Capital contributed during the year	\$ _____
Current year increase (decrease)	\$ 144,011
Withdrawals & distributions	\$ 234,215
Ending capital account	\$ 1,100,040
M Did the partner contribute property with a built-in gain or loss?	
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If "Yes," attach statement (see instructions)	

Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items			
1	Ordinary business income (loss)	15	Credits
2	Net rental real estate income (loss)		
*	169,427		
3	Other net rental income (loss)	18	Foreign transactions
4	Guaranteed payments		
5	Interest income		
	517		
5a	Ordinary dividends		
5b	Qualified dividends		
7	Royalties		
8	Net short-term capital gain (loss)		
9a	Net long-term capital gain (loss)	17	Alternative minimum tax (AMT) items
9b	Collectibles (28%) gain (loss)		
9c	Unrecaptured section 1250 gain		
10	Net section 1231 gain (loss)	18	Tax-exempt income and nondeductible expenses
11	Other income (loss)		
12	Section 179 deduction	19	Distributions
		A	234,215
13	Other deductions		
W*	25,933	20	Other information
		A	517
14	Self-employment earnings (loss)		
*See attached statement for additional information.			
For IRS Use Only			

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Partner# 1
Schedule K-1
(Form 1065)

Department of the Treasury
 Internal Revenue Service

2013

For calendar year 2013, or tax
 year beginning _____
 ending _____

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

Part I Information About the Partnership

A Partnership's employer identification number
32-0345346

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

C IRS Center where partnership filed return
Ogden, UT

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

Part II Information About the Partner

E Partner's identifying number
800-14-7540

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

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

H ☒ Domestic partner ☐ Foreign partner

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

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

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

	Beginning	Ending
Profit	50.000000 %	50.000000 %
Loss	50.000000 %	50.000000 %
Capital	70.241966 %	71.952980 %

K Partner's share of liabilities at year end:

Nonrecourse	\$	
Qualified nonrecourse financing	\$	
Recourse	\$	26,184

L Partner's capital account analysis:

Beginning capital account	\$	2,719,291
Capital contributed during the year	\$	
Current year increase (decrease)	\$	113,434
Withdrawals & distributions	\$	(241,555)
Ending capital account	\$	2,591,170

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

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

☐ Final K-1

☐ Amended K-1

651113
 OMB No. 1545-0098

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

1	Ordinary business income (loss)	15	Credits
2	Net rental real estate income (loss)		
2*	57,576		
3	Other net rental income (loss)	15	Foreign transactions
4	Guaranteed payments		
5	Interest income		
5a	713		
6a	Ordinary dividends		
6b	Qualified dividends		
7	Royalties		
8	Net short-term capital gain (loss)		
9a	Net long-term capital gain (loss)	17	Alternative minimum tax (AMT) items
9b	Collectibles (28%) gain (loss)		
9c	Unrecaptured section 1250 gain		
10	Net section 1231 gain (loss)	18	Tax-exempt income and nondeductible expenses
10	55,145		
11	Other income (loss)		
12	Section 179 deduction	A	241,555
13	Other deductions		
14	Self-employment earnings (loss)	Z*	STMT
19	Distributions		
20	Other information	A	713

*See attached statement for additional information.

For IRS Use Only



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Partner# 2
Schedule K-1
(Form 1065)

Department of the Treasury
Internal Revenue Service

2013

For calendar year 2013, or tax
year beginning _____
ending _____

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

Part I Information About the Partnership

A Partnership's employer identification number
32-0345346

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

C IRS Center where partnership filed return
Ogden, UT

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

Part II Information About the Partner

E Partner's identifying number
549-55-3193

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

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

H ☒ Domestic partner ☐ Foreign partner

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

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

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

	Beginning	Ending
Profit	50.000000 %	50.000000 %
Loss	50.000000 %	50.000000 %
Capital	29.758034 %	28.047020 %

L Partner's share of liabilities at year end:

Nonrecourse \$

Qualified nonrecourse financing \$

Recourse \$ **26,184**

L Partner's capital account analysis:

Beginning capital account	\$ 1,100,040
Capital contributed during the year	\$
Current year increase (decrease)	\$ 113,434
Withdrawals & distributions	\$ 203,445
Ending capital account	\$ 1,010,029

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

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

☐ Final K-1

☐ Amended K-1

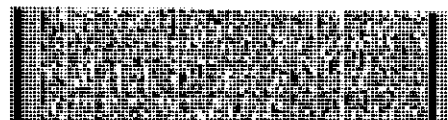
651113
OMB No. 1545-0099

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

1	Ordinary business income (loss)	15	Credits
2	Net rental real estate income (loss)		
* 3	Other net rental income (loss)	16	Foreign transactions
4	Guaranteed payments		
5	Interest income		
6a	Ordinary dividends		
6b	Qualified dividends		
7	Royalties		
8	Net short-term capital gain (loss)		
9a	Net long-term capital gain (loss)	17	Alternative minimum tax (AMT) items
9b	Collectibles (28%) gain (loss)		
9c	Unrecaptured section 1250 gain		
10	Net section 1231 gain (loss)	18	Tax-exempt income and nondeductible expenses
11	Other income (loss)		
12	Section 179 deduction	19	Distributions
13	Other deductions	A	203,445
14	Self-employment earnings (loss)	20	Other information
		A	713

*See attached statement for additional information.

