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**
CLA PROPERTIES LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, Appellant, vs. SHAWN BIDSAL, AN INDIVIDUAL, Respondent.	**No. 86817**

APPELLANT'S APPENDIX

VOLUME 36

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

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276: Order of Affirmance (In Re: Petition of CLA Properties, LLC C/W 80831 Nos. 80427; 80831, *Order of Affirmance*, unpublished Deposition) dated March 17, 2022		35	7976-7981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

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

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

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

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

EXHIBIT "A"

[Description of Property]

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

Exhibit A

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

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

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

LEGAL DESCRIPTION
BLDG - B

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

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

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

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

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

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

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

END OF DESCRIPTION.

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

Exhibit B

vtn nevada
CONSULTING ENGINEERS ● PLANNERS ● SURVEYORS
2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

W.O. 7389
AUGUST 02, 2011
BY: TZ
P.R. BY: TJ

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

LEGAL DESCRIPTION
BLDG - D

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

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

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

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

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

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

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

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

END OF DESCRIPTION.

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

Exhibit C

vtn nevada
CONSULTING ENGINEERS ● PLANNERS ● SURVEYORS
2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

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

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

LEGAL DESCRIPTION
BLDG - A

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

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

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

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

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

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

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

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

END OF DESCRIPTION.

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

Exhibit "D"

vtn nevada
CONSULTING ENGINEERS ● PLANNERS ● SURVEYORS
2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

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

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

LEGAL DESCRIPTION
BLDG - C

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

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

THENCE ALONG THE FOLLOWING THIRTY TWO (32) COURSES:
(1) NORTH 62°13'25" EAST, 10.07 FEET;
(2) SOUTH 72°40'40" EAST, 7.10 FEET;
(3) NORTH 62°14'51" EAST, 19.98 FEET;
(4) NORTH 15°37'50" EAST, 7.00 FEET;
(5) NORTH 61°33'19" EAST, 10.05 FEET;
(6) SOUTH 31°45'33" EAST, 25.03 FEET;
(7) NORTH 62°13'33" EAST, 23.19 FEET;
(8) NORTH 19°31'37" EAST, 8.48 FEET;
(9) NORTH 61°56'13" EAST, 19.14 FEET;
(10) SOUTH 27°49'23" EAST, 20.62 FEET;
(11) NORTH 62°23'44" EAST, 14.94 FEET;
(12) SOUTH 29°25'30" EAST, 4.87 FEET;
(13) NORTH 62°31'50" EAST, 19.95 FEET;
(14) NORTH 16°11'02" EAST, 7.09 FEET;
(15) NORTH 62°20'00" EAST, 10.12 FEET;
(16) SOUTH 27°44'03" EAST, 9.86 FEET;
(17) SOUTH 17°04'26" WEST, 7.14 FEET;
(18) SOUTH 28°11'20" EAST, 10.12 FEET;

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

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

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

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

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

END OF DESCRIPTION.

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

Exhibit "E"

vtn nevada
CONSULTING ENGINEERS ● PLANNERS ● SURVEYORS
2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

W.O. 7389
AUGUST 02, 2011
BY: TZ
P.R. BY: TJ

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

LEGAL DESCRIPTION
BLDG - E

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

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

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

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

(19) SOUTH 45°33'35" EAST, 7.17 FEET;
(20) SOUTH 89°59'02" EAST, 25.11 FEET;
(21) SOUTH 00°03'25" WEST, 5.03 FEET;
(22) SOUTH 89°44'53" EAST, 19.78 FEET;
(23) NORTH 45°25'43" EAST, 7.18 FEET;
(24) SOUTH 89°42'43" EAST, 14.92 FEET;
(25) SOUTH 00°09'49" WEST, 195.22 FEET;
(26) SOUTH 89°46'00" WEST, 10.07 FEET;
(27) NORTH 00°09'39" EAST, 4.99 FEET;
(28) NORTH 89°25'34" WEST, 9.89 FEET;
(29) SOUTH 44°57'36" WEST, 7.17 FEET;
(30) NORTH 89°37'53" WEST, 10.10 FEET TO THE **POINT OF BEGINNING.**

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

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

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

END OF DESCRIPTION.

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

Exhibit "F"

vtn nevada
CONSULTING ENGINEERS ● PLANNERS ● SURVEYORS
2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

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

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

LEGAL DESCRIPTION
BLDG - F

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

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

THENCE ALONG THE FOLLOWING TWENTY FOUR (24) COURSES:
(1) NORTH 89°47'35" WEST, 135.04 FEET;
(2) NORTH 00°04'14" EAST, 64.95 FEET;
(3) NORTH 89°58'58" EAST, 10.04 FEET;
(4) SOUTH 44°13'19" EAST, 7.08 FEET;
(5) SOUTH 89°44'37" EAST, 14.75 FEET;
(6) NORTH 01°03'23" EAST, 10.04 FEET;
(7) NORTH 89°43'34" EAST, 10.04 FEET;
(8) SOUTH 45°37'28" EAST, 7.20 FEET;
(9) SOUTH 89°44'03" EAST, 19.83 FEET;
(10) NORTH 45°13'45" EAST, 7.07 FEET;
(11) SOUTH 89°53'30" EAST, 10.06 FEET;
(12) SOUTH 01°47'37" EAST, 4.98 FEET;
(13) SOUTH 89°42'13" EAST, 9.86 FEET;
(14) SOUTH 45°33'03" EAST, 6.99 FEET;
(15) SOUTH 89°34'35" EAST, 24.75 FEET;
(16) NORTH 00°59'23" EAST, 10.01 FEET;
(17) NORTH 89°52'13" EAST, 10.16 FEET;
(18) SOUTH 00°40'46" EAST, 4.98 FEET;

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

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

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

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

BASIS OF BEARINGS:
NORTH 69°45'21" EAST, BEING THE BEARING ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32, TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY, NEVADA, AS SHOWN ON THAT CERTAIN PLAT KNOWN AS "GREEN VALLEY BUSINESS PARK", ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 25 OF PLATS, AT PAGE 57.

END OF DESCRIPTION.

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

Exhibit "G"

vtn nevada
CONSULTING ENGINEERS ● PLANNERS ● SURVEYORS
2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

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

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

LEGAL DESCRIPTION
BLDG - G

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

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

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

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

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

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

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

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

END OF DESCRIPTION.

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

Exhibit H

vtn nevada
CONSULTING ENGINEERS ● PLANNERS ● SURVEYORS
2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

W.O. 7389
AUGUST 02, 2011
BY: TZ
P.R. BY: TJ

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

LEGAL DESCRIPTION
BLDG - H

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

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

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

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

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

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

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

END OF DESCRIPTION.

