IN THE SUPREME COURT OF THE STATE OF NEVADA

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CLA PROPERTIES LLC, A CALIFORNIA LIMITED LIABILITY COMPANY,

Appellant,

vs.

SHAWN BIDSAL, AN INDIVIDUAL,

Respondent.

No. 86438

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CLA PROPERTIES LLC, A CALIFORNIA LIMITED LIABILITY COMPANY,

Appellant,

vs.

SHAWN BIDSAL, AN INDIVIDUAL,

Respondent.

No. 86817

APPELLANT'S APPENDIX

VOLUME 13

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EXHIBIT 18

OPERATING AGREEMENT

Of

Mission Square, LLC
a Nevada limited liability company

This Operating Agreement (the "Agreement") is by and among Mission Square, 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 May 26, **2013** ("Effective Date") by the undersigned parties.

WHEREAS, on about May 26, 2013, Benjamin Golshani 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 E0241992013-4;; 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 Mission Square, LLC a Nevada Limited Liability Company organized pursuant of the laws of the State of Formation.

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

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

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

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

State of Formation shall mean the State of Nevada.

Article II.
OFFICES AND RECORDS

Section 01 Registered Office and Registered Agent.

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

The resident agent shall be appointed by the Member Manager.

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

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

Section 02 Limited Liability Company Offices.

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

Section 03 Records.

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The Limited Liability Company shall continuously maintain at its registered office, or at such other place as may by 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

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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

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,

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

Section 08 Business Which May Be Transacted at Annual Meetings.

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

Section 09 Business Which May Be Transacted at Special Meetings.

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

Section 10 Quorum.

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

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

Section 11 Proxies.

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

Section 12 Voting.

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

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

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

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(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.

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 (or in case a member is a legal entity such as limited liability company, the managing member of such entity) 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.

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

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

(a) To deal in leasing, development and contracting of services for improvement of the properties owned subject to both Managers executing written authorization of each expense or liability 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.**

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

Article V.
MEMBERSHIP INTEREST

Section 01 Contribution to Capital.

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

Section 02 Transfer or Assignment of Membership Interest.

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

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

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

The payment of the purchase price shall be in cash, 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

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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 45 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 owned by this LLC 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 within 2 weeks. 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).

After the determination of the (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) x 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) x0.5 + 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.

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

Section 6. Addition of New Members.

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

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

Section7. Option of Members to Purchase Interest of Deceased or Dissolved Member.

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

DISTRIBUTION OF PROFITS

Section 8. 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 9. 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 10. 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.

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Section 11. 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 12. 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.

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;

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(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.

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

Intentionally omitted.

Article IX

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

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Company property in its individual name or right, and each member's interest in the Company shall be personal property for all purposes.

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

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

Article X.

MISCELLANEOUS

a. Fiscal Year.

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

b. Financial Statements; Statements of Account.

Within ninety (90) calendar 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 by an additional 30 days in its sole discretion if additional time is necessary to furnish complete and accurate information pursuant to this Section. Any Member or Manager shall the right to inspect all of the books and records of the Company, including tax filings, property management reports, bank statements, cancelled checks, invoices, purchase orders, check ledgers, savings accounts, investment accounts, and checkbooks, whether electronic or paper, provided such Member complies with Article II, Section 4.

c. Events Requiring Dissolution.

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

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

d. Choice of Law.

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

e. Severability.

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

f. Successors and Assigns.

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

g. Non-waiver.

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

h. Captions.

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

i. Counterparts.

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

j. Definition of Words.

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

k. Membership.

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

l. Tax Provisions.

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

ARTICLE XI
INDEMNIFICATION AND INSURANCE

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

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

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

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

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

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

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

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(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.

<u>Section 7.</u> **<u>No Disposition in Violation of Law</u>**. Without limiting the representations set forth above, and without limiting <u>Article 12</u> 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.

<u>Section 8.</u> **<u>Financial Estimate and Projections.</u>** 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.

<u>Section 1</u>. 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

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

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

Member:

Shawn Bidsal, Member

Benjamin Golshani, Member

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 thereunder (including without limitation Section 1.704-1(b)(2)(iv) of the Income Tax Regulations). In general, under such rules, a Member's Capital Account shall be:

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

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

4.1.2 Where Section 704(c) of the Code applies to Company property or where Company property is revalued pursuant to paragraph (b)(2)(iv)(t) of Section 1.704-1 of the Income Tax Regulations, each Member's Capital Account shall be adjusted in accordance with paragraph (b)(2)(iv)(g) of Section 1.704-1 of the Income Tax Regulations as to allocations to the Members of depreciation, depletion, amortization and gain or loss, as computed for book purposes with respect to such property.

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

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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 thereunder.

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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 thereunder, as implemented by Section 8.5 hereof, as applicable, shall be determined as follows:

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

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

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

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

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

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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

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)(l) 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 <u>State and Local Items.</u> 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 <u>Section 2.1</u>.

5.2 **<u>Accounting Matters</u>**. 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 **<u>Tax Status and Returns</u>**.

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

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

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

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Matters 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%	$ 339,975.25
Benjamin golshani	50%	$ 339,975.25

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:

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

<u>Second Step</u>, 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).

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

<u>Final Step</u>, 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 Benjamin golshani.

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 Benjamin golshani

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

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EXHIBIT 19

EXHIBIT 19

651113

☐ Final K-1 ☐ Amended K-1

OMB No. 1545-0099

Schedule K-1 **2013**
(Form 1065)

Department of the Treasury
Internal Revenue Service

For calendar year 2013, or tax year beginning Apr 26 2013 ending Dec 31 2013

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

► See separate instructions.

Part I Information About the Partnership

A Partnership's employer identification number
46-2766231

B Partnership's name, address, city, state, and ZIP code
MISSION SQUARE LLC
2801 S MAIN ST. #201
LOS ANGELES, CA 90007

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 Partner Number 1
80-0147540

F Partner's name, address, city, state, and ZIP code
CLA PROPERTIES, LLC
2801 S MAIN ST #201
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? . . . . . DISREGARDED ENTITY

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	50.00000 %	50.00000 %
Loss	50.00000 %	50.00000 %
Capital	50.00000 %	50.00000 %

K Partner's share of liabilities at year end:

Nonrecourse . . . . $	
Qualified nonrecourse financing . . . . . $	
Recourse . . . . $	10,183.

L Partner's capital account analysis:

Beginning capital account . . . . $	
Capital contributed during the year . . . $	367,862.
Current year increase (decrease) . . . . $	-6,593.
Withdrawals and distributions . . . . . . $	
Ending capital account . . . . $	361,269.

☒ 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)

2 Net rental real estate income (loss)
-6,593.

3 Other net rental income (loss)

4 Guaranteed payments

5 Interest income

6 a Ordinary dividends

6 b Qualified dividends

7 Royalties

8 Net short-term capital gain (loss)

9 a Net long-term capital gain (loss)

9 b Collectibles (28%) gain (loss)

9 c Unrecaptured section 1250 gain

10 Net section 1231 gain (loss)

11 Other income (loss)

12 Section 179 deduction

13 Other deductions

14 Self-employment earnings (loss)

15 Credits

16 Foreign transactions

17 Alternative minimum tax (AMT) items
A 0.

18 Tax-exempt income and nondeductible expenses

19 Distributions

20 Other information

*See attached statement for additional information.

FOR IRS USE ONLY

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

Schedule K-1 (Form 1065) 2013

PTPA0312 12/05/13

651113

☐ Final K-1 ☐ Amended K-1

OMB No. 1545-0099

Schedule K-1
(Form 1065)

Department of the Treasury
Internal Revenue Service

2013

For calendar year 2013, or tax year beginning Apr 26, 2013
ending Dec 31, 2013

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

➤ See separate instructions.

Part I Information About the Partnership

A Partnership's employer identification number
46-2766231

B Partnership's name, address, city, state, and ZIP code
MISSION SQUARE LLC
2801 S MAIN ST. #201
LOS ANGELES, CA 90007

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 Partner Number 2
549-55-3193

F Partner's name, address, city, state, and ZIP code
SHAHRAM BIDSAL
14039 SHERMAN WAY BLVD. SUITE 201
VAN NUYS, CA 91405

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

H ☒ Domestic partner ☐ Foreign partner

I1 What type of entity is this partner? INDIVIDUAL

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

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

	Beginning	Ending
Profit	50.00000 %	50.00000 %
Loss	50.00000 %	50.00000 %
Capital	50.00000 %	50.00000 %

K Partner's share of liabilities at year end:

Nonrecourse	$
Qualified nonrecourse financing	$
Recourse	$ 10,183.

L Partner's capital account analysis:

Beginning capital account	$
Capital contributed during the year	$ 345,861.
Current year increase (decrease)	$ -6,593.
Withdrawals and distributions	$
Ending capital account	$ 339,268.

☒ 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) -6,593.		
3	Other net rental income (loss)	16	Foreign transactions
4	Guaranteed payments		
5	Interest income		
6 a	Ordinary dividends		
6 b	Qualified dividends		
7	Royalties		
8	Net short-term capital gain (loss)		
9 a	Net long-term capital gain (loss)	17	Alternative minimum tax (AMT) items A 0.
9 b	Collectibles (28%) gain (loss)		
9 c	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	20	Other information
14	Self-employment earnings (loss)		

*See attached statement for additional information.

FOR IRS USE ONLY

BAA For Paperwork Reduction Act Notice, see Instructions for Form 1065. Schedule K-1 (Form 1065) 2013

PTPA0312 12/06/13

☐ Final K-1 ☐ Amended K-1

651113

OMB No. 1545-0123

Schedule K-1
(Form 1065)

2014

Department of the Treasury
Internal Revenue Service

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

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

► See separate instructions.

Part I Information About the Partnership

A Partnership's employer identification number
46-2166231

B Partnership's name, address, city, state, and ZIP code
MISSION SQUARE LLC
2801 S MAIN ST. #201
LOS ANGELES, CA 90007

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 Partner Number 1
80-0147540

F Partner's name, address, city, state, and ZIP code
CLA PROPERTIES, LLC
2801 S MAIN ST #201
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? . . . . DISREGARDED ENTITY

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	50.00000 %	50.00000 %
Loss	50.00000 %	50.00000 %
Capital	50.00000 %	50.00000 %

K Partner's share of liabilities at year end:

Nonrecourse . . . . $	
Qualified nonrecourse financing . . . . . $	
Recourse . . . . $	11,138.

L Partner's capital account analysis:

Beginning capital account . . . . $	361,356.
Capital contributed during the year . . . $	61,500.
Current year increase (decrease) . . . . $	-9,554.
Withdrawals & distributions . . . . $	
Ending capital account . . . . $	413,302.

☒ 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)	-9,554.		
3 Other net rental income (loss)		16 Foreign transactions	
4 Guaranteed payments			
5 Interest income			
6 a Ordinary dividends			
6 b Qualified dividends			
7 Royalties			
8 Net short-term capital gain (loss)			
9 a Net long-term capital gain (loss)		17 Alternative minimum tax (AMT) items	
9 b Collectibles (28%) gain (loss)		A	1.
9 c 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		20 Other information	
14 Self-employment earnings (loss)			

*See attached statement for additional information.

FOR IRS USE ONLY

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

Schedule K-1 (Form 1065) 2014

FTPA0312 11/24/14

☐ Final K-1 ☐ Amended K-1

651113
OMB No. 1545-0123

Schedule K-1
(Form 1065)
Department of the Treasury
Internal Revenue Service

2014

For calendar year 2014, or tax year beginning ____________, 2014
ending ____________ ____

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

► See separate instructions.

Part I Information About the Partnership

A Partnership's employer identification number
46-2766231

B Partnership's name, address, city, state, and ZIP code
MARSTON SQUARE LLC
2601 S MAIN ST. #201
LOS ANGELES, CA 90007

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 Partner Number 2
549-55-3193

F Partner's name, address, city, state, and ZIP code
SHARMAN SIDSAL
14039 SHERMAN WAY BLVD. SUITE 201
VAN NUYS, CA 91405

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

H ☒ Domestic partner ☐ Foreign partner

I1 What type of entity is this partner? INDIVIDUAL

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

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

	Beginning	Ending
Profit	50.00000 %	50.00000 %
Loss	50.00000 %	50.00000 %
Capital	50.00000 %	50.00000 %

K Partner's share of liabilities at year end:

Nonrecourse	$
Qualified nonrecourse financing	$
Recourse	$ 11,448.

L Partner's capital account analysis:

Beginning capital account	$ 339,354.
Capital contributed during the year	$ 61,500.
Current year increase (decrease)	$ -9,554.
Withdrawals & distributions	$
Ending capital account	$ 391,300.

☒ 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) -9,554.		
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 A 1.
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		
13	Other deductions	20	Other information
14	Self-employment earnings (loss)		

*See attached statement for additional information.

FOR IRS USE ONLY

BAA For Paperwork Reduction Act Notice, see Instructions for Form 1065. Schedule K-1 (Form 1065) 2014

PTPA0312 11/26/14

☐ Final K-1 ☐ Amended K-1 651113

OMB No. 1545-0123

Schedule K-1
(Form 1065)

2015

Department of the Treasury
Internal Revenue Service

For calendar year 2015, or tax year beginning ____________, 2015 ending ____________, ______

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

► **See separate instructions.**

Part I Information About the Partnership

A Partnership's employer identification number
46-2766231

B Partnership's name, address, city, state, and ZIP code
MISSION SQUARE LLC
2801 S MAIN ST. #201
LOS ANGELES, CA 90007

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 Partner Number 1
80-0147540

F Partner's name, address, city, state, and ZIP code
CLA PROPERTIES, LLC
2801 S MAIN ST #201
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	50.00000 %	50.00000 %
Loss	50.00000 %	50.00000 %
Capital	50.00000 %	50.00000 %

K Partner's share of liabilities at year end:

Nonrecourse	$
Qualified nonrecourse financing	$
Recourse	$ 11,504.

L Partner's capital account analysis:

Beginning capital account	$ 413,302.
Capital contributed during the year . . .	$ 156,304.
Current year increase (decrease)	$ -1,021.
Withdrawals & distributions	$ 9,000.
Ending capital account	$ 559,585.

☒ 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)	
2	Net rental real estate income (loss)	-1,021.
3	Other net rental income (loss)	
4	Guaranteed payments	
5	Interest income	
6 a	Ordinary dividends	
6 b	Qualified dividends	
7	Royalties	
8	Net short-term capital gain (loss)	
9 a	Net long-term capital gain (loss)	
9 b	Collectibles (28%) gain (loss)	
9 c	Unrecaptured section 1250 gain	
10	Net section 1231 gain (loss)	
11	Other income (loss)	
12	Section 179 deduction	
13	Other deductions	
14	Self-employment earnings (loss)	

15	Credits	
16	Foreign transactions	
17	Alternative minimum tax (AMT) items	A 0.
18	Tax-exempt income and nondeductible expenses	
19	Distributions	A 9,000.
20	Other information	

*See attached statement for additional information.

FOR IRS USE ONLY

BAA For Paperwork Reduction Act Notice, see Instructions for Form 1065. Schedule **K-1** (Form 1065) 2015

PTPA0312 07/22/15

☐ Final K-1 ☐ Amended K-1 651113

OMB No. 1545-0123

Schedule K-1 **2015**
(Form 1065)

Department of the Treasury
Internal Revenue Service

For calendar year 2015, or tax year beginning ________, 2015 ending ________, ______

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

► See separate instructions.

Part I Information About the Partnership

A Partnership's employer identification number
46-2766231

B Partnership's name, address, city, state, and ZIP code
MISSION SQUARE LLC
2801 S MAIN ST. #201
LOS ANGELES, CA 90007

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 Partner Number 2
549-55-3193

F Partner's name, address, city, state, and ZIP code
SHAHRAM BIDSAL
14039 SHERMAN WAY BLVD. SUITE 201
VAN NUYS, CA 91405

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

H ☒ Domestic partner ☐ Foreign partner

I1 What type of entity is this partner? . . . . . INDIVIDUAL

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

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

	Beginning	Ending
Profit	50.00000 %	50.00000 %
Loss	50.00000 %	50.00000 %
Capital	50.00000 %	50.00000 %

K Partner's share of liabilities at year end:

Nonrecourse	$
Qualified nonrecourse financing	$
Recourse	$ 11,505.

L Partner's capital account analysis:

Beginning capital account	$ 391,300.
Capital contributed during the year . . .	$ 173,824.
Current year increase (decrease)	$ -1,021.
Withdrawals & distributions	$ 10,500.
Ending capital account	$ 553,603.

☒ 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)	-1,021.		
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	A 0.
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 9,000.
13 Other deductions		20 Other information	
14 Self-employment earnings (loss)			

*See attached statement for additional information.

FOR IRS USE ONLY

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

Schedule K-1 (Form 1065) 2015

PTPA0312 07/22/15

☐ Final K-1 ☐ Amended K-1

651113

OMB No. 1545-0123

Schedule K-1
(Form 1065)

2016

Department of the Treasury
Internal Revenue Service

For calendar year 2016, or tax year beginning ________, 2016 ending ________, ____

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

► **See separate instructions.**

Part I Information About the Partnership

A Partnership's employer identification number
46-2766231

B Partnership's name, address, city, state, and ZIP code
MISSION SQUARE LLC
2801 S MAIN ST. #201
LOS ANGELES, CA 90007

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 Partner Number 1
80-0147540

F Partner's name, address, city, state, and ZIP code
CLA PROPERTIES, LLC
2801 S MAIN ST #201
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	50.00000 %	50.00000 %
Loss	50.00000 %	50.00000 %
Capital	50.00000 %	50.00000 %

K Partner's share of liabilities at year end:

Nonrecourse	$
Qualified nonrecourse financing	$
Recourse	$ 11,504.

L Partner's capital account analysis:

Beginning capital account	$ 559,585.
Capital contributed during the year . . .	$
Current year increase (decrease)	$ 19,335.
Withdrawals & distributions	$
Ending capital account	$ 578,920.

☒ 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) 19,335.		
3	Other net rental income (loss)	16	Foreign transactions
4	Guaranteed payments		
5	Interest income		
6 a	Ordinary dividends		
6 b	Qualified dividends		
7	Royalties		
8	Net short-term capital gain (loss)		
9 a	Net long-term capital gain (loss)	17	Alternative minimum tax (AMT) items A 0.
9 b	Collectibles (28%) gain (loss)		
9 c	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	20	Other information
14	Self-employment earnings (loss)		

*See attached statement for additional information.

FOR IRS USE ONLY

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

Schedule **K-1** (Form 1065) 2016

PTPA0312 08/26/16

651113

☐ Final K-1 ☐ Amended K-1

OMB No. 1545-0123

Schedule K-1
(Form 1065)

2016

For calendar year 2016, or tax year beginning ________, 2016 ending ________, ____

Department of the Treasury
Internal Revenue Service

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

► **See separate instructions.**

Part I Information About the Partnership

A Partnership's employer identification number
46-2766231

B Partnership's name, address, city, state, and ZIP code
MISSION SQUARE LLC
2801 S MAIN ST. #201
LOS ANGELES, CA 90007

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 Partner Number 2
549-55-3193

F Partner's name, address, city, state, and ZIP code
SHAHRAM BIDSAL
14039 SHERMAN WAY BLVD. SUITE 201
VAN NUYS, CA 91405

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

H ☒ Domestic partner ☐ Foreign partner

I1 What type of entity is this partner? . . . . INDIVIDUAL

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

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

	Beginning	Ending
Profit	50.00000 %	50.00000 %
Loss	50.00000 %	50.00000 %
Capital	50.00000 %	50.00000 %

K Partner's share of liabilities at year end:

Nonrecourse	$
Qualified nonrecourse financing	$
Recourse	$ 11,505.

L Partner's capital account analysis:

Beginning capital account	$ 553,603.
Capital contributed during the year . . .	$
Current year increase (decrease)	$ 19,336.
Withdrawals & distributions	$
Ending capital account	$ 572,939.

☒ 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)	
2	Net rental real estate income (loss)	19,336.
3	Other net rental income (loss)	
4	Guaranteed payments	
5	Interest income	
6 a	Ordinary dividends	
6 b	Qualified dividends	
7	Royalties	
8	Net short-term capital gain (loss)	
9 a	Net long-term capital gain (loss)	
9 b	Collectibles (28%) gain (loss)	
9 c	Unrecaptured section 1250 gain	
10	Net section 1231 gain (loss)	
11	Other income (loss)	
12	Section 179 deduction	
13	Other deductions	
14	Self-employment earnings (loss)	
15	Credits	
16	Foreign transactions	
17	Alternative minimum tax (AMT) items	A 0.
18	Tax-exempt income and nondeductible expenses	
19	Distributions	
20	Other information	

*See attached statement for additional information.

FOR IRS USE ONLY

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

Schedule **K-1** (Form 1065) 2016

PTPA0312 08/26/16

651117

☐ Final K-1 ☐ Amended K-1 OMB No. 1545-0123

Schedule K-1
(Form 1065)
Department of the Treasury
Internal Revenue Service

2017

For calendar year 2017, or tax year

beginning / / 2017 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
46-2766231

B Partnership's name, address, city, state, and ZIP code
MISSION SQUARE LLC
2801 S MAIN ST. #201
LOS ANGELES, CA 90007

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 Partner Number 1
80-0147540

F Partner's name, address, city, state, and ZIP code
CLA PROPERTIES, LLC
2801 S MAIN ST #201
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	50.00000 %	50.00000 %
Loss	50.00000 %	50.00000 %
Capital	50.00000 %	50.00000 %

K Partner's share of liabilities at year end:

Nonrecourse	$	
Qualified nonrecourse financing	$	
Recourse	$	11,608.

L Partner's capital account analysis:

Beginning capital account	$	578,920.
Capital contributed during the year	$	
Current year increase (decrease)	$	16,784.
Withdrawals & distributions	$	(45,981.)
Ending capital account	$	549,723.

☒ 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)	
2	Net rental real estate income (loss)	16,784.
3	Other net rental income (loss)	
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)	
9b	Collectibles (28%) gain (loss)	
9c	Unrecaptured section 1250 gain	
10	Net section 1231 gain (loss)	
11	Other income (loss)	
12	Section 179 deduction	
13	Other deductions	
14	Self-employment earnings (loss)	
15	Credits	
16	Foreign transactions	
17	Alternative minimum tax (AMT) items	A 0.
18	Tax-exempt income and nondeductible expenses	
19	Distributions	A 45,981.
20	Other information	

*See attached statement for additional information.

For IRS Use Only

For Paperwork Reduction Act Notice, see Instructions for Form 1065. www.irs.gov/Form1065 BAA Schedule K-1 (Form 1065) 2017

REV 12/21/17 PRO

651117

☐ Final K-1 ☐ Amended K-1 OMB No. 1545-0123

Schedule K-1 (Form 1065) **2017**

Department of the Treasury
Internal Revenue Service

For calendar year 2017, or tax year

beginning / / 2017 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
46-2766231

B Partnership's name, address, city, state, and ZIP code
MISSION SQUARE LLC
2801 S MAIN ST. #201
LOS ANGELES, CA 90007

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 Partner Number 2
549-55-3193

F Partner's name, address, city, state, and ZIP code
SHAHRAM BIDSAL
14039 SHERMAN WAY BLVD. SUITE 201
VAN NUYS, CA 91405

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

H ☒ Domestic partner ☐ Foreign partner

I1 What type of entity is this partner? INDIVIDUAL

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

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

	Beginning	Ending
Profit	50.00000 %	50.00000 %
Loss	50.00000 %	50.00000 %
Capital	50.00000 %	50.00000 %

K Partner's share of liabilities at year end:

Nonrecourse	$
Qualified nonrecourse financing	$
Recourse	$ 11,608.

L Partner's capital account analysis:

Beginning capital account	$ 572,939.
Capital contributed during the year	$
Current year increase (decrease)	$ 16,784.
Withdrawals & distributions	$ (40,000.)
Ending capital account	$ 549,723.

☒ 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)	
2	Net rental real estate income (loss)	16,784.
3	Other net rental income (loss)	
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)	
9b	Collectibles (28%) gain (loss)	
9c	Unrecaptured section 1250 gain	
10	Net section 1231 gain (loss)	
11	Other income (loss)	
12	Section 179 deduction	
13	Other deductions	
14	Self-employment earnings (loss)	
15	Credits	
16	Foreign transactions	
17	Alternative minimum tax (AMT) items	A 0.
18	Tax-exempt income and nondeductible expenses	
19	Distributions	A 40,000.
20	Other information	

*See attached statement for additional information.

For IRS Use Only

For Paperwork Reduction Act Notice, see Instructions for Form 1065. www.irs.gov/Form1065 **BAA** **Schedule K-1 (Form 1065) 2017**

REV 12/21/17 PRO

651118

☐ Final K-1 ☐ Amended K-1 OMB No. 1545-0123

Schedule K-1 (Form 1065)
Department of the Treasury
Internal Revenue Service

2018

For calendar year 2018, or tax year

beginning / / 2018 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
46-2766231

B Partnership's name, address, city, state, and ZIP code
MISSION SQUARE LLC
2801 S MAIN ST. #201
LOS ANGELES, CA 90007

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 Partner Number 1
80-0147540

F Partner's name, address, city, state, and ZIP code
CLA PROPERTIES, LLC
2801 S MAIN ST #201
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	50.00000 %	50.00000 %
Loss	50.00000 %	50.00000 %
Capital	50.00000 %	50.00000 %

K Partner's share of liabilities:

	Beginning	Ending
Nonrecourse	$	$
Qualified nonrecourse financing	$	$
Recourse	$ 11,608.	$ 12,150.

L Partner's capital account analysis:

Beginning capital account	$ 549,723.
Capital contributed during the year	$
Current year increase (decrease)	$ 17,786.
Withdrawals & distributions	$(18,000.)
Ending capital account	$ 549,509.

☒ 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)	
2 Net rental real estate income (loss)	17,786.
3 Other net rental income (loss)	
4 Guaranteed payments	
5 Interest income	
6a Ordinary dividends	
6b Qualified dividends	
6c Dividend equivalents	
7 Royalties	
8 Net short-term capital gain (loss)	
9a Net long-term capital gain (loss)	
9b Collectibles (28%) gain (loss)	
9c Unrecaptured section 1250 gain	
10 Net section 1231 gain (loss)	
11 Other income (loss)	
12 Section 179 deduction	
13 Other deductions	
14 Self-employment earnings (loss)	
15 Credits	
16 Foreign transactions	
17 Alternative minimum tax (AMT) items	A 60.
18 Tax-exempt income and nondeductible expenses	
19 Distributions	A 18,000.
20 Other information	Z * STMT AB* STMT

*See attached statement for additional information.

For IRS Use Only

For Paperwork Reduction Act Notice, see Instructions for Form 1065. www.irs.gov/Form1065 BAA Schedule K-1 (Form 1065) 2018

REV 01/26/19 PRO

651118

☐ Final K-1 ☐ Amended K-1 OMB No. 1545-0123

Schedule K-1 (Form 1065) **2018**
Department of the Treasury
Internal Revenue Service

For calendar year 2018, or tax year
beginning / / 2018 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
46-2766231

B Partnership's name, address, city, state, and ZIP code
MISSION SQUARE LLC
2801 S MAIN ST. #201
LOS ANGELES, CA 90007

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 Partner Number 2
549-55-3193

F Partner's name, address, city, state, and ZIP code
SHAHRAM BIDSAL
14039 SHERMAN WAY BLVD. SUITE 201
VAN NUYS CA 91405

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

H ☒ Domestic partner ☐ Foreign partner

I1 What type of entity is this partner? INDIVIDUAL

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

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

	Beginning	Ending
Profit	50.00000 %	50.00000 %
Loss	50.00000 %	50.00000 %
Capital	50.00000 %	50.00000 %

K Partner's share of liabilities:

	Beginning	Ending
Nonrecourse	$	$
Qualified nonrecourse financing	$	$
Recourse	$ 11,608.	$ 12,150.