For IRS Use Only



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Partner# 1
Schedule K-1
(Form 1065)

2014

Department of the Treasury
 Internal Revenue Service

For calendar year 2014, or tax
 year beginning _____
 ending _____

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

Part I Information About the Partnership

A Partnership's employer identification number
32-0345346

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

C IRS Center where partnership filed return
e-file

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

Part II Information About the Partner

E Partner's identifying number
800-14-7540

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

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

H ☒ Domestic partner ☐ Foreign partner

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

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

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

	Beginning	Ending
Profit	50.000000 %	50.000000 %
Loss	50.000000 %	50.000000 %
Capital	71.952980 %	72.344298 %

K Partner's share of liabilities at year end:

Nonrecourse \$ **30,591**

Qualified nonrecourse financing \$

Recourse \$

L Partner's capital account analysis:

Beginning capital account	\$ 2,591,170
Capital contributed during the year	\$
Current year increase (decrease)	\$ 304,615
Withdrawals & distributions	\$ (646,867)
Ending capital account	\$ 2,248,918

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

☐ Other (explain) _____

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

☐ Yes ☒ No

If "Yes," attach statement (see instructions)

☐ Final K-1

☐ Amended K-1

651113
 OMB No. 1545-0123

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

1	Ordinary business income (loss)	15	Credits
2	Net rental real estate income (loss)		
*	99,269		
3	Other net rental income (loss)	16	Foreign transactions
4	Guaranteed payments		
5	Interest income		
6a	Ordinary dividends		
6b	Qualified dividends		
7	Royalties		
8	Net short-term capital gain (loss)		
9a	Net long-term capital gain (loss)	17	Alternative minimum tax (AMT) items
9b	Collectibles (28%) gain (loss)		
9c	Unrecaptured section 1250 gain		
*	22,569		
10	Net section 1231 gain (loss)	18	Tax-exempt income and nondeductible expenses
	205,346		
11	Other income (loss)		
		19	Distributions
12	Section 179 deduction	A	646,867
13	Other deductions		
		20	Other information
		Z*	STMT
14	Self-employment earnings (loss)		

*See attached statement for additional information.

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Partner# 2
Schedule K-1
(Form 1065)

2014

Department of the Treasury
Internal Revenue Service

For calendar year 2014, or tax

year beginning

ending

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

Part I Information About the Partnership	
A Partnership's employer identification number	32-0345346
B Partnership's name, address, city, state, and ZIP code	Green Valley Commerce, LLC 9155 South Las Vegas Blvd., Ste 200 Las Vegas NV 89123
C IRS Center where partnership filed return	e-file
D <input type="checkbox"/> Check if this is a publicly traded partnership (PTP)	
Part II Information About the Partner	
E Partner's identifying number	549-55-3193
F Partner's name, address, city, state, and ZIP code	Shahram Bidsal 14039 Sherman Way Blvd., Suite 201 Van Nuys CA 91405
G <input type="checkbox"/> General partner or LLC member-manager	<input checked="" type="checkbox"/> Limited partner or other LLC member
H <input checked="" type="checkbox"/> Domestic partner	<input type="checkbox"/> Foreign partner
I1 What type of entity is this partner?	Individual
I2 # this partner is a retirement plan (IRA/SEP/Keogh/etc.), check here	<input type="checkbox"/>
J Partner's share of profit, loss, and capital (see instructions):	
Beginning	Ending
Profit 50.000000 %	50.000000 %
Loss 50.000000 %	50.000000 %
Capital 28.047020 %	27.655702 %
K Partner's share of liabilities at year end:	
Nonrecourse	\$ 30,590
Qualified nonrecourse financing	\$
Recourse	\$
L Partner's capital account analysis:	
Beginning capital account	\$ 1,010,029
Capital contributed during the year	\$
Current year increase (decrease)	\$ 304,612
Withdrawals & distributions	\$ (454,927)
Ending capital account	\$ 859,714
<input checked="" type="checkbox"/> Tax basis <input type="checkbox"/> GAAP <input type="checkbox"/> Section 704(b) book	
<input type="checkbox"/> Other (explain)	
M Did the partner contribute property with a built-in gain or loss?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes," attach statement (see instructions)	

☐ Final K-1☐ Amended K-1

651113
OMB No. 1545-0123

Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items			
1	Ordinary business income (loss)	15	Credits
2	Net rental real estate income (loss)		
*	99,267		
3	Other net rental income (loss)	16	Foreign transactions
4	Guaranteed payments		
5	Interest income		
6a	Ordinary dividends		
6b	Qualified dividends		
7	Royalties		
8	Net short-term capital gain (loss)		
9a	Net long-term capital gain (loss)	17	Alternative minimum tax (AMT) items
9b	Collectibles (28%) gain (loss)		
9c	Unrecaptured section 1250 gain		
*	22,569		
10	Net section 1231 gain (loss)	18	Tax-exempt income and nondeductible expenses
	205,345		
11	Other income (loss)		
12	Section 179 deduction	19	Distributions
		A	454,927
13	Other deductions		
		20	Other information
		Z*	STMT
14	Self-employment earnings (loss)		
*See attached statement for additional information.			

For IRS Use Only

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Partner# 1
Schedule K-1
(Form 1065)

Department of the Treasury
 Internal Revenue Service

For calendar year 2015, or tax
 year beginning _____
 ending _____

2015

☐ Final K-1

☐ Amended K-1

651113
 OMB No. 1545-0123

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

Part I Information About the Partnership

A Partnership's employer identification number

32-0345346

B Partnership's name, address, city, state, and ZIP code

Green Valley Commerce, LLC

**9155 South Las Vegas Blvd., Ste 200
 Las Vegas NV 89123**

C IRS Center where partnership filed return

e-file

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

Part II Information About the Partner

E Partner's identifying number

800-14-7540

F Partner's name, address, city, state, and ZIP code

CLA Properties, LLC

**2801 South Main Street
 Los Angeles CA 90007**

G ☐ General partner or LLC
 member-manager

☒ Limited partner or other LLC
 member

H ☒ Domestic partner

☐ Foreign partner

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

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

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

	Beginning	Ending
Profit	50.000000 %	50.000000 %
Loss	50.000000 %	50.000000 %
Capital	72.344298 %	73.074521 %