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

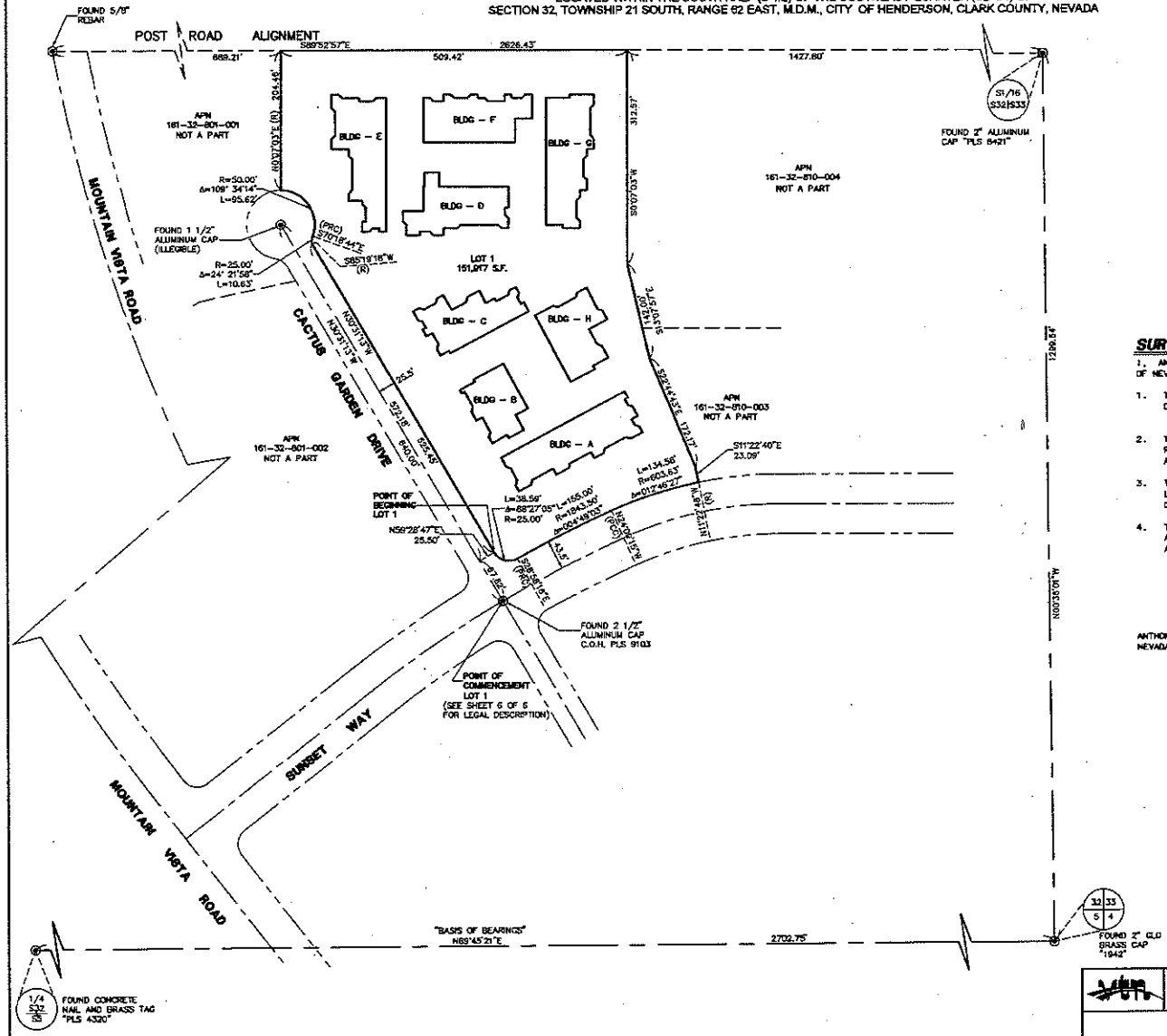
EXHIBIT "B"

[Site Plan] See attached

36A.App.8116

RECORD OF SURVEY

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



SURVEYOR'S CERTIFICATE

I, ANTHONY ZICARI, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, AS AN AGENT FOR VTN NEVADA, CERTIFY THAT:

1. THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF GREEN VALLEY COMMERCE, LLC.
2. THE LANDS SURVEYED LIE WITHIN SECTION 32, TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY, NEVADA, AND THE SURVEY WAS COMPLETED ON AUGUST 01/2011.
3. THIS PLAT COMPLIES WITH THE APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE GOVERNING BODY GAVE ITS FINAL APPROVAL.
4. THE MONUMENTS DEPICTED ON THE PLAT WILL BE OF THE CHARACTER SHOWN AND OCCUPY THE POSITIONS INDICATED AND ARE OF SUFFICIENT NUMBER AND DURABILITY.

ANTHONY ZICARI, P.L.S.
NEVADA LICENSE NO. 11448

STATE OF NEVADA — PROFESSIONAL LAND SURVEYOR — ANTHONY ZICARI — No. 11448 — 10/06/2011

LEGEND

———	PROJECT BOUNDARY LINE
———	PARCEL / BLDG LINE
——— — ———	SECTION LINE
——— — — ———	QUARTER SECTION LINE
——— - - ———	RIGHT-OF-WAY LINE
——— — ———	CENTERLINE
⊕	FOUND MONUMENT AS NOTED
APN	ASSESSORS PARCEL NUMBER
GLO	GENERAL LAND OFFICE
(R)	RADIAL LINE
(PRC)	POINT OF REVERSE CURVE
(PCC)	POINT OF COMPOUND CURVE

BASIS OF BEARINGS

N89°45'21" E – BEING THE BEARING OF THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32, TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY, NEVADA AS SHOWN BY THAT CERTAIN PLAT OF "GREEN VALLEY BUSINESS PARK" ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 25, AT PAGE 57.

COUNTY RECORDER'S NOTE

ANY SUBSEQUENT CHANGES TO THIS MAP SHOULD BE EXAMINED AND MAY BE DETERMINED BY REFERENCE TO THE COUNTY RECORDER'S CUMULATIVE INDEX N.R.S. 278.5665.

VTN NEVADA
CONSULTING ENGINEERS • PLANNERS • LAND SURVEYORS
2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148
(702) 873 - 7500 FAX (702) 362 - 2567

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

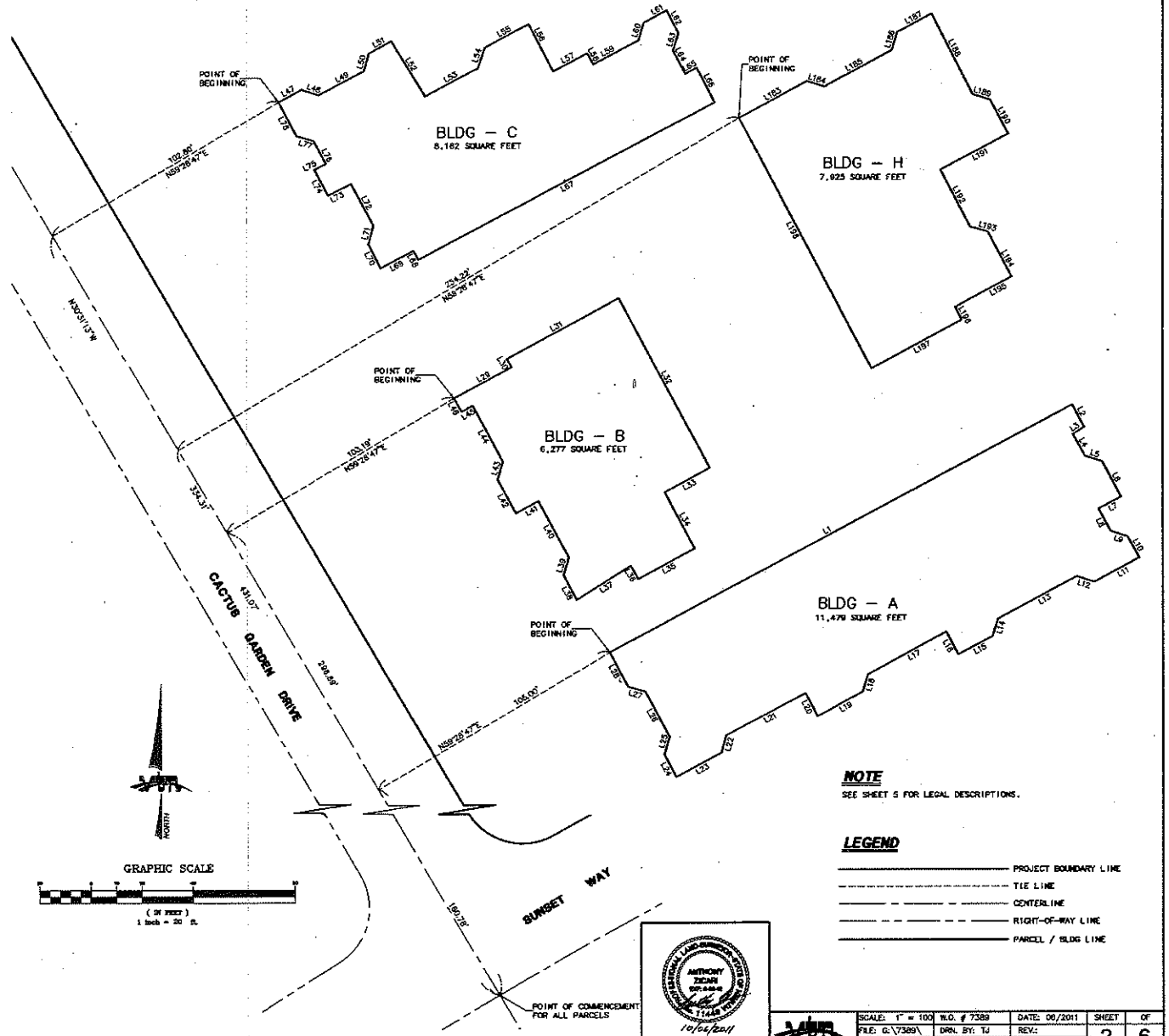
SCALE: N/A	W.O.# 7389	DATE: 08/11	SHEET 1	OF 6
FILE: Q:\7389\	DRN. BY: TJ	REV.:		
7389-ROS.DWG	CKD. BY: TZ			