L Partner's capital account analysis:

Beginning capital account	$ 549,723.
Capital contributed during the year	$
Current year increase (decrease)	$ 17,786.
Withdrawals & distributions	$(18,000.)
Ending capital account	$ 549,509.

☒ 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) 17,786.		
3	Other net rental income (loss)	16	Foreign transactions
4	Guaranteed payments		
5	Interest income		
6a	Ordinary dividends		
6b	Qualified dividends		
6c	Dividend equivalents		
7	Royalties		
8	Net short-term capital gain (loss)	17	Alternative minimum tax (AMT) items A 61.
9a	Net long-term capital gain (loss)		
9b	Collectibles (28%) gain (loss)		
9c	Unrecaptured section 1250 gain	18	Tax-exempt income and nondeductible expenses
10	Net section 1231 gain (loss)		
11	Other income (loss)		
		19	Distributions A 18,000.
12	Section 179 deduction		
13	Other deductions	20	Other information Z * STMT AB* STMT
14	Self-employment earnings (loss)		

*See attached statement for additional information.

For IRS Use Only

For Paperwork Reduction Act Notice, see Instructions for Form 1065. www.irs.gov/Form1065 BAA Schedule K-1 (Form 1065) 2018
REV 01/26/19 PRO

EXHIBIT 20

EXHIBIT 20

LoopNet™

Kyle Davis
(203) 419-5385

Clayton Jay Barnett
(480) 889-2553 **Ext. 118**

COMMERCIAL PROPERTIES INC.
Locally Owned. Globally Connected.

Mission Square | 1933 E University Dr

27,728 SF of Retail Space Available in Mesa, AZ

ALL AVAILABLE SPACES(13)

SPACE	SIZE	TERM	RATE	SPACE USE	CONDITION	AVAILABLE
1st Floor	3,600 SF	Negotiable	Upon Request	Retail	N/A	TBD

1933 E University Dr - 1st Floor

Ground lease, land sale, or build-to-suit.

- New space, never previously occupied
- Lease rate does not include utilities, property expenses or building services

SPACE	SIZE	TERM	RATE	SPACE USE	CONDITION	AVAILABLE
1st Fl-Ste 19	7,500 SF	1-5 Yrs	$11.00 /SF/YR	Retail	Partial Build-Out	Now

1933 E University Dr - 1st Floor, Suite 19

On Busy Intersection Bus Stops Nearby 1/2 Mile North of Main St Between US 60 & Loop 202 High Traffic Counts Move-in Ready Suites Available Large Parking Lot Great Visibility From Major Roads Retail Space: $12/NNN Drive-thru Opportunity Build-to-Suit

- Lease rate does not include utilities, property expenses or building services

SPACE	SIZE	TERM	RATE	SPACE USE	CONDITION	AVAILABLE
1st Fl-Ste 23B	1,048 SF	Negotiable	$11.00 /SF/YR	Retail	Partial Build-Out	Now

1933 E University Dr - 1st Floor, Suite 23B

- Lease rate does not include utilities, property expenses or building services

1st Fl-Ste 23A	1,419 SF	Negotiable	$11.00 /SF/YR	Retail	Partial Build-Out	Now

1933 E University Dr - 1st Floor, Suite 23A

- Lease rate does not include utilities, property expenses or building services

1st Fl-Ste 7	789 SF	Negotiable	$11.00 /SF/YR	Retail	Partial Build-Out	Now

1933 E University Dr - 1st Floor, Suite 7

- Lease rate does not include utilities, property expenses or building services
- Can be combined with additional space(s) for up to 8,724 SF of adjacent space

1st Fl-Ste 6	1,400 SF	Negotiable	$11.00 /SF/YR	Retail	Partial Build-Out	Now

1933 E University Dr - 1st Floor, Suite 6

- Lease rate does not include utilities, property expenses or building services
- Can be combined with additional space(s) for up to 8,724 SF of adjacent space

1st Fl-Ste 4	1,382 SF	Negotiable	$11.00 /SF/YR	Retail	Partial Build-Out	Now

1933 E University Dr - 1st Floor, Suite 4

- Lease rate does not include utilities, property expenses or building services
- Can be combined with additional space(s) for up to 8,724 SF of adjacent space

1st Fl-Ste 3	2,085 SF	Negotiable	$11.00 /SF/YR	Retail	Partial Build-Out	Now

1933 E University Dr - 1st Floor, Suite 3

- Lease rate does not include utilities, property expenses or building services
- Can be combined with additional space(s) for up to 8,724 SF of adjacent space

1st Fl-Ste 1	3,068 SF	Negotiable	$11.00 /SF/YR	Retail	Partial Build-Out	Now

1933 E University Dr - 1st Floor, Suite 1

- Lease rate does not include utilities, property expenses or building services
- Can be combined with additional space(s) for up to 8,724 SF of adjacent space

1st Fl-Ste 10	1,150 SF	Negotiable	$11.00 /SF/YR	Retail	Partial Build-Out	Now

1933 E University Dr - 1st Floor, Suite 10

- Lease rate does not include utilities, property expenses or building services

PROPERTY FACTS FOR 1933 E UNIVERSITY DR , MESA, AZ 85203

Rental Rate	$11.00 /SF/YR	**Center Properties**	2
Total Space Available	27,728 SF	**Frontage**	E University Gilbert
Max. Contiguous	8,724 SF	**Gross Leasable Area**	28,958 SF
Center Type	Strip Center	**Total Land Area**	3.48 AC
Parking	150 Spaces	**Year Built**	1981
Zoning	C-2, Mesa		

Listing ID: 15560191 **Date Created:** 8/5/2019 **Last Updated:** 5/29/2020

FEATURES AND AMENITIES

- Signalized Intersection

BIKE SCORE ®
Very Bikeable (75)

TRAFFIC

COLLECTION STREET	CROSS STREET	TRAFFIC VOLUME	YEAR	DISTANCE
University Dr	N University Green Apartment, E	23,618	2018	0.14 mi
N Gilbert Rd	E Rancho Palos Verde, N	33,655	2018	0.18 mi
University Dr	N Hunt Dr, E	24,721	2018	0.46 mi
University Dr	N 23rd St, W	23,231	2018	0.47 mi
S Gilbert Rd	E Mahoney Ave, N	36,156	2018	0.57 mi
N Gilbert Rd	E Enrose St, N	30,440	2018	0.62 mi
E 8th St	E Downing St, E	3,805	2015	0.62 mi
E Main St	N Harris Dr, W	22,125	2018	0.63 mi
E Main St	N 24th St, E	21,661	2018	0.71 mi
E 8th St	Consolidated, W	2,612	2018	0.71 mi

NEARBY MAJOR RETAILERS

MAP OF 1933 E UNIVERSITY DR MESA, AZ 85203

ADDITIONAL PHOTOS

Building Photo

Building Photo

Building Photo

EXHIBIT 21

EXHIBIT 21

SMITH & SHAPIRO
ATTORNEYS AT LAW

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

July 7, 2017

Via first class U.S. Mail & certified U.S. Mail to:

CLA Properties, LLC
Attn: Benjamin Golshani
2801 S. Main St.
Los Angeles, CA 90007

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

OFFER TO PURCHASE MEMBERSHIP INTEREST

Dear Mr. Golshani,

By this letter, SHAWN BIDSAL (the "***Offering Member***"), owner of Fifty Percent (50%) of the outstanding Membership Interest in Green Valley Commerce, LLC, a Nevada limited liability company (the "***Company***") does hereby formally offer to purchase CLA Properties, LLC's (the "***Remaining Member***") Fifty Percent (50%) of the outstanding Membership Interest in the Company pursuant to and on the terms and conditions set forth in Section 4 of Article V of the Company's Operating Agreement.

The Offering Member's best estimate of the current fair market value of the Company is $5,000,000.00 (the "***FMV***"). Unless contested in accordance with the provisions of Section 4.2 of Article V of the Operating Agreement, the forgoing FMV shall be used to calculate the purchase price of the Membership Interest to be sold.

Upon receipt of this notice, the Remaining Member has certain rights and obligations, as set forth in Section 4.2 of Article V of the Operating Agreement. This notice shall trigger the time periods and procedures set forth therein.

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

Sincerely,

SMITH & SHAPIRO, PLLC

James E. Shapiro, Esq.

cc: Shawn Bidsal

EXHIBIT 22

EXHIBIT 22

CLA PROPERTIES, LLC
2801 S. Main Street, Los Angeles, CA 90007

August 3, 2017

Via Fed Ex and U.S. Mail and Email
Shahram "Shawn" Bidsal
14039 Sherman Way Boulevard
Suite 201
Van Nuys, California 91405

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

CLA's Election to Purchase Membership Interest

Dear Shawn:

By this letter, CLA Properties, LLC, the owner of 50% of the outstanding membership interest in Green Valley Commerce, LLC, a Nevada limited liability company (the "Company"), in response to your July 7, 2017 Offer To Purchase Membership Interest, hereby in accordance with section 4, Article v of the agreement, elects and exercises its option to purchase your 50% membership interest in the Company on the terms set forth in the July 7, 2017 letter based on your $5,000,000.00 valuation of the Company. The purchase will be all cash, with escrow to close within 30 days from the date hereof. We will contact you regarding setting up the escrow. I trust that there has not been any distribution of the cash on hand that I have not approved of (either before or after July 7, 2017), nor should there be any such distributions, nor should any agreements be entered into, including any sale agreements, without CLA's written consent.

Thank you.

Sincerely,

CLA Properties, LLC

By ______________________
Benjamin Golshani, Manager

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

EXHIBIT 23

EXHIBIT 23

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

August 5, 2017

Via FedEx Overnight & email to:

Benjamin Golshani
2801 S. Main St.
Los Angeles, CA 90007
ben@claproperties.com

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

RESPONSE TO COUNTEROFFER TO PURCHASE MEMBERSHIP INTEREST

Dear Mr. Golshani,

This letter is in response to your August 3, 2017 letter relating to the Membership Interest in Green Valley Commerce, LLC, a Nevada limited liability company (the "***Company***").

By this letter, and in accordance with Article V, Section 4 of the Company's Operating Agreement, SHAWN BIDSAL, owner of Fifty Percent (50%) of the outstanding Membership Interest in the Company, does hereby invoke his right to establish the FMV by appraisal.

Mr. Bidsal's two MIA Appraisers for the Nevada properties are:

(1) Lubawy & Associate, 3034 south durango, suite 100, Las Vegas NV 89117, 702-242-9369; and

(2) Valuation Consultant, Keith Harper, 4200 Cannoli Circle, Las Vegas NV 89103, 702-222-0018.

Mr. Bidsal's two MIA Appraisers for the Arizona properties are:

(3) Commercial Appraisals, 2415 E Camelback Rd, Ste 700, Phoenix AZ 85016, 602-254-3318; and

(4) US Property Valuations, 3219 E Camelback Rd, Phoenix AZ 85018, 602-315-4560.

Please provide my office with two MIA appraisers within two weeks.

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

Sincerely,

SMITH & SHAPIRO, PLLC

/s/ James E. Shapiro

James E. Shapiro, Esq.

cc: Shawn Bidsal

J:\15426\2017.Green Valley Commerce LLC\ltr.CLA Properties.2017-08-05.(Response to Offer to Purchase).docx

EXHIBIT 24

EXHIBIT 24

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

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

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

WRITER'S EMAIL:
ROD@RTLEWIN.COM

August 28, 2017

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

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

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

Dear Mr. Shapiro,

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

Please advise if you have any questions regarding the foregoing.

Cordially,

Very truly yours,

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

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

F:\7157\letters\shapiro-082817

WELLS
FARGO

wellsfargo.com

August 23, 2017

Wells Fargo Bank
141 W Adams Blvd
Los angeles, ca 90007

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

Dear To whom it may concern:

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

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

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

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

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

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

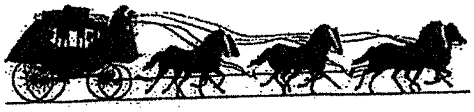
Monday – Thursday:	9:00 AM - 5:00 PM Pacific
Friday:	9:00 AM - 5:00 PM Pacific
Saturday:	9:00 AM - 5:00 PM Pacific

Thank you. We appreciate your business.

Sincerely

Teresita Rosas
Assistant Branch Manager
Wells Fargo Bank, N.A

Together we'll go far



DSG4236 (Rev 03 – 01/17)

WELLS
FARGO

wellsfargo.com

August 23, 2017

Wells Fargo Bank
141 W Adams Blvd
Los angeles, ca 90007

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

Dear To whom it may concern:

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

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

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

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

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

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

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

Thank you. We appreciate your business.

Sincerely,

Teresita Rosas
Assistant Branch Manager
Wells Fargo Bank, N.A

Together we'll go far

DSG4236 (Rev 03 – 01/17)

HAB BANK

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

HAB/LA/2568/17

August 25, 2017

TO WHOM IT MAY CONCERN

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

The accounts have remained in good standing throughout.

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

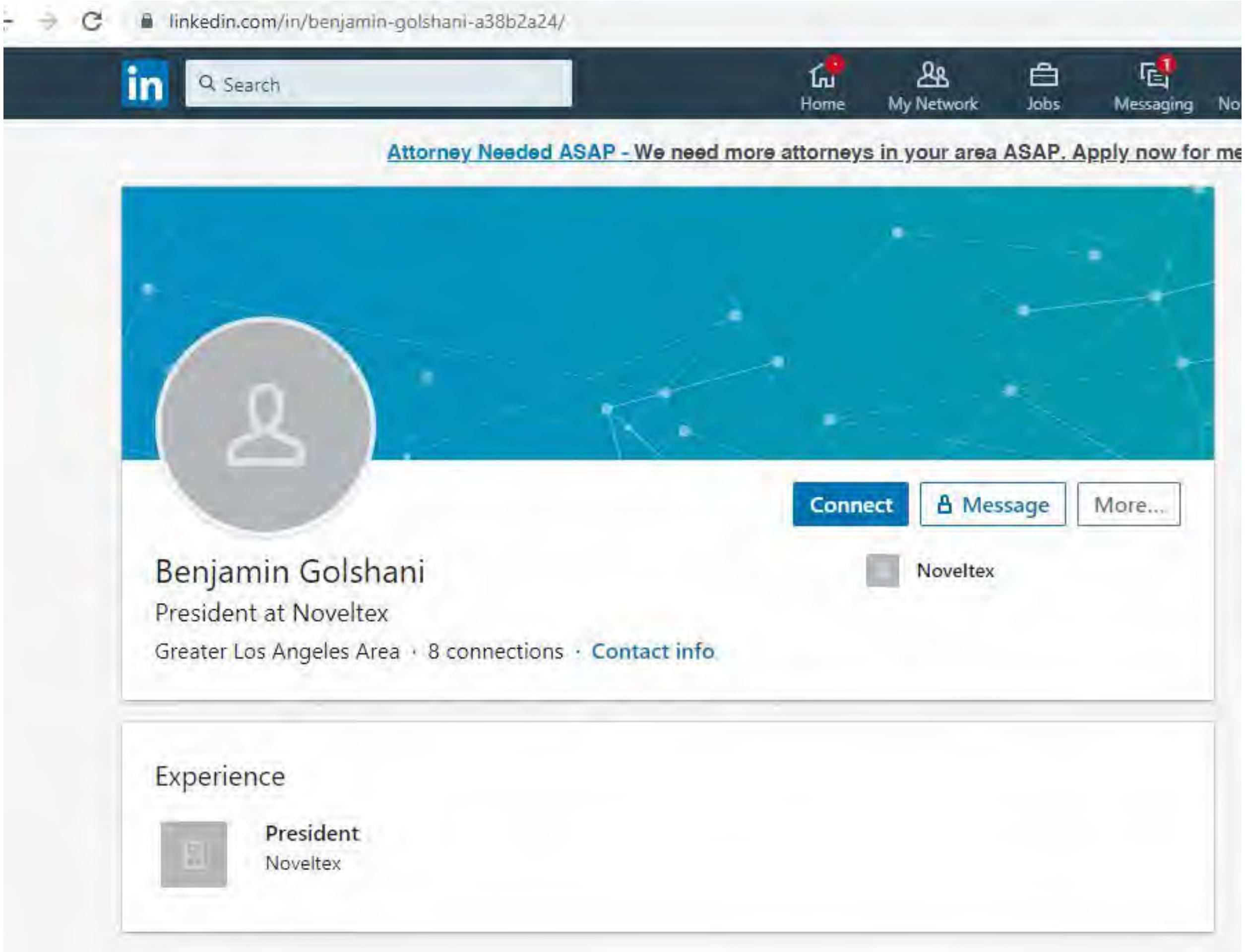
In case of any questions, please contact Arpine Nahapetyan at 213-362-0589.

Authorized Signature

Authorized Signature

EXHIBIT 25

EXHIBIT 25



linkedin.com/in/benjamin-golshani-a38b2a24/

Attorney Needed ASAP - We need more attorneys in your area ASAP. Apply now for me

Benjamin Golshani

President at Noveltex

Greater Los Angeles Area · 8 connections · Contact info

Noveltex

Experience

President

Noveltex

EXHIBIT 26

EXHIBIT 26

From: ben@claproperties.com
Sent: 1/1/2019 10:19:15 PM
To: 'shawn bidsal'
Subject: RE: Financials and deferring maintenance

Shawn, thank you for the last year's FS. Please also send me the 3rd quarter financial for 2018.

Please send me the current rent roll and the information of the firms who are providing service for this property. I like to contact them pecially for the trees and landscaping.

On July of 2017, you sent me a list of the differed maintenance in Green Valley. I was wondering if they have taken care of those differed maintenance as you mentioned bellow. If not, I like to start repairing them. I am hiring an inspector to give us a professional report of the condition of the property. Regarding contacting the tenants, although the case may or may not be finished, we need to still inform the tenants that there is a buyout going and that the deferred maintenances are going to be repaired soon. Taking care of the maintenance has nothing to do with the case being finished

I visited the Greenway property and learned that many of the tenants have left. Some of the interior of the suits were torn and left on the floor. I like to know what the situation is in the Green Way. Please send me the rent roll.

Ben

From: shawn bidsal <wcico@yahoo.com>
Sent: Saturday, December 15, 2018 9:20 AM
To: ben@claproperties.com
Subject: Re: Financials and deferring maintenance

ben

there is no deferred maintenance on landscape or the plants , every year, during winter months, plants go dormant and come back to life in spring.

regarding contacting the tenants: the green valley case is not finished, so until that time, there is no reason to contact the tenants.

i sent you the tax returns a while ago, here is the p&L for each property,

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

On Tuesday, December 11, 2018, 7:01:37 AM PST, ben@claproperties.com <ben@claproperties.com> wrote:

Shawn, It has been brought to my attention that the trees and plants in Green Valley commerce are dying (See below pictures). I did not believe that neglecting and differing the maintenance of the property is something that you wanted. It is not to anybody's interest. Please inform me of the reason of the current situation and what can be done to save them. Although the judge has awarded us the judgment but letting the trees die is not a good practice. Your attorney has stated that you do not wish me to take over the management. How would it benefit you? You have so many other properties to warry 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 27

EXHIBIT 27

From: shawn bidsal
Sent: 7/28/2017 10:12:13 AM
To: ben@claproperties.com;Henry Manabat
Subject: Re: Buy outs of Green Valley Commerce and Mission Square

ben and Henry (Henry, please email ben all the leases and rent roll for green valley commerce and green way)

the roofs on green valley commerce property is very old, we have been patching them as needed, it ultimately would need a new roof.

the other systems such as HVAC are mostly original and old,we have not put any new ac on this property, only repaired the existing ones.at one point,

you need to change them. unit g72 needs a complete remodel to get a tenant in.

the wall separating the property on the back is broken and settled, it needs to be demolished and rebuilt.

on green way, we just finished doing a slurry and striping of the parking lot, and i approved a $500 general cleaning, graffiti removal and other maintenance.

as i emiled you before, the dance studio who occupied several suites in building A at green valley commerce moved out without notice, so we have filed a law suit against her. the rest of tenants will let us know when we get closer to their lease expiration, we do not know who will stay or move out.

you have copies of all the leases and rent roll which was send a while ago in DEC 2016 and July, 20, 2017 to lita, however henry will send it again today,

we have interest for unit h84, by email but they have not filled out lease application yet.

no law suits threatened or pending against llc, however we are suiting the dance studio for rent,

all bills are current on the normal course of business,

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

On Friday, July 28, 2017 9:12 AM, "ben@claproperties.com" <ben@claproperties.com> wrote:

Shawn, we are getting the information you requested and will send it to you today.

I have some questions regarding The green valley Commerce which owns Green valley and Greenway properties as follow:

In either Green Valley complex or Greenway, is there any deferred maintenance or significant repairs that are upcoming or needed, such as, for example, the roof or HVAC system?
Are any tenants in default under their leases? Would you forward me copies of the leases or if we have a lease summary?
I have seen that many leases are terminating next year. I was wondering if any of the tenants have informed you that they will leave or stay? Have you received any interest from any possible new tenants?
Are there currently any lawsuits pending or threatened against the LLC or properties?
Are there any outstanding contracts over $1000?

Thank you in advance.

Ben

-

From: shawn bidsal [mailto:wcico@yahoo.com]
Sent: Thursday, July 27, 2017 12:43 PM
To: Lita <lita@golllc.com>; GOLLLC <ben@golllc.com>
Subject:

lita and ben

please provide all the initial wires for capital contribution for green valley commerce purchase,

Shawn Bidsal

EXHIBIT 28

EXHIBIT 28

Roof fix GV. G-70/H-89

Fecha: 9/4/17.

- Omar A. Abuerto.
No. Lic# 6650172

gvc

= Reparacion de 1,500 vo pies de Rufin. #89

- pintarlos.

Lue cuntodeul. $ 2,700.000 G-70

BANK ACCT. #

Este es mi numero de cuenta
[illegible] 501015009553.
BANK OF AMERICA
OMAR SALINAS

GREEN VALLEY COMMERCE, LLC
14039 SHERMAN WAY, STE. 201
VAN NUYS, CA 91405

MutualofOmahaBank
3333 Farnam Street, Omaha, NE 68131
Telephone Banking 866.611.6669

27-289/1040

10582

10/13/2017

PAY TO THE ORDER OF Omar Aburto Salinas $ **1,500.00

One Thousand Five Hundred and 00/100** DOLLARS

Omar Aburto Salinas
2432 Capistrano Ave
Las Vegas NV 89121

AUTHORIZED SIGNATURE

MEMO G-70 and H-89 Roof Repair

⑈010582⑈ ⑆104002894⑆ 9300090666⑈

GREEN VALLEY COMMERCE, LLC 10582

Omar Aburto Salinas 10/13/2017 1,500.00

Green Valley Commer G-70 and H-89 Roof Repair 1,500.00

GREEN VALLEY COMMERCE, LLC 10582

Omar Aburto Salinas 10/13/2017 1,500.00

Green Valley Commer G-70 and H-89 Roof Repair 1,500.00

NEWTEX
LANDSCAPE, INC.
A SHADE GREENER
245 Sunpac Avenue
Henderson, NV 89011

Invoice

Phone #	Fax #
702 795-0300	702 795-0192

Date	Invoice #
7/18/2017	47245

Bill To

ANGELO VARSOBIA
14039 Sherman Wy Blvd #201
Van Nuys CA 91405

GVC

P.O. Number	Terms	Due Date	Rep	Account #
3081	Due on receipt	7/18/2017	MM	

Quantity	Description	U/M	Price Each	Amount
2	Installed 1" Valve Filter and regulator. flush system and test. Set timers. Replace any leaking emitters. Bldg A & C 3 Sunset Way Henderson, NV 89014		294.50	589.00

PAST DUE

To be more environmentally friendly, Newtex would like the opportunity to e-mail your invoices. Please let us know if you would prefer this service by e-mailing ysantos@newtexlandscape.com or calling the office @702-795-0300.

Total	$589.00
Payments/Credits	$0.00
Balance Due	$589.00

Thank you for your business! Visit our web site at www.newtexlandscape.com.

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

GREEN VALLEY COMMERCE, LLC
14039 SHERMAN WAY, STE. 201
VAN NUYS, CA 91405

MutualofOmahaBank
3333 Farnam Street, Omaha, NE 68131
Telephone Banking 866.611.6669

27-289/1040

10572

9/22/2017

PAY TO THE ORDER OF Newtex Landscape, Inc.

$ **589.00

Five Hundred Eighty-Nine and 00/100*** DOLLARS

Newtex Landscape, Inc.
245 Sunpac Avenue
Henderson, NV 89011

MEMO
Inv# 47245

AUTHORIZED SIGNATURE

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⑈010572⑈ ⑆104002894⑆ 9300090666⑈

GREEN VALLEY COMMERCE, LLC
Newtex Landscape, Inc.

10572

9/22/2017

589.00

Green Valley Commer Inv# 47245

589.00

GREEN VALLEY COMMERCE, LLC
Newtex Landscape, Inc.

10572

9/22/2017

589.00

Green Valley Commer Inv# 47245

589.00

Safeguard SF5001NL-1 LITHO USA

TO REORDER, CALL YOUR LOCAL SAFEGUARD DISTRIBUTOR AT 800-213-6757

JB5L2C0010000 V12SF006127

21 C54CE5 SLXRX7 12/09/2016 07:08

EXHIBIT 29

EXHIBIT 29

Armando corona
702 717 6933
coronashan@hotmail.com
BusinessNumber: xxxxxx-xxx

ESTIMATE

For: Shan

Estimate No: 11
Date: Feb 21, 2019

Description	Quantity	Rate	Amount
3 Sunset Roof Coating Power wash the entire roof utilizing cleaner. Detail all penetrations, curb corners and drains with WB sealant. Reinforce critical areas with polyester fabric embedded in base coat. Apply base coat spray applied at a rateof 1.5 gallons per 100 SF. Back room immediately. Apply 505 top coat at rate of 1.5 gallons per 100sq over base coat. Apply a second 505 top coat at rate of 1.5 gallons per 100sq. 3 year workmanship warranty 10 year material warranty.	1	$13,500.00	$13,500.00*

Note
responsible for any Electrico or gas lines damages. Terms: 25 Days

Will be three payments 50% deposit to start, 25% in the middle of the project and balance is due when project is completed.

first payment, Francisco Mendoza
Second and third payment, Armando Corona,
Also send a W-9 for both names,
Thank you.