K Partner's share of liabilities at year end:

Nonrecourse \$ **32,330**
 Qualified nonrecourse financing \$
 Recourse \$

L Partner's capital account analysis:

Beginning capital account \$ **2,248,918**
 Capital contributed during the year \$
 Current year increase (decrease) \$ **281,558**
 Withdrawals & distributions \$ **(510,705)**
 Ending capital account \$ **2,019,771**

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

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

☐ Yes ☒ No

If "Yes," attach statement (see instructions)

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

1	Ordinary business income (loss)	15	Credits
2	Net rental real estate income (loss)		
★	114,978		
3	Other net rental income (loss)	16	Foreign transactions
4	Guaranteed payments		
5	Interest income		
6a	Ordinary dividends		
6b	Qualified dividends		
7	Royalties		
8	Net short-term capital gain (loss)		
9a	Net long-term capital gain (loss)	17	Alternative minimum tax (AMT) items
9b	Collectibles (28%) gain (loss)		
9c	Unrecaptured Section 1251 gain (loss)		
★	10,963		
10	Net section 1231 gain (loss)	18	Tax-exempt income and nondeductible expenses
	166,580		
11	Other income (loss)		
12	Section 179 deduction	19	Distributions
		A	510,705
13	Other deductions		
		20	Other information
		Z★	STMT
14	Self-employment earnings (loss)		

*See attached statement for additional information.

For IRS Use Only



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Partner# 2
Schedule K-1
(Form 1065)

Department of the Treasury
 Internal Revenue Service

For calendar year 2015, or tax
 year beginning _____
 ending _____

2015
☐ Final K-1

☐ Amended K-1

651113

OMB No. 1545-0123

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

Part I Information About the Partnership													
A	Partnership's employer identification number 32-0345346												
B	Partnership's name, address, city, state, and ZIP code Green Valley Commerce, LLC 9155 South Las Vegas Blvd., Ste 200 Las Vegas NV 89123												
C	IRS Center where partnership filed return e-file												
D	<input type="checkbox"/> Check if this is a publicly traded partnership (PTP)												
Part II Information About the Partner													
E	Partner's identifying number 549-55-3193												
F	Partner's name, address, city, state, and ZIP code Shahram Bidsal 14039 Sherman Way Blvd., Suite 201 Van Nuys CA 91405												
G	<input type="checkbox"/> General partner or LLC member-manager <input checked="" type="checkbox"/> Limited partner or other LLC member												
H	<input checked="" type="checkbox"/> Domestic partner <input type="checkbox"/> Foreign partner												
I1	What type of entity is this partner? Individual												
I2	If this partner is a retirement plan (IRA/SEP/Keogh/etc.), check here <input type="checkbox"/>												
J	Partner's share of profit, loss, and capital (see instructions):												
	<table border="1"> <thead> <tr> <th></th> <th>Beginning</th> <th>Ending</th> </tr> </thead> <tbody> <tr> <td>Profit</td> <td>50.000000 %</td> <td>50.000000 %</td> </tr> <tr> <td>Loss</td> <td>50.000000 %</td> <td>50.000000 %</td> </tr> <tr> <td>Capital</td> <td>27.655702 %</td> <td>26.925479 %</td> </tr> </tbody> </table>		Beginning	Ending	Profit	50.000000 %	50.000000 %	Loss	50.000000 %	50.000000 %	Capital	27.655702 %	26.925479 %
	Beginning	Ending											
Profit	50.000000 %	50.000000 %											
Loss	50.000000 %	50.000000 %											
Capital	27.655702 %	26.925479 %											
K	Partner's share of liabilities at year end:												
	Nonrecourse \$ 32,330												
	Qualified nonrecourse financing \$												
	Recourse \$												
L	Partner's capital account analysis:												
	Beginning capital account \$ 859,714												
	Capital contributed during the year \$												
	Current year increase (decrease) \$ 281,558												
	Withdrawals & distributions \$ (397,055)												
	Ending capital account \$ 744,217												
	<input checked="" type="checkbox"/> Tax basis <input type="checkbox"/> GAAP <input type="checkbox"/> Section 704(b) book												
	<input type="checkbox"/> Other (explain)												
M	Did the partner contribute property with a built-in gain or loss?												
	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No												
	If "Yes," attach statement (see instructions)												

Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items			
1	Ordinary business income (loss)	15	Credits
2	Net rental real estate income (loss)		
*	114,978		
3	Other net rental income (loss)	16	Foreign transactions
4	Guaranteed payments		
5	Interest income		
5a	Ordinary dividends		
5b	Qualified dividends		
7	Royalties		
8	Net short-term capital gain (loss)		
9a	Net long-term capital gain (loss)	17	Alternative minimum tax (AMT) items
9b	Collectibles (28%) gain (loss)		
9c	Unrecaptured section 1250 gain		
*	10,962		
10	Net section 1231 gain (loss)	18	Tax-exempt income and nondeductible expenses
	166,580		
11	Other income (loss)		
12	Section 179 deduction	19	Distributions
		A	397,055
13	Other deductions		
		20	Other information
		Z *	STMT
14	Self-employment earnings (loss)		
*See attached statement for additional information.			

For IRS Use Only



71115 03/14/2017 12:09 PM

Partner# 1

Schedule K-1
(Form 1065)

2016

Department of the Treasury
Internal Revenue Service

For calendar year 2016, or tax

year beginning _____

ending _____

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

▶ See back of form and separate instructions.