NO. 00471
FILED AT THE REQUEST OF : VTN
DATED 10/7/11 AT 9:42 AM
FILE 185 PAGE 0007
OF SURVEYS
OFFICIAL RECORDS BOOK,
NO. 20111007
CLARK COUNTY, NEVADA RECORDS
DEBBIE CONWAY, RECORDER
FEE $ 71.00 DEPUTY SMO

185/0007

RECORD OF SURVEY

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



COURSE TABLE		
NO.	BEARING	LENGTH
L1	N62°00'05"E	205.03'
L2	S28°06'13"E	9.94'
L3	S58°16'29"W	5.16'
L4	S28°20'08"E	9.70'
L5	S72°15'07"E	7.15'
L6	S28°06'08"E	15.68'
L7	S62°20'04"W	9.97'
L8	S28°04'28"E	9.85'
L9	S71°49'20"E	7.05'
L10	S29°03'48"E	9.42'
L11	S62°01'01"W	20.13'
L12	N71°57'07"W	7.07'
L13	S61°56'14"W	35.04'
L14	S16°57'27"W	7.08'
L15	S62°17'36"W	15.15'
L16	N28°00'07"W	10.00'
L17	S61°55'11"W	34.89'
L18	S16°29'16"W	7.03'
L19	S61°31'25"W	20.25'
L20	N27°30'38"W	10.19'
L21	S62°05'42"W	35.09'
L22	S15°42'20"W	7.03'
L23	S61°56'12"W	19.98'
L24	N27°33'32"W	9.93'
L25	N16°42'00"E	7.13'
L26	N28°06'06"W	20.05'
L27	N73°56'09"W	7.03'
L28	N27°52'21"W	15.09'
L29	N61°32'43"E	25.50'
L30	N27°56'48"W	3.75'
L31	N61°49'13"E	49.58'
L32	S28°05'54"E	75.04'
L33	S61°40'00"W	19.94'
L34	S27°48'20"E	24.92'
L35	S61°52'43"W	25.04'
L36	N28°51'41"W	5.99'
L37	S57°44'05"W	25.04'
L38	N27°26'58"W	10.95'
L39	N16°41'35"E	7.15'
L40	N28°13'53"W	25.04'
L41	S61°28'38"W	9.97'
L42	N27°56'50"W	14.91'
L43	N15°54'08"E	7.28'
L44	N28°06'18"W	24.89'
L45	S60°40'35"W	5.01'
L46	N28°58'42"W	5.98'
L47	N62°13'25"E	10.07'

COURSE TABLE		
NO.	BEARING	LENGTH
L48	S72°40'40"E	7.10'
L49	N62°14'51"E	19.98'
L50	N15°37'50"E	7.06'
L51	N61°33'19"E	10.05'
L52	S31°45'33"E	25.03'
L53	N62°13'33"E	23.19'
L54	N19°31'57"E	8.48'
L55	N61°56'13"E	19.14'
L56	S27°49'23"E	20.62'
L57	N62°23'44"E	14.94'
L58	S29°26'30"E	4.87'
L59	N62°31'50"E	19.95'
L60	N16°11'02"E	7.09'
L61	N62°20'00"E	10.12'
L62	S27°44'03"E	9.86'
L63	S17°04'26"W	7.14'
L64	S28°11'20"E	10.12'
L65	N61°28'13"E	5.03'
L66	S27°36'45"E	15.07'
L67	S62°03'29"W	130.64'
L68	N29°03'07"W	4.01'
L69	S62°05'58"W	14.47'
L70	N26°56'54"W	10.47'
L71	N14°56'22"E	7.51'
L72	N28°24'29"W	18.43'
L73	S63°04'07"W	10.07'
L74	N27°54'44"W	11.43'
L75	N62°25'21"E	5.09'
L76	N28°12'12"W	10.09'
L77	N74°13'13"W	7.03'
L78	N27°40'55"W	15.05'
L183	N61°52'35"E	30.12'
L184	S72°37'38"E	7.15'
L185	N61°56'00"E	30.04'
L186	N16°32'46"E	7.10'
L187	N61°51'17"E	15.31'
L188	S27°15'52"E	35.10'
L189	S73°35'11"E	7.13'
L190	S27°53'33"E	15.08'
L191	S62°12'04"W	30.01'
L192	S27°49'57"E	25.11'
L193	S74°09'51"E	7.12'
L194	S28°06'41"E	19.80'
L195	S61°50'24"W	24.95'
L196	S26°51'20"E	5.56'
L197	S61°56'03"W	40.01'
L198	N28°03'12"W	110.45'

NOTE

SEE SHEET 5 FOR LEGAL DESCRIPTIONS.

LEGEND

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

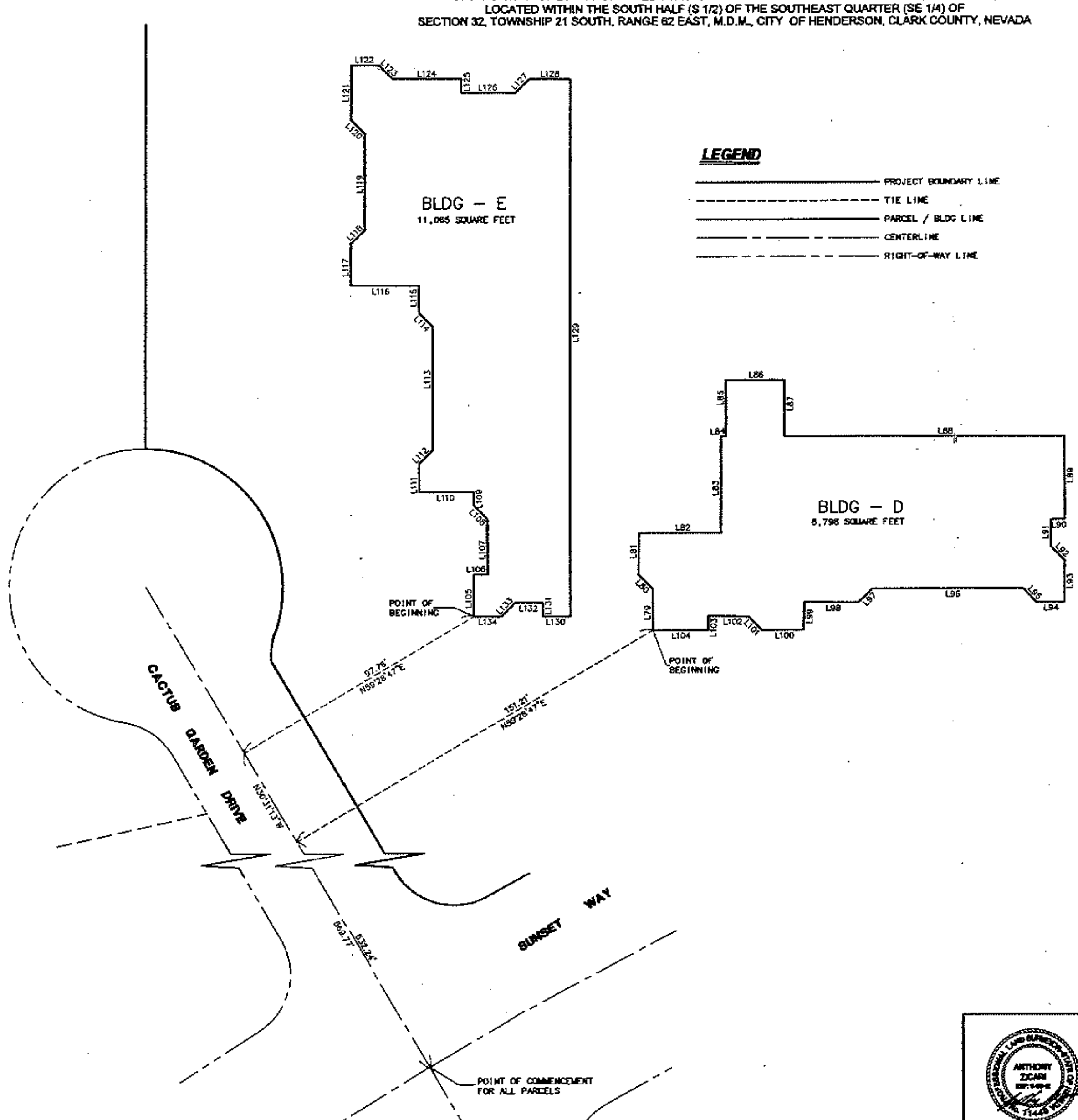
ANTHONY ZICARI
PROFESSIONAL LAND SURVEYOR
11448
STATE OF NEVADA
10/04/2011

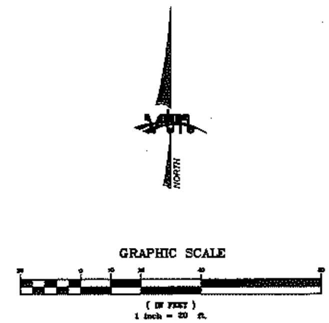
SCALE: 1" = 100	W.O. # 7389	DATE: 06/2011	SHEET	OF
FILE: G:\7389\ 7295-ROS.DWG	DRN. BY: TJ CKD. BY: TZ	REV.: REV.	2	6