Subtotal	$13,500.00
Total	**$13,500.00**

GREEN VALLEY COMMERCE, LLC
14039 SHERMAN WAY, STE. 201
VAN NUYS, CA 91405

MutualofOmahaBank
3333 Farnam Street, Omaha, NE 68131
Telephone Banking 866.611.6669

10713

27-289/1040

2/22/2019

PAY TO THE ORDER OF Luis Corona

$ **3,375.00

Three Thousand Three Hundred Seventy-Five and 00/100** DOLLARS

Luis Corona
1461 Sunvue Circle
Las Vegas NV 89110

MEMO 25% Down Payment

AUTHORIZED SIGNATURE

⑈010713⑈ ⑆104002894⑆ 9300090666⑈

GREEN VALLEY COMMERCE, LLC

Luis Corona

10713

2/22/2019

3,375.00

Green Valley Commer 25% Down Payment 3,375.00

GREEN VALLEY COMMERCE, LLC

Luis Corona

10713

2/22/2019

3,375.00

Green Valley Commer 25% Down Payment 3,375.00

GREEN VALLEY COMMERCE, LLC
14039 SHERMAN WAY, STE. 201
VAN NUYS, CA 91405

MutualofOmahaBank
3333 Farnam Street, Omaha, NE 68131
Telephone Banking 866.611.6669

10720

27-289/1040

3/4/2019

PAY TO THE ORDER OF Luis Corona $ **3,250.00

Three Thousand Two Hundred Fifty and 00/100** DOLLARS

Luis Corona
1461 Sunvue Circle
Las Vegas NV 89110

MEMO

AUTHORIZED SIGNATURE

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⑈010720⑈ ⑆104002894⑆ 9300090666⑈

GREEN VALLEY COMMERCE, LLC 10720

Luis Corona 3/4/2019

3,250.00

Green Valley Commer 3,250.00

GREEN VALLEY COMMERCE, LLC 10720

Luis Corona 3/4/2019

3,250.00

Green Valley Commer 3,250.00

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GREEN VALLEY COMMERCE, LLC
14039 SHERMAN WAY, STE. 201
VAN NUYS, CA 91405

MutualofOmahaBank
3333 Farnam Street, Omaha, NE 68131
Telephone Banking 866.611.6669

27-289/1040

10729

3/27/2019

PAY TO THE ORDER OF Luis Corona

$ **6,875.00

Six Thousand Eight Hundred Seventy-Five and 00/100** DOLLARS

Luis Corona
1461 Sunvue Circle
Las Vegas NV 89110

MEMO
Full payment of Roof Repair-3 Sunset Way

AUTHORIZED SIGNATURE

⑈010729⑈ ⑆104002894⑆ 9300090666⑈

GREEN VALLEY COMMERCE, LLC
Luis Corona

10729
3/27/2019
6,875.00

Green Valley Commer Full payment of Roof Repair-3 Sunset Way 6,875.00

GREEN VALLEY COMMERCE, LLC
Luis Corona

10729
3/27/2019
6,875.00

Green Valley Commer Full payment of Roof Repair-3 Sunset Way 6,875.00

GREEN VALLEY COMMERCE, LLC
14039 SHERMAN WAY, STE. 201
VAN NUYS, CA 91405

MutualofOmahaBank
3333 Farnam Street, Omaha, NE 68131
Telephone Banking 866.611.6669

10736

27-289/1040

5/7/2019

PAY TO THE ORDER OF Luis Mayorga

$ **1,434.50

One Thousand Four Hundred Thirty-Four and 50/100** DOLLARS

Luis Mayorga
3255 East Desert Inn Rd Apt# 201
Las Vegas NV 89121

AUTHORIZED SIGNATURE

MEMO
50% Down Pyt

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⑈010736⑈ ⑆104002894⑆ 9300090666⑈

GREEN VALLEY COMMERCE, LLC 10736

Luis Mayorga 5/7/2019

750.00
684.50

Green Valley Commer 50% Down Pyt 1,434.50

GREEN VALLEY COMMERCE, LLC 10736

Luis Mayorga 5/7/2019

750.00
684.50

Green Valley Commer 50% Down Pyt 1,434.50

GREEN VALLEY COMMERCE, LLC
14039 SHERMAN WAY, STE. 201
VAN NUYS, CA 91405

MutualofOmahaBank 3333 Farnam Street, Omaha, NE 68131
Telephone Banking 866.611.6669

10743

27-289/1040

6/5/2019

PAY TO THE ORDER OF Luis Mayorga

$ **1,434.50

One Thousand Four Hundred Thirty-Four and 50/100** DOLLARS

Luis Mayorga
3255 East Desert Inn Rd Apt# 201
Las Vegas NV 89121

MEMO
Full payment

AUTHORIZED SIGNATURE

THIS DOCUMENT CONTAINS [illegible] DISAPPEARS WITH HEAT

⑈010743⑈ ⑆104002894⑆ 9300090666⑈

GREEN VALLEY COMMERCE, LLC
Luis Mayorga

10743

6/5/2019

1,434.50

Green Valley Commer Full payment 1,434.50

GREEN VALLEY COMMERCE, LLC
Luis Mayorga

10743

6/5/2019

1,434.50

Green Valley Commer Full payment 1,434.50

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GREEN VALLEY COMMERCE, LLC
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VAN NUYS, CA 91405

MutualofOmahaBank
3333 Farnam Street, Omaha, NE 68131
Telephone Banking 866.611.6669

10718

27-289/1040

2/28/2019

PAY TO THE ORDER OF Luis Mayorga

$ **1,500.00

One Thousand Five Hundred and 00/100** DOLLARS

Luis Mayorga
4630 Leandro Circle
Las Vegas NV 89120

AUTHORIZED SIGNATURE

MEMO Full payment

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⑈010718⑈ ⑆104002894⑆ 9300090666⑈

GREEN VALLEY COMMERCE, LLC
Luis Mayorga

10718

2/28/2019

1,500.00

Green Valley Commer Full payment 1,500.00

GREEN VALLEY COMMERCE, LLC
Luis Mayorga

10718

2/28/2019

1,500.00

Green Valley Commer Full payment 1,500.00

GREEN VALLEY COMMERCE, LLC
14039 SHERMAN WAY, STE. 201
VAN NUYS, CA 91405

MutualofOmahaBank
3333 Farnam Street, Omaha, NE 68131
Telephone Banking 866.611.6669

10711

27-289/1040

2/18/2019

PAY TO THE ORDER OF Luis Mayorga $ **1,500.00

One Thousand Five Hundred and 00/100** DOLLARS

Luis Mayorga
4630 Leandro Circle
Las Vegas NV 89120

MEMO

AUTHORIZED SIGNATURE

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⑈010711⑈ ⑆104002894⑆ 9300090666⑈

GREEN VALLEY COMMERCE, LLC 10711
Luis Mayorga 2/18/2019 1,500.00

Green Valley Commer 1,500.00

GREEN VALLEY COMMERCE, LLC 10711
Luis Mayorga 2/18/2019 1,500.00

Green Valley Commer 1,500.00

GREEN VALLEY COMMERCE, LLC
14039 SHERMAN WAY, STE. 201
VAN NUYS, CA 91405

MutualofOmahaBank
3333 Farnam Street, Omaha, NE 68131
Telephone Banking 866.611.6669

10731

27-289/1040

4/2/2019

PAY TO THE ORDER OF Luis Mayorga $ **800.00

Eight Hundred and 00/100*** DOLLARS

Luis Mayorga
4630 Leandro Circle
Las Vegas NV 89120

AUTHORIZED SIGNATURE

MEMO
Clean up of Bldg G

⑈010731⑈ ⑆104002894⑆ 9300090666⑈

GREEN VALLEY COMMERCE, LLC 10731

Luis Mayorga 4/2/2019 800.00

Green Valley Commer Clean up of Bldg G 800.00

GREEN VALLEY COMMERCE, LLC 10731

Luis Mayorga 4/2/2019 800.00

Green Valley Commer Clean up of Bldg G 800.00

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TO REORDER, CALL YOUR LOCAL SAFEGUARD DISTRIBUTOR AT 800-213-6767

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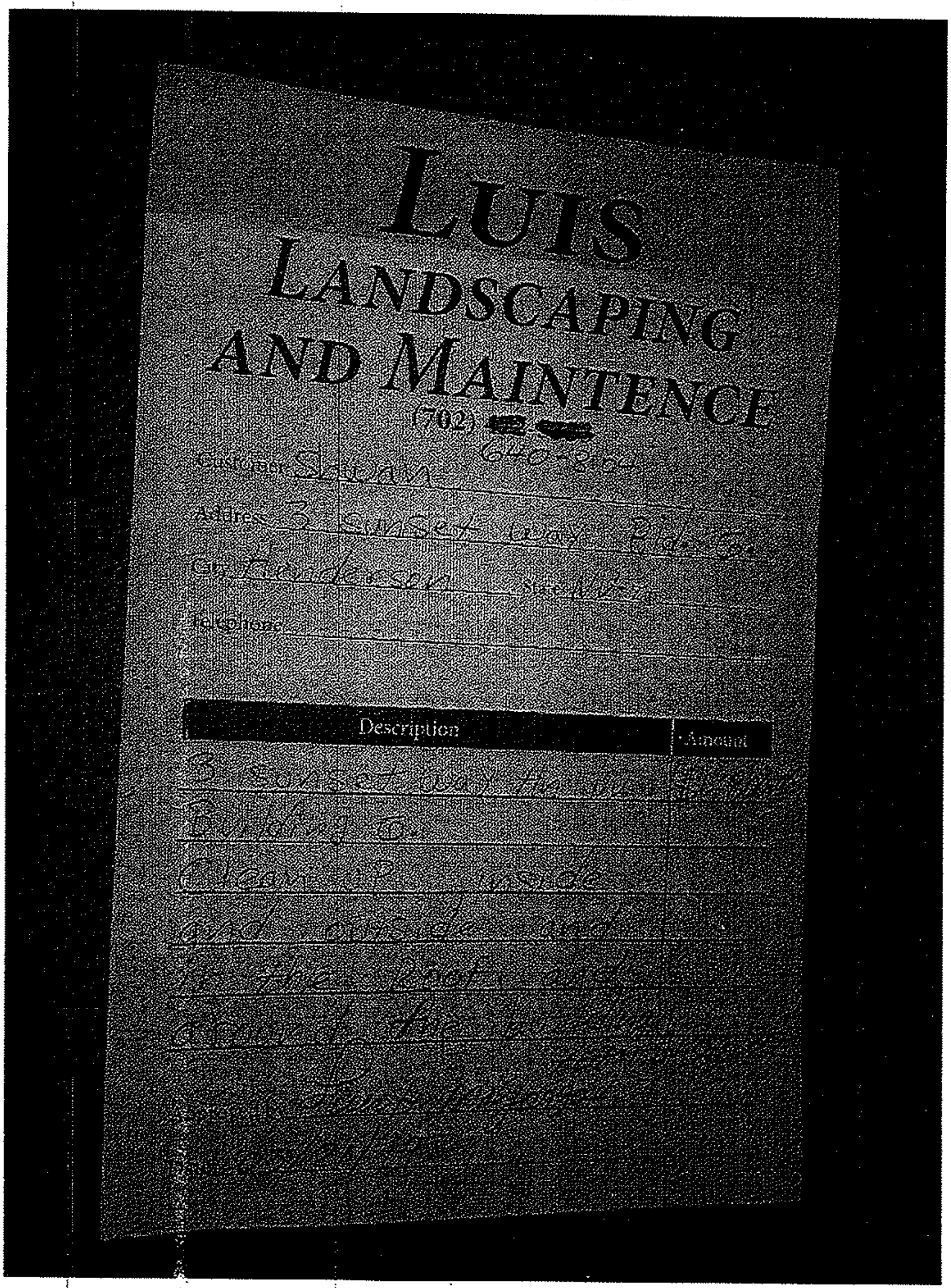

LUIS LANDSCAPING AND MAINTENCE

(702) [redacted]
640-3[illegible]

Customer Susan

Addres 3 Sunset way Bld. 5

City Henderson State NV

Telephone

Description	Amount
3 Sunset way Henderson	[illegible]
Building 5.	
Clean up inside	
and outside and	
in the [illegible] and	
around the [illegible]	

Reduced to $800 per Luis M

RECEIVED 10/17/2019 11:55AM 8189018877 WEST COAST
10/17/2019 11:26 7028979091 WEST COAST INVEST PAGE 01/01

312156

PURCHASE ORDER

TO Green Valley	SHIP TO Shawn B.
ADDRESS 3 Sunset way Hn. NV.	ADDRESS
CITY, STATE, ZIP	CITY, STATE, ZIP

DATE	DATE REQUIRED	TERMS	HOW SHIPPED	REQ. NO. OR DEPT.	FOR
10/10/19					

	QUANTITY	DESCRIPTION	PRICE	UNIT
1				
2		This bill is for the holes		
3		We fixing on the corner		
4		in ground.		
		total $	550.00	
		702-640-8104		
20				
21				
22				

10/17

Shawn,

Please approve if okay to pay

OK thanks,
Nora

IMPORTANT

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES - PACKAGING, ETC.

PLEASE NOTIFY US IMMEDIATELY IF YOU ARE UNABLE TO COMPLETE ORDER BY DATE SPECIFIED.

PLEASE SEND ____________ COPIES OF YOUR INVOICE WITH ORIGINAL BILL OF LADING.

PURCHASING AGENT

Adams 8131

ORIGINAL

GREEN VALLEY COMMERCE, LLC
14039 SHERMAN WAY, STE. 201
VAN NUYS, CA 91405

MutualofOmahaBank
3333 Farnam Street, Omaha, NE 68131
Telephone Banking 866.611.6669

27-289/1040

10777

10/18/2019

PAY TO THE ORDER OF Luis Mayorga

$ **550.00

Five Hundred Fifty and 00/100** DOLLARS

Luis Mayorga
3255 East Desert Inn Rd Apt# 201
Las Vegas NV 89121

MEMO
Inv# 312156

AUTHORIZED SIGNATURE

⑈010777⑈ ⑆104002894⑆ 9300090666⑈

GREEN VALLEY COMMERCE, LLC

10777

Luis Mayorga

10/18/2019

550.00

Green Valley Commer	Inv# 312156	550.00

GREEN VALLEY COMMERCE, LLC

10777

Luis Mayorga

10/18/2019

550.00

Green Valley Commer	Inv# 312156	550.00

Safeguard SF5001NL-1

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J85L2C0010000 V12SF086127

226 C54CE5 SLXRX7 12/09/2016 07:08

312177

PURCHASE ORDER

TO Green Valley Hn.
ADDRESS NV.
CITY, STATE, ZIP

SHIP TO Shawn B.
ADDRESS
CITY, STATE, ZIP

DATE	DATE REQUIRED	TERMS	HOW SHIPPED	REQ. NO. OR DEPT.	FOR
07/18/19					

	QUANTITY	DESCRIPTION	PRICE	UNIT
1				
2	1	Dumpters, for green		
3				
4		valley clean up.		
5				
6		Dumpters only	$480.00	
7				
8				
9				
10				
11				
12				
13				
14				
15				
16		Luis A. Mayorga		
17				
18		702-640-8104		
19				
20		3255 E. dessert in Rd.		
21				
22		Apt. # 201 Las vegas NV. 89121		

IMPORTANT

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES - PACKAGING, ETC.

PLEASE NOTIFY US IMMEDIATELY IF YOU ARE UNABLE TO COMPLETE ORDER BY DATE SPECIFIED.

PLEASE SEND________COPIES OF YOUR INVOICE WITH ORIGINAL BILL OF LADING.

PURCHASING AGENT

adams
8131

ORIGINAL

GREEN VALLEY COMMERCE, LLC
14039 SHERMAN WAY, STE. 201
VAN NUYS, CA 91405

MutualofOmahaBank
3333 Farnam Street, Omaha, NE 68131
Telephone Banking 866.611.6669

10754

27-289/1040

7/18/2019

PAY TO THE ORDER OF Luis Mayorga

$ **480.00

Four Hundred Eighty and 00/100** DOLLARS

Luis Mayorga
3255 East Desert Inn Rd Apt# 201
Las Vegas NV 89121

MEMO

AUTHORIZED SIGNATURE

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⑈010754⑈ ⑆104002894⑆ 9300090666⑈

GREEN VALLEY COMMERCE, LLC

10754

Luis Mayorga

7/18/2019

480.00

Green Valley Commer

480.00

GREEN VALLEY COMMERCE, LLC

10754

Luis Mayorga

7/18/2019

480.00

Green Valley Commer

480.00


PLEASE KEEP LIDS CLOSED
LAPHS
PFG
BEAMS

EXHIBIT 30

EXHIBIT 30

1:40 PM
06/08/20
Accrual Basis

Green Valley Commerce, LLC
Transaction Detail By Account
January 1 through June 8, 2020

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
60000 · Operating Expense								
62100 · Contractual Labor								
Check	01/15/2020	10815	Raul Palomares	1/1/2020 to 1/...		10000 · Green ...	980.00	980.00
Check	01/30/2020	10816	Raul Palomares	1/16/2020 to ...		10000 · Green ...	980.00	1,960.00
Check	02/14/2020	10820	Raul Palomares	02/01/2020 to...		10000 · Green ...	980.00	2,940.00
Check	02/28/2020	10821	Raul Palomares	2/16/20 to 2/2...		10000 · Green ...	980.00	3,920.00
Check	03/13/2020	10825	Raul Palomares	3/1/2020 to 3/...		10000 · Green ...	980.00	4,900.00
Check	03/17/2020	10826	Omar Antonio Aburt...	Roof repair at ...		10000 · Green ...	1,000.00	5,900.00
Check	03/25/2020	10827	Raul Palomares	3/16/2020 to ...		10000 · Green ...	980.00	6,880.00
Check	04/15/2020	10831	Raul Palomares	4/1/20 to 4/15...		10000 · Green ...	980.00	7,860.00
Check	04/29/2020	10835	Raul Palomares	VOID: 4/16/20...	X	10000 · Green ...	0.00	7,860.00
General Journal	04/29/2020	JE # 1...	Raul Palomares	For CHK 108...		10000 · Green ...	980.00	8,840.00
Check	05/04/2020	10837	Angel Jesus Perez	4/21/20 to 4/3...		10000 · Green ...	704.00	9,544.00
Check	05/04/2020	10838	Eugene Halls	4/20/20 to 4/...		10000 · Green ...	720.00	10,264.00
Check	05/04/2020	10839	Christopher L Carter	4/20/2020 Job		10000 · Green ...	80.00	10,344.00
Check	05/08/2020	10841	Raul Palomares	april 16 to apri...		10000 · Green ...	980.00	11,324.00
General Journal	05/08/2020	JE # 1...	Raul Palomares	Reverse of G...		10000 · Green ...	-980.00	10,344.00
Check	05/15/2020	10842	Raul Palomares	5/1/2020 to 5/...		10000 · Green ...	980.00	11,324.00
Check	05/15/2020	10843	Felix G. Alvaro Jr.	Inv 332; Unit...		10000 · Green ...	262.50	11,586.50
Check	05/18/2020	10847	Juan Trigueros	5/20/20 to 5/2...		10000 · Green ...	253.00	11,839.50
Check	05/18/2020	10846	Eugene Hays	5/5/20 to 5/22...		10000 · Green ...	510.00	12,349.50
Check	05/26/2020	10850	Raul Palomares	5/16/2020 to ...		10000 · Green ...	980.00	13,329.50
Check	06/04/2020	10851	Juan Trigueros	5/25/20 to 5/3...		10000 · Green ...	484.00	13,813.50
Total 62100 · Contractual Labor							13,813.50	13,813.50
Total 60000 · Operating Expense							13,813.50	13,813.50
TOTAL							**13,813.50**	**13,813.50**

APPENDIX (PX)002640

1:41 PM
06/08/20
Accrual Basis

Green Valley Commerce, LLC
Transaction Detail By Account
January 1 through June 8, 2020

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
60000 · Operating Expense								
62300 · Repairs and Maintenance								
Check	05/15/2020	10844	Boss Plumbing	Inv 27900		10000 · Green ...	950.00	950.00
Total 62300 · Repairs and Maintenance							950.00	950.00
Total 60000 · Operating Expense							950.00	950.00
TOTAL							**950.00**	**950.00**

1:42 PM
06/08/20
Accrual Basis

Green Valley Commerce, LLC
Transaction Detail By Account
January 1 through June 8, 2020

	Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
60000 · Operating Expense									
62400 · Supplies and Materials									
	Check	05/15/2020	10843	Felix G. Alvaro Jr.	Inv 332; Unit...		10000 · Green ...	210.00	210.00
Total 62400 · Supplies and Materials								210.00	210.00
Total 60000 · Operating Expense								210.00	210.00
TOTAL								**210.00**	**210.00**

2:35 PM
06/08/20
Accrual Basis

Green Valley Commerce, LLC
Transaction Detail By Account
January 1 through June 8, 2020

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
60000 · Operating Expense								
62400 · Supplies and Materials								
Check	04/01/2020	Bill pay	Home Depot Credit ...	a/c 6035 3226...		10000 · Green ...	4,662.68	4,662.68
Check	05/04/2020	bill pay	Home Depot Credit ...	a/c 6035 3226...		10000 · Green ...	857.68	5,520.36
Check	05/08/2020	Bill pay	Home Depot Credit ...	a/c 6035 3226...		10000 · Green ...	39.01	5,559.37
Check	05/15/2020	10843	Felix G. Alvaro Jr.	Inv 332; Unit...		10000 · Green ...	210.00	5,769.37
Check	06/01/2020	Bill pay	Home Depot Credit ...	a/c 6035 3226...		10000 · Green ...	1,178.25	6,947.62
Check	06/01/2020	Bill pay	Home Depot Credit ...	a/c 6035 3226...		10000 · Green ...	262.26	7,209.88
Check	06/01/2020	bill pay	Home Depot Credit ...	a/c 6035 3226...		10000 · Green ...	635.05	7,844.93
Check	06/02/2020	bill pay	Home Depot Credit ...	a/c 6035 3226...		10000 · Green ...	63.26	7,908.19
Total 62400 · Supplies and Materials							7,908.19	7,908.19
Total 60000 · Operating Expense							7,908.19	7,908.19
TOTAL							**7,908.19**	**7,908.19**

EXHIBIT 31

EXHIBIT 31

Laura B. Fitzpatrick
Clark County Treasurer

CLARK COUNTY PROPERTY TAX RATES

Fiscal Year 2017-2018

District 505 - HENDERSON ARTESIAN BASIN

ASSISTANCE TO INDIGENT PERSONS	0.1000
CLARK COUNTY CAPITAL	0.0500
CLARK COUNTY FAMILY COURT	0.0192
CLARK COUNTY GENERAL OPERATING	0.4599
COUNTY SCHOOL DEBT (BONDS)	0.5534
COUNTY SCHOOL MAINTENANCE & OPERATION	0.7500
HENDERSON CITY	0.5508
HENDERSON CITY DEBT	0.1600
HENDERSON CITY LIBRARY	0.0604
INDIGENT ACCIDENT FUND	0.0150
STATE COOPERATIVE EXTENSION	0.0100
STATE OF NEVADA	0.1700
Total Tax Rate	**2.8987**

Return to Home

Laura B. Fitzpatrick
Clark County Treasurer

CLARK COUNTY PROPERTY TAX RATES

Fiscal Year 2018-2019

District 505 - HENDERSON ARTESIAN BASIN

ASSISTANCE TO INDIGENT PERSONS	0.1000
CLARK COUNTY CAPITAL	0.0500
CLARK COUNTY FAMILY COURT	0.0192
CLARK COUNTY GENERAL OPERATING	0.4599
COUNTY SCHOOL DEBT (BONDS)	0.5534
COUNTY SCHOOL MAINTENANCE & OPERATION	0.7500
HENDERSON CITY	0.5483
HENDERSON CITY DEBT	0.1625
HENDERSON CITY LIBRARY	0.0606
INDIGENT ACCIDENT FUND	0.0150
STATE COOPERATIVE EXTENSION	0.0100
STATE OF NEVADA	0.1700
Total Tax Rate	**2.8989**

Return to Home

Laura B. Fitzpatrick
Clark County Treasurer

CLARK COUNTY PROPERTY TAX RATES

Fiscal Year 2019-2020

District 505 - HENDERSON ARTESIAN BASIN

ASSISTANCE TO INDIGENT PERSONS	0.1000
CLARK COUNTY CAPITAL	0.0500
CLARK COUNTY FAMILY COURT	0.0192
CLARK COUNTY GENERAL OPERATING	0.4599
COUNTY SCHOOL DEBT (BONDS)	0.5534
COUNTY SCHOOL MAINTENANCE & OPERATION	0.7500
HENDERSON CITY	0.5483
HENDERSON CITY DEBT	0.1625
HENDERSON CITY LIBRARY	0.0607
INDIGENT ACCIDENT FUND	0.0150
STATE COOPERATIVE EXTENSION	0.0100
STATE OF NEVADA	0.1700
Total Tax Rate	**2.8990**

Return to Home

EXHIBIT 32

EXHIBIT 32

EXH. 9

4:29 PM
01/23/17
Accrual Basis

Green Valley Commerce, LLC
Balance Sheet
As of December 31, 2016

		Dec 31, 16
ASSETS		
Current Assets		
Checking/Savings		
10000 · Green Valley Commerce, LLC		35,665.82
Total Checking/Savings		35,665.82
Accounts Receivable		
11000 · Accounts Receivable		39,298.43
Total Accounts Receivable		39,298.43
Total Current Assets		74,964.25
Fixed Assets		
16000 · Land		540,616.46
16100 · Building		2,342,137.52
16900 · Accumulated Depreciation - Bldg		-393,875.86
Total Fixed Assets		2,488,878.12
TOTAL ASSETS		2,563,842.37
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Other Current Liabilities		
24800 · Tenant Security Deposits Held		62,805.33
Total Other Current Liabilities		62,805.33
Total Current Liabilities		62,805.33
Total Liabilities		62,805.33
Equity		
30700 · Owners Distribution		
30710 · Shawn Bidsal	-517,054.70	
30720 · CLA Properties, LLC	-630,705.31	
Total 30700 · Owners Distribution		-1,147,760.01
31000 · Members Capital Account		
31100 · Capital - Benjamin	2,093,642.29	
31200 · Capital - Shawn	704,340.02	
Total 31000 · Members Capital Account		2,797,882.31
32000 · Members Equity		533,970.88
Net Income		316,943.86
Total Equity		2,501,037.04
TOTAL LIABILITIES & EQUITY		2,563,842.37

GREEN VALLEY COMMERCE

EQUITY BALANCES COMPUTATION

AS OF DECEMBER 31,2015

EQUITY SHARING STRUCTURE	TOTAL	SHAWN BIDSAL	CL
CAPITAL SHARING	100%	30%	
DISTRIBUTUION SHARING	100%	50%	

CAPITAL STRUCTURE		
ACQUISITION COST OF PROPERTY *(09/22/2011)*	4,000,000.00	1,200,000.00
PROCEEDS OF SALE APPLIED TO CAPITAL		
SALE OF BLDG C *(04/22/2013)*	95,272.65	28,581.80
SALE OF BLDG E *(11/17/2014)*	479,848.70	143,954.61
SALE OF BLDG B *(09/04/2015)*	284,126.53	85,237.96
TOTAL APPLIED AS RETURN TO CAPITAL	859,247.88	257,774.36
ENDING CAPITAL BALANCE AS OF 2015	3,140,752.12	942,225.64
ENDING CAPITAL PER CPA *(BOOKS)* AS OF 2015	2,797,882.31	704,340.02
DIFFERENCE - (OVER)/SHORT PER BOOKS	342,869.81	237,885.62

DISTRIBUTION STRUCTURE		
PROCEEDS OF SALE BOOKED TO DISTRIBUTION		
SALE OF BLDG C *(04/22/2013)*	74,727.36	37,363.68
SALE OF BLDG E *(11/17/2014)*	317,945.34	158,972.67
SALE OF BLDG B *(09/04/2015)*	333,633.48	166,816.74
TOTAL BOOKED TO DISTRIBUTION AS OF 2015	726,306.18	363,153.09
DISTRIBUTION BALANCE PER CPA *(Books)* AS OF 2015	837,760.01	362,054.70
DIFFERENCE - (OVER)/SHORT PER BOOKS	(111,453.83)	1,098.39

EXHIBIT 33

EXHIBIT 33

EXH. 7

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Form **1065** Department of the Treasury Internal Revenue Service

U.S. Return of Partnership Income

For calendar year 2016, or tax year beginning ...., ending ....