☐ Final K-1☐ Amended K-1

651113

OMB No. 1545-0123

Part I Information About the Partnership	
A	Partnership's employer identification number 32-0345346
B	Partnership's name, address, city, state, and ZIP code Green Valley Commerce, LLC 9155 South Las Vegas Blvd., Ste 200 Las Vegas NV 89123
C	IRS Center where partnership filed return e-file
D	<input type="checkbox"/> Check if this is a publicly traded partnership (PTP)
Part II Information About the Partner	
E	Partner's identifying number 800-14-7540
F	Partner's name, address, city, state, and ZIP code CLA Properties, LLC 2801 South Main Street Los Angeles CA 90007
G	<input type="checkbox"/> General partner or LLC member-manager <input checked="" type="checkbox"/> Limited partner or other LLC member
H	<input checked="" type="checkbox"/> Domestic partner <input type="checkbox"/> Foreign partner
I	What type of entity is this partner? Partnership
J	If this partner is a retirement plan (IRA/SEP/Keogh/etc.), check here <input type="checkbox"/>
J	Partner's share of profit, loss, and capital (see instructions):
	Beginning Ending
Profit	50.000000 % 50.000000 %
Loss	50.000000 % 50.000000 %
Capital	73.074521 % 73.311476 %
K	Partner's share of liabilities at year end:
	Nonrecourse \$ 36,974
	Qualified nonrecourse financing \$
	Recourse \$
L	Partner's capital account analysis:
	Beginning capital account \$ 2,019,771
	Capital contributed during the year \$
	Current year increase (decrease) \$ 195,954
	Withdrawals & distributions \$ (210,000)
	Ending capital account \$ 2,005,725
	<input checked="" type="checkbox"/> Tax basis <input type="checkbox"/> GAAP <input type="checkbox"/> Section 704(b) book
	<input type="checkbox"/> Other (explain)
M	Did the partner contribute property with a built-in gain or loss?
	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	If "Yes," attach statement (see instructions)

Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items			
1	Ordinary business income (loss)	15	Credits
2	Net rental real estate income (loss)		
★	195,954		
3	Other net rental income (loss)	16	Foreign transactions
4	Guaranteed payments		
5	Interest income		
6a	Ordinary dividends		
6b	Qualified dividends		
7	Royalties		
8	Net short-term capital gain (loss)		
9a	Net long-term capital gain (loss)	17	Alternative minimum tax (AMT) items
9b	Collectibles (28%) gain (loss)		
9c	Unrecaptured section 1250 gain		
10	Net section 1231 gain (loss)	18	Tax-exempt income and nondeductible expenses
11	Other income (loss)		
		19	Distributions
12	Section 179 deduction	A	210,000
13	Other deductions		
		20	Other information
		Z★	STMT
14	Self-employment earnings (loss)		
*See attached statement for additional information.			
For IRS Use Only			

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Partner# 2

Schedule K-1
(Form 1065)Department of the Treasury
Internal Revenue Service

2016

For calendar year 2016, or tax

year beginning _____

ending _____

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

▶ See back of form and separate instructions.

☐ Final K-1☐ Amended K-1651113
OMB No. 1545-0123

Part I Information About the Partnership	
A	Partnership's employer identification number 32-0345346
B	Partnership's name, address, city, state, and ZIP code Green Valley Commerce, LLC 9155 South Las Vegas Blvd., Ste 200 Las Vegas NV 89123
C	IRS Center where partnership filed return e-file
D	<input type="checkbox"/> Check if this is a publicly traded partnership (PTP)
Part II Information About the Partner	
E	Partner's identifying number 549-55-3193
F	Partner's name, address, city, state, and ZIP code Shahram Bidsal 14039 Sherman Way Blvd., Suite 201 Van Nuys CA 91405
G	<input type="checkbox"/> General partner or LLC member-manager <input checked="" type="checkbox"/> Limited partner or other LLC member
H	<input checked="" type="checkbox"/> Domestic partner <input type="checkbox"/> Foreign partner
I	What type of entity is this partner? Individual
J	If this partner is a retirement plan (IRA/SEP/Keogh/etc.), check here <input type="checkbox"/>
J	Partner's share of profit, loss, and capital (see instructions):
	Beginning Ending
Profit	50.000000 % 50.000000 %
Loss	50.000000 % 50.000000 %
Capital	26.925479 % 26.688524 %
K	Partner's share of liabilities at year end:
	Nonrecourse \$ 36,974
	Qualified nonrecourse financing \$
	Recourse \$
L	Partner's capital account analysis:
	Beginning capital account \$ 744,217
	Capital contributed during the year \$
	Current year increase (decrease) \$ 195,953
	Withdrawals & distributions \$ (210,000)
	Ending capital account \$ 730,170
	<input checked="" type="checkbox"/> Tax basis <input type="checkbox"/> GAAP <input type="checkbox"/> Section 704(b) book
	<input type="checkbox"/> Other (explain)
M	Did the partner contribute property with a built-in gain or loss?
	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	If "Yes," attach statement (see instructions)

Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items			
1	Ordinary business income (loss)	15	Credits
2	Net rental real estate income (loss)		
*	195,953		
3	Other net rental income (loss)	16	Foreign transactions
4	Guaranteed payments		
5	Interest income		
6a	Ordinary dividends		
6b	Qualified dividends		
7	Royalties		
8	Net short-term capital gain (loss)		
9a	Net long-term capital gain (loss)	17	Alternative minimum tax (AMT) items
9b	Collectibles (28%) gain (loss)		
9c	Unrecaptured section 1250 gain		
10	Net section 1231 gain (loss)	18	Tax-exempt income and nondeductible expenses
11	Other income (loss)		
12	Section 179 deduction	19	Distributions
13	Other deductions	A	210,000
		20	Other information
		Z*	STMT
14	Self-employment earnings (loss)		
*See attached statement for additional information.			
For IRS Use Only			

1

651117

Schedule K-1
(Form 1065)
Department of the Treasury
Internal Revenue Service

2017

For calendar year 2017, or tax year

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

▶ See separate instructions.