185/0007

RECORD OF SURVEY

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





COURSE TABLE		
NO.	BEARING	LENGTH
L79	N0°03'39"E	15.08'
L80	N45°19'42"W	7.16'
L81	N0°43'07"E	15.15'
L82	N89°55'59"E	28.90'
L83	N0°17'15"E	34.89'
L84	N86°00'35"E	1.80'
L85	N0°17'43"E	20.57'
L86	S89°53'52"E	21.33'
L87	S0°07'01"W	20.59'
L88	S89°50'35"E	101.94'
L89	S0°08'13"E	30.15'
L90	S89°35'45"W	5.11'
L91	S0°07'46"E	9.75'
L92	S44°34'54"E	7.07'
L93	S0°28'21"W	15.16'
L94	N89°54'37"W	10.23'
L95	N43°36'37"W	6.97'
L96	N89°54'26"W	55.00'
L97	S45°20'57"W	7.19'
L98	N89°21'22"W	19.67'
L99	S1°31'39"W	10.09'
L100	S89°32'06"W	15.15'
L101	N44°29'58"W	7.12'
L102	N89°10'10"W	14.55'
L103	S3°17'17"W	5.23'
L104	S89°57'15"W	20.05'
L105	N0°09'57"E	15.20'
L106	N89°33'59"E	5.02'

COURSE TABLE		
NO.	BEARING	LENGTH
L107	N0°02'24"E	20.04'
L108	N46°00'30"W	6.75'
L109	N1°51'03"W	5.08'
L110	S89°58'27"W	19.89'
L111	N0°06'24"W	10.20'
L112	N45°46'51"E	7.07'
L113	N0°03'53"E	45.07'
L114	N44°41'25"W	7.06'
L115	N0°19'17"W	9.81'
L116	N89°45'47"W	24.91'
L117	N0°12'04"E	15.11'
L118	N45°33'46"E	7.13'
L119	N0°10'03"E	34.92'
L120	N44°56'16"W	7.15'
L121	N0°15'54"E	20.10'
L122	N89°55'53"E	10.01'
L123	S45°33'35"E	7.17'
L124	S89°59'02"E	25.11'
L125	S0°03'25"W	5.03'
L126	S89°44'53"E	19.76'
L127	N45°25'43"E	7.18'
L128	S89°42'43"E	14.82'
L129	S0°09'49"W	195.22'
L130	S89°46'00"W	10.07'
L131	N0°09'39"E	4.99'
L132	N89°25'34"W	9.89'
L133	S44°57'38"W	7.17'
L134	N89°37'53"W	10.10'

NOTE

SEE SHEET 5 FOR LEGAL DESCRIPTIONS.

PROFESSIONAL LAND SURVEYOR STATE OF NEVADA
ANTHONY ZICARI
10/06/2011

SCALE: 1" = 100'	W.O. # 7389	DATE: 08/2011	SHEET 3	OF 6
FILE: G:\7389\ 7295-ROS.DWG	DRN. BY: TJ	REV.:		
	CKD. BY: TZ	REV.		

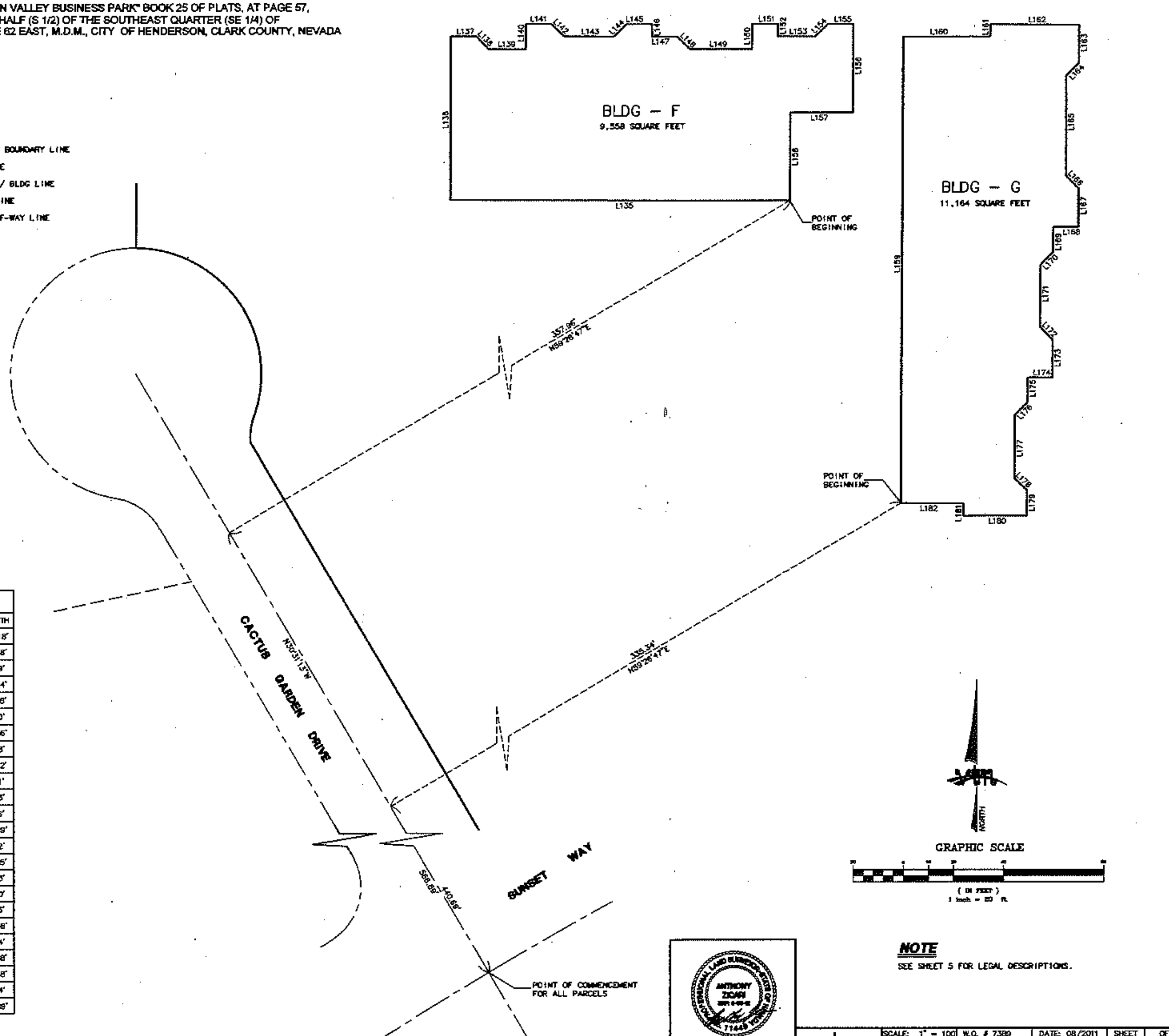
185 / 0007

RECORD OF SURVEY

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

LEGEND

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



COURSE TABLE

NO.	BEARING	LENGTH
L135	N89°47'35"W	135.04'
L136	N0°04'14"E	64.95'
L137	N89°58'58"E	10.04'
L138	S44°13'19"E	7.08'
L139	S89°44'37"E	14.75'
L140	N1°03'25"E	10.04'
L141	N89°43'34"E	10.04'
L142	S45°37'28"E	7.20'
L143	S89°44'03"E	19.83'
L144	N45°13'45"E	7.07'
L145	S89°53'30"E	10.08'
L146	S1°47'37"E	4.98'
L147	S89°42'13"E	9.86'
L148	S45°33'03"E	6.99'
L149	S89°34'35"E	24.75'
L150	N0°59'25"E	10.01'
L151	N89°52'13"E	10.16'
L152	S0°40'46"E	4.98'
L153	S89°42'17"E	14.75'
L154	N45°33'50"E	7.18'
L155	S89°24'34"E	10.19'
L156	S0°14'49"W	35.04'
L157	S89°52'01"W	24.96'
L158	S0°15'10"W	34.92'