▶ Information about Form 1065 and its separate instructions is at www.irs.gov/form1065.

OMB No. 1545-0123

2016

A Principal business activity Real Estate	Name of partnership Green Valley Commerce, LLC	D Employer identification number 32-0345346
B Principal product or service Investment	Type or Print — Number, street, and room or suite no. If a P.O. box, see the instructions. 9155 South Las Vegas Blvd., Ste 200	E Date business started 05/26/2011
C Business code number 531120	City or town, state or province, country, and ZIP or foreign postal code Las Vegas NV 89123	F Total assets (see the instructions) $ 2,809,943

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

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

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

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

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

Income	1a	Gross receipts or sales	1a		
	b	Returns and allowances	1b		
	c	Balance. Subtract line 1b from line 1a		1c	
	2	Cost of goods sold (attach Form 1125-A)		2	
	3	Gross profit. Subtract line 2 from line 1c		3	
	4	Ordinary income (loss) from other partnerships, estates, and trusts (attach statement)		4	
	5	Net farm profit (loss) (attach Schedule F (Form 1040))		5	
	6	Net gain (loss) from Form 4797, Part II, line 17 (attach Form 4797)		6	
	7	Other income (loss) (attach statement)		7	
	8	**Total income (loss).** Combine lines 3 through 7		8	
Deductions (see the instructions for limitations)	9	Salaries and wages (other than to partners) (less employment credits)		9	
	10	Guaranteed payments to partners		10	
	11	Repairs and maintenance		11	
	12	Bad debts		12	
	13	Rent		13	
	14	Taxes and licenses		14	
	15	Interest		15	
	16a	Depreciation (if required, attach Form 4562)	16a 72,279		
	b	Less depreciation reported on Form 1125-A and elsewhere on return	16b 72,279	16c	0
	17	Depletion (Do not deduct oil and gas depletion.)		17	
	18	Retirement plans, etc.		18	
	19	Employee benefit programs		19	
	20	Other deductions (attach statement)		20	
	21	**Total deductions.** Add the amounts shown in the far right column for lines 9 through 20		21	0
	22	**Ordinary business income (loss).** Subtract line 21 from line 8		22	

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than general partner or limited liability company member manager) is based on all information of which preparer has any knowledge.

▶ Signature of general partner or limited liability company member manager ▶ 3-16-17 Date

May the IRS discuss this return with the preparer shown below (see instructions)? ☒ Yes ☐ No

Paid Preparer Use Only

Print/Type preparer's name James D. Main	Preparer's signature	Date 03/14/17	Check ☐ if self-employed	PTIN P00172333
Firm's name ▶ CliftonLarsonAllen			Firm's EIN ▶ 41-0746749	
Firm's address ▶ 10191 Park Run Dr Ste 200 Las Vegas, NV 89145-8862			Phone no. 702-259-6222	

For Paperwork Reduction Act Notice, see separate instructions.

Form 1065 (2016)

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Form 1065 (2016) Green Valley Commerce, LLC 32-0345346 Page 2

Schedule B Other Information

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

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

		Yes	No
b	Own directly an interest of 20% or more, or own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital in any foreign or domestic partnership (including an entity treated as a partnership) or in the beneficial interest of a trust? For rules of constructive ownership, see instructions. If "Yes," complete (i) through (v) below		X

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

		Yes	No
5	Did the partnership file Form 8893, Election of Partnership Level Tax Treatment, or an election statement under section 6231(a)(1)(B)(ii) for partnership-level tax treatment, that is in effect for this tax year? See Form 8893 for more details		X
6	Does the partnership satisfy all four of the following conditions?		
a	The partnership's total receipts for the tax year were less than $250,000.		
b	The partnership's total assets at the end of the tax year were less than $1 million.		
c	Schedules K-1 are filed with the return and furnished to the partners on or before the due date (including extensions) for the partnership return.		
d	The partnership is not filing and is not required to file Schedule M-3		X
	If "Yes," the partnership is not required to complete Schedules L, M-1, and M-2; Item F on page 1 of Form 1065; or Item L on Schedule K-1.		
7	Is this partnership a publicly traded partnership as defined in section 469(k)(2)?		X
8	During the tax year, did the partnership have any debt that was cancelled, was forgiven, or had the terms modified so as to reduce the principal amount of the debt?		X
9	Has this partnership filed, or is it required to file, Form 8918, Material Advisor Disclosure Statement, to provide information on any reportable transaction?		X
10	At any time during calendar year 2016, did the partnership have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? See the instructions for exceptions and filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR). If "Yes," enter the name of the foreign country. ▶		X

Form **1065** (2016)

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Form 1065 (2016) Green Valley Commerce, LLC 32-0345346 Page 3

Schedule B Other Information *(continued)*

		Yes	No
11	At any time during the tax year, did the partnership receive a distribution from, or was it the grantor of, or transferor to, a foreign trust? If "Yes," the partnership may have to file Form 3520, Annual Return To Report Transactions With Foreign Trusts and Receipt of Certain Foreign Gifts. See instructions		X
12a	Is the partnership making, or had it previously made (and not revoked), a section 754 election? See instructions for details regarding a section 754 election.		X
b	Did the partnership make for this tax year an optional basis adjustment under section 743(b) or 734(b)? If "Yes," attach a statement showing the computation and allocation of the basis adjustment. See instructions		X
c	Is the partnership required to adjust the basis of partnership assets under section 743(b) or 734(b) because of a substantial built-in loss (as defined under section 743(d)) or substantial basis reduction (as defined under section 734(d))? If "Yes," attach a statement showing the computation and allocation of the basis adjustment. See instructions		X
13	Check this box if, during the current or prior tax year, the partnership distributed any property received in a like-kind exchange or contributed such property to another entity (other than disregarded entities wholly owned by the partnership throughout the tax year) ▶ ☐		
14	At any time during the tax year, did the partnership distribute to any partner a tenancy-in-common or other undivided interest in partnership property?		X
15	If the partnership is required to file Form 8858, Information Return of U.S. Persons With Respect To Foreign Disregarded Entities, enter the number of Forms 8858 attached. See instructions ▶		
16	Does the partnership have any foreign partners? If "Yes," enter the number of Forms 8805, Foreign Partner's Information Statement of Section 1446 Withholding Tax, filed for this partnership. ▶		X
17	Enter the number of Forms 8865, Return of U.S. Persons With Respect to Certain Foreign Partnerships, attached to this return. ▶		
18a	Did you make any payments in 2016 that would require you to file Form(s) 1099? See instructions	X	
b	If "Yes," did you or will you file required Form(s) 1099?	X	
19	Enter the number of Form(s) 5471, Information Return of U.S. Persons With Respect To Certain Foreign Corporations, attached to this return. ▶ 0		
20	Enter the number of partners that are foreign governments under section 892. ▶ 0		
21	During the partnership's tax year, did the partnership make any payments that would require it to file Form 1042 and 1042-S under chapter 3 (sections 1441 through 1464) or chapter 4 (sections 1471 through 1474)?		X
22	Was the partnership a specified domestic entity required to file Form 8938 for the tax year (See the Instructions for Form 8938)?		X

Designation of Tax Matters Partner (see instructions)

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

Name of designated TMP ▶ Shahram Bidsal

Identifying number of TMP ▶ 549-55-3193

If the TMP is an entity, name of TMP representative ▶

Phone number of TMP ▶ 818-901-8800

Address of designated TMP ▶ 14039 Sherman Way Blvd., Suite 201
Van Nuys CA 91405

Form **1065** (2016)

DAA

Form 1065 (2016) Green Valley Commerce, LLC 32-0345346 Page 4

[illegible] Partners' Distributive Share Items

						Total amount
Income (Loss)	1	Ordinary business income (loss) (page 1, line 22)			1	
	2	Net rental real estate income (loss) (attach Form 8825)			2	391,907
	3a	Other gross rental income (loss)	3a			
	b	Expenses from other rental activities (attach statement)	3b			
	c	Other net rental income (loss). Subtract line 3b from line 3a			3c	
	4	Guaranteed payments			4	
	5	Interest income			5	
	6	Dividends: a Ordinary dividends			6a	
		b Qualified dividends	6b			
	7	Royalties			7	
	8	Net short-term capital gain (loss) (attach Schedule D (Form 1065))			8	
	9a	Net long-term capital gain (loss) (attach Schedule D (Form 1065))			9a	
	b	Collectibles (28%) gain (loss)	9b			
	c	Unrecaptured section 1250 gain (attach statement)	9c			
	10	Net section 1231 gain (loss) (attach Form 4797)			10	
	11	Other income (loss) (see instructions) Type ▶			11	
Deductions	12	Section 179 deduction (attach Form 4562)			12	
	13a	Contributions			13a	
	b	Investment interest expense			13b	
	c	Section 59(e)(2) expenditures: (1) Type ▶		(2) Amount ▶	13c(2)	
	d	Other deductions (see instructions) Type ▶			13d	
Self-Employment	14a	Net earnings (loss) from self-employment			14a	
	b	Gross farming or fishing income			14b	
	c	Gross nonfarm income			14c	
Credits	15a	Low-income housing credit (section 42(j)(5))			15a	
	b	Low-income housing credit (other)			15b	
	c	Qualified rehabilitation expenditures (rental real estate) (attach Form 3468, if applicable)			15c	
	d	Other rental real estate credits (see instructions)	Type ▶		15d	
	e	Other rental credits (see instructions)	Type ▶		15e	
	f	Other credits (see instructions)	Type ▶		15f	
Foreign Transactions	16a	Name of country or U.S. possession ▶				
	b	Gross income from all sources			16b	
	c	Gross income sourced at partner level			16c	
		Foreign gross income sourced at partnership level				
	d	Passive category ▶	e General category ▶	f Other ▶	16f	
		Deductions allocated and apportioned at partner level				
	g	Interest expense ▶	h Other	▶	16h	
		Deductions allocated and apportioned at partnership level to foreign source income				
	i	Passive category ▶	j General category ▶	k Other ▶	16k	
	l	Total foreign taxes (check one): ▶ Paid ☐	Accrued ☐		16l	
	m	Reduction in taxes available for credit (attach statement)			16m	
	n	Other foreign tax information (attach statement)				
Alternative Minimum Tax (AMT) Items	17a	Post-1986 depreciation adjustment			17a	
	b	Adjusted gain or loss			17b	
	c	Depletion (other than oil and gas)			17c	
	d	Oil, gas, and geothermal properties – gross income			17d	
	e	Oil, gas, and geothermal properties – deductions			17e	
	f	Other AMT items (attach statement)			17f	
Other Information	18a	Tax-exempt interest income			18a	
	b	Other tax-exempt income			18b	
	c	Nondeductible expenses			18c	
	19a	Distributions of cash and marketable securities			19a	420,000
	b	Distributions of other property			19b	
	20a	Investment income			20a	
	b	Investment expenses			20b	
	c	Other items and amounts (attach statement)				

Form 1065 (2016)

DAA

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Form 1065 (2016) Green Valley Commerce, LLC 32-0345346 Page 5

Analysis of Net Income (Loss)

1	Net income (loss). Combine Schedule K, lines 1 through 11. From the result, subtract the sum of Schedule K, lines 12 through 13d, and 16l					1	391,907
2	Analysis by partner type:	(i) Corporate	(ii) Individual (active)	(iii) Individual (passive)	(iv) Partnership	(v) Exempt Organization	(vi) Nominee/Other
a	General partners						
b	Limited partners			195,953	195,954		

[illegible] Balance Sheets per Books

		Beginning of tax year		End of tax year	
	Assets	(a)	(b)	(c)	(d)
1	Cash		27,215		80,137
2a	Trade notes and accounts receivable				
b	Less allowance for bad debts				
3	Inventories				
4	U.S. government obligations				
5	Tax-exempt securities				
6	Other current assets (attach statement) See Stmt 1		107		658
7a	Loans to partners (or persons related to partners)				
b	Mortgage and real estate loans				
8	Other investments (attach statement)				
9a	Buildings and other depreciable assets	2,597,489		2,597,489	
b	Less accumulated depreciation	418,596	2,178,893	490,874	2,106,615
10a	Depletable assets				
b	Less accumulated depletion				
11	Land (net of any amortization)		622,433		622,433
12a	Intangible assets (amortizable only)				
b	Less accumulated amortization				
13	Other assets (attach statement)				
14	Total assets		2,828,648		2,809,843
	Liabilities and Capital				
15	Accounts payable				
16	Mortgages, notes, bonds payable in less than 1 year				
17	Other current liabilities (attach statement) See Stmt 2		64,660		73,948
18	All nonrecourse loans				
19a	Loans from partners (or persons related to partners)				
b	Mortgages, notes, bonds payable in 1 year or more				
20	Other liabilities (attach statement)				
21	Partners' capital accounts		2,763,988		2,735,895
22	Total liabilities and capital		2,828,648		2,809,843

[illegible] Reconciliation of Income (Loss) per Books With Income (Loss) per Return

Note. The partnership may be required to file Schedule M-3 (see instructions).

1	Net income (loss) per books	391,907	6	Income recorded on books this year not included on Schedule K, lines 1 through 11 (itemize): a Tax-exempt interest $	
2	Income included on Schedule K, lines 1, 2, 3c, 5, 6a, 7, 8, 9a, 10, and 11, not recorded on books this year (itemize):				
3	Guaranteed payments (other than health insurance)		7	Deductions included on Schedule K, lines 1 through 13d, and 16l, not charged against book income this year (itemize): a Depreciation $	
4	Expenses recorded on books this year not included on Schedule K, lines 1 through 13d, and 16l (itemize): a Depreciation $ b Travel and entertainment $				
			8	Add lines 6 and 7	
5	Add lines 1 through 4	391,907	9	Income (loss) (Analysis of Net Income (Loss), line 1). Subtract line 8 from line 5	391,907

[illegible] Analysis of Partners' Capital Accounts

1	Balance at beginning of year	2,763,988	6	Distributions: a Cash	420,000
2	Capital contributed: a Cash			b Property	
	b Property				
3	Net income (loss) per books	391,907	7	Other decreases (itemize):	
4	Other increases (itemize):				
			8	Add lines 6 and 7	420,000
5	Add lines 1 through 4	3,155,895	9	Balance at end of year. Subtract line 8 from line 5	2,735,895

DAA Form **1065** (2016)

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

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

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

OMB No. 1545-1186

Name: Green Valley Commerce, LLC

Employer identification number: 32-0345346

1 Show the type and address of each property. For each rental real estate property listed, report the number of days rented at fair rental value and days with personal use. See instructions. See page 2 to list additional properties.

	Physical address of each property—street, city, state, ZIP code	Type—Enter code 1-8; see page 2 for list	Fair Rental Days	Personal Use Days
A	Commercial Property 3 Sunset Way Henderson NV 89014	4 Commercial	366	
B	Commercial Property 3342 East Greenway Road Phoenix AZ 85032	4 Commercial	366	
C				
D				

			Properties A	B	C	D
	Rental Real Estate Income					
2	Gross rents	2	437,665	160,157		
	Rental Real Estate Expenses					
3	Advertising	3				
4	Auto and travel	4				
5	Cleaning and maintenance	5	10,863	4,505		
6	Commissions	6	1,051			
7	Insurance	7	9,969	3,782		
8	Legal and other professional fees	8	1,699	-1,275		
9	Interest	9				
10	Repairs	10	1,525	2,057		
11	Taxes	11	34,648	19,891		
12	Utilities	12	24,309	9,890		
13	Wages and salaries	13				
14	Depreciation (see instructions)	14	65,624	6,655		
15	Other (list) ▶ See Statement 3,4	15	7,621	3,102		
16	Total expenses for each property. Add lines 3 through 15	16	157,308	48,607		
17	Income or (Loss) from each property. Subtract line 16 from line 2	17	280,357	111,550		

18a	Total gross rents. Add gross rents from line 2, columns A through H	18a	597,822
b	Total expenses. Add total expenses from line 16, columns A through H	18b	(205,915)
19	Net gain (loss) from Form 4797, Part II, line 17, from the disposition of property from rental real estate activities	19	
20a	Net income (loss) from rental real estate activities from partnerships, estates, and trusts in which this partnership or S corporation is a partner or beneficiary (from Schedule K-1)	20a	
b	Identify below the partnerships, estates, or trusts from which net income (loss) is shown on line 20a. Attach a schedule if more space is needed: (1) Name (2) Employer identification number		
21	Net rental estate income (loss). Combine lines 18a through 20a. Enter the result here and on: • Form 1065 or 1120S: Schedule K, line 2, or • Form 1065-B: Part I, line 4	21	391,907

For Paperwork Reduction Act Notice, see back of form.

DAA

Form 8825 (12-2010)

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SCHEDULE B-1
(Form 1065)
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Information on Partners Owning 50% or More of the Partnership

▶ Attach to Form 1065. See instructions on back.

OMB No. 1545-0099

Name of partnership: Green Valley Commerce, LLC

Employer identification number (EIN): 32-0345346

Entities Owning 50% or More of the Partnership (Form 1065, Schedule B, Question 3a)

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

(i) Name of Entity	(ii) Employer Identification Number (if any)	(iii) Type of Entity	(iv) Country of Organization	(v) Maximum Percentage Owned in Profit, Loss, or Capital
CLA Properties, LLC	800-14-7540	Partnership	United States	73.311476

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

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

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

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

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

DAA

71115 03/14/2017 12:09 PM

Partner# 1

651113

☐ Final K-1 ☐ Amended K-1

OMB No. 1545-0123

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.

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	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

☒ 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 [illegible]

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

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

IRS.gov/form1065

Schedule K-1 (Form 1065) 2016

71115 03/14/2017 12:09 PM

Partner# 2

651113

☐ Final K-1 ☐ Amended K-1

OMB No. 1545-0123

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.

[illegible]

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)

[illegible]

E Partner's identifying number
549-55-3193

F Partner's name, address, city, state, and ZIP code
Shahram Bidsal

14039 Sherman Way Blvd., Suite 201
Van Nuys CA 91405

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

H ☒ Domestic partner ☐ Foreign partner

I1 What type of entity is this partner? Individual

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

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

☒ 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)

[illegible]

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)		
		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

For Paperwork Reduction Act Notice, see Instructions for Form 1065. IRS.gov/form1065 Schedule K-1 (Form 1065) 2016
DAA

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Rent and Royalty Schedule

Form **1065**

For calendar year 2016, or tax year beginning , and ending

2016

Partnership Name: Green Valley Commerce, LLC

Employer Identification Number: 32-0345346

Property Description

Commercial Property
3 Sunset Way
Henderson NV 89014

Type of Activity

Rental Real Estate ☒
Other Rental Property ☐
Royalty Property ☐

Type of property: Commercial
Number of days rented at fair rental value: 366
Number of personal use days:
Is the net income (loss) from this property included in the computation of self employment income? Yes ☐ No ☒
Is the net income (loss) from this property included in the computation of section 179 business income? Yes ☐ No ☒

Income and Expenses

Income		
Gross rents	437,665	
Gross royalties		
Other income		
Income from sale of property reported on Form 4797, Line 17		
Total gross income		437,665
Expense		
Advertising		
Auto and travel		
Cleaning and maintenance	10,863	
Commissions	1,051	
Insurance	9,969	
Legal and professional	1,698	
Interest		
Repairs	1,525	
Taxes	34,648	
Utilities	24,309	
Wages and salaries		
Depreciation	65,624	
Other expenses	7,621	
Total expenses	157,308	
Less % personal use		
Net deductible expenses		157,308
Net income or loss from this property		280,357

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Form **1065**

Rent and Royalty Schedule

For calendar year 2016, or tax year beginning , and ending

2016

Partnership Name Green Valley Commerce, LLC	Employer Identification Number 32-0345346

Property Description

Commercial Property
3342 East Greenway Road
Phoenix AZ 85032

Type of Activity

Rental Real Estate ☒
Other Rental Property ☐
Royalty Property ☐

Type of property: Commercial
Number of days rented at fair rental value: 366
Number of personal use days:
Is the net income (loss) from this property included in the computation of self employment income? Yes ☐ No ☒
Is the net income (loss) from this property included in the computation of section 179 business income? Yes ☐ No ☒

Income and Expenses

Income		
Gross rents	160,157	
Gross royalties		
Other income		
Income from sale of property reported on Form 4797, Line 17		
Total gross income		160,157
Expense		
Advertising		
Auto and travel		
Cleaning and maintenance	4,505	
Commissions		
Insurance	3,782	
Legal and professional	-1,275	
Interest		
Repairs	2,057	
Taxes	19,891	
Utilities	9,890	
Wages and salaries		
Depreciation	6,655	
Other expenses	3,102	
Total expenses	48,607	
Less % personal use		
Net deductible expenses		48,607
Net income or loss from this property		111,550

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Schedule K	Schedule K Activity Worksheet For calendar year 2016, or tax year beginning , and ending	2016

Partnership Name	Employer Identification Number
Green Valley Commerce, LLC	32-0345346

	Activity Description	Activity Disposed	Schedule K-1 Passthrough EIN	Schedule K-1 Passthrough Entity Type	Schedule K-1 Passthrough PTP
A	Commercial Property				
B	Commercial Property				
C	Misc Amounts				

Schedule K Line	Description	A	B	C
K	Nonrecourse liabilities - not at risk			73,948
2	Net rental real estate income (loss)	280,357	111,550	

Page 1 of 1

Note: The amounts included on this worksheet are already included on Schedule K and are provided for informational purposes only.

71115 03/14/2017 12:59 PM

Partner# 1

Schedule **K-1**

Partner's Schedule K-1 Activity Worksheet

For calendar year 2016, or tax year beginning , and ending

2016

Partnership Name: Green Valley Commerce, LLC

Employer Identification Number: 32-0345346

Partner's Name: CLA Properties, LLC

Taxpayer Identification Number: 800-14-7540

	Activity Description	Activity Disposed	Schedule K-1 Passthrough EIN	Schedule K-1 Passthrough Entity Type	Schedule K-1 Passthrough PTP
A	Commercial Property				
B	Commercial Property				
C	Misc Amounts				

Schedule K-1 Box	Code	Description	A	B	C
K		Nonrecourse liabilities - not at risk			36,974
2		Net rental real estate income (loss)	140,179	55,775	

Page 1 of 1

Note: The amounts included on this worksheet are already included on Schedule K-1 and are provided for informational purposes only.

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Partner# 2

Partner's Schedule K-1 Activity Worksheet

Schedule **K-1**

For calendar year 2016, or tax year beginning , and ending

2016

Partnership Name
Green Valley Commerce, LLC

Employer Identification Number
32-0345346

Partner's Name
Shahram Bidsal

Taxpayer Identification Number
549-55-3193

	Activity Description	Activity Disposed	Schedule K-1 Passthrough EIN	Entity Type	PTP
A	Commercial Property				
B	Commercial Property				
C	Misc Amounts				

Schedule K-1 Box	Code	Description	A	B	C
K		Nonrecourse liabilities - not at risk			36,974
2		Net rental real estate income (loss)	140,178	55,775	

Page 1 of 1

Note: The amounts included on this worksheet are already included on Schedule K-1 and are provided for informational purposes only.

71115 Green Valley Commerce, LLC
32-0345346
FYE: 12/31/2016

Federal Statements

3/14/2017 12:08 PM

Statement 1 - Form 1065, Schedule L, Line 6 - Other Current Assets

Description	Beginning of Year	End of Year
Sales Tax Receivable	$ 107	$ 658
Total	$ 107	$ 658

Statement 2 - Form 1065, Schedule L, Line 17 - Other Current Liabilities

Description	Beginning of Year	End of Year
Tenant Security Deposits Held	$ 53,517	$ 62,805
Tenant Security Deposits Held	11,143	11,143
Total	$ 64,660	$ 73,948

71115 Green Valley Commerce, LLC
32-0345346
FYE: 12/31/2016

Federal Statements

3/14/2017 12:08 PM

Statement 3 - Commercial Property - Form 8825, Line 15 - Other

Description	Amount
Recycling	$ 2,050
Business Licenses & Permits	400
Credit Report	163
Miscellaneous Expense	40
Office Supplies & Expense	160
Postage and Delivery	73
Transportation Expense	410
Contractual Labor	2,784
Supplies and Maintenance	1,541
Total	$ 7,621

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

Description	Amount
Alarm and Security	$ 3,005
Credit Report	64
Office Supplies & Expense	33
Total	$ 3,102

71115 Green Valley Commerce, LLC
32-0345346
FYE: 12/31/2016

3/14/2017 12:08 PM

Federal Statements
CLA Properties, LLC
800-14-7540

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

Description	Type	Amount	Disposed
Commercial Property	Commercial	$ 140,179	
Commercial Property	Commercial	55,775	

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

Description

Analysis of At Risk Versus Not At Risk Liabilities

	At Risk	Not At Risk
Nonrecourse	0	36,974
Qualified Nonrecourse	0	0
Recourse	0	0

Additional Alternative Minimum Tax Information:

AMT Total Depreciation	36,140
ACE Post-1993 Property Depreciation	36,140

71115 Green Valley Commerce, LLC
32-0345346
FYE: 12/31/2016

Federal Statements

Shahram Bidsal
549-55-3193

3/14/2017 12:08 PM

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

Description	Type	Amount	Disposed
Commercial Property	Commercial	$ 140,178	
Commercial Property	Commercial	55,775	

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

Description

Analysis of At Risk Versus Not At Risk Liabilities

	At Risk	Not At Risk
Nonrecourse	0	36,974
Qualified Nonrecourse	0	0
Recourse	0	0

Year Ending: December 31, 2016 32-0345346

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

Section 1.263(a)-1(f) De Minimis Safe Harbor Election

Under Regulation 1.263(a)-1(f), the taxpayer hereby elects to apply the de minimis safe harbor election to all qualifying property placed in service during the tax year.