☐ Final K-1☐ Amended K-1

OMB No. 1545-0123

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

1 Ordinary business income (loss)	15 Credits
0.	
2 Net rental real estate income (loss)	16 Foreign transactions
179,507.	
3 Other net rental income (loss)	
4 Guaranteed payments	
5 Interest income	
6a Ordinary dividends	17 Alternative min tax (AMT) items
	A -2.
6b Qualified dividends	
7 Royalties	18 Tax-exempt income and nondeductible expenses
8 Net short-term capital gain (loss)	
9a Net long-term capital gain (loss)	
9b Collectibles (28%) gain (loss)	19 Distributions
	A 201,000.
9c Unrecaptured sec 1250 gain	20 Other information
10 Net section 1231 gain (loss)	
11 Other income (loss)	
12 Section 179 deduction	
13 Other deductions	
14 Self-employment earnings (loss)	
A 0.	

*See attached statement for additional information.

For IRS Use Only

Part I Information About the PartnershipA Partnership's employer identification number
32-0345346

B Partnership's name, address, city, state, and ZIP code

GREEN VALLEY COMMERCE, LLC
9155 SOUTH LAS VEGAS BLVD., STE 200
LAS VEGAS, NV 89123

C IRS Center where partnership filed return
E-FILED ☐ Check if this is a publicly traded partnership (PTP)**Part II Information About the Partner**E Partner's identifying number
80-0147540

F Partner's name, address, city, state, and ZIP code

CLA PROPERTIES, LLC
2801 SOUTH MAIN STREET
LOS ANGELES, CA 90007

G ☐ General partner or LLC member-manager ☒ Limited partner or other LLC memberH ☒ Domestic partner ☐ Foreign partnerI What type of entity is this partner? **PARTNERSHIP**J If this partner is a retirement plan (IRA/SEP/Keogh/etc.), check here ☐

J Partner's share of profit, loss, and capital:

	Beginning	Ending
Profit	50.0000000%	50.0000000%
Loss	50.0000000%	50.0000000%
Capital	73.3114760%	73.6836164%

K Partner's share of liabilities at year end:

Nonrecourse	\$	34,499.
Qualified nonrecourse financing	\$	
Recourse	\$	0.

L Partner's capital account analysis:

Beginning capital account	\$	2,005,725.
Capital contributed during the year	\$	
Current year increase (decrease)	\$	179,507.
Withdrawals & distributions	\$(201,000.)
Ending capital account	\$	1,984,232.

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

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

☐ Yes ☒ No

If "Yes," attach statement (see instructions)

L51117

Schedule K-1
(Form 1065)Department of the Treasury
Internal Revenue Service**2017**

For calendar year 2017, or tax year

☐ Final K-1☐ Amended K-1

OMB No. 1545-0123

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

beginning

ending

▶ See separate instructions.

Part I Information About the Partnership**A** Partnership's employer identification number
32-0345346**B** Partnership's name, address, city, state, and ZIP codeGREEN VALLEY COMMERCE, LLC
9155 SOUTH LAS VEGAS BLVD., STE 200
LAS VEGAS, NV 89123**C** IRS Center where partnership filed return
E-FILE**D** ☐ Check if this is a publicly traded partnership (PTP)**Part II Information About the Partner****E** Partner's identifying number
***-**-3193**F** Partner's name, address, city, state, and ZIP codeSHAHRAM BIDSAL
14039 SHERMAN WAY BLVD., SUITE 201
VAN NUYS, CA 91405**G** ☐ General partner or LLC member-manager ☒ Limited partner or other LLC member**H** ☒ Domestic partner ☐ Foreign partner**I** What type of entity is this partner? INDIVIDUAL**J** If this partner is a retirement plan (IRA/SEP/Keogh/etc.), check here ☐**J** Partner's share of profit, loss, and capital:

	Beginning	Ending
Profit	50.0000000%	50.0000000%
Loss	50.0000000%	50.0000000%
Capital	26.6885240%	26.3163836%

K Partner's share of liabilities at year end:

Nonrecourse	\$	34,499.
Qualified nonrecourse financing	\$	
Recourse	\$	0.

L Partner's capital account analysis:

Beginning capital account	\$	730,170.
Capital contributed during the year	\$	
Current year increase (decrease)	\$	179,506.
Withdrawals & distributions	\$(201,000.)
Ending capital account	\$	708,676.

☒ Tax basis ☐ GAAP ☐ Section 704(b) book
☐ Other (explain)
M Did the partner contribute property with a built-in gain or loss?☐ Yes ☒ No

If "Yes," attach statement (see instructions)

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

1 Ordinary business income (loss)	15 Credits
0.	
2 Net rental real estate income (loss)	16 Foreign transactions
179,506.	
3 Other net rental income (loss)	
4 Guaranteed payments	
5 Interest income	
6a Ordinary dividends	17 Alternative min tax (AMT) items
	A -1.
6b Qualified dividends	
7 Royalties	18 Tax-exempt income and nondeductible expenses
8 Net short-term capital gain (loss)	
9a Net long-term capital gain (loss)	
9b Collectibles (28%) gain (loss)	19 Distributions
	A 201,000.
9c Unrecaptured sec 1250 gain	20 Other information
10 Net section 1231 gain (loss)	
11 Other income (loss)	
12 Section 179 deduction	
13 Other deductions	
14 Self-employment earnings (loss)	
A 0.	