COURSE TABLE

NO.	BEARING	LENGTH
L159	N0°10'34"E	185.18'
L160	N89°52'22"E	34.68'
L161	N1°17'24"E	4.89'
L162	S89°48'24"E	35.24'
L163	S0°07'59"W	15.06'
L164	S45°15'12"W	7.20'
L165	S0°05'26"E	39.86'
L166	S44°36'18"E	6.98'
L167	S0°02'16"W	15.22'
L168	S89°58'16"W	9.91'
L169	S0°06'14"W	9.93'
L170	S45°13'56"W	7.16'
L171	S0°09'40"W	24.89'
L172	S44°28'01"E	7.22'
L173	S0°08'44"W	14.95'
L174	N89°44'25"W	9.93'
L175	S0°19'48"W	9.90'
L176	S45°01'22"W	7.13'
L177	S0°21'37"W	24.98'
L178	S45°31'24"E	7.04'
L179	S0°32'04"W	10.08'
L180	S89°54'08"W	25.18'
L181	N0°07'48"W	4.84'
L182	N89°29'20"W	24.89'

NOTE

SEE SHEET 5 FOR LEGAL DESCRIPTIONS.

PROFESSIONAL LAND SURVEYOR STATE OF NEVADA — ANTHONY ZICARI — 11449
10/06/2011

SCALE: 1" = 100	W.O. # 7389	DATE: 08/2011	SHEET	OF
FILE: G:\7389\	DRN. BY: TJ	REV.:	4	6
7295-ROS.DWG	CKD. BY: TZ	REV.		

185/0007

RECORD OF SURVEY

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

BLDG – A

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

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

THENCE ALONG THE FOLLOWING TWENTY EIGHT (28) COURSES:
(1) NORTH 62°00'05" EAST, 205.03 FEET;
(2) SOUTH 28°06'13" EAST, 9.94 FEET;
(3) SOUTH 58°16'29" WEST, 5.16 FEET;
(4) SOUTH 28°20'08" EAST, 9.70 FEET;
(5) SOUTH 72°15'07" EAST, 7.15 FEET;
(6) SOUTH 28°08'08" EAST, 15.68 FEET;
(7) SOUTH 62°20'04" WEST, 9.97 FEET;
(8) SOUTH 28°04'28" EAST, 9.85 FEET;
(9) SOUTH 71°49'20" EAST, 7.05 FEET;
(10) SOUTH 29°03'48" EAST, 9.42 FEET;
(11) SOUTH 62°01'01" WEST, 20.13 FEET;
(12) NORTH 71°57'07" WEST, 7.07 FEET;
(13) SOUTH 61°56'14" WEST, 35.04 FEET;
(14) SOUTH 16°57'27" WEST, 7.08 FEET;
(15) SOUTH 62°17'36" WEST, 15.15 FEET;
(16) NORTH 28°00'07" WEST, 10.00 FEET;
(17) SOUTH 61°55'11" WEST, 34.89 FEET;
(18) SOUTH 16°29'18" WEST, 7.03 FEET;
(19) SOUTH 61°31'25" WEST, 20.25 FEET;
(20) NORTH 27°30'58" WEST, 10.19 FEET;
(21) SOUTH 62°05'42" WEST, 35.09 FEET;
(22) SOUTH 15°42'20" WEST, 7.03 FEET;
(23) SOUTH 61°56'12" WEST, 19.98 FEET;
(24) NORTH 27°33'32" WEST, 9.93 FEET;
(25) NORTH 16°42'00" EAST, 7.13 FEET;
(26) NORTH 28°06'06" WEST, 20.05 FEET;
(27) NORTH 73°56'09" WEST, 7.03 FEET;
(28) NORTH 27°52'21" WEST, 15.09 FEET TO THE **POINT OF BEGINNING.**

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

BLDG – B

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

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

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

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

BLDG – C

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

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

THENCE ALONG THE FOLLOWING THIRTY TWO (32) COURSES:
(1) NORTH 62°13'25" EAST, 10.07 FEET;
(2) SOUTH 72°40'40" EAST, 7.10 FEET;
(3) NORTH 62°14'51" EAST, 19.98 FEET;
(4) NORTH 15°37'50" EAST, 7.00 FEET;
(5) NORTH 61°33'19" EAST, 10.05 FEET;
(6) SOUTH 31°45'33" EAST, 25.03 FEET;
(7) NORTH 62°13'33" EAST, 23.19 FEET;
(8) NORTH 19°31'37" EAST, 8.48 FEET;
(9) NORTH 61°56'13" EAST, 19.14 FEET;
(10) SOUTH 27°49'23" EAST, 20.82 FEET;
(11) NORTH 62°23'44" EAST, 14.94 FEET;
(12) SOUTH 29°25'30" EAST, 4.87 FEET;
(13) NORTH 62°31'50" EAST, 19.95 FEET;
(14) NORTH 16°11'02" EAST, 7.09 FEET;
(15) NORTH 62°20'00" EAST, 10.12 FEET;
(16) SOUTH 27°44'03" EAST, 9.86 FEET;
(17) SOUTH 17°04'26" WEST, 7.14 FEET;
(18) SOUTH 28°11'20" EAST, 10.12 FEET;
(19) NORTH 61°29'13" EAST, 5.03 FEET;
(20) SOUTH 27°36'45" EAST, 15.07 FEET;
(21) SOUTH 62°03'29" WEST, 130.64 FEET;
(22) NORTH 29°03'07" WEST, 4.01 FEET;
(23) SOUTH 62°05'58" WEST, 14.47 FEET;
(24) NORTH 26°59'54" WEST, 10.47 FEET;
(25) NORTH 14°58'22" EAST, 7.51 FEET;
(26) NORTH 28°24'29" WEST, 18.43 FEET;
(27) SOUTH 63°04'07" WEST, 10.07 FEET;
(28) NORTH 27°54'44" WEST, 11.43 FEET;
(29) NORTH 62°25'21" EAST, 5.09 FEET;
(30) NORTH 28°12'12" WEST, 10.09 FEET;
(31) NORTH 74°13'13" WEST, 7.03 FEET;
(32) NORTH 27°40'55" WEST, 15.05 FEET TO THE **POINT OF BEGINNING.**

CONTAINING: 8,162 SQUARE FEET, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

BLDG – D

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

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

THENCE ALONG THE FOLLOWING TWENTY SIX (26) COURSES:
(1) NORTH 00°03'39" EAST, 15.08 FEET;
(2) NORTH 45°19'42" WEST, 7.16 FEET;
(3) NORTH 00°43'07" EAST, 15.15 FEET;
(4) NORTH 89°55'59" EAST, 29.90 FEET;
(5) NORTH 00°17'15" EAST, 34.89 FEET;
(6) NORTH 88°00'35" EAST, 1.80 FEET;
(7) NORTH 00°17'43" EAST, 20.57 FEET;
(8) SOUTH 89°53'52" EAST, 21.33 FEET;
(9) SOUTH 00°07'01" WEST, 20.59 FEET;
(10) SOUTH 89°50'35" EAST, 101.94 FEET;
(11) SOUTH 00°08'13" EAST, 30.15 FEET;
(12) SOUTH 89°35'45" WEST, 5.11 FEET;
(13) SOUTH 00°07'46" EAST, 9.75 FEET;
(14) SOUTH 44°34'54" EAST, 7.07 FEET;
(15) SOUTH 00°28'21" WEST, 15.16 FEET;
(16) NORTH 89°54'37" WEST, 10.23 FEET;
(17) NORTH 43°36'37" WEST, 6.97 FEET;
(18) NORTH 89°54'26" WEST, 55.00 FEET;
(19) SOUTH 45°20'57" WEST, 7.19 FEET;
(20) NORTH 89°21'22" WEST, 19.67 FEET;
(21) SOUTH 01°31'39" WEST, 10.09 FEET;
(22) SOUTH 89°32'06" WEST, 15.15 FEET;
(23) NORTH 44°29'58" WEST, 7.12 FEET;
(24) NORTH 89°10'10" WEST, 14.55 FEET;
(25) SOUTH 03°17'17" WEST, 5.23 FEET;
(26) SOUTH 89°57'15" WEST, 20.05 FEET TO THE **POINT OF BEGINNING.**

CONTAINING: 6,798 SQUARE FEET, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