EXH. 8

9:21 AM
01/30/17
Accrual Basis

Green Valley Commerce, LLC
Profit & Loss
January through December 2016

			Jan - Dec 16
Ordinary Income/Expense			
Income			
40000 · Rent			
GVC-001 - Little Rascals		12,924.80	
GVC-002 - Global Protection Mgt		3,234.60	
GVC-004B - Process Cellular Inc		6,161.40	
GVC-005A - Diamond Dance Studio		5,109.00	
GVC-006A - Diamond Dance Studio		4,129.24	
GVC-007 - Diamond Dance Studio		18,275.04	
GVC-008 - Healthy Connections		6,966.00	
GVC-011A - Mary Bohlman DBA Max		37,190.90	
GVC-012 - Quality Investigatns		46,130.40	
GVC-014 - Transition Services		31,714.50	
GVC-015 - Shinnyo-En USA		95,928.00	
GVC-018 - GV Church of Christ		18,470.76	
GVC-019 - Destly Light House		8,869.00	
GVC-020A - Destiny Light House		7,531.30	
GVC-021 - Faith Arise Church		9,581.60	
GVC-022 - Two Plus Two Publishng		23,599.40	
Total 40000 · Rent			335,815.94
41000 · CAM Charges			
GVC-001A - Little Rascals		3,692.80	
GVC-002 - Global Protection Mgt		718.80	
GVC-004B -Process Cellular Inc		1,369.20	
GVC-005A - Diamond Dance Studio		1,020.00	
GVC-006A - Diamond Dance Studio		1,464.00	
GVC-007 - Diamond Dance Studio		5,594.40	
GVC-008 - Healthy Connectione		2,089.80	
GVC-011A - Mary Bohlman DBA Max		10,689.60	
GVC-014 - Transition Services		5,781.00	
GVC-015 - Shinnyo-En USA		20,381.76	
GVC-018 - GV Church of Christ		5,976.00	
GVC-019 - Destiny Light House		2,534.00	
GVC-020A - Destiny Light House		2,151.80	
GVC-021 - Faith Arise Church		3,422.00	
GVC-022 - Two Plus Two Publishng		5,799.68	
Total 41000 · CAM Charges			72,684.84
42000 · Late Fees			125.51
Total Income			408,626.29
Expense			
60000 · Operating Expense			
60150 · Association Dues		3,020.56	
60200 · Insurance Expense		9,969.00	
60250 · Landscaping & Groundskeeping		7,842.22	
60400 · Property Taxes		34,647.82	
60450 · Recycling		2,049.64	
60500 · Trash Disposal		7,987.36	
60550 · Utilities			
60551 · Electricity	951.09		
60552 · Water & Sewer	15,371.19		
Total 60550 · Utilities		16,322.28	
Total 60000 · Operating Expense			81,838.88
61000 · Administrative Expense			
61170 · Business Licenses & Permits		400.00	
61200 · Commission Expense		1,050.60	
61250 · Credit Report		162.50	
61400 · Miscellaneous Expense		40.00	
61430 · Office Supplies Expense		160.45	
61450 · Postage & Delivery		72.54	

9:21 AM
01/30/17
Accrual Basis

Green Valley Commerce, LLC
Profit & Loss
January through December 2016

	Jan - Dec 16
61470 · Professional Fees	1,[illegible].00
61600 · Transportation Expense	410.00
Total 61000 · Administrative Expense	3,994.09
62000 · Capital Expense	
62100 · Contractual Labor	2,784.00
62300 · Repairs and Maintenance	1,525.46
62400 · Supplies and Materials	1,540.00
Total 62000 · Capital Expense	5,849.46
Total Expense	91,682.43
Net Ordinary Income	316,943.86
Net Income	316,943.86

EXHIBIT 34

EXHIBIT 34

EXH. 23

Green Valley Commerce, LLC
Profit & Loss
January through December 2017

		Jan - Dec 17	
Ordinary Income/Expense			
Income			
40000 · Rent			
GVC-001 - Little Rascals		19,904.16	
GVC-002 - Global Protection Mgt		13,035.45	
GVC-004B - Process Cellular Inc		12,569.20	
GVC-005A - Diamond Dance Studio		10,218.00	
GVC-006A - Diamond Dance Studio		2,343.00	
GVC-007 - Diamond Dance Studio		10,349.64	
GVC-008 - Healthy Connections		6,966.00	
GVC-011A - Mary Bohlman DBA Max		39,863.30	
GVC-012 - Quality Investigatns		46,130.40	
GVC-014 - Transition Services		32,665.95	
GVC-015 - Shinnyo-En USA		95,928.00	
GVC-018 - GV Church of Christ		19,210.50	
GVC-019 - Destiy Light House		5,068.00	
GVC-020A - Destiny Light House		4,303.60	
GVC-021 - Faith Arise Church		14,659.84	
GVC-022 - Two Plus Two Publshng		18,540.27	
GVC-023 Jacob Plumeri		6,240.00	
G · GVC-016A Destiny Light House		25,237.60	
Total 40000 · Rent			383,232.91
41000 · CAM Charges			
GVC-001A - Little Rascals		5,286.54	
GVC-002 - Global Protection Mgt		2,837.73	
GVC-004B -Process Cellular Inc		2,649.18	
GVC-005A - Diamond Dance Studio		1,987.93	
GVC-006A - Diamond Dance Studio		694.96	
GVC-007 - Diamond Dance Studio		2,359.75	
GVC-008 - Healthy Connections		1,426.96	
GVC-011A - Mary Bohlman DBA Max		9,853.74	
GVC-014 - Transition Services		5,783.04	
GVC-015 - Shinnyo-En USA		17,893.36	
GVC-016A Destiny Light House		6,792.00	
GVC-018 - GV Church of Christ		5,508.71	
GVC-019 - Destiny Light House		1,278.16	
GVC-020A - Destiny Light House		1,085.38	
GVC-021 - Faith Arise Church		4,346.84	
GVC-022 - Two Plus Two Publshng		3,838.40	
GVC-023 - Jacob Plumeri		1,560.00	
Total 41000 · CAM Charges			75,182.68
41500 · HOA - CAM Charges			18,993.12
42000 · Late Fees			125.51
Total Income			477,534.22
Expense			
60000 · Operating Expense			
60150 · Association Dues		3,020.56	
60200 · Insurance Expense		10,096.00	
60250 · Landscaping & Groundskeeping		9,739.69	
60400 · Property Taxes		37,504.84	
60450 · Recycling		2,084.39	
60500 · Trash Disposal		8,061.63	
60550 · Utilities			
60551 · Electricity	1,685.78		
60552 · Water & Sewer	22,649.46		
Total 60550 · Utilities		24,335.24	
62100 · Contractual Labor		19,190.00	
62200 · Equipment Rental		931.03	
62300 · Repairs and Maintenance		2,933.75	
62400 · Supplies and Materials		8,236.92	
Total 60000 · Operating Expense			126,134.05
61000 · Administrative Expense			
61100 · Advertising & Promotion		307.53	

9:28 AM
12/11/18
Accrual Basis

Green Valley Commerce, LLC
Profit & Loss
January through December 2017

	Jan - Dec 17
61150 · Bank Charge	30.00
61170 · Business Licenses & Permits	400.00
61250 · Credit Report	32.50
61270 · Depreciation Expense	56,396.00
61350 · Legal Expense	8,708.26
61470 · Professional Fees	1,748.00
61600 · Transportation Expense	310.00
Total 61000 · Administrative Expense	67,932.29
Total Expense	194,066.34
Net Ordinary Income	283,467.88
Other Income/Expense	
Other Income	
43000 · Miscellaneous Income	0.74
70500 · Correction-Prior Years' Profits	3,990.32
Total Other Income	3,991.06
Net Other Income	3,991.06
Net Income	**287,458.94**

EXHIBIT 35

EXHIBIT 35

From: ben@claproperties.com
Sent: 1/1/2019 10:19:15 PM
To: 'shawn bidsal'
Subject: RE: Financials and deferring maintenance

Shawn, thank you for the last year's FS. Please also send me the 3rd quarter financial for 2018.

Please send me the current rent roll and the information of the firms who are providing service for this property. I like to contact them pecially for the trees and landscaping.

On July of 2017, you sent me a list of the differed maintenance in Green Valley. I was wondering if they have taken care of those differed maintenance as you mentioned bellow. If not, I like to start repairing them. I am hiring an inspector to give us a professional report of the condition of the property. Regarding contacting the tenants, although the case may or may not be finished, we need to still inform the tenants that there is a buyout going and that the deferred maintenances are going to be repaired soon. Taking care of the maintenance has nothing to do with the case being finished

I visited the Greenway property and learned that many of the tenants have left. Some of the interior of the suits were torn and left on the floor. I like to know what the situation is in the Green Way. Please send me the rent roll.

Ben

From: shawn bidsal <wcico@yahoo.com>
Sent: Saturday, December 15, 2018 9:20 AM
To: ben@claproperties.com
Subject: Re: Financials and deferring maintenance

ben

there is no deferred maintenance on landscape or the plants , every year, during winter months, plants go dormant and come back to life in spring.

regarding contacting the tenants: the green valley case is not finished, so until that time, there is no reason to contact the tenants.

EXHIBIT 36

EXHIBIT 36

From:	shawn bidsal
Sent:	1/4/2019 3:10:13 PM
To:	ben@claproperties.com
Subject:	Re: Financials and deferring maintenance

there is no deferred maintenance on the landscape work, the new landscape company is empire landscape , atn: rich ryan at 702- 526-8345, tenants should be contacted once the case is finished, i will provide you with 2018 financials once we close the books by the end of the first quarter 2019, the rent roll is same as 2017 except the church tenant, destiny lighthouse at 70g moved out,

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

On Tuesday, January 1, 2019, 10:19:54 PM PST, ben@claproperties.com <ben@claproperties.com> wrote:

Shawn, thank you for the last year's FS. Please also send me the 3rd quarter financial for 2018.

Please send me the current rent roll and the information of the firms who are providing service for this property. I like to contact them pecially for the trees and landscaping.

On July of 2017, you sent me a list of the differed maintenance in Green Valley. I was wondering if they have taken care of those differed maintenance as you mentioned bellow. If not, I like to start repairing them. I am hiring an inspector to give us a professional report of the condition of the property. Regarding contacting the tenants, although the case may or may not be finished, we need to still inform the tenants that there is a buyout going and that the deferred maintenances are going to be repaired

EXHIBIT 37

EXHIBIT 37

From: ben@claproperties.com
Sent: 1/5/2019 8:37:58 PM
To: 'shawn bidsal'
Subject: RE: Financials and deferring maintenance

please just send me the financial statement for the 3rd quarter of 2018.

Please advise whom I should get the keys to give access to the inspector who is doing the Property condition Report.

Ben

From: shawn bidsal <wcico@yahoo.com>
Sent: Friday, January 4, 2019 3:10 PM
To: ben@claproperties.com
Subject: Re: Financials and deferring maintenance

there is no deferred maintenance on the landscape work, the new landscape company is empire landscape , atn: rich ryan at 702- 526-8345, tenants should be contacted once the case is finished, i will provide you with 2018 financials once we close the books by the end of the first quarter 2019, the rent roll is same as 2017 except the church tenant, destiny lighthouse at 70g moved out,

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

On Tuesday, January 1, 2019, 10:19:54 PM PST, ben@claproperties.com <ben@claproperties.com> wrote:

Shawn, thank you for the last year's FS. Please also send me the 3rd quarter financial for 2018.

EXHIBIT 38

EXHIBIT 38

From: ben@claproperties.com
Sent: 2/25/2019 12:53:00 PM
To: 'shawn bidsal'
Cc: 'ben@claproperties.com'
Subject: RE: Financials and deferring maintenance

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 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

EXHIBIT 39

EXHIBIT 39

From: shawn bidsal [mailto:wcico@yahoo.com]
Sent: Monday, July 8, 2019 7:44 AM
To: ben@claproperties.com
Cc: lita@claproperties.com
Subject: Re: Green Valley

i am sending the country club 2018 financials and tax returns by overnight mail, i have not received the tax return for the green valley commerce yet,

Shawn Bidsal

West Coast Investments Inc

14039 Sherman Way, Suite 201

Van Nuys CA 91405

818-901-8800 p

818-901-8877 f

On Sunday, June 30, 2019, 12:04:02 PM PDT, <ben@claproperties.com> wrote:

Shawn, please send me the financial statement and a copy of the tax return for 2018 of Green Valley and Country Club. Also I appreciate emailing me the up do date 2019 Financial statement.

Ben

EXHIBIT 40

EXHIBIT 40

Aimee Cannon

Subject: FW: Tax returns
Attachments: Country Club 2018 Tax Returns Documents.zip; GVC-GW 2018 Tax Returns Documents.zip; GVC 2018 IRS U.S. Return of Partnership Income 1065.pdf

----- Forwarded Message -----
From: shawn bidsal <wcico@yahoo.com>
To: Ben CLA <ben@claproperties.com>; SHAWN BIDSAL <wcico@yahoo.com>
Sent: Tuesday, August 20, 2019, 04:25:14 PM PDT
Subject: Fw: Tax returns

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

EXHIBIT 41

EXHIBIT 41

EXH. 32

Form **1065**
Department of the Treasury
Internal Revenue Service

U.S. Return of Partnership Income

For calendar year 2018, or tax year beginning ____________, ending ____________
EXTENSION GRANTED TO 09/16/19

OMB No. 1545-0123

2018

A Principal business activity REAL ESTATE	Name of partnership GREEN VALLEY COMMERCE, LLC	D Employer identification number 32-0345346
B Principal product or service INVESTMENT	Type or Print — Number, street, and room or suite no. If a P.O. box, see instructions. 9155 SOUTH LAS VEGAS BLVD., STE 200	E Date business started 05/26/2011
C Business code number 531120	City or town, state or province, country, and ZIP or foreign postal code LAS VEGAS NV 89123	F Total assets $ 2,834,811.

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

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

Income	1a Gross receipts or sales	1a			
	b Returns and allowances	1b			
	c Balance. Subtract line 1b from line 1a			1c	
	2 Cost of goods sold (attach Form 1125-A)			2	
	3 Gross profit. Subtract line 2 from line 1c			3	
	4 Ordinary income (loss) from other partnerships, estates, and trusts (attach statement)			4	
	5 Net farm profit (loss) (attach Schedule F (Form 1040))			5	
	6 Net gain (loss) from Form 4797, Part II, line 17 (attach Form 4797)			6	
	7 Other income (loss) (attach statement)			7	
	8 **Total income (loss).** Combine lines 3 through 7			8	
Deductions (see instructions for limitations)	9 Salaries and wages (other than to partners) (less employment credits)			9	
	10 Guaranteed payments to partners			10	
	11 Repairs and maintenance			11	
	12 Bad debts			12	
	13 Rent			13	
	14 Taxes and licenses			14	
	15 Interest (see instructions)			15	
	16a Depreciation (if required, attach Form 4562)	16a			
	b Less depreciation reported on Form 1125-A and elsewhere on return	16b		16c	
	17 Depletion **(Do not deduct oil and gas depletion.)**			17	
	18 Retirement plans, etc.			18	
	19 Employee benefit programs			19	
	20 Other deductions (attach statement)			20	
	21 **Total deductions.** Add the amounts shown in the far right column for lines 9 through 20			21	
	22 **Ordinary business income (loss).** Subtract line 21 from line 8			22	0.
Tax and Payments	23 Interest due under the look-back method-completed long-term contracts (attach Form 8697)			23	
	24 Interest due under the look-back method-income forecast method (attach Form 8866)			24	
	25 BBA AAR imputed underpayment (see instructions)			25	
	26 Other taxes (see instructions)			26	
	27 **Total balance due.** Add lines 23 through 26			27	
	28 Payment (see instructions)			28	
	29 **Amount owed.** If line 28 is smaller than line 27, enter amount owed			29	
	30 **Overpayment.** If line 28 is larger than line 27, enter overpayment			30	

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying statements and schedules, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than partner or limited liability company member) is based on all information of which preparer has any knowledge.

▶ TAXPAYER COPY ▶
Signature of partner or limited liability company member — Date

May the IRS discuss this return with the preparer shown below? See instructions. ☒ Yes ☐ No

Paid Preparer Use Only

Print/Type preparer's name JAMES D. MAIN	Preparer's signature	Date 8/2/2019	Check ☐ if self-employed	PTIN P00172333
Firm's name ▶ CLIFTONLARSONALLEN LLP			Firm's EIN ▶ 41 0746749	
Firm's address ▶ 10845 GRIFFITH PEAK DRIVE, #550 LAS VEGAS, NV 89135			Phone no. 702-933-8200	

LHA For Paperwork Reduction Act Notice, see separate instructions. 811001 12-21-18 Form **1065** (2018)

Form 1065 (2018) GREEN VALLEY COMMERCE, LLC 32-0345346 Page **2**

Schedule B Other Information

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

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

		Yes	No
b	Own directly an interest of 20% or more, or own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital in any foreign or domestic partnership (including an entity treated as a partnership) or in the beneficial interest of a trust? For rules of constructive ownership, see instructions. If "Yes," complete (i) through (v) below		X

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

		Yes	No
4	Does the partnership satisfy **all four** of the following conditions?		
a	The partnership's total receipts for the tax year were less than $250,000		
b	The partnership's total assets at the end of the tax year were less than $ 1 million		
c	Schedules K-1 are filed with the return and furnished to the partners on or before the due date (including extensions) for the partnership return.		
d	The partnership is not filing and is not required to file Schedule M 3		X
	If "Yes," the partnership is not required to complete Schedules L, M-1, and M-2; item F on page 1 of Form 1065; or item L on Schedule K-1		
5	Is this partnership a publicly traded partnership, as defined in section 469(k)(2)?		X
6	During the tax year, did the partnership have any debt that was canceled, was forgiven, or had the terms modified so as to reduce the principal amount of the debt?		X
7	Has this partnership filed, or is it required to file, Form 8918, Material Advisor Disclosure Statement, to provide information on any reportable transaction?		X
8	At any time during calendar year 2018, did the partnership have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? See instructions for exceptions and filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR). If "Yes," enter the name of the foreign country. ▶		X
9	At any time during the tax year, did the partnership receive a distribution from, or was it the grantor of, or transferor to, a foreign trust? If "Yes," the partnership may have to file Form 3520, Annual Return To Report Transactions With Foreign Trusts and Receipt of Certain Foreign Gifts. See instructions		X
10 a	Is the partnership making, or had it previously made (and not revoked), a section 754 election? See instructions for details regarding a section 754 election		X
b	Did the partnership make for this tax year an optional basis adjustment under section 743(b) or 734(b)? If "Yes," attach a statement showing the computation and allocation of the basis adjustment. See instructions		X

811021 12-21-18

Form **1065** (2018)

Form 1065 (2018) GREEN VALLEY COMMERCE, LLC 32-0345346 Page 3

Schedule B **Other Information** *(continued)*

		Yes	No
c	Is the partnership required to adjust the basis of partnership assets under section 743(b) or 734(b) because of a substantial built-in loss (as defined under section 743(d)) or substantial basis reduction (as defined under section 734(d))? If "Yes," attach a statement showing the computation and allocation of the basis adjustment. See instructions		X
11	Check this box if, during the current or prior tax year, the partnership distributed any property received in a like-kind exchange or contributed such property to another entity (other than disregarded entities wholly owned by the partnership throughout the tax year) ▶ ☐		
12	At any time during the tax year, did the partnership distribute to any partner a tenancy-in-common or other undivided interest in partnership property?		X
13	If the partnership is required to file Form 8858, Information Return of U.S. Persons With Respect To Foreign Disregarded Entities (FDEs) and Foreign Branches (FBs), enter the number of Forms 8858 attached. See instructions ▶		
14	Does the partnership have any foreign partners? If "Yes," enter the number of Forms 8805, Foreign Partner's Information Statement of Section 1446 Withholding Tax, filed for this partnership ▶		X
15	Enter the number of Forms 8865, Return of U.S. Persons With Respect to Certain Foreign Partnerships, attached to this return ▶		
16 a	Did you make any payments in 2018 that would require you to file Form(s) 1099? See instructions	X	
b	If "Yes," did you or will you file required Form(s) 1099?	X	
17	Enter the number of Form(s) 5471, Information Return of U.S. Persons With Respect To Certain Foreign Corporations, attached to this return ▶		
18	Enter the number of partners that are foreign governments under section 892 ▶		
19	During the partnership's tax year, did the partnership make any payments that would require it to file Form 1042 and 1042-S under chapter 3 (sections 1441 through 1464) or chapter 4 (sections 1471 through 1474)?		X
20	Was the partnership a specified domestic entity required to file Form 8938 for the tax year? See the Instructions for Form 8938		X
21	Is the partnership a section 721(c) partnership, as defined in Treasury Regulations section 1.721(c)-1T(b)(14)?		X
22	During the tax year, did the partnership pay or accrue any interest or royalty for which the deduction is not allowed under section 267A? See instructions. If "Yes," enter the total amount of the disallowed deductions ▶ $		X
23	Did the partnership have an election under section 163(j) for any real property trade or business or any farming business in effect during the tax year? See instructions		X
24	Does the partnership satisfy one of the following conditions and the partnership does not own a pass-through entity with current year, or prior year, carryover excess business interest expense? See instructions	X	
a	The partnership's aggregate average annual gross receipts (determined under section 448(c)) for the 3 tax years preceding the current tax year do not exceed $25 million, and the partnership is not a tax shelter, or		
b	The partnership only has business interest expense from (1) an electing real property trade or business, (2) an electing farming business, or (3) certain utility businesses under section 163(j)(7). If "No," complete and attach Form 8990.		
25	Is the partnership electing out of the centralized partnership audit regime under section 6221(b)? See instructions		X
	If "Yes," the partnership must complete Schedule B-2 (Form 1065). Enter the total from Schedule B-2, Part III, line 3 ▶ If "No," complete Designation of Partnership Representative below.		

Designation of Partnership Representative (see instructions)

Enter below the information for the partnership representative (PR) for the tax year covered by this return.

Name of PR ▶	SHAHRAM BIDSAL	U.S. taxpayer identification number of PR ▶	***-**-3193
U.S. address of PR ▶	14039 SHERMAN WAY BLVD., SUITE 20 VAN NUYS, CA 91405	U.S. phone number of PR ▶	818-901-8800
If the PR is an entity, name of the designated individual for the PR ▶		U.S. taxpayer identification number of the designated individual ▶	
U.S. address of designated individual ▶		U.S. phone number of designated individual ▶	

		Yes	No
26	Is the partnership attaching Form 8996 to certify as a Qualified Opportunity Fund?		X
	If "Yes," enter the amount from Form 8996, line 13 ▶ $		

Form **1065** (2018)

Form 1065 (2018) GREEN VALLEY COMMERCE, LLC 32-0345346 Page 4

Schedule K **Partners' Distributive Share Items**

	Item	Box		Line	Total amount
Income (Loss)	1 Ordinary business income (loss) (page 1, line 22)			1	0.
	2 Net rental real estate income (loss) (attach Form 8825) SEE STATEMENT 1			2	350,628.
	3 a Other gross rental income (loss)	3a			
	b Expenses from other rental activities (attach statement)	3b			
	c Other net rental income (loss). Subtract line 3b from line 3a			3c	
	4 Guaranteed payments			4	
	5 Interest income			5	
	6 Dividends and dividend equivalents: a Ordinary dividends			6a	
	b Qualified dividends	6b			
	c Dividend equivalents	6c			
	7 Royalties			7	
	8 Net short-term capital gain (loss) (attach Schedule D (Form 1065))			8	
	9 a Net long-term capital gain (loss) (attach Schedule D (Form 1065))			9a	
	b Collectibles (28%) gain (loss)	9b			
	c Unrecaptured section 1250 gain (attach statement)	9c			
	10 Net section 1231 gain (loss) (attach Form 4797)			10	
	11 Other income (loss) (see instructions) Type ▶			11	
Deductions	12 Section 179 deduction (attach Form 4562)			12	
	13 a Contributions			13a	
	b Investment interest expense			13b	
	c Section 59(e)(2) expenditures: (1) Type ▶ (2) Amount ▶			13c(2)	
	d Other deductions (see instructions) Type ▶			13d	
Self-Employment	14 a Net earnings (loss) from self-employment			14a	0.
	b Gross farming or fishing income			14b	
	c Gross nonfarm income			14c	
Credits	15 a Low-income housing credit (section 42(j)(5))			15a	
	b Low-income housing credit (other)			15b	
	c Qualified rehabilitation expenditures (rental real estate) (attach Form 3468, if applicable)			15c	
	d Other rental real estate credits (see instructions) Type ▶			15d	
	e Other rental credits (see instructions) Type ▶			15e	
	f Other credits (see instructions) Type ▶			15f	
Foreign Transactions	16 a Name of country or U.S. possession ▶				
	b Gross income from all sources			16b	
	c Gross income sourced at partner level			16c	
	Foreign gross income sourced at partnership level				
	d Section 951A category ▶ e Foreign branch category ▶			16e	
	f Passive category ▶ g General category ▶ h Other ▶			16h	
	Deductions allocated and apportioned at partner level				
	i Interest expense ▶ j Other ▶			16j	
	Deductions allocated and apportioned at partnership level to foreign source income				
	k Section 951A category ▶ l Foreign branch category ▶			16l	
	m Passive category ▶ n General category ▶ o Other ▶			16o	
	p Total foreign taxes (check one): ▶ Paid ☐ Accrued ☐			16p	
	q Reduction in taxes available for credit (attach statement)			16q	
	r Other foreign tax information (attach statement)				
Alternative Minimum Tax (AMT) Items	17 a Post-1986 depreciation adjustment			17a	-3.
	b Adjusted gain or loss			17b	
	c Depletion (other than oil and gas)			17c	
	d Oil, gas, and geothermal properties - gross income			17d	
	e Oil, gas, and geothermal properties - deductions			17e	
	f Other AMT items (attach statement)			17f	
Other Information	18 a Tax-exempt interest income			18a	
	b Other tax-exempt income			18b	
	c Nondeductible expenses			18c	
	19 a Distributions of cash and marketable securities			19a	350,000.
	b Distributions of other property			19b	
	20 a Investment income			20a	
	b Investment expenses			20b	
	c Other items and amounts (attach statement) STMT 2				

Form 1065 (2018) GREEN VALLEY COMMERCE, LLC 32-0345346 Page **5**

Analysis of Net Income (Loss)

1 Net income (loss). Combine Schedule K, lines 1 through 11. From the result, subtract the sum of Schedule K, lines 12 through 13d, and 16p						**1**	350,628.
2 Analysis by partner type:	**(i)** Corporate	**(ii)** Individual (active)	**(iii)** Individual (passive)	**(iv)** Partnership	**(v)** Exempt Organization	**(vi)** Nominee/Other	
a General partners							
b Limited partners			175,314.	175,314.			

Schedule L Balance Sheets per Books

Assets	Beginning of tax year (a)	Beginning of tax year (b)	End of tax year (c)	End of tax year (d)
1 Cash		96,373.		160,104.
2a Trade notes and accounts receivable			72,277.	
b Less allowance for bad debts				72,277.
3 Inventories				
4 U.S. government obligations				
5 Tax-exempt securities				
6 Other current assets (attach statement)	STATEMENT 3			414.
7a Loans to partners (or persons related to partners)				
b Mortgage and real estate loans				
8 Other investments (attach statement)				
9a Buildings and other depreciable assets	2,597,489.		2,597,488.	
b Less accumulated depreciation	554,390.	2,043,099.	617,906.	1,979,582.
10a Depletable assets				
b Less accumulated depletion				
11 Land (net of any amortization)		622,434.		622,434.
12a Intangible assets (amortizable only)				
b Less accumulated amortization				
13 Other assets (attach statement)				
14 Total assets		2,761,906.		2,834,811.
Liabilities and Capital				
15 Accounts payable				
16 Mortgages, notes, bonds payable in less than 1 year				
17 Other current liabilities (attach statement)	STATEMENT 4	68,998.		68,998.
18 All nonrecourse loans				
19a Loans from partners (or persons related to partners)				
b Mortgages, notes, bonds payable in 1 year or more				
20 Other liabilities (attach statement)				
21 Partners' capital accounts		2,692,908.		2,765,813.
22 Total liabilities and capital		2,761,906.		2,834,811.

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

Note: The partnership may be required to file Schedule M-3. See instructions.

1 Net income (loss) per books	422,905.	6 Income recorded on books this year not included on Schedule K, lines 1 through 11 (itemize): a Tax-exempt interest $ STMT 6 72,277.	72,277.
2 Income included on Schedule K, lines 1, 2, 3c, 5, 6a, 7, 8, 9a, 10, and 11, not recorded on books this year (itemize):		7 Deductions included on Schedule K, lines 1 through 13d, and 16p, not charged against book income this year (itemize): a Depreciation $	
3 Guaranteed payments (other than health insurance)			
4 Expenses recorded on books this year not included on Schedule K, lines 1 through 13d, and 16p (itemize): a Depreciation $ b Travel and entertainment $		8 Add lines 6 and 7	72,277.
5 Add lines 1 through 4	422,905.	9 Income (loss) (Analysis of Net Income (Loss), line 1). Subtract line 8 from line 5	350,628.