*See attached statement for additional information.

For IRS Use Only

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651118

Schedule K-1
(Form 1065)Department of the Treasury
Internal Revenue Service**2018**

For calendar year 2018, or tax year

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

▶ See separate instructions.

☐ Final K-1☐ Amended K-1

OMB No. 1545-0123

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

1 Ordinary business income (loss)	15 Credits
0.	
2 Net rental real estate income (loss)	16 Foreign transactions
175,314.	
3 Other net rental income (loss)	
4 Guaranteed payments	
5 Interest income	
6a Ordinary dividends	17 Alternative min tax (AMT) items
	A -2.
6b Qualified dividends	
6c Dividend equivalents	18 Tax-exempt income and nondeductible expenses
7 Royalties	
8 Net short-term capital gain (loss)	
9a Net long-term capital gain (loss)	19 Distributions
	A 175,000.
9b Collectibles (28%) gain (loss)	20 Other information
	Z * 175,314.
9c Unrecaptured sec 1250 gain	AA * 0.
	AB * 1,298,745.
10 Net section 1231 gain (loss)	AC * 0.
	AD * 0.
11 Other income (loss)	
12 Section 179 deduction	
13 Other deductions	
14 Self-employment earnings (loss)	
A 0.	

* See attached statement for additional information.

For IRS Use Only

Part I Information About the PartnershipA Partnership's employer identification number
32-0345346

B Partnership's name, address, city, state, and ZIP code

GREEN VALLEY COMMERCE, LLC
9155 SOUTH LAS VEGAS BLVD., STE 200
LAS VEGAS, NV 89123

C IRS Center where partnership filed return

E-FILE

D ☐ Check if this is a publicly traded partnership (PTP)**Part II Information About the Partner**E Partner's identifying number
80-0147540

F Partner's name, address, city, state, and ZIP code

CLA PROPERTIES, LLC
2801 SOUTH MAIN STREET
LOS ANGELES, CA 90007G ☐ General partner or LLC member-manager ☒ Limited partner or other LLC memberH ☒ Domestic partner ☐ Foreign partnerI What type of entity is this partner? **PARTNERSHIP**J If this partner is a retirement plan (IRA/SEP/Keogh/etc.), check here ☐

J Partner's share of profit, loss, and capital:

	Beginning	Ending
Profit	50.0000000%	50.0000000%
Loss	50.0000000%	50.0000000%
Capital	73.6836164%	73.0593500%

K Partner's share of liabilities:

	Beginning	Ending
Nonrecourse	\$ 34,499.	\$ 34,499.
Qualified nonrecourse financing	\$	\$
Reccurse	\$ 0.	\$ 0.

L Partner's capital account analysis:

Beginning capital account	\$ 1,984,232.
Capital contributed during the year	\$
Current year increase (decrease)	\$ 211,453.
Withdrawals & distributions	\$(175,000.)
Ending capital account	\$ 2,020,685.

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

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

☐ Yes ☒ No

If "Yes," attach statement (see instructions)

651118

Schedule K-1
(Form 1065)Department of the Treasury
Internal Revenue Service**2018**

For calendar year 2018, or tax year

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

▶ See separate instructions.

☐ Final K-1☐ Amended K-1

OMB No. 1545-0123

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

1 Ordinary business income (loss)	0.	15 Credits
2 Net rental real estate income (loss)	175,314.	16 Foreign transactions
3 Other net rental income (loss)		
4 Guaranteed payments		
5 Interest income		
6a Ordinary dividends		17 Alternative min tax (AMT) items
6b Qualified dividends		A -1.
6c Dividend equivalents		
7 Royalties		18 Tax-exempt income and nondeductible expenses
8 Net short-term capital gain (loss)		
9a Net long-term capital gain (loss)		19 Distributions
9b Collectibles (28%) gain (loss)		A 175,000.
9c Unrecaptured sec 1250 gain		20 Other information
10 Net section 1231 gain (loss)		Z * 175,314.
11 Other income (loss)		AA * 0.
		AB * 1,298,744.
		AC * 0.
		AD * 0.
12 Section 179 deduction		
13 Other deductions		
14 Self-employment earnings (loss)	A 0.	

*See attached statement for additional information.

For IRS Use Only

Part I Information About the PartnershipA Partnership's employer identification number
32-0345346

B Partnership's name, address, city, state, and ZIP code

GREEN VALLEY COMMERCE, LLC
9155 SOUTH LAS VEGAS BLVD., STE 200
LAS VEGAS, NV 89123C IRS Center where partnership filed return
E-FILED ☐ Check if this is a publicly traded partnership (PTP)**Part II Information About the Partner**E Partner's identifying number
***-**-3193

F Partner's name, address, city, state, and ZIP code

SHAHRAM BIDSAL
14039 SHERMAN WAY BLVD., SUITE 201
VAN NUYS, CA 91405G ☐ General partner or LLC member-manager ☒ Limited partner or other LLC memberH ☒ Domestic partner ☐ Foreign partnerI What type of entity is this partner? **INDIVIDUAL**J If this partner is a retirement plan (IRA/SEP/Keogh/etc.), check here ☐

J Partner's share of profit, loss, and capital:

	Beginning	Ending
Profit	50.0000000%	50.0000000%
Loss	50.0000000%	50.0000000%
Capital	26.3163836%	26.9406500%

K Partner's share of liabilities:

	Beginning	Ending
Nonrecourse	\$ 34,499.	\$ 34,499.
Qualified nonrecourse financing	\$	\$
Recourse	\$ 0.	\$ 0.