BLDG – E

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

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

THENCE ALONG THE FOLLOWING THIRTY (30) COURSES:
(1) NORTH 00°09'57" EAST, 15.20 FEET;
(2) NORTH 89°33'59" EAST, 5.02 FEET;
(3) NORTH 00°02'24" EAST, 20.04 FEET;
(4) NORTH 46°00'30" WEST, 6.75 FEET;
(5) NORTH 01°51'03" WEST, 5.08 FEET;
(6) SOUTH 89°58'27" WEST, 19.89 FEET;
(7) NORTH 00°06'24" WEST, 10.20 FEET;
(8) NORTH 45°48'51" EAST, 7.07 FEET;
(9) NORTH 00°03'53" EAST, 45.07 FEET;
(10) NORTH 44°41'25" WEST, 7.06 FEET;
(11) NORTH 00°19'17" WEST, 9.81 FEET;
(12) NORTH 89°45'47" WEST, 24.91 FEET;
(13) NORTH 00°12'04" EAST, 15.11 FEET;
(14) NORTH 45°33'46" EAST, 7.13 FEET;
(15) NORTH 00°10'03" EAST, 34.92 FEET;
(16) NORTH 44°56'16" WEST, 7.15 FEET;
(17) NORTH 00°15'54" EAST, 20.10 FEET;
(18) NORTH 89°56'53" EAST, 10.01 FEET;
(19) SOUTH 45°33'35" EAST, 7.17 FEET;
(20) SOUTH 89°59'02" EAST, 25.11 FEET;
(21) SOUTH 00°03'25" WEST, 5.03 FEET;
(22) SOUTH 89°44'53" EAST, 19.78 FEET;
(23) NORTH 45°25'43" EAST, 7.18 FEET;
(24) SOUTH 89°42'43" EAST, 14.92 FEET;
(25) SOUTH 00°09'49" WEST, 195.22 FEET;
(26) SOUTH 89°46'00" WEST, 10.07 FEET;
(27) NORTH 00°09'39" EAST, 4.99 FEET;
(28) NORTH 89°25'34" WEST, 9.89 FEET;
(29) SOUTH 44°57'38" WEST, 7.17 FEET;
(30) NORTH 89°37'53" WEST, 10.10 FEET TO THE **POINT OF BEGINNING.**

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

BLDG – F

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

COMMENCING AT CENTERLINE INTERSECTION OF SUNSET WAY AND CACTUS GARDEN DRIVE (FORMERLY KNOWN AS BUSTER BROWN DRIVE) BEING MARKED BY A 2 1/2 INCH ALUMINUM CAP STAMPED PLS 9103; THENCE NORTH 30°31'13" WEST ALONG THE CENTERLINE OF SAID CACTUS GARDEN DRIVE, 566.89 FEET; THENCE NORTH 59°28'47" EAST DEPARTING SAID CENTERLINE, 357.98 FEET TO THE **POINT OF BEGINNING;**

THENCE ALONG THE FOLLOWING TWENTY FOUR (24) COURSES:
(1) NORTH 89°47'35" WEST, 135.04 FEET;
(2) NORTH 00°04'14" EAST, 64.95 FEET;
(3) NORTH 89°58'58" EAST, 10.04 FEET;
(4) SOUTH 44°13'19" EAST, 7.08 FEET;
(5) SOUTH 89°44'37" EAST, 14.75 FEET;
(6) NORTH 01°03'23" EAST, 10.04 FEET;
(7) NORTH 88°43'34" EAST, 10.04 FEET;
(8) SOUTH 45°37'28" EAST, 7.20 FEET;
(9) SOUTH 89°44'03" EAST, 19.83 FEET;
(10) NORTH 45°13'45" EAST, 7.07 FEET;
(11) SOUTH 89°53'30" EAST, 10.06 FEET;
(12) SOUTH 01°47'37" EAST, 4.98 FEET;
(13) SOUTH 89°42'13" EAST, 9.86 FEET;
(14) SOUTH 45°33'03" EAST, 6.99 FEET;
(15) SOUTH 89°34'35" EAST, 24.75 FEET;
(16) NORTH 00°59'23" EAST, 10.01 FEET;
(17) NORTH 89°52'13" EAST, 10.16 FEET;
(18) SOUTH 00°40'46" EAST, 4.98 FEET;
(19) SOUTH 89°42'17" EAST, 14.75 FEET;
(20) NORTH 45°33'50" EAST, 7.18 FEET;
(21) SOUTH 89°24'34" EAST, 10.19 FEET;
(22) SOUTH 00°14'49" WEST, 35.04 FEET;
(23) SOUTH 89°52'01" WEST, 24.96 FEET;
(24) SOUTH 00°15'10" WEST, 34.92 FEET TO THE **POINT OF BEGINNING.**

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

BLDG – G

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

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

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

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

BLDG – H

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

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

THENCE ALONG THE FOLLOWING SIXTEEN (16) COURSES:
(1) NORTH 61°52'35" EAST, 30.12 FEET;
(2) SOUTH 72°37'38" EAST, 7.15 FEET;
(3) NORTH 61°56'00" EAST, 30.04 FEET;
(4) NORTH 16°32'46" EAST, 7.10 FEET;
(5) NORTH 61°31'17" EAST, 15.31 FEET;
(6) SOUTH 27°15'52" EAST, 35.10 FEET;
(7) SOUTH 73°35'11" EAST, 7.13 FEET;
(8) SOUTH 27°53'33" EAST, 15.08 FEET;
(9) SOUTH 62°12'04" WEST, 30.01 FEET;
(10) SOUTH 27°49'57" EAST, 25.11 FEET;
(11) SOUTH 74°09'51" EAST, 7.12 FEET;
(12) SOUTH 28°08'41" EAST, 19.80 FEET;
(13) SOUTH 61°50'24" WEST, 24.95 FEET;
(14) SOUTH 26°31'20" EAST, 5.56 FEET;
(15) SOUTH 61°59'03" WEST, 40.01 FEET;
(16) NORTH 28°03'12" WEST, 110.43 FEET TO THE **POINT OF BEGINNING.**

CONTAINING: 7,825 SQUARE FEET, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

ANTHONY
10/04/2011

SCALE: 1" = 100	W.O. # 7389	DATE: 08/2011	SHEET	OF
FILE: G:\7389\	DRN. BY: TJ	REV.:	5	6
7295-ROS.DWG	CKD. BY: TZ	REV.		

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RECORD OF SURVEY

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

LOT 1

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

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

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY AS FOLLOWS: NORTH 30°31'13" WEST, 525.45 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 85°19'16" WEST; THENCE NORTHEASTERLY, 10.63 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°21'58" TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 70°18'44" EAST; THENCE NORTHWESTERLY, 95.62 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 109°34'14" TO THE WESTERLY BOUNDARY OF SAID "GREEN VALLEY BUSINESS PARK" COMMERCIAL SUBDIVISION; THENCE NORTH 00°07'03" EAST, RADIALLY FROM SAID 50.00 FOOT RADIUS CURVE AND DEPARTING SAID RIGHT-OF-WAY AND ALONG SAID WESTERLY BOUNDARY, 204.46 FEET; THENCE SOUTH 89°52'57" EAST ALONG THE NORTH BOUNDARY OF SAID COMMERCIAL SUBDIVISION, 509.42 FEET TO THE NORTHEAST CORNER OF PARCEL 1 AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED NOVEMBER 30, 1999 AT THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA IN BOOK 991130, INSTRUMENT NUMBER 00002;

[illegible]

EXCEPTING THEREFROM, THE FOLLOWING EIGHT (8) PARCELS:

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

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

THENCE ALONG THE FOLLOWING TWENTY EIGHT (28) COURSES:
(1) NORTH 62°00'05" EAST, 205.03 FEET;
(2) SOUTH 28°06'13" EAST, 9.94 FEET;
(3) SOUTH 58°16'29" WEST, 5.16 FEET;
(4) SOUTH 28°20'08" EAST, 9.70 FEET;
(5) SOUTH 72°15'07" EAST, 7.15 FEET;
(6) SOUTH 28°08'08" EAST, 15.68 FEET;
(7) SOUTH 62°20'04" WEST, 9.97 FEET;
(8) SOUTH 28°04'28" EAST, 9.85 FEET;
(9) SOUTH 71°49'20" EAST, 7.05 FEET;
(10) SOUTH 29°03'48" EAST, 9.42 FEET;
(11) SOUTH 62°01'01" WEST, 20.13 FEET;
(12) NORTH 71°57'07" WEST, 7.07 FEET;
(13) SOUTH 61°56'14" WEST, 35.04 FEET;
(14) SOUTH 16°57'27" WEST, 7.08 FEET;
(15) SOUTH 62°17'36" WEST, 15.15 FEET;
(16) NORTH 28°00'07" WEST, 10.00 FEET;
(17) SOUTH 61°55'11" WEST, 34.89 FEET;
(18) SOUTH 16°29'16" WEST, 7.03 FEET;
(19) SOUTH 61°31'25" WEST, 20.25 FEET;
(20) NORTH 27°30'38" WEST, 10.19 FEET;
(21) SOUTH 62°05'42" WEST, 35.09 FEET;
(22) SOUTH 15°42'20" WEST, 7.03 FEET;
(23) SOUTH 61°56'12" WEST, 19.98 FEET;
(24) NORTH 27°33'32" WEST, 9.93 FEET;
(25) NORTH 16°42'00" EAST, 7.13 FEET;
(26) NORTH 28°06'06" WEST, 20.05 FEET;
(27) NORTH 73°56'09" WEST, 7.03 FEET;
(28) NORTH 27°52'21" WEST, 15.09 FEET TO THE **POINT OF BEGINNING**.