Schedule M-2 Analysis of Partners' Capital Accounts

1 Balance at beginning of year	2,692,908.	6 Distributions: a Cash	350,000.
2 Capital contributed: a Cash		b Property	
b Property		7 Other decreases (itemize):	
3 Net income (loss) per books	422,905.		
4 Other increases (itemize):		8 Add lines 6 and 7	350,000.
5 Add lines 1 through 4	3,115,813.	9 Balance at end of year. Subtract line 8 from line 5	2,765,813.

811005 12-21-18

Form **8825**
(Rev. November 2018)
Department of the Treasury
Internal Revenue Service

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

▶ Attach to Form 1065 or Form 1120S.
▶ Go to www.irs.gov/Form8825 for the latest information.

OMB No. 1545-0123

Name: GREEN VALLEY COMMERCE, LLC

Employer identification number: 32 0345346

1 Show the type and address of each property. For each rental real estate property listed, report the number of days rented at fair rental value and days with personal use. See instructions. See page 2 to list additional properties.

	Physical address of each property - street, city, state, ZIP code	Type - Enter code 1-8; see page 2 for list	Fair Rental Days	Personal Use Days
A	3 SUNSET WAY HENDERSON, NV 89014	4		
B	3342 EAST GREENWAY ROAD PHOENIX, AZ 85032	4		
C				
D				

		Properties			
		A	B	C	D
Rental Real Estate Income					
2 Gross rents	2	430,860.	159,907.		
Rental Real Estate Expenses					
3 Advertising	3				
4 Auto and travel	4				
5 Cleaning and maintenance	5	7,916.	4,026.		
6 Commissions	6				
7 Insurance	7	8,252.	3,936.		
8 Legal and other professional fees	8	11,784.	125.		
9 Interest	9				
10 Repairs	10	551.			
11 Taxes	11	39,079.	31,907.		
12 Utilities	12	27,131.	12,703.		
13 Wages and salaries	13				
14 Depreciation (see instructions)	14	56,396.	7,120.		
15 Other (list) ▶STMT 7 SEE STATEMENT 8	15	25,933.	3,280.		
16 Total expenses for each property. Add lines 3 through 15	16	177,042.	63,097.		
17 Income or (Loss) from each property. Subtract line 16 from line 2	17	253,818.	96,810.		

18a Total gross rents. Add gross rents from line 2, columns A through H	18a	590,767.
b Total expenses. Add total expenses from line 16, columns A through H	18b	(240,139.)
19 Net gain (loss) from Form 4797, Part II, line 17, from the disposition of property from rental real estate activities	19	
20a Net income (loss) from rental real estate activities from partnerships, estates, and trusts in which this partnership or S corporation is a partner or beneficiary (from Schedule K-1)	20a	

b Identify below the partnerships, estates, or trusts from which net income (loss) is shown on line 20a. Attach a schedule if more space is needed:

(1) Name

(2) Employer identification number

21 Net rental real estate income (loss). Combine lines 18a through 20a. Enter the result here and on: • Form 1065 or 1120S: Schedule K, line 2	21	350,628.

For Paperwork Reduction Act Notice, see instructions.

826311
11-15-18 JWA

Form **8825** (Rev. 11-2018)

Form 8825 (Rev. 11-2018) GREEN VALLEY COMMERCE, LLC 32-0345346 Page 2

1 Show the type and address of each property. For each rental real estate property listed, report the number of days rented at fair rental value and days with personal use. See instructions.

	Physical address of each property - street, city, state, ZIP code	Type - Enter code 1-8; see below for list	Fair Rental Days	Personal Use Days
E				
F				
G				
H				

		Properties			
		E	F	G	H
Rental Real Estate Income					
2 Gross rents	2				
Rental Real Estate Expenses					
3 Advertising	3				
4 Auto and travel	4				
5 Cleaning and maintenance	5				
6 Commissions	6				
7 Insurance	7				
8 Legal and other professional fees	8				
9 Interest	9				
10 Repairs	10				
11 Taxes	11				
12 Utilities	12				
13 Wages and salaries	13				
14 Depreciation (see instructions)	14				
15 Other (list) ▶	15				
16 Total expenses for each property. Add lines 3 through 15	16				
17 Income or (Loss) from each property. Subtract line 16 from line 2	17				

Allowable Codes for Type of Property

1 - Single Family Residence
2 - Multi-Family Residence
3 - Vacation or Short-Term Rental
4 - Commercial
5 - Land
6 - Royalties
7 - Self-Rental
8 - Other (include description with the code on Form 8825 or on a separate statement)

JWA

Form 8825 (Rev. 11-2018)

820142
11-05-18

SCHEDULE B-1
(Form 1065)
(Rev. September 2017)
Department of the Treasury
Internal Revenue Service

Information on Partners Owning 50% or More of the Partnership

▶ Attach to Form 1065.
▶ Go to www.irs.gov/Form1065 for the latest information.

OMB No. 1545-0123

Name of partnership: GREEN VALLEY COMMERCE, LLC

Employer identification number: 32-0345346

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

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

(i) Name of Entity	(ii) Employer Identification Number (if any)	(iii) Type of Entity	(iv) Country of Organization	(v) Maximum Percentage Owned in Profit, Loss, or Capital
CLA PROPERTIES, LLC	80-0147540	PARTNERSHIP	UNITED STATES	73.06

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

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

(i) Name of Individual or Estate	(ii) Identifying Number (if any)	(iii) Country of Citizenship (see instructions)	(iv) Maximum Percentage Owned in Profit, Loss, or Capital
SHAHRAM BIDSAL	***-**-3193	UNITED STATES	50.00

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

Schedule B-1 (Form 1065) (Rev. 9-2017)

824561 04-01-18

2018 DEPRECIATION AND AMORTIZATION REPORT

COMMERCIAL PROPERTY

R- 1

Asset No.	Description	Date Acquired	Method	Life	C o n v	Line No.	Unadjusted Cost Or Basis	Bus % Excl	Section 179 Expense	Reduction In Basis	Basis For Depreciation	Beginning Accumulated Depreciation	Current Sec 179 Expense	Current Year Deduction	Ending Accumulated Depreciation
1	LAND - 050	09/22/11	L				74,970.				74,970.			0.	
2	LAND - 052	09/22/11	L				99,649.				99,649.			0.	
3	LAND - 053	09/22/11	L				85,380.				85,380.			0.	
4	LAND - 054	09/22/11	L				135,979.				135,979.			0.	
5	LAND - 055	09/22/11	L				69,611.				69,611.			0.	
6	LAND - 056	09/22/11	L				105,928.				105,928.			0.	
7	BUILDING - 052 - 15YR	09/22/11	150DB	15.00	HY	17	2,284.				2,284.	1,137.		135.	1,272.
8	BUILDING - 053 - 15YR	09/22/11	150DB	15.00	HY	17	1,590.				1,590.	842.		100.	942.
9	BUILDING - 054 - 15YR	09/22/11	150DB	15.00	HY	17	2,882.				2,882.	1,436.		170.	1,606.
10	BUILDING - 055 - 15YR	09/22/11	150DB	15.00	HY	17	1,640.				1,640.	[illegible]		[illegible]	[illegible]
11	BUILDING - 050 - 39YR	09/22/11	SL	39.00	MM	17	299,459.				299,459.	48,309.		7,678.	55,987.
12	BUILDING - 050 - 15YR	09/22/11	150DB	15.00	HY	17	2,692.				2,692.	[illegible]		155.	[illegible]
13	BUILDING - 052 - 39YR	09/22/11	SL	39.00	MM	17	400,438				400,438.	64,600.		10,267.	74,867.
14	BUILDING - 052 - 5YR	09/22/11	200DB	5.00	HY	17	29,270.				29,270.	29,270.		0.	29,270.
15	BUILDING - 053 - 39YR	09/22/11	SL	39.00	MM	17	340,949.				340,949.	55,003.		8,742.	63,745.
16	BUILDING - 053 - 5YR	09/22/11	200DB	5.00	HY	17	25,115.				25,115.	25,115.		0.	25,115.
17	BUILDING - 054 - 39YR	09/22/11	SL	39.00	MM	17	423,251.				423,251.	68,281.		10,852.	79,133.
18	BUILDING - 054 - 5YR	09/22/11	200DB	5.00	HY	17	30,986.				30,986.	30,986.		0.	30,986.

828111 04-01-18

(D) - Asset disposed

* ITC, Salvage, Bonus, Commercial Revitalization Deduction, GO Zone

2018 DEPRECIATION AND AMORTIZATION REPORT

COMMERCIAL PROPERTY

8- 1

Asset No.	Description	Date Acquired	Method	Life	Conv	Line No.	Unadjusted Cost Or Basis	Bus % Excl	Section 179 Expense	Reduction In Basis	Basis For Depreciation	Beginning Accumulated Depreciation	Current Sec 179 Expense	Current Year Deduction	Ending Accumulated Depreciation
19	BUILDING - 055 - 39YR	09/22/11	SL	39.00	MM17		277,482.				277,482.	44,765.		7,115.	51,880.
20	BUILDING - 05[illegible] - 5YR	09/22/1[illegible]	200DB	5.00	HY17		20,452.				20,452.	20,452.		0.	20,452.
21	BUILDING - 048 - 39YR	09/22/11	SL	39.00	MM17		428,230.				428,230.	69,084.		10,980.	80,064.
22	BUILDING - 048 - 15YR	09/2[illegible]	150DB	15.00	HY17		[illegible]				[illegible],713.	[illegible]		171.	[illegible],954.
23	BUILDING - 048 - 5YR	09/22/11	200DB	5.00	HY17		31,632.				31,632.	31,632.		0.	31,632.
24	BUILDING - 050 - 5YR	09/22/1[illegible]	200DB	5.00	HY17		[illegible],073.				[illegible],073.	[illegible]			[illegible]
	* TOTAL RENTAL DEPRECIATION						2,882,755.				2,882,755.	515,895.		56,396.	572,291.

028111 04-01-18

(D) - Asset disposed

* ITC, Salvage, Bonus, Commercial Revitalization Deduction, GO Zone

8.2

2018 DEPRECIATION AND AMORTIZATION REPORT

COMMERCIAL PROPERTY - GREENWAY

K 2

Asset No.	Description	Date Acquired	Method	Life	C o n v	Line No.	Unadjusted Cost Or Basis	Bus % Excl	Section 179 Expense	Reduction In Basis	Basis For Depreciation	Beginning Accumulated Depreciation	Current Sec 179 Expense	Current Year Deduction	Ending Accumulated Depreciation
25	ARCBILT DEVELOPMENT INC	05/10/15	SL	15.00	HY17		6,050.				6,050.	3,731.		403.	4,134.
26	ARCBILT DEVELOPMENT INC	[illegible]	SL	15.00	HY17		1,500.				1,500.	[illegible]		100.	[illegible]
27	LAND - GREENWAY	03/13/13	L				81,817.				81,817.			0.	
28	BUILDING - GREENWAY	[illegible]	SL	39.00	MM17		241,350.				241,350.	25,351.		6,188.	[illegible]
29	HENNESSY'S RENOVATIONS	04/10/14	SL	15.00	HY17		6,440.				6,440.	4,186.		429.	4,615.
	* TOTAL RENTAL DEPRECIATION						337,368.				337,368.	32,995.		7,120.	[illegible]

(D) - Asset disposed

* ITC, Salvage, Bonus, Commercial Revitalization Deduction, GO Zone

GREEN VALLEY COMMERCE, LLC

Qualified Business Income (Section 199A)

32-0345346

Description	Qualified Business Income	Specified Service Income	W2 Wages	Unadjusted Basis of Assets	Qualified PTP Income	Gain on Disposition of PTP	Total PTP Income
COMMERCIAL - COMMERCIAL PROPERTY	253,818.			2,242,138.			
COMMERCIAL - COMMERCIAL PROPERTY - GREEN	96,810.			355,351.			
TOTAL	350,628.			2,597,489.			

Qualified REIT dividends ____________

Unused prior year losses ____________

Cooperative qualified business income ____________

8.4

814821 02-14-19

Worksheet for Adjusted Current Earnings Adjustments

Name of partnership GREEN VALLEY COMMERCE, LLC	Employer identification number 32-0345346

1. Additions to AMTI:		
a. Depreciation recomputed for AMT purposes	63,519.	
b. Tax-exempt interest income		
c. Amortization of IRC 173		
d. Depletion for post-1989 properties		
e. Intangible drilling costs deducted from AMTI		
f. Total additions to AMTI		63,519.
2. Deductions:		
a. Depreciation recomputed for ACE purposes	63,519.	
b. Depletion recomputed for ACE purposes		
c. ACE intangible drilling costs		
d. Total deductions		63,519.
3. Other adjustments:		
a. Basis adjustments from sales or exchanges		
b. Other adjustments		
c. Total other adjustments		
4. Total adjustments to AMTI for ACE calculation. Combine lines 1f, 2d and 3c		0.

812181 11-07-18

Section 1.263(a)-1(f) De Minimis Safe Harbor Election

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

Employer Identification Number: 32-0345346

For the Year Ending December 31, 2018

Green Valley Commerce, LLC is making the de minimis safe harbor election under Reg. Sec. 1.263(a)-1(f).

GREEN VALLEY COMMERCE, LLC 32-0345346

SCHEDULE K NET INCOME (LOSS) FROM RENTAL REAL ESTATE STATEMENT 1

DESCRIPTION	AMOUNT
COMMERCIAL - COMMERCIAL PROPERTY	253,818.
COMMERCIAL - COMMERCIAL PROPERTY - GREENWAY	96,810.
TOTAL TO SCHEDULE K, LINE 2	350,628.

SCHEDULE K OTHER ITEMS STATEMENT 2

DESCRIPTION	AMOUNT
SECTION 199A QUALIFIED BUSINESS INCOME	350,628.
SECTION 199A W-2 WAGES	0.
SECTION 199A UNADJUSTED BASIS	2,597,489.
SECTION 199A REIT DIVIDENDS	0.
SECTION 199A PTP INCOME	0.

SCHEDULE L OTHER CURRENT ASSETS STATEMENT 3

DESCRIPTION	BEGINNING OF TAX YEAR	END OF TAX YEAR
SALES TAX RECEIVABLE		414.
TOTAL TO SCHEDULE L, LINE 6		414.

SCHEDULE L OTHER CURRENT LIABILITIES STATEMENT 4

DESCRIPTION	BEGINNING OF TAX YEAR	END OF TAX YEAR
TENANT SECURITY DEPOSITS HELD	68,998.	68,998.
TOTAL TO SCHEDULE L, LINE 17	68,998.	68,998.

GREEN VALLEY COMMERCE, LLC

32-0345346

FORM 1065 PARTNERS' CAPITAL ACCOUNT SUMMARY STATEMENT 5

PARTNER NUMBER	BEGINNING CAPITAL	CAPITAL CONTRIBUTED	SCHEDULE M-2 LNS 3, 4 & 7	WITH-DRAWALS	ENDING CAPITAL
1	1,984,232.		211,453.	175,000.	2,020,685.
2	708,676.		211,452.	175,000.	745,128.
TOTAL	2,692,908.		422,905.	350,000.	2,765,813.

GREEN VALLEY COMMERCE, LLC 32-0345346

SCHEDULE M-1 INCOME RECORDED ON BOOKS NOT INCLUDED ON RETURN STATEMENT 6

DESCRIPTION	AMOUNT
CY ACCRUAL TO CASH	72,277.
TOTAL TO SCHEDULE M-1, LINE 6	72,277.

OTHER RENTAL EXPENSES STATEMENT 7

COMMERCIAL
PROPERTY: COMMERCIAL PROPERTY
LOCATION: 3 SUNSET WAY, HENDERSON, NV 89014

DESCRIPTION	AMOUNT
ASSOCIATION DUES	3,021.
LICENSES & PERMITS	400.
BANK CHARGES	32.
TRANSPORTATION	160.
CONTRACTUAL LABOR	22,320.
TOTAL TO RENTAL SCHEDULE, LINE 15	25,933.

OTHER RENTAL EXPENSES STATEMENT 8

COMMERCIAL
PROPERTY: COMMERCIAL PROPERTY - GREENWAY
LOCATION: 3342 EAST GREENWAY ROAD, PHOENIX, AZ 85032

DESCRIPTION	AMOUNT
ALARM AND SECURITY	1,860.
EQUIPMENT RENTAL	1,420.
TOTAL TO RENTAL SCHEDULE, LINE 15	3,280.

1

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 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
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 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:

	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	$	$
Recourse	$ 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)

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

1 Ordinary business income (loss)		0.
2 Net rental real estate income (loss)		175,314.
3 Other net rental income (loss)		
4 Guaranteed payments		
5 Interest income		
6a Ordinary dividends		
6b Qualified dividends		
6c Dividend equivalents		
7 Royalties		
8 Net short-term capital gain (loss)		
9a Net long-term capital gain (loss)		
9b Collectibles (28%) gain (loss)		
9c Unrecaptured sec 1250 gain		
10 Net section 1231 gain (loss)		
11 Other income (loss)		
12 Section 179 deduction		
13 Other deductions		
14 Self-employment earnings (loss)	A	0.
15 Credits		
16 Foreign transactions		
17 Alternative min tax (AMT) items	A	-2.
18 Tax-exempt income and nondeductible expenses		
19 Distributions	A	175,000.
20 Other information	Z	* 175,314.
	AA	* 0.
	AB	* 1,298,745.
	AC	* 0.
	AD	* 0.

*See attached statement for additional information.

For IRS Use Only

811261 04-01-18 LHA For **Paperwork Reduction Act Notice, see Instructions for Form 1065.** www.irs.gov/Form1065 **Schedule K-1 (Form 1065) 2018**

2

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 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
***-**-3193

F Partner's name, address, city, state, and ZIP code

SHAHRAM BIDSAL
14039 SHERMAN WAY BLVD., SUITE 201
VAN NUYS, CA 91405

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

H ☒ Domestic partner ☐ Foreign partner

I1 What type of entity is this partner? INDIVIDUAL

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

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)

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

1 Ordinary business income (loss) 0.
2 Net rental real estate income (loss) 175,314.
3 Other net rental income (loss)
4 Guaranteed payments
5 Interest income
6a Ordinary dividends
6b Qualified dividends
6c Dividend equivalents
7 Royalties
8 Net short-term capital gain (loss)
9a Net long-term capital gain (loss)
9b Collectibles (28%) gain (loss)
9c Unrecaptured sec 1250 gain
10 Net section 1231 gain (loss)
11 Other income (loss)
12 Section 179 deduction
13 Other deductions
14 Self-employment earnings (loss) A 0.
15 Credits
16 Foreign transactions
17 Alternative min tax (AMT) items A -1.
18 Tax-exempt income and nondeductible expenses
19 Distributions A 175,000.
20 Other information

Z	*	175,314.
AA	*	0.
AB	*	1,298,744.
AC	*	0.
AD	*	0.

*See attached statement for additional information.

For IRS Use Only

811261 12-11-18 LHA For Paperwork Reduction Act Notice, see Instructions for Form 1065. www.irs.gov/Form1065 Schedule K-1 (Form 1065) 2018

17 2

14350803 796592 203-871115 2018.04010 GREEN VALLEY COMMERCE, LLC 203-8KS1

EXHIBIT 42

EXHIBIT 42

From: ben@claproperties.com
Sent: 2/12/2020 7:39:58 PM
To: 'shawn bidsal'
Subject: Green Valley

Dear Shawn:

As we have discussed before, you must not distribute any monies from Green Valley Commerce to yourself. Also, you may not make any payment in access of $20,000 without getting my consent.

As I have asked you before, Please send me the current rent roll, Yearend financial statement and copies of all checks you had issued during 2019. I like to see the list of construction expenses, repairs and TI.

I need to have access to the bank accounts of Green Valley on line. As I had asked you last year, I need the passcode. I am in dark as to how the funds are being spent.

Ben

EXHIBIT 43

EXHIBIT 43

From: ben@claproperties.com
Sent: 2/24/2020 12:51:56 PM
To: 'shawn bidsal'
Subject: Green Valley Commerce information
Attachments: letter to Bidsal re review.turnover Final 2.doc

Dear Shawn,

I am a manager of Green Valley Commerce, LLC ("Green Valley") and the owner of member CLA Properties, LLC. You have been assuming the role of day to day manager, and indeed you testified that that was the reason you were given a much greater share of profits than your contribution to capital would have justified. But you have failed to provide me with information to which I am entitled in the above stated capacities.

Therefore, by this letter I demand you provide me with the following:

1. By March second, 2020 in writing confirm that along with my accountant, attorney or other representative all books and records of Green Valley will be made available for inspection and copying by me, my accountant, attorney or other representative inspection at the location that you are keeping the record on March 9th, 2020.

2. If notwithstanding substantial vacancy you have an explanation for discharging the leasing broker and not replacing him (other that you were attempting to harm Green Valley),
Please provide same to me in writing by February 27, 2020. The pretend listing by Westcoast Investment has never been acceptable to me. It not only has not produced any results, but has caused Green Valley to loose leasing opportunities while being a conflict of interest.

3. As you have acknowledged there have been substantial repairs needed on Green Valley's properties. If there is a reason for not having completed all such repairs by now, (other than that you wanted to harm Green Valley), provide it to me in writing by February 27th, 2020.

4. I again demand that you turn over the day to day management of Green Valley to me immediately.

5. I need the keys to both properties in Henderson and Phoenix to inspect the property, start the repairs, and arrange showings to prospective tenants.

6. You need to share with me the passcode of the online banking for all the bank accounts.

7. Since we have a dispute about management, unless you want to turn management over to me, an independent third party Property managers must be hired for both properties.

8. Please provide me with the list of all the vendors and their contact information.

9. Please provide with the leasing activity for the last 2 years. I need to know what efforts you have made to lease including all advertisements, communications with prospective tenants, communications with brokers or prospective tenants, logs of the showings and any lease proposals you have made as well as any LOIs that you have received.

10. I need all the agreements and communications between you and/or Green Valley Commerce on the one hand and Westcoast Investments on the other, including any and all the listing agreements.

Benjamin Golshani

EXHIBIT 44

EXHIBIT 44

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 Mcnnemy 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),

EXHIBIT 45

EXHIBIT 45

RE: green valley commerce

From: Danielle Steffen/USA (danielle.steffen@cushwake.com)

To: wcico@yahoo.com; wcico8@yahoo.com

Cc: Amy.Ogden@cushwake.com

Date: Wednesday, July 17, 2019, 06:34 AM PDT

Hi Shawn- thank you for the follow up. Amy and I have discussed it and if there is not an opportunity to sell the assets we are going to need to resign from the leasing efforts of both projects. I am very sorry, we truly have enjoyed working with you over the years, but with it being just the two of us we do not have the man power on our team to lease the units, and don't want to do a disservice to you. We wish you the best with the projects, and if you ultimately do decide to sell the assets please let us know, we would be happy to provide you an evaluation and work with you on the disposition of the assets.

Thank you,

Danielle Steffen, SIOR
Senior Director

Direct: +1 702 688 6944
Main: +1 702 796 7900
Mobile: +1 702 580 4905
Fax: +1 702 796 7920
Danielle.Steffen@cushwake.com

CUSHMAN &
WAKEFIELD

6725 Via Austi Pkwy, Suite 275
Las Vegas, NV 89119 | USA
cushmanwakefield.com

From: shawn bidsal <wcico@yahoo.com>
Sent: Tuesday, July 16, 2019 3:46 PM
To: Danielle Steffen/USA <Danielle.Steffen@cushwake.com>; SHAWN BIDSAL <wcico@yahoo.com>; WCI Gel <wcico8@yahoo.com>
Subject: green valley commerce

danielle

i am checking to see if you have any prospect tenants for green valley commerce?

Shawn Bidsal

West Coast Investments Inc

14039 Sherman Way, Suite 201

Van Nuys CA 91405

818-901-8800 p

818-901-8877 f

EXHIBIT 46

EXHIBIT 46

WEST COAST INVESTMENTS INC

investments
property management

GREEN VALLEY COMMERCE CENTER

3 SUNSET WAY & 28 COMMERCE CENTER DR
HENDERSON, NEVADA 89014

STRATEGICALLY LOCATED IN GREEN VALLEY

1,198 SF - 6,240 SF AVAILABLE

- Conveniently located near a variety of major retail amenities including the Galleria Mall, an extensive selection of restaurants, banks, hotels, medical and child care facilities.
- In close proximity to both I-95 and the I-215 and is just mintues away from McCarran International Airport
- Short term leases are welcome
- Offering flex office and light warehouse space

WEST COAST INVESTMENTS, INC
PHONE 888.680.9600

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WEST COAST INVESTMENTS INC

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GREEN VALLEY COMMERCE CENTER

3 SUNSET WAY & 28 COMMERCE CENTER DR HENDERSON, NEVADA 89014

AVAILABILITIES

SUITE	RSF	LEASE TYPE	BASE RENT*
SUITE 10-A	2,308 RSF	TRIPLE NET	$0.90/RSF
SUITE 12-A	1,198 RSF	TRIPLE NET	$0.90/RSF
SUITE 13-A	1,543 RSF	TRIPLE NET	$0.90/RSF
SUITE 17-A	2,331 RSF	TRIPLE NET	$0.90/RSF
SUITE 20-B	6,240 RSF	TRIPLE NET	$0.90/RSF
SUITE 72-G	5,202 RSF	TRIPLE NET	$0.90/RSF
SUITE 84-H	1,810 RSF	TRIPLE NET	$0.65/RSF
SUITE 86-H	1,537 RSF	TRIPLE NET	$0.65/RSF
SUITE 88-H	1,711 RSF	TRIPLE NET	$0.65/RSF

*In addtion to Base Rent, Tenant of also responsible for CAM charges.