L Partner's capital account analysis:

Beginning capital account	\$ 708,676.
Capital contributed during the year	\$
Current year increase (decrease)	\$ 211,452.
Withdrawals & distributions	\$(175,000.)
Ending capital account	\$ 745,128.

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

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

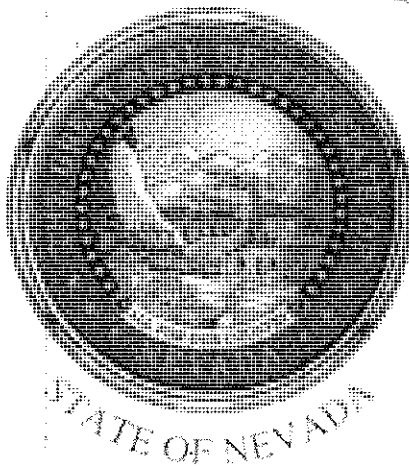
☐ Yes ☒ No

If "Yes," attach statement (see instructions)

EXHIBIT 16

EXHIBIT 16

SECRETARY OF STATE



NEVADA STATE BUSINESS LICENSE

MISSION SQUARE, LLC

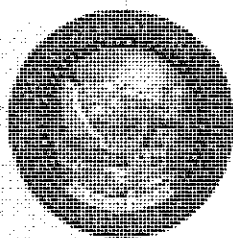
Nevada Business Identification # NV20131262273

Expiration Date: April 30, 2015

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

This license shall be considered valid until the expiration date listed above unless suspended or revoked in accordance with Title 7 of Nevada Revised Statutes.

IN WITNESS WHEREOF, I have hereunto
set my hand and affixed the Great Seal of State,
at my office on April 2, 2014



ROSS MILLER
Secretary of State

This document is not transferable and is not issued in lieu of any locally-required business license, permit or registration.

Please Post in a Conspicuous Location

**You may verify this Nevada State Business License
online at www.nvsos.gov under the Nevada Business Search.**

INITIAL/ANNUAL LIST OF MANAGERS OR MANAGING MEMBERS AND STATE BUSINESS LICENSE APPLICATION OF:

MISSION SQUARE, LLC

ENTITY NUMBER

E0214992013-4

NAME OF LIMITED-LIABILITY COMPANY

FOR THE FILING PERIOD OF

APR, 2014

TO

APR, 2015



100401

USE BLACK INK ONLY - DO NOT HIGHLIGHT

YOU MAY FILE THIS FORM ONLINE AT www.nvsilverflume.gov

- ☐ Return one file stamped copy. (If filing not accompanied by order instructions, file stamped copy will be sent to registered agent.)

IMPORTANT: Read instructions before completing and returning this form

- Print or type names and addresses, either residence or business, for all manager or managing members. A Manager, or if none, a Managing Member of the LLC, must sign the form. **FORM WILL BE RETURNED IF UNSIGNED.**
- If there are additional managers or managing members, attach a list of them to this form.
- Return completed form with the fee of \$125.00. A \$75.00 penalty must be added for failure to file this form by the deadline. An annual list received more than 90 days before its due date shall be deemed an amended list for the previous year.
- State business license fee is \$200.00. Effective 2/1/2010, \$100.00 must be added for failure to file form by deadline.
- Make your check payable to the Secretary of State.
- Ordering Copies:** If requested above, one file stamped copy will be returned at no additional charge. To receive a certified copy, enclose an additional \$30.00 per certification. A copy fee of \$2.00 per page is required for each additional copy generated when ordering 2 or more file stamped or certified copies. Appropriate instructions must accompany your order.
- Return the completed form to: Secretary of State, 202 North Carson Street, Carson City, Nevada 89701-4201, (775) 684-5708.
- Form must be in the possession of the Secretary of State on or before the last day of the month in which it is due. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional fees and penalties. Failure to include annual list and business license fees will result in rejection of filing.

ANNUAL LIST FILING FEE: \$125.00 LATE PENALTY: \$75.00 (if filing late)

BUSINESS LICENSE FEE: \$200.00 LATE PENALTY: \$100.00 (if filing late)

Filed in the office of Ross Miller Secretary of State State of Nevada	Document Number 20140245829-07 Filing Date and Time 04/02/2014 9:12 AM Entity Number E0214992013-4
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(THIS DOCUMENT WAS FILED ELECTRONICALLY)
ABOVE SPACE IS FOR OFFICE USE ONLY**CHECK ONLY IF APPLICABLE AND ENTER EXEMPTION CODE IN BOX BELOW**

- ☐ Pursuant to NRS Chapter 76, this entity is exempt from the business license fee. Exemption code:

NRS 76.020 Exemption Codes

- 001 - Governmental Entity
005 - Motion Picture Company
006 - NRS 680B.020 Insurance Co.

NOTE: If claiming an exemption, a notarized Declaration of Eligibility form must be attached. Failure to attach the Declaration of Eligibility form will result in rejection, which could result in late fees.