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

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

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

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

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

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

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

THENCE ALONG THE FOLLOWING THIRTY TWO (32) COURSES:
(1) NORTH 62°13'25" EAST, 10.07 FEET;
(2) SOUTH 72°40'40" EAST, 7.10 FEET;
(3) NORTH 62°14'51" EAST, 19.98 FEET;
(4) NORTH 15°37'50" EAST, 7.00 FEET;
(5) NORTH 61°33'19" EAST, 10.05 FEET;
(6) SOUTH 31°45'33" EAST, 25.03 FEET;
(7) NORTH 62°13'33" EAST, 23.19 FEET;
(8) NORTH 19°31'37" EAST, 8.48 FEET;
(9) NORTH 61°56'13" EAST, 19.14 FEET;
(10) SOUTH 27°49'23" EAST, 20.62 FEET;
(11) NORTH 62°23'44" EAST, 14.94 FEET;
(12) SOUTH 29°25'30" EAST, 4.87 FEET;
(13) NORTH 62°31'50" EAST, 19.95 FEET;
(14) NORTH 16°11'02" EAST, 7.09 FEET;
(15) NORTH 62°20'00" EAST, 10.12 FEET;
(16) SOUTH 27°44'03" EAST, 9.86 FEET;
(17) SOUTH 17°04'26" WEST, 7.14 FEET;
(18) SOUTH 28°11'20" EAST, 10.12 FEET;
(19) NORTH 61°29'13" EAST, 5.03 FEET;
(20) SOUTH 27°38'45" EAST, 15.07 FEET;
(21) SOUTH 62°03'29" WEST, 130.64 FEET;
(22) NORTH 29°03'07" WEST, 4.01 FEET;
(23) SOUTH 62°05'58" WEST, 14.47 FEET;
(24) NORTH 26°59'54" WEST, 10.47 FEET;
(25) NORTH 14°58'22" EAST, 7.51 FEET;
(26) NORTH 25°24'29" WEST, 16.43 FEET;
(27) SOUTH 63°04'07" WEST, 10.07 FEET;
(28) NORTH 27°54'44" WEST, 11.43 FEET;
(29) NORTH 62°25'21" EAST, 5.09 FEET;
(30) NORTH 28°12'12" WEST, 10.09 FEET;
(31) NORTH 74°13'13" WEST, 7.03 FEET;
(32) NORTH 27°40'55" WEST, 15.05 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 8,162 SQUARE FEET, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

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

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

THENCE ALONG THE FOLLOWING TWENTY SIX (26) COURSES:
(1) NORTH 00°03'39" EAST, 15.08 FEET;
(2) NORTH 45°19'42" WEST, 7.16 FEET;
(3) NORTH 00°43'07" EAST, 15.15 FEET;
(4) NORTH 89°56'59" EAST, 29.90 FEET;
(5) NORTH 00°17'15" EAST, 34.89 FEET;
(6) NORTH 86°00'35" EAST, 1.80 FEET;
(7) NORTH 00°17'43" EAST, 20.57 FEET;
(8) SOUTH 89°53'52" EAST, 21.33 FEET;
(9) SOUTH 00°07'01" WEST, 20.59 FEET;
(10) SOUTH 89°50'35" EAST, 101.94 FEET;
(11) SOUTH 00°08'13" EAST, 30.15 FEET;
(12) SOUTH 89°35'45" WEST, 5.11 FEET;
(13) SOUTH 00°07'46" EAST, 9.75 FEET;
(14) SOUTH 44°34'54" EAST, 7.07 FEET;
(15) SOUTH 00°28'21" WEST, 15.16 FEET;
(16) NORTH 89°54'37" WEST, 10.23 FEET;
(17) NORTH 43°36'37" WEST, 6.97 FEET;
(18) NORTH 89°54'26" WEST, 55.00 FEET;
(19) SOUTH 45°20'57" WEST, 7.19 FEET;
(20) NORTH 89°21'22" WEST, 19.67 FEET;
(21) SOUTH 01°31'39" WEST, 10.09 FEET;
(22) SOUTH 89°32'06" WEST, 15.15 FEET;
(23) NORTH 44°29'58" WEST, 7.12 FEET;
(24) NORTH 89°10'10" WEST, 14.55 FEET;
(25) SOUTH 03°17'17" WEST, 5.23 FEET;
(26) SOUTH 89°57'15" WEST, 20.05 FEET TO THE **POINT OF BEGINNING**.

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

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

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

THENCE ALONG THE FOLLOWING THIRTY (30) COURSES:
(1) NORTH 00°09'57" EAST, 15.20 FEET;
(2) NORTH 89°33'59" EAST, 5.02 FEET;
(3) NORTH 00°02'24" EAST, 20.04 FEET;
(4) NORTH 46°00'30" WEST, 8.75 FEET;
(5) NORTH 01°51'03" WEST, 5.08 FEET;
(6) SOUTH 89°58'27" WEST, 19.89 FEET;
(7) NORTH 00°06'24" WEST, 10.20 FEET;
(8) NORTH 45°48'51" EAST, 7.07 FEET;
(9) NORTH 00°03'53" EAST, 45.07 FEET;
(10) NORTH 44°41'25" WEST, 7.06 FEET;
(11) NORTH 00°19'17" WEST, 9.81 FEET;
(12) NORTH 89°45'47" WEST, 24.91 FEET;
(13) NORTH 00°12'04" EAST, 15.11 FEET;
(14) NORTH 45°33'46" EAST, 7.13 FEET;
(15) NORTH 00°10'03" EAST, 34.92 FEET;
(16) NORTH 44°56'16" WEST, 7.15 FEET;
(17) NORTH 00°15'54" EAST, 20.10 FEET;
(18) NORTH 89°55'53" EAST, 10.01 FEET;
(19) SOUTH 45°33'35" EAST, 7.17 FEET;
(20) SOUTH 89°59'02" EAST, 25.11 FEET;
(21) SOUTH 00°03'25" WEST, 5.03 FEET;
(22) SOUTH 89°44'53" EAST, 19.78 FEET;
(23) NORTH 45°25'43" EAST, 7.18 FEET;
(24) SOUTH 89°42'43" EAST, 14.92 FEET;
(25) SOUTH 00°09'49" WEST, 195.22 FEET;
(26) SOUTH 89°46'00" WEST, 10.07 FEET;
(27) NORTH 00°09'39" EAST, 4.99 FEET;
(28) NORTH 89°25'34" WEST, 9.89 FEET;
(29) SOUTH 44°57'38" WEST, 7.17 FEET;
(30) NORTH 89°37'53" WEST, 10.10 FEET TO THE **POINT OF BEGINNING**.