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GREEN VALLEY COMMERCE CENTER

3 SUNSET WAY & 28 COMMERCE CENTER DR HENDERSON, NEVADA 89014

DEMOGRAPHICS

Population	**1-mi.**	**3-mi.**	**5-mi.**
2011 Male Population	7,666	70,386	172,062
2011 Female Population	7,651	70,022	170,502
% 2011 Male Population	50.05%	50.13%	50.23%
% 2011 Female Population	49.95%	49.87%	49.77%
2011 Total Adult Population	11,654	102,293	256,781
2011 Total Daytime Population	15,184	134,747	343,350
2011 Total Daytime Work Population	6,963	62,331	168,603
2011 Median Age Total Population	30	33	33
2011 Median Age Adult Population	38	42	42
2011 Age 0-5	1,224	12,512	30,326
2011 Age 6-13	1,489	16,683	36,795
2011 Age 14-17	951	8,918	18,662
2011 Age 18-20	731	5,254	12,441
2011 Age 21-24	1,425	8,470	21,269
2011 Age 25-29	1,612	10,806	28,333
2011 Age 30-34	1,251	10,252	26,381
2011 Age 35-39	1,093	10,268	25,030
2011 Age 40-44	1,088	10,139	23,863
2011 Age 45-49	1,056	10,294	23,417
2011 Age 50-54	927	9,208	21,621
2011 Age 55-59	725	7,268	18,481
2011 Age 60-64	578	6,042	17,482
2011 Age 65-69	402	4,662	12,618
2011 Age 70-74	271	3,425	9,176
2011 Age 75-79	238	2,717	7,554
2011 Age 80-84	161	1,947	5,237
2011 Age 85+	96	1,540	3,881
% 2011 Age 0-5	7.99%	8.91%	8.85%
% 2011 Age 6-13	9.72%	11.88%	10.74%
% 2011 Age 14-17	6.21%	6.35%	5.45%
% 2011 Age 18-20	4.77%	3.74%	3.63%
% 2011 Age 21-24	9.30%	6.03%	6.21%
% 2011 Age 25-29	10.52%	7.70%	8.27%
% 2011 Age 30-34	8.17%	7.30%	7.70%
% 2011 Age 35-39	7.14%	7.31%	7.31%
% 2011 Age 40-44	7.10%	7.22%	6.97%
% 2011 Age 45-49	6.89%	7.33%	6.84%
% 2011 Age 50-54	6.05%	6.56%	6.31%
% 2011 Age 55-59	4.73%	5.18%	5.39%
% 2011 Age 60-64	3.77%	4.30%	5.10%
% 2011 Age 65-69	2.62%	3.32%	3.68%
% 2011 Age 70-74	1.77%	2.44%	2.68%
% 2011 Age 75-79	1.55%	1.94%	2.21%
% 2011 Age 80-84	1.05%	1.39%	1.53%
% 2011 Age 85+	0.63%	1.10%	1.13%
2011 White Population	10,326	95,075	223,846
2011 Black Population	1,396	10,124	27,319
2011 Asian/Hawaiian/Pacific Islander	1,189	10,909	29,116
2011 American Indian/Alaska Native	108	952	2,429
2011 Other Population (Incl 2+ Races)	2,299	23,347	59,854
2011 Hispanic Population	3,315	37,064	93,323
2011 Non-Hispanic Population	12,002	103,344	249,241
% 2011 White Population	67.41%	67.71%	65.34%
% 2011 Black Population	9.11%	7.21%	7.97%
% 2011 Asian/Hawaiian/Pacific Islander	7.76%	7.77%	8.50%
% 2011 American Indian/Alaska Native	0.71%	0.68%	0.71%
% 2011 Other Population (Incl 2+ Races)	15.01%	16.63%	17.47%
% 2011 Hispanic Population	21.64%	26.40%	27.24%
% 2011 Non-Hispanic Population	78.36%	73.60%	72.76%
2000 Non-Hispanic White	10,616	85,786	194,529
2000 Non-Hispanic Black	651	4,966	15,026
2000 Non-Hispanic Amer Indian/Alaska Native	81	742	1,628
2000 Non-Hispanic Asian	691	6,082	14,325
2000 Non-Hispanic Hawaiian/Pacific Islander	37	397	1,246
2000 Non-Hispanic Some Other Race	n/a	176	357
2000 Non-Hispanic Two or More Races	446	3,677	8,284
% 2000 Non-Hispanic White	84.78%	84.25%	82.64%
% 2000 Non-Hispanic Black	5.20%	4.88%	6.38%
% 2000 Non-Hispanic Amer Indian/Alaska Native	0.65%	0.73%	0.69%
% 2000 Non-Hispanic Asian	5.52%	5.97%	6.09%

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WEST COAST INVESTMENTS INC
investments
property management

GREEN VALLEY COMMERCE CENTER

3 SUNSET WAY & 28 COMMERCE CENTER DR
HENDERSON, NEVADA 89014

DEMOGRAPHICS

Population	**1-mi.**	**3-mi.**	**5-mi.**
% 2000 Non-Hispanic Hawaiian/Pacific Islander	0.30%	0.39%	0.53%
% 2000 Non-Hispanic Some Other Race	0.00%	0.17%	0.15%
% 2000 Non-Hispanic Two or More Races	3.56%	3.61%	3.52%
Population Change	**1-mi.**	**3-mi.**	**5-mi.**
Total Employees	n/a	n/a	n/a
Total Establishemnts	n/a	n/a	n/a
2011 Total Population	15,317	140,407	342,564
2011 Total Households	6,709	54,291	135,150
Population Change 1990-2011	7,273	75,141	188,314
Household Change 1990-2011	3,600	29,936	72,746
% Population Change 1990-2011	90.42%	115.13%	122.08%
% Household Change 1990-2011	115.79%	122.92%	116.57%
Population Change 2000-2011	974	20,183	60,377
Household Change 2000-2011	599	8,303	22,746
% Population Change 2000-2011	6.79%	16.79%	21.40%
% Households Change 2000-2011	9.80%	18.05%	20.24%
Housing	**1-mi.**	**3-mi.**	**5-mi.**
2000 Total Housing Units	6,636	49,287	121,545
2000 Occupied Housing Units	6,135	46,067	112,514
2000 Owner Occupied Housing Units	2,226	30,020	68,106
2000 Renter Occupied Housing Units	3,909	16,047	44,408
2000 Vacant Housing Units	501	3,219	9,031
% 2000 Occupied Housing Units	92.45%	93.47%	92.57%
% 2000 Owner Occupied Housing Units	33.54%	60.91%	56.03%
% 2000 Renter Occupied Housing Units	58.91%	32.56%	36.54%
% 2000 Vacant Housing Units	7.55%	6.53%	7.43%
Income	**1-mi.**	**3-mi.**	**5-mi.**
2011 Median Household Income	$58,160	$57,752	$54,372
2011 Per Capita Income	$32,272	$29,071	$27,464
2011 Average Household Income	$73,679	$75,184	$69,612
2011 Household Income < $10,000	158	1,997	6,784
2011 Household Income $10,000-$14,999	106	1,394	4,643
2011 Household Income $15,000-$19,999	288	1,851	6,466
2011 Household Income $20,000-$24,999	242	2,186	7,495
2011 Household Income $25,000-$29,999	228	2,414	6,997
2011 Household Income $30,000-$34,999	508	3,178	7,976
2011 Household Income $35,000-$39,999	344	3,015	7,298
2011 Household Income $40,000-$44,999	308	2,589	6,916
2011 Household Income $45,000-$49,999	281	3,123	6,967
2011 Household Income $50,000-$59,999	1,093	6,964	13,794
2011 Household Income $60,000-$74,999	785	6,655	14,856
2011 Household Income $75,000-$99,999	731	6,568	16,598
2011 Household Income $100,000-$124,999	245	3,882	10,996
2011 Household Income $125,000-$149,999	437	2,997	6,245
2011 Household Income $150,000-$199,999	370	2,790	5,991
2011 Household Income $200,000-$249,999	150	658	1,383
2011 Household Income $250,000-$499,999	359	1,728	3,147
2011 Household Income $500,000+	77	303	597
2011 Household Income $200,000+	585	2,689	5,127
% 2011 Household Income < $10,000	2.35%	3.68%	5.02%
% 2011 Household Income $10,000-$14,999	1.58%	2.57%	3.44%
% 2011 Household Income $15,000-$19,999	4.29%	3.41%	4.78%
% 2011 Household Income $20,000-$24,999	3.61%	4.03%	5.55%
% 2011 Household Income $25,000-$29,999	3.40%	4.45%	5.18%
% 2011 Household Income $30,000-$34,999	7.57%	5.85%	5.90%
% 2011 Household Income $35,000-$39,999	5.13%	5.55%	5.40%
% 2011 Household Income $40,000-$44,999	4.59%	4.77%	5.12%
% 2011 Household Income $45,000-$49,999	4.19%	5.75%	5.16%
% 2011 Household Income $50,000-$59,999	16.29%	12.83%	10.21%
% 2011 Household Income $60,000-$74,999	11.70%	12.26%	10.99%
% 2011 Household Income $75,000-$99,999	10.89%	12.10%	12.28%
% 2011 Household Income $100,000-$124,999	3.65%	7.15%	8.14%
% 2011 Household Income $125,000-$149,999	6.51%	5.52%	4.62%
% 2011 Household Income $150,000-$199,999	5.51%	5.14%	4.43%
% 2011 Household Income $200,000-$249,999	2.24%	1.21%	1.02%
% 2011 Household Income $250,000-$499,999	5.35%	3.18%	2.33%
% 2011 Household Income $500,000+	1.15%	0.56%	0.44%
% 2011 Household Income $200,000+	8.72%	4.95%	3.79%

WEST COAST INVESTMENTS INC
investments
property management

GREENWAY VILLAGE

3342 E. GREENWAY ROAD
PHOENIX, ARIZONA 85032

EXCEPTIONAL LEASING OPPORTUNITY

1,167 - 2,419 SF AVAILABLE

- Strategically located along East Greenway Road and is immediately adjacent to Arizona State Road 51, providing access and visibility from one of the busiest intersections in the Phoenix MSA
- Anchored by Food City, Family Dollar and Goodwill
- 5-Mile Average HHI exceeds $58,990 and median housing values average of $291,500
- Currently, 107,883 households reside within 5 miles and is expected to increase 4.6%

WEST COAST INVESTMENTS, INC
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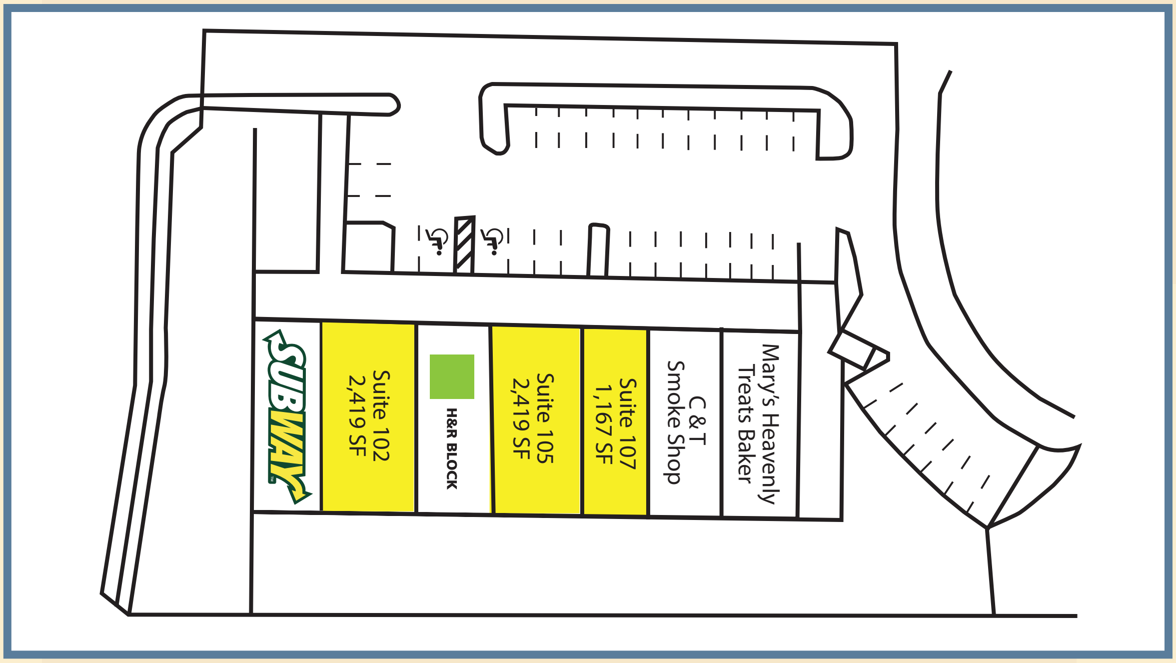
PHOENIX, ARIZONA 85032

CURRENT AVAILABILITIES



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WEST COAST INVESTMENTS INC

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property management

GREENWAY VILLAGE

3342 E. GREENWAY ROAD
PHOENIX, ARIZONA 85032

DEMOGRAPHICS

Population	**1-mi.**	**3-mi.**	**5-mi.**
2011 Male Population	10,691	66,559	128,425
2011 Female Population	9,728	67,883	131,306
% 2011 Male Population	52.36%	49.51%	49.45%
% 2011 Female Population	47.64%	50.49%	50.55%
2011 Total Adult Population	14,524	99,850	193,270
2011 Total Daytime Population	13,907	89,450	189,078
2011 Total Daytime Work Population	5,762	34,420	79,750
2011 Median Age Total Population	28	33	34
2011 Median Age Adult Population	37	42	42
2011 Age 0-5	2,316	11,804	22,754
2011 Age 6-13	2,440	15,131	29,359
2011 Age 14-17	1,139	7,657	14,347
2011 Age 18-20	1,006	5,346	9,575
2011 Age 21-24	1,512	7,422	13,434
2011 Age 25-29	2,020	10,521	19,674
2011 Age 30-34	1,724	10,739	20,514
2011 Age 35-39	1,496	10,388	20,139
2011 Age 40-44	1,269	10,099	19,899
2011 Age 45-49	1,183	10,333	20,425
2011 Age 50-54	1,075	9,321	18,902
2011 Age 55-59	813	7,097	14,612
2011 Age 60-64	659	5,387	11,006
2011 Age 65-69	489	3,635	7,605
2011 Age 70-74	346	2,816	5,546
2011 Age 75-79	348	2,628	4,910
2011 Age 80-84	285	2,138	3,681
2011 Age 85+	300	1,980	3,349
% 2011 Age 0-5	11.34%	8.78%	8.76%
% 2011 Age 6-13	11.95%	11.25%	11.30%
% 2011 Age 14-17	5.58%	5.70%	5.52%
% 2011 Age 18-20	4.93%	3.98%	3.69%
% 2011 Age 21-24	7.40%	5.52%	5.17%
% 2011 Age 25-29	9.89%	7.83%	7.57%
% 2011 Age 30-34	8.44%	7.99%	7.90%
% 2011 Age 35-39	7.33%	7.73%	7.75%
% 2011 Age 40-44	6.21%	7.51%	7.66%
% 2011 Age 45-49	5.79%	7.69%	7.86%
% 2011 Age 50-54	5.26%	6.93%	7.28%
% 2011 Age 55-59	3.98%	5.28%	5.63%
% 2011 Age 60-64	3.23%	4.01%	4.24%
% 2011 Age 65-69	2.39%	2.70%	2.93%
% 2011 Age 70-74	1.69%	2.09%	2.14%
% 2011 Age 75-79	1.70%	1.95%	1.89%
% 2011 Age 80-84	1.40%	1.59%	1.42%
% 2011 Age 85+	1.47%	1.47%	1.29%
2011 White Population	14,911	110,149	217,587
2011 Black Population	672	3,528	6,641
2011 Asian/Hawaiian/Pacific Islander	399	4,894	9,135
2011 American Indian/Alaska Native	278	1,504	2,816
2011 Other Population (Incl 2+ Races)	4,159	14,366	23,551
2011 Hispanic Population	8,611	26,690	43,565
2011 Non-Hispanic Population	11,809	107,753	216,165
% 2011 White Population	73.03%	81.93%	83.77%
% 2011 Black Population	3.29%	2.62%	2.56%
% 2011 Asian/Hawaiian/Pacific Islander	1.95%	3.64%	3.52%
% 2011 American Indian/Alaska Native	1.36%	1.12%	1.08%
% 2011 Other Population (Incl 2+ Races)	20.37%	10.69%	9.07%
% 2011 Hispanic Population	42.17%	19.85%	16.77%
% 2011 Non-Hispanic Population	57.83%	80.15%	83.23%
2000 Non-Hispanic White	13,523	109,639	212,072
2000 Non-Hispanic Black	511	2,078	3,611
2000 Non-Hispanic Amer Indian/Alaska Native	120	1,156	2,113
2000 Non-Hispanic Asian	269	2,770	5,419
2000 Non-Hispanic Hawaiian/Pacific Islander	63	232	341
2000 Non-Hispanic Some Other Race	10	81	140
2000 Non-Hispanic Two or More Races	276	2,090	3,909
% 2000 Non-Hispanic White	91.54%	92.88%	93.18%
% 2000 Non-Hispanic Black	3.46%	1.76%	1.59%
% 2000 Non-Hispanic Amer Indian/Alaska Native	0.81%	0.98%	0.93%
% 2000 Non-Hispanic Asian	1.82%	2.35%	2.38%

WEST COAST
INVESTMENTS
INC

investments
property management

GREENWAY VILLAGE

3342 E. GREENWAY ROAD
PHOENIX, ARIZONA 85032

DEMOGRAPHICS

Population	**1-mi.**	**3-mi.**	**5-mi.**
% 2000 Non-Hispanic Hawaiian/Pacific Islander	0.43%	0.20%	0.15%
% 2000 Non-Hispanic Some Other Race	0.07%	0.07%	0.06%
% 2000 Non-Hispanic Two or More Races	1.87%	1.77%	1.72%
Population Change	**1-mi.**	**3-mi.**	**5-mi.**
Total Employees	n/a	n/a	n/a
Total Establishemnts	n/a	n/a	n/a
2011 Total Population	20,419	134,443	259,730
2011 Total Households	7,320	55,010	107,645
Population Change 1990-2011	3,522	31,422	67,441
Household Change 1990-2011	759	15,413	33,177
% Population Change 1990-2011	20.84%	30.50%	35.07%
% Household Change 1990-2011	11.57%	38.92%	44.55%
Population Change 2000-2011	-974	-2,422	1,920
Household Change 2000-2011	-207	1,845	6,119
% Population Change 2000-2011	-4.55%	-1.77%	0.74%
% Households Change 2000-2011	-2.75%	3.47%	6.03%
Housing	**1-mi.**	**3-mi.**	**5-mi.**
2000 Total Housing Units	7,958	55,717	107,201
2000 Occupied Housing Units	7,540	53,151	101,495
2000 Owner Occupied Housing Units	4,262	37,094	71,926
2000 Renter Occupied Housing Units	3,279	16,057	29,570
2000 Vacant Housing Units	418	2,566	5,706
% 2000 Occupied Housing Units	94.75%	95.39%	94.68%
% 2000 Owner Occupied Housing Units	53.55%	66.58%	67.09%
% 2000 Renter Occupied Housing Units	41.20%	28.82%	27.58%
% 2000 Vacant Housing Units	5.25%	4.61%	5.32%
Income	**1-mi.**	**3-mi.**	**5-mi.**
2011 Median Household Income	$38,099	$50,125	$59,358
2011 Per Capita Income	$19,255	$29,536	$33,924
2011 Average Household Income	$53,711	$72,186	$81,854
2011 Household Income < $10,000	545	2,815	5,076
2011 Household Income $10,000-$14,999	538	2,600	4,314
2011 Household Income $15,000-$19,999	347	2,349	4,288
2011 Household Income $20,000-$24,999	553	3,046	5,187
2011 Household Income $25,000-$29,999	691	3,314	4,982
2011 Household Income $30,000-$34,999	603	3,639	5,765
2011 Household Income $35,000-$39,999	617	3,051	4,749
2011 Household Income $40,000-$44,999	554	3,246	5,421
2011 Household Income $45,000-$49,999	395	3,378	5,375
2011 Household Income $50,000-$59,999	567	5,310	9,260
2011 Household Income $60,000-$74,999	575	5,818	11,608
2011 Household Income $75,000-$99,999	389	5,839	14,339
2011 Household Income $100,000-$124,999	442	4,278	9,440
2011 Household Income $125,000-$149,999	268	2,277	5,870
2011 Household Income $150,000-$199,999	173	1,859	5,333
2011 Household Income $200,000-$249,999	8	670	2,064
2011 Household Income $250,000-$499,999	54	1,470	4,198
2011 Household Income $500,000+	n/a	51	378
2011 Household Income $200,000+	62	2,191	6,639
% 2011 Household Income < $10,000	7.45%	5.12%	4.72%
% 2011 Household Income $10,000-$14,999	7.35%	4.73%	4.01%
% 2011 Household Income $15,000-$19,999	4.74%	4.27%	3.98%
% 2011 Household Income $20,000-$24,999	7.56%	5.54%	4.82%
% 2011 Household Income $25,000-$29,999	9.44%	6.02%	4.63%
% 2011 Household Income $30,000-$34,999	8.24%	6.62%	5.36%
% 2011 Household Income $35,000-$39,999	8.43%	5.55%	4.41%
% 2011 Household Income $40,000-$44,999	7.57%	5.90%	5.04%
% 2011 Household Income $45,000-$49,999	5.40%	6.14%	4.99%
% 2011 Household Income $50,000-$59,999	7.75%	9.65%	8.60%
% 2011 Household Income $60,000-$74,999	7.86%	10.58%	10.78%
% 2011 Household Income $75,000-$99,999	5.31%	10.61%	13.32%
% 2011 Household Income $100,000-$124,999	6.04%	7.78%	8.77%
% 2011 Household Income $125,000-$149,999	3.66%	4.14%	5.45%
% 2011 Household Income $150,000-$199,999	2.36%	3.38%	4.95%
% 2011 Household Income $200,000-$249,999	0.11%	1.22%	1.92%
% 2011 Household Income $250,000-$499,999	0.74%	2.67%	3.90%
% 2011 Household Income $500,000+	0.00%	0.09%	0.35%
% 2011 Household Income $200,000+	0.85%	3.98%	6.17%

Broker Inventory

West Coast Investments, Inc. 14039 Sherman Way Blvd, Van Nuys, CA 91405 | 888-680-9600

INDUSTRIAL
Property Location

Available SF / Vacant / Office SF
Rate/SF / Price/SF / Bldg SF
DH/GL / Sprinkler / Yard
Const Status / Listing Status / Possession
Clear Height / Amps / Parking
Listing Notes

Green Valley Commerce Center Bldg B
5 Cactus Garden Dr, Unit 20-B
Henderson, NV 89014

6,240 SF
Yes

$0.90 Annual/SF NNN /
NFS
6,300 SF

Existing
Available
Now

Conveniently located near a variety of major retail amenities including the Galleria Mall, an extensive selection of restaurants, banks, hotels, medical and child care facilities.
In close proximity to both I-95 and the I-215 and is just mintues away from McCarran International Airport
Short term leases are welcome

West Coast Investments, Inc. - Shawn Bidsal 888-680-9600

FTCF:
Zoning/Rail: /
Listing #: 24577223
APN: 16132810049
Mos on Mkt: 0
Notes:

Green Valley Commerce Center Bldg A
3 Cactus Garden Drive, Unit 10-A
Henderson, NV 89014

2,308 SF
Yes

$0.90 Annual/SF NNN /
NFS
12,000 SF

Existing
Available
Now

Conveniently located near a variety of major retail amenities including the Galleria Mall, an extensive selection of restaurants, banks, hotels, medical and child care facilities.
In close proximity to both I-95 and the I-215 and is just mintues away from McCarran International Airport
Short term leases are welcome

West Coast Investments, Inc. - Shawn Bidsal 888-680-9600

FTCF:
Zoning/Rail: /
Listing #: 24577195
APN: 16132810048
Mos on Mkt: 0
Notes:

Green Valley Commerce Center Bldg A
3 Cactus Garden Drive, Unit 12-A
Henderson, NV 89014

1,198 SF
Yes

$0.90 Annual/SF NNN /
NFS
12,000 SF

Existing
Available
Now

Conveniently located near a variety of major retail amenities including the Galleria Mall, an extensive selection of restaurants, banks, hotels, medical and child care facilities.
In close proximity to both I-95 and the I-215 and is just mintues away from McCarran International Airport
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West Coast Investments, Inc. - Shawn Bidsal 888-680-9600

FTCF:
Zoning/Rail: /
Listing #: 24577200
APN: 16132810048
Mos on Mkt: 0
Notes:

Green Valley Commerce Center Bldg A
3 Cactus Garden Drive, Unit 13-A
Henderson, NV 89014

1,543 SF
Yes

$0.90 Annual/SF NNN /
NFS
12,000 SF

Existing
Available
Now

Conveniently located near a variety of major retail amenities including the Galleria Mall, an extensive selection of restaurants, banks, hotels, medical and child care facilities.
In close proximity to both I-95 and the I-215 and is just mintues away from McCarran International Airport
Short term leases are welcome

West Coast Investments, Inc. - Shawn Bidsal 888-680-9600

FTCF:
Zoning/Rail: /
Listing #: 24577202
APN: 16132810048
Mos on Mkt: 0
Notes:

Green Valley Commerce Center Bldg A
3 Cactus Garden Drive, Unit 17-A
Henderson, NV 89014

2,331 SF
Yes

$0.90 Annual/SF NNN /
NFS
12,000 SF

Existing
Available
Now

Conveniently located near a variety of major retail amenities including the Galleria Mall, an extensive selection of restaurants, banks, hotels, medical and child care facilities.
In close proximity to both I-95 and the I-215 and is just mintues away from McCarran International Airport
Short term leases are welcome

West Coast Investments, Inc. - Shawn Bidsal 888-680-9600

FTCF:
Zoning/Rail: /
Listing #: 24577205
APN: 16132810048
Mos on Mkt: 0
Notes:

Green Valley Commerce Center Bldg G
35 Cactus Garden Drive, Unit 72-G
Henderson, NV 89014

5,202 SF
Yes

$0.90 Annual/SF NNN /
NFS
9,538 SF

Existing
Available
Now

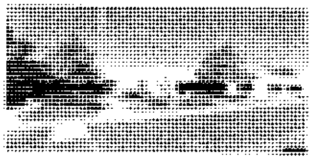
Conveniently located near a variety of major retail amenities including the Galleria Mall, an extensive selection of restaurants, banks, hotels, medical and child care facilities.
In close proximity to both I-95 and the I-215 and is just mintues away from McCarran International Airport
Short term leases are welcome

West Coast Investments, Inc. - Shawn Bidsal 888-680-9600

FTCF:
Zoning/Rail: /
Listing #: 24577224
APN: 16132810053
Mos on Mkt: 0
Notes:

Broker Inventory

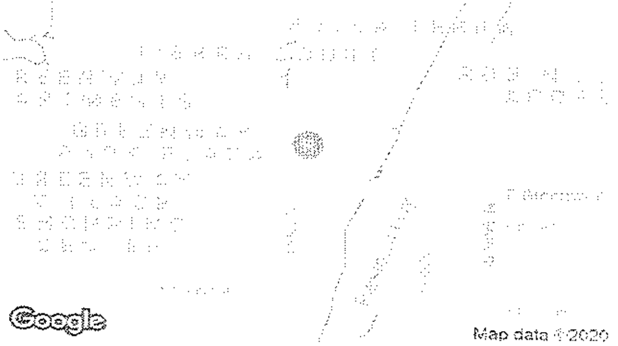
West Coast Investments, Inc.   14039 Sherman Way Blvd, Van Nuys, CA 91405 | 888-680-9600