NAME SHAWN BIDSAL	MANAGER OR MANAGING MEMBER		
ADDRESS 14039 SHERMAN WAY #201, USA	CITY VAN NUYS	STATE CA	ZIP CODE 91405
NAME BENJAMIN GOLSHANI	MANAGER OR MANAGING MEMBER		
ADDRESS 2801 S. MAIN ST., USA	CITY LOS ANGELES	STATE CA	ZIP CODE 90007
NAME	MANAGER OR MANAGING MEMBER		
ADDRESS	CITY	STATE	ZIP CODE
NAME	MANAGER OR MANAGING MEMBER		
ADDRESS	CITY	STATE	ZIP CODE

None of the managers or managing members identified in the list of managers and managing members has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of a manager or managing member in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X BENJAMIN GOLSHANI

Title

MANAGER

Date

4/2/2014 9:12:09 AM

Signature of Manager, Managing Member or
Other Authorized Signature

Nevada Secretary of State List ManOrMem
Revised: 6-8-13

APPENDIX (PX)002542



ROSS MILLER
Secretary of State
204 North Carson Street, Suite 4
Carson City, Nevada 89701-4520
(775) 684-5706
Website: www.nvsos.gov



024101

Articles of Organization Limited-Liability Company

(PURSUANT TO NRS CHAPTER 86)

Filed in the office of Ross Miller Secretary of State State of Nevada	Document Number 20130289989-31 Filing Date and Time 04/26/2013 5:47 AM Entity Number E0214992013-4
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USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

1. Name of Limited-Liability Company: (must contain approved limited-liability company wording; see instructions)	MISSION SQUARE, LLC		Check box if a Series Limited- Liability Company <input type="checkbox"/>	Check box if a Restricted Limited- Liability Company <input type="checkbox"/>
2. Registered Agent for Service of Process: (check only one box)	<input checked="" type="checkbox"/> Commercial Registered Agent: GKI REGISTERED AGENTS/FILINGS, INC. Name <input type="checkbox"/> Noncommercial Registered Agent (name and address below) <u>OR</u> <input type="checkbox"/> Office or Position with Entity (name and address below) Name of Noncommercial Registered Agent <u>OR</u> Name of Title of Office or Other Position with Entity Street Address City Nevada Zip Code Mailing Address (if different from street address) City Nevada Zip Code			
3. Dissolution Date: (optional)	Latest date upon which the company is to dissolve (if existence is not perpetual):			
4. Management: (required)	Company shall be managed by: <input checked="" type="checkbox"/> Manager(s) <u>OR</u> <input type="checkbox"/> Member(s) (check only one box)			
5. Name and Address of each Manager or Managing Member: (attach additional page if more than 3)	1) Benjamin Golshani Name 2801 S. Main St Los Angeles CA 90007 Street Address City State Zip Code 2) Shawn B. Isal Name 14039 Sherman Way Van Nuys CA 91405 Street Address City State Zip Code 3) Name Street Address City State Zip Code			
6. Name, Address and Signature of Organizer: (attach additional page if more than 1 organizer)	Benjamin Golshani Name 2801 S Main St LA CA 90028 Address City State Zip Code <input checked="" type="checkbox"/> Organizer Signature			
7. Certificate of Acceptance of Appointment of Registered Agent:	I hereby accept appointment as Registered Agent for the above named Entity. <input checked="" type="checkbox"/> Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity Date 4-26-13			

This form must be accompanied by appropriate fees.

Nevada Secretary of State NRS 86 D.L.C. Articles
Revised: 3-10-11

EXHIBIT 17

EXHIBIT 17

Parcel	TOTAL	Land
138-68-004L	33,537	25,508
138-68-004K	29,090	17,060
138-68-004J	62,728	62,728
	<u>105,355</u>	<u>245,296</u>
		23,147 1/2

138-68-004L	8,029
138-68-004K	802,030
138-68-004J	8
	<u>810,067</u>
	76.76%



First American Title Insurance Company
National Commercial Services
 2490 Paseo Verde Parkway, #100 • Henderson, NV 89054

Final Settlement Statement

Property: 1933 East University Drive, Mesa, AZ 85203

File No: NCS-594953-3-HILLV

Officer: Michele Seibold / Anastasia Dien/mf

New Loan No:

Settlement Date: 05/10/2013

Disbursement Date: 05/10/2013

Print Date: 05/13/2013, 10:57 AM

Buyer: Mission Square, LLC

Address: 2801 South Main Street, Los Angeles, CA 90007

Seller: 1933 E. University LLC

Address: c/o Woodcrest Capital, LLC, 3113 South University Drive, 6th Floor, Fort Worth, TX 76109

Vacant Land
com

E

Buyer Charge	Buyer Credit	Charge Description	Seller Charge	Seller Credit
645,000.00		Consideration: Total Consideration		645,000.00
		Deposits in Escrow:		
	67,775.00	Receipt No. 410834226 on 04/13/2013 by C.A. Properties LLC		
	330,861.58	Receipt No. 410834433 on 05/03/2013 by Shabrian Bisdal		
	263,086.58	Receipt No. 410834434 on 05/03/2013 by C.A. Properties LLC		
		Adjustments:		
	2,817.09	Security Deposit	2,817.09	
		Prorations:		
	3,035.31	Rents 05/01/13 to 06/01/13 @ \$5545.21/mo	3,035.31	
	11,474.95	County Tax 01/01/13 to 05/10/13 @ \$32467.88/yr	11,474.95	
		Commission:		
		Commission Paid at Settlement to Dawson Commercial Properties, Inc	12,000.00	
		Payoff Loan(s):		
		Lender: OmniAmerican Bank		
		Principal Balance - OmniAmerican Bank	392,337.02	
		Interest on Payoff Loan - OmniAmerican Bank	822.69	
		Title/Escrow Charges to:		
1,065.00		Closing Escrow Fee to First American Title Insurance Company National Commercial Services		
575.00		Policy - Standard A.L.T.A. 2010 Owners to First American Title Insurance Company National Commercial Services		
10.00		Final Recording Fees to First American Title Insurance Company National Commercial Services		
32,230.00		Disbursements Paid:		
0.50		Buyer's Premium to Auction.com, LLC		
		Water User Statement to Salt River Valley Water Users Assoc.		
		Cash (From) (X To) Borrower		
		Cash (X To) (From) Seller	20,712.94	
		Totals	645,000.00	645,000.00