INDUSTRIAL Property Location	Available SF Vacant Office SF	Rate/SF Price/SF Bldg SF	DH/GL Sprinkler Yard	Const Status Listing Status Possession	Clear Height Amps Parking	Listing Notes
Green Valley Commerce Center Bldg H 20 Commerce Center Drive, Unit 84-H Henderson, NV 89014 	1,810 SF Yes West Coast Investments, Inc. - Shawn Bidsal 888-680-9600 **Notes:**	$0.65 Annual/SF NNN NFS 12,100 SF **FTCF:**	/	Existing Available Now	**Zoning/Rail:** / **Listing #:** 24577228	Conveniently located near a variety of major retail amenities including the Galleria Mall, an extensive selection of restaurants, banks, hotels, medical and child care facilities. In close proximity to both I-95 and the I-215 and is just mintues away from McCarran International Airport Short term leases are welcome **APN:** 16132810054 **Mos on Mkt:** 0
Green Valley Commerce Center Bldg H 20 Commerce Center Drive, Unit 86-H Henderson, NV 89014 	1,537 SF Yes West Coast Investments, Inc. - Shawn Bidsal 888-680-9600 **Notes:**	$0.65 Annual/SF NNN NFS 12,100 SF **FTCF:**	/	Existing Available Now	**Zoning/Rail:** / **Listing #:** 24577232	Conveniently located near a variety of major retail amenities including the Galleria Mall, an extensive selection of restaurants, banks, hotels, medical and child care facilities. In close proximity to both I-95 and the I-215 and is just mintues away from McCarran International Airport Short term leases are welcome **APN:** 16132810054 **Mos on Mkt:** 0
Green Valley Commerce Center Bldg H 20 Commerce Center Drive, Unit 88-H Henderson, NV 89014 	1,711 SF Yes West Coast Investments, Inc. - Shawn Bidsal 888-680-9600 **Notes:**	$0.65 Annual/SF NNN NFS 12,100 SF **FTCF:**	/	Existing Available Now	**Zoning/Rail:** / **Listing #:** 24577236	Conveniently located near a variety of major retail amenities including the Galleria Mall, an extensive selection of restaurants, banks, hotels, medical and child care facilities. In close proximity to both I-95 and the I-215 and is just mintues away from McCarran International Airport Short term leases are welcome **APN:** 16132810054 **Mos on Mkt:** 0

Broker Inventory

West Coast Investments, Inc
14039 Sherman Way Blvd, Van Nuys, CA 91405 | 888-680-9600

Greenway Park Plaza
3342 E Greenway Rd
Phoenix, AZ 85032



PROPERTY DATA - Retail

Building Size	**11,765 SF**	# Floors	**1**	Construction Type	
Specific Use	**Neighborhood Center**	Elevators	**No**	Sprinklered	
Building Status	**Existing**	Condo	**No**	Parking	**/**
Occupancy Type	**Multi-Tenant**	Lot Size	**1.17 Ac / 50,965 SF**	Owner	**Green Valley Commerce Llc**
Year Built / Renovated	**2002 /**	Zoning	**C-C**	Market Area	**AZ - Central Phoenix**
# of Units		APN	**21435232**	# of Buildings	**1**

Shawn Bidsal
West Coast Investments, Inc.
wcico@yahoo.com
888-680-9600

AVAILABLE SPACE - For Lease

Type: Suite	Sublease	Vacant	Avail SF	Min SF	Rate	Date Avail
Retail: 102	No	Yes	2,419	2,419	TBD	Now

Strategically located along East Greenway Road and is immediately adjacent to Arizona State Road 51, providing access and visibility from one of the busiest intersections in the Phoenix MSA. Anchored by Food City, Family Dollar and Goodwill. 5-Mile Average HHI exceeds $58,990 and median housing values average of $291,500. Currently, 107,883 households reside within 5 miles and is

Type: Suite	Sublease	Vacant	Avail SF	Min SF	Rate	Date Avail
Retail: 105	No	Yes	2,419	2,419	TBD	Now

Strategically located along East Greenway Road and is immediately adjacent to Arizona State Road 51, providing access and visibility from one of the busiest intersections in the Phoenix MSA. Anchored by Food City, Family Dollar and Goodwill. 5-Mile Average HHI exceeds $58,990 and median housing values average of $291,500. Currently, 107,883 households reside within 5 miles and is

Type: Suite	Sublease	Vacant	Avail SF	Min SF	Rate	Date Avail
Retail: 107	No	Yes	1,167	1,167	TBD	Now

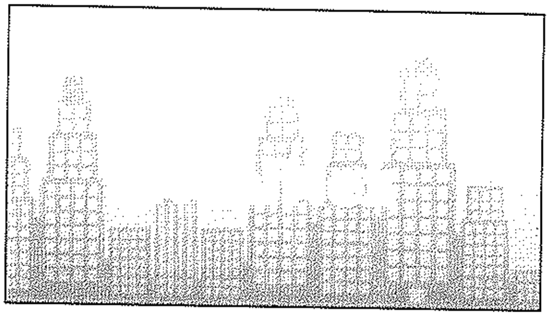
Strategically located along East Greenway Road and is immediately adjacent to Arizona State Road 51, providing access and visibility from one of the busiest intersections in the Phoenix MSA. Anchored by Food City, Family Dollar and Goodwill. 5-Mile Average HHI exceeds $58,990 and median housing values average of $291,500. Currently, 107,883 households reside within 5 miles and is

Green Valley Commerce Center

3 Sunset Way, Henderson, NV 89014
INDUSTRIAL FOR LEASE

LISTING ID: 90360
Status: Active
Prepared For: shawn bidsal
Created On: May 26, 2020

SF/Month	$0.90 - $1.25	Land SF	174,240
SF/Year	$10.80 - $15.00	Land Acres	4
CAM	.20	Building SF	74,000
Co-op Commission	6.00	# of Buildings	5
Zoning	Light Industrial/Office	# of Units	-
Parcel Number	-	# of Stories	1
T, R, S	-, -, -		
Built Yet	Yes		



Property Description

Ideal office flex and light warehouse space conveniently located in the central part of Henderson and only 15 minutes east of McCarran Airport. Also, near many amenties including Ethel M. Chocolate Factory, shopping, restaurants, hotels and residential neighborhoods. A variety of spaces available ranging between 1,200 - 8,700 SF . Lease terms negotiable including rates starting at $.90 NNN, short term leases as well as tenant improvement allowances.

Area Description

Ideal office flex and light warehouse space conveniently located in the central part of Henderson and only 15 minutes east of McCarran Airport. Also, near many amenties including Ethel M. Chocolate Factory, shopping, restaurants, hotels and residential neighborhoods. A variety of spaces available ranging between 1,200 - 8,700 SF . Lease terms negotiable including rates starting at $.90 NNN, short term leases as well as tenant improvement allowances.

Property Features

Rates starting at $.90/SF NNN plus incentives.
Desired uses include office/flex, showroom, retail & light industrial.
Excellent central location with convenient access to freeways.
Located across the street from Ethel M. Chocolate Factory.
Lease terms negotiable including TI Allowance.

angelo varsobia
West Coast Investments, Inc.
(818) 384-0743
wcico8@yahoo.com

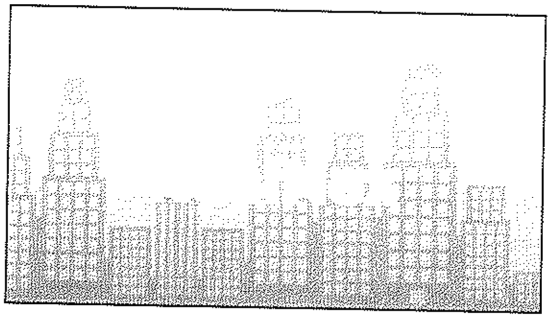
Brought to you by

Greenway Village

3342 East Greenway Road, Phoenix, AZ 85032
SHOPPING CENTER / RETAIL FOR LEASE

LISTING ID: 50665
Status: Active
Prepared For: shawn bidsal
Created On: May 26, 2020

SF/Month	$1.00 - $1.25	Land SF	-
SF/Year	$12.00 - $15.00	Land Acres	-
CAM	0.30	Building SF	3,950
Zoning	-	# of Buildings	1
Parcel Number	-	# of Units	8
T, R, S	-, -, -	# of Stories	1
Built Yet	-		



Property Description

Strategically located along East Greenway Road and is immediately adjacent to Arizona State Road 51, providing access and visibility from one of the busiest intersections in the Phoenix MSA Anchored by Food City, Family Dollar and Goodwil, Subway! " 5-Mile Average HHI exceeds $58,990 and median housing values average of $291,500 " Currently, 107,883 households reside within 5 miles and is expected to increase 4.6%

Area Description

" Anchored by Food City, Family Dollar and Goodwil, Subway! " 5-Mile Average HHI exceeds $58,990 and median housing values average of $291,500 " Currently, 107,883 households reside within 5 miles and is expected to increase 4.6% Strategically located along East Greenway Road and is immediately adjacent to Arizona State Road 51, providing access and visibility from one of the busiest intersections in the Phoenix MSA

angelo varsobia
West Coast Investments, Inc.
(818) 384-0743
wcico8@yahoo.com

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Green Valley Commerce Center

3 Sunset Way, Henderson, NV 89014

12 days since last update

Listing Spaces & Properties Taxes & Opex Photos Details Tenants Highlights Contacts REMOVE

Listing Completeness 85%

Listing

Lease Type*	Commission	Procurement Fee
Direct	4%	4%
	Will not be published.	*Will not be published.*

Listing Expiration

mm/dd/yyyy

Will not be published.

Available Spaces

MANAGE CONTIGUOUS SPACE Add Another Space

Properties

Remove

Address Floor & Suite SF Avail Bldg Contig Rent Status

Property*: 3 Sunset Way & Cactus Garden - Bldg-H

Pending: mm/dd/yyyy

Is Pending

REMOVE

Floor*	Suite	SF Available*	Divisible	Rent* SF/Mo	CAM*
1st	84H	1,810 SF	1,810 SF	$ 0.90	$ 0.20

Service Type*	Use	Availability* Cont. max: All SF...
Triple Net	Office	Available 07/01/2

Term in Years* Negotiable Finished Ceiling Height Existing Build-Out REQUEST UPDATE

	Select ▼	Partial Build-Out ▼
Built Out As	Space Condition	Layout
Select ▼	Select ▼	Select ▼
Private Offices	Workstations	Conference Rooms
#	#	#

Fits # People* Don't Display

5 15

Amenities

Select ▼

Space Notes

Green Valley Commerce Center is located within the Green Valley Business Park. The buildings are multipurpose so the space can be configured in many different ways.

The buildings are very attractive, grounds well maintained showing pride of ownership

315 / 7000 characters used

Space Highlights

e.g. City Views ⊖

ADD HIGHLIGHTS

Space Photos, Floor Plans, Videos & Brochures

Manage Attachments

ADD PHOTOS, FLOOR PLANS, VIDEOS, & BROCHURES
or drag them in.

3 Sunset W... Bldg-H	1st ...	1,537 SF	3,347 SF	--	Active		
3 Sunset W...	1st ...	1,711 SF	1,711 SF	--	Active		⊖

Bldg-H							
3 Sunset W... Bldg A	1st ...	2,308 SF	2,308 SF	--	Active	⧉	⊖
3 Sunset W... Bldg A	1st ...	1,141 SF	1,141 SF	--	Active	⧉	⊖
3 Sunset W... Bldg-G	1st ...	4,249 SF	4,249 SF	--	Active	⧉	⊖
3 Sunset W... Bldg-G	1st ...	5,202 SF	5,202 SF	--	Active	⧉	⊖
5 Longevity... Bldg-E	1st	8,761 SF	8,761 SF	--	Active	⧉	⊖
3 Sunset W... Bldg D	1st ...	4,454 SF	4,454 SF	--	Active	⧉	⊖
3 Sunset W... Bldg B	1st	6,240 SF	6,240 SF	--	Active	⧉	⊖
10 Spaces		**37,413 SF**					

Taxes & Operating Expenses

Year*	Taxes	SF/Yr ▾	Other Expenses	SF/Yr ▾
2020	$		$	

Total

$ 0.20

Park Photos & Videos

Manage Attachments

Brochures & Other Documents

Manage Documents

) BROCHURES & OTHER DOCUMENTS
or drag them in.

Park Details

Business Park Name	Features
Green Valley Commerce Center	Select ▼

Park Description

Green Valley Commerce Center is located within the Green Valley Business Park. The buildings are multipurpose so the space can be configured in many different ways.

The buildings are very attractive, grounds well maintained showing pride of ownership

315 / 7000 characters used

Major Tenants

Show on Listing

Floor	Tenant Name	Industry Type

ADD TENANT

Highlights

Describe the most appealing features of the property.

e.g. Heavy daytime foot traffic ⊖

ADD HIGHLIGHT

Help

Links

Link URL	Link Description	
www.loopnet.com	e.g. LoopNet	⊖

ADD A LINK

Lease Contacts

Select the contacts that will appear on the listing.
Drag contacts to change their order.

Add a Contact From Your Firm

ADD A CONTACT FROM ANOTHER FIRM

Primary Contact ⓘ

Shawn Bidsal
Owner, West Coast Investments, Inc.
(818) 901-8800 (p) | (818) 430-5477 (m) | wcico@yahoo.com
Listing Admins: , EDIT ADMINS

REMOVE

EDIT PROFILE

Additional Contacts

W

EXHIBIT 47

EXHIBIT 47

Ben

From: shawn bidsal <wcico@yahoo.com>
Sent: Wednesday, March 4, 2020 7:53 AM
To: ben@claproperties.com; shawn bidsal <wcico@yahoo.com>
Subject: Re: Green Valley Commerce information

Dear Ben;

i have not heard back from you regarding my last email dated Thursday, February 27. are you planning to come to our office on March 17 or 18 to inspect the green valley documents? if so please indicate who will be coming over?, otherwise, if you are not confirming either dates, i would like to make a travel plan for those dates for myself, i need your confirmation either way by this Friday, March 6 to make proper arrangement for your inspection, please confirm.

Alternatively, if you like, i can mail you the documents, Awaiting your response,

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

On Thursday, February 27, 2020, 05:38:50 PM PST, shawn bidsal <wcico@yahoo.com> wrote:

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

EXHIBIT 48

EXHIBIT 48

From: ben@claproperties.com
Sent: 3/6/2020 4:34:14 PM
To: 'shawn bidsal'
Subject: RE: Green Valley Commerce information

Shawn,

There is no reason to debate the issues. But my failure to review your comments is not intended as, and not an admission that they are correct. The bottom line is that, practically after initiating the buyout, you caused the properties to deteriorate physically and businesswise. You are just trying to make sure no one will improve the condition of the properties. You have unilaterally decided not to continue to list the property with 3rd party brokers and want to show that you are marketing it yourself. I have the right to see who the broker is now and what kind of agreement was written and signed. What qualification West Coast has that other big real estate brokerage firms in Las Vegas and Phoenix do not possess? What was the reason that the last agent canceled the listing? Is West Coast Investment a brokerage house? Who is the licensed broker?

I do want that both properties be listed with a 3rd party broker after my approval of the broker. I also need to have copies of the keys to all suites of both properties. They are not presentable, and I like them to be fixed.

Even if you own a managing company, it does not give you a license to try to mismanage the buildings and the company. You have not kept me in the loop and have not sent me any reports for a long time, Specially, after you initiated the buyout. I have sent you letters but you either did not respond or brought excuses. As I mentioned in my letter, I will hire a property management company to take care of the buildings.

I don't mind you emailing me the documents and reports rather than coming there. I need the following documents and reports to be emailed to me. Please email before March 16, 2020. Please make sure to email and not by mail.

Financial statements for 2019.
Current Rent Roll.
Copies of Contracts with all Vendors
All Listing Agreements including the listing agreement with West Coast Investment if there is any.
The general ledger detail report showing every transactions, deposits and checks.
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.

Ben

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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

EXHIBIT 49

EXHIBIT 49

From: shawn bidsal
Sent: 3/16/2020 4:04:44 PM
To: ben@claproperties.com
Subject: Re: Green Valley Commerce information
Attachments: GVC_GW 2019 Balance Sheet.pdf, GVC_GW 2019 Profit $ Loss.pdf, GVC Balance Sheet 2019.pdf, GVC Profit & Loss 2019.pdf

Ben

i completely disagree with your statements in your email regarding your accusations.

enclosed please find the green valley/green way financials,

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, 04:34:19 PM PST, <ben@claproperties.com> wrote:

Shawn,

There is no reason to debate the issues. But my failure to review your comments is not intended as, and not an admission that they are correct. The bottom line is that, practically after initiating the buyout, you caused the properties to deteriorate physically and businesswise. You are just trying to make sure no one will improve the condition of the properties. You have unilaterally decided not to continue to list the property with 3rd party brokers and want to show that you are marketing it yourself. I have the right to see who the broker is now and what kind of agreement was written and signed. What qualification West Coast has that other big real estate brokerage firms in Las Vegas and Phoenix do not possess? What was the reason that the last agent canceled the listing? Is West Coast Investment a brokerage house? Who is the licensed broker?

I do want that both properties be listed with a 3rd party broker after my approval of the broker. I also need to have copies of the keys to all suites of both properties. They are not presentable, and I like them to be fixed.

EXHIBIT 50

EXHIBIT 50

From: shawn bidsal
Sent: 3/16/2020 4:12:57 PM
To: ben@claproperties.com
Subject: Re: Green Valley Commerce information

Ben

on the matter of listing the properties with 3rd party brokers, as i explained to you, we have listed them and are actively marketing and showing the property, if you like me to list them with 3rd party broker, i will do so. cushman and wakefield is not interested in listing the property. i suggest MDL and Mc menemy real estate group, both are local long term brokerage firms, please let me know who you like to list it with?

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, March 16, 2020, 04:04:44 PM PDT, shawn bidsal <wcico@yahoo.com> wrote:

Ben

i completely disagree with your statements in your email regarding your accusations.

enclosed please find the green valley/green way financials,

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, 04:34:19 PM PST, <ben@claproperties.com> wrote:

Shawn,

EXHIBIT 51

EXHIBIT 51

From: ben@claproperties.com
Sent: 3/18/2020 11:04:59 PM
To: 'shawn bidsal'
Subject: RE: Green Valley Commerce information

Shawn, You have not sent me the documents that I requested in my March 6th email. See the chain bellow for a copy.

There are expenses, improvements and other charges in your statements that I am wondering what they are. That is why I asked you to send me a detail report so that I can find out what they are.

I need the passcode to the online banking.

I need to get all the documents by Mach 20th. If there is any reason for not emailing me the reports and documents please let me know.

Ben

From: shawn bidsal <wcico@yahoo.com>
Sent: Monday, March 16, 2020 4:05 PM
To: ben@claproperties.com
Subject: Re: Green Valley Commerce information

Ben

i completely disagree with your statements in your email regarding your accusations.

enclosed please find the green valley/green way financials,

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, 04:34:19 PM PST, <ben@claproperties.com> wrote

EXHIBIT 52

EXHIBIT 52

From: ben@claproperties.com
Sent: 3/18/2020 10:33:52 PM
To: 'shawn bidsal'
Subject: RE: Green Valley Commerce information

As I have communicated with you before, I like the properties be listed with third parties. Please send me the names and the telephone number of the agent in that MDL Mc Menemy so that I can talk to them.

Ben

From: shawn bidsal <wcico@yahoo.com>
Sent: Monday, March 16, 2020 4:13 PM
To: ben@claproperties.com
Subject: Re: Green Valley Commerce information

Ben

on the matter of listing the properties with 3rd party brokers, as i explained to you, we have listed them and are actively marketing and showing the property, if you like me to list them with 3rd party broker, i will do so. cushman and wakefield is not interested in listing the property. i suggest MDL and Mc menemy real estate group, both are local long term brokerage firms, please let me know who you like to list it with?

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

On Monday, March 16, 2020, 04:04:44 PM PDT, shawn bidsal <wcico@yahoo.com> wrote:

Ben

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enclosed please find the green valley/green way financials,

EXHIBIT 53

EXHIBIT 53

EXHIBIT 54

EXHIBIT 54

From: ben@claproperties.com
Sent: 4/11/2020 9:39:28 PM
To: 'shawn bidsal'
Subject: RE: Green Valley Commerce information

Shawn, Your financials has issues, as requested before, please provide me with the General Ledger Detail Report to better understand these financials.

Ben

From: shawn bidsal <wcico@yahoo.com>
Sent: Monday, March 16, 2020 4:05 PM
To: ben@claproperties.com
Subject: Re: Green Valley Commerce information

Ben

i completely disagree with your statements in your email regarding your accusations

enclosed please find the green valley/green way financials,

Shawn Bidsal
West Coast Investments Inc
14039 Sherman Way, Suite 201
Van Nuys CA 91405
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EXHIBIT 55

EXHIBIT 55

Demand for Arbitration Form (continued)

Instructions for Submittal of Arbitration to JAMS

TO RESPONDENT (PARTY ON WHOM DEMAND FOR ARBITRATION IS MADE)

Add more respondents on page 6.

RESPONDENT NAME Shawn Bidsal
ADDRESS 14309 Sherman Way Boulevard, Suite 201
CITY Van Nuys STATE California ZIP 91405
PHONE 818-901-8800 FAX EMAIL wcico@yahoo.com

RESPONDENT'S REPRESENTATIVE OR ATTORNEY (IF KNOWN)

REPRESENTATIVE/ATTORNEY James E. Shapiro
FIRM/COMPANY Smith & Shapiro
ADDRESS 2520 St. Rose Parkway, Suite 220
CITY Henderson STATE Nevada ZIP 89074
PHONE 702-318-5033 FAX 702-318-5034 EMAIL jshapiro@smithshapiro.com

FROM CLAIMANT

Add more claimants on page 7.

CLAIMANT NAME CLA Properties, LLC
ADDRESS 2801 South Main Street
CITY Los Angeles STATE California ZIP 90007
PHONE 213-718-2416 FAX EMAIL bengol7@yahoo.com

CLAIMANT'S REPRESENTATIVE OR ATTORNEY (IF KNOWN)

REPRESENTATIVE/ATTORNEY (1) Rodney T. Lewin and (2) Louis Garfinkel (info on attached)
FIRM/COMPANY Law Offices Rodney T. Lewin, APC
ADDRESS 8665 Wilshire Boulevard, Suite 210
CITY Beverly Hills STATE California ZIP (90211
PHONE 310-659-6771 FAX 310-659-7354 EMAIL rod@rtlewin.com

Demand for Arbitration Form (continued)

Instructions for Submittal of Arbitration to JAMS

MEDIATION IN ADVANCE OF THE ARBITRATION

☐ If mediation in advance of the arbitration is desired, please check here and a JAMS Case Manager will assist the parties in coordinating a mediation session.

NATURE OF DISPUTE / CLAIMS & RELIEF SOUGHT BY CLAIMANT

CLAIMANT HEREBY DEMANDS THAT YOU SUBMIT THE FOLLOWING DISPUTE TO FINAL AND BINDING ARBITRATION. A MORE DETAILED STATEMENT OF CLAIMS MAY BE ATTACHED IF NEEDED.

Claimant and Respondent are the sole members of Green Valley Commerce, LLC, a Nevada limited liability company ("Green Valley"), each witha 50% membership interest. Green Valley is governed by its Operating Agreement dated June 15, 2011. Article V Section 4 of the Operating Agreement is captioned Purchase or Sell Right among Members. In effect the provisions of Section 4 are buy-sell rights whereby one member can offer to buy out the other (the former called "Offering Member" and the latter called "Remaining Member) at a formulad price based on the fair market value of Green Valley (called "FMV"). The Remaining Member then has the right either (1) to sell at the price based on the FMV stated by Offering Member, (2) demand an appraisal to determine FMV or (3) buy out the Offering Member at the same FMV.

On July 7, 2017 Respondent through his counsel (and there labelled "Offering Member") offered to buy out Claimant (there labelled "Remaining Member") at a price based on $5,000,000 fair maket value of Green Valley (there labelled "FMV"). In a timely fashion Claimant responded (directlly to Respondent) in part that it "elects and exercises its option to purchase your 50% membership interest in the Company on the terms set forth in the July 7, 2017 letter based on your $5,000,000 valuation of the Company." Respondent has refused to sell his interest, but instead has demanded an appraisal to determine FMV.

In fact Section 4.2 in part provides that "If the offered price is not acceptable to the Remaioning Member(s), within 30 days of receiving the offer, the Remaining Members (or any of them) can erquest to establish FMV. . ." It does not provide that the Offering Member can after setting the FMV himself can then demand an appraisal; that was the sole right of the Remaining Member (option (2) above). But Claimiant did not exercise that option. Rather it elected the third option, to buy out Respondent based on the FMV that Respondent established.

Any doubt in this regard is removed by the concluding paragraph of Section 4.2 which states: "The specific intent of this provision is that once the Offering Member preseented 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) . . .In the case that the RemainingMember(s) decide topurchase, then Offering Member shall be obligated to sell his or its Member Intersts to the remaining Member(s)."

AMOUNT IN CONTROVERSY (US DOLLARS) ____________________

Demand for Arbitration Form (continued)

Instructions for Submittal of Arbitration to JAMS

ARBITRATION AGREEMENT

This demand is made pursuant to the arbitration agreement which the parties made as follows. *Please cite location of arbitration provision and attach* *__two copies__* *of entire agreement.*

ARBITRATION PROVISION LOCATION

Article III, Section 14.1 of the Operating Agreement in part states:

"Dispute Resolution. [After providing for possible resolution through representatives which has taken place without success it states] [A]ny controversy, dispute or claim arising out of or rlating in any way to this Agreement or the transactions arising herunder shall be seettled exclusively by arbitration in the City of Las Vegas, Nevada. Such arbitration shall be administered by JAMS in accordance with its then prevailing expeidted 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 con;clusion of the arbitration, the arbitrator shall award costs and expenses (including the costs of the arbiration previously advanced and ~~ten~~ the fees and expenses of attorneys, accountants and other experts) to the prevailing party." (Other details follow within the section.)

RESPONSE

The respondent may file a response and counter-claim to the above-stated claim according to the applicable arbitration rules. ***Send the original response and counter-claim to the claimant at the address stated above with*** ***__two copies__*** ***to JAMS.***

REQUEST FOR HEARING

REQUESTED LOCATION Las Vegas, Nevada

ELECTION FOR EXPEDITED PROCEDURES (IF COMPREHENSIVE RULES APPLY)

See: Comprehensive Rule 16.1

☑ By checking the box to the left, Claimant requests that the Expedited Procedures described in JAMS Comprehensive Rules 16.1 and 16.2 be applied in this matter. Respondent shall indicate not later than seven (7) days from the date this Demand is served whether it agrees to the Expedited Procedures.

SUBMISSION INFORMATION

SIGNATURE

DATE September 26, 2017

NAME (PRINT/TYPED) CLA Properties. LLC, by Rodney T. Lewin, its attorney

ATTACHMENT

The information for Louis Garfinkel is as follows:

Louis E. Garfinkel, Esq.
Nevada Bar No. 3416
Levine, Garfinkel & Eckersley
8880 W. Sunset Road, Suite 390
Las Vegas, NV 89148
Tel: (702) 673-1612
Fax: (702) 735-2198

The relief sought is as follow: Respondent be ordered to transfer his interest in Green Valley Commerce, LLC ("Green Valley") to Claimant upon payment of the price determined in accordance with Section 4 of the Operating Agreement for Green Valley using five million dollars as the fair market value of Green Valley.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 8665 Wilshire Boulevard, Suite 210, Beverly Hills California 90211-2931.

On September 26, 2017, I served the foregoing document described as **DEMAND FOR ARBITRATION FORM** on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

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

Shawn Bidsal
14309 Sherman Way, Suite 201
Van Nuys, California 91405

X **BY MAIL:** I caused such envelope to be deposited in the mail at Beverly Hills, California. The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with the U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after the date of deposit for mailing in affidavit.

___ **VIA OVERNITE EXPRESS** I caused such packages to be placed in the Overnite Express pick up box for overnight delivery.

___ **VIA E-MAIL TO:** ______________________________

___ **BY FACSIMILE.** Pursuant to Rule 2005. The fax number that I used is set forth above. The facsimile machine which was used complied with Rule 2003(3) and no error was reported by the machine. Pursuant to Rule 2005(i), the machine printed a transmission record of the transmission

___ **BY PERSONAL SERVICE** I personally delivered such envelope by hand to the addressee(s).

X **STATE** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

___ **FEDERAL** I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on September 26, 2017 at Beverly Hills, California.

Barbara Silver
Barbara Silver