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

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

COMMENCING AT CENTERLINE INTERSECTION OF SUNSET WAY AND CACTUS GARDEN DRIVE (FORMERLY KNOWN AS BUSTER BROWN DRIVE) BEING MARKED BY A 2 1/2 INCH ALUMINUM CAP STAMPED PLS 9103; THENCE NORTH 30°31'13" WEST ALONG THE CENTERLINE OF SAID CACTUS GARDEN DRIVE, 566.60 FEET; THENCE NORTH 59°28'47" EAST DEPARTING SAID CENTERLINE, 357.96 FEET TO THE **POINT OF BEGINNING**;

THENCE ALONG THE FOLLOWING TWENTY FOUR (24) COURSES:
(1) NORTH 89°47'35" WEST, 135.04 FEET;
(2) NORTH 00°04'14" EAST, 64.95 FEET;
(3) NORTH 89°58'56" EAST, 10.04 FEET;
(4) SOUTH 44°13'19" EAST, 7.08 FEET;
(5) SOUTH 89°44'37" EAST, 14.75 FEET;
(6) NORTH 01°03'23" EAST, 10.04 FEET;
(7) NORTH 89°43'34" EAST, 10.04 FEET;
(8) SOUTH 45°37'28" EAST, 7.20 FEET;
(9) SOUTH 89°44'03" EAST, 19.63 FEET;
(10) NORTH 45°13'45" EAST, 7.07 FEET;
(11) SOUTH 89°53'30" EAST, 10.06 FEET;
(12) SOUTH 01°47'37" EAST, 4.98 FEET;
(13) SOUTH 89°42'13" EAST, 9.86 FEET;
(14) SOUTH 45°33'03" EAST, 6.99 FEET;
(15) SOUTH 89°34'35" EAST, 24.75 FEET;
(16) NORTH 00°59'23" EAST, 10.01 FEET;
(17) NORTH 89°32'13" EAST, 10.16 FEET;
(18) SOUTH 00°40'46" EAST, 4.98 FEET;
(19) SOUTH 89°42'17" EAST, 14.75 FEET;
(20) NORTH 45°33'50" EAST, 7.18 FEET;
(21) SOUTH 89°24'34" EAST, 10.19 FEET;
(22) SOUTH 00°14'49" WEST, 35.04 FEET;
(23) SOUTH 89°32'01" WEST, 24.96 FEET;
(24) SOUTH 00°15'10" WEST, 34.92 FEET TO THE **POINT OF BEGINNING**.

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

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

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

THENCE ALONG THE FOLLOWING TWENTY FOUR (24) COURSES:
(1) NORTH 00°10'34" EAST, 185.16 FEET;
(2) NORTH 89°52'22" EAST, 34.68 FEET;
(3) NORTH 01°17'24" EAST, 4.89 FEET;
(4) SOUTH 89°48'24" EAST, 35.24 FEET;
(5) SOUTH 00°07'59" WEST, 15.08 FEET;
(6) SOUTH 45°15'12" WEST, 7.20 FEET;
(7) SOUTH 00°05'26" EAST, 39.86 FEET;
(8) SOUTH 44°36'18" EAST, 6.98 FEET;
(9) SOUTH 00°02'16" WEST, 15.22 FEET;
(10) SOUTH 89°58'16" WEST, 9.91 FEET;
(11) SOUTH 00°06'14" WEST, 9.93 FEET;
(12) SOUTH 45°13'56" WEST, 7.16 FEET;
(13) SOUTH 00°09'40" WEST, 24.89 FEET;
(14) SOUTH 44°28'01" EAST, 7.22 FEET;
(15) SOUTH 00°08'44" WEST, 14.95 FEET;
(16) NORTH 89°44'25" WEST, 9.93 FEET;
(17) SOUTH 00°19'48" WEST, 9.90 FEET;
(18) SOUTH 45°01'22" WEST, 7.13 FEET;
(19) SOUTH 00°21'37" WEST, 24.98 FEET;
(20) SOUTH 45°31'24" EAST, 7.04 FEET;
(21) SOUTH 00°32'04" WEST, 10.08 FEET;
(22) SOUTH 89°54'08" WEST, 25.18 FEET;
(23) NORTH 00°07'49" WEST, 4.84 FEET;
(24) NORTH 89°29'20" WEST, 24.89 FEET TO THE **POINT OF BEGINNING**.

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

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

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

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

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

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

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

SCALE: 1" = 100'	W.O. # 7389	DATE: 08/2011	SHEET	OF
FILE: G:\7389\	DRN. BY: TJ	REV.:	6	6
7295-ROS.DWG	CKD. BY: TZ	REV.		

185/0007

EXHIBIT "C"

[Description of Common Area] See attached

vtn nevada
CONSULTING ENGINEERS ● PLANNERS ● SURVEYORS
2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

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AUGUST 02, 2011
BY: TZ
P.R. BY: TJ
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EXPLANATION: THIS LEGAL DESCRIBES A PARCEL OF LAND GENERALLY LOCATED NORTHEASTERLY OF SUNSET WAY AND CACTUS GARDEN DRIVE.

LEGAL DESCRIPTION
LOT 1

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

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

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

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

EXCEPTING THEREFROM, THE FOLLOWING EIGHT (8) PARCELS:

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

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

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

LEGAL DESCRIPTION CONTINUED LOT 1
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PAGE 3 OF 10

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

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

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

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

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

(17) SOUTH 60°40'35" WEST, 5.01 FEET;
(18) NORTH 28°58'42" WEST, 5.98 FEET TO THE **POINT OF BEGINNING.**

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

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

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

THENCE ALONG THE FOLLOWING THIRTY TWO (32) COURSES:
(1) NORTH 62°13'25" EAST, 10.07 FEET;
(2) SOUTH 72°40'40" EAST, 7.10 FEET;
(3) NORTH 62°14'51" EAST, 19.98 FEET;
(4) NORTH 15°37'50" EAST, 7.00 FEET;
(5) NORTH 61°33'19" EAST, 10.05 FEET;
(6) SOUTH 31°45'33" EAST, 25.03 FEET;
(7) NORTH 62°13'33" EAST, 23.19 FEET;
(8) NORTH 19°31'37" EAST, 8.48 FEET;
(9) NORTH 61°56'13" EAST, 19.14 FEET;
(10) SOUTH 27°49'23" EAST, 20.62 FEET;
(11) NORTH 62°23'44" EAST, 14.94 FEET;
(12) SOUTH 29°25'30" EAST, 4.87 FEET;
(13) NORTH 62°31'50" EAST, 19.95 FEET;
(14) NORTH 16°11'02" EAST, 7.09 FEET;
(15) NORTH 62°20'00" EAST, 10.12 FEET;
(16) SOUTH 27°44'03" EAST, 9.86 FEET;
(17) SOUTH 17°04'26" WEST, 7.14 FEET;
(18) SOUTH 28°11'20" EAST, 10.12 FEET;
(19) NORTH 61°29'13" EAST, 5.03 FEET;
(20) SOUTH 27°36'45" EAST, 15.07 FEET;
(21) SOUTH 62°03'29" WEST, 130.64 FEET;
(22) NORTH 29°03'07" WEST, 4.01 FEET;
(23) SOUTH 62°05'58" WEST, 14.47 FEET;
(24) NORTH 26°59'54" WEST, 10.47 FEET;
(25) NORTH 14°58'22" EAST, 7.51 FEET;
(26) NORTH 28°24'29" WEST, 18.43 FEET;
(27) SOUTH 63°04'07" WEST, 10.07 FEET;
(28) NORTH 27°54'44" WEST, 11.43 FEET;
(29) NORTH 62°25'21" EAST, 5.09 FEET;

LEGAL DESCRIPTION CONTINUED LOT 1
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AUGUST 02, 2011
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(30) NORTH 28°12'12" WEST, 10.09 FEET;
(31) NORTH 74°13'13" WEST, 7.03 FEET;
(32) NORTH 27°40'55" WEST, 15.05 FEET TO THE **POINT OF BEGINNING.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BLDG - G

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

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

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

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

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

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

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

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

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

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

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

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

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

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

END OF DESCRIPTION.

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

EXHIBIT "D"

[Allocation of Certain Covered Parking Spaces]

NONE

EXHIBIT 8

EXHIBIT 8

Nevada Title Company

SELLER'S CLOSING STATEMENT
Final

(1)

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

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

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

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

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

DESCRIPTION	DEBITS	CREDITS
TOTAL CONSIDERATION		1,025,000.00
PRORATIONS/ADJUSTMENTS:		
Property Tax @ 4,501.35 per 1 year(s) 9/10/2012 to 7/01/2013		3,638.61
September Rents & CAMs @ 11,191.74 per 1 month(s) 9/01/2012 to 9/10/2012		3,357.52
Association Dues @ 229.96 per 1 month(s) 9/10/2012 to 1/01/2013		850.85
COMMISSION(S):		
Listing Broker: Millennium Commercial Properties	20,500.00	
Selling Broker: Best Realty Finders	30,750.00	
TITLE CHARGES		
Owner's Premium for 1,025,000.00: Nevada Title Company	973.75	
RPTT Fee: Nevada Title Company	5,227.50	
Recording fees CC&Rs: Nevada Title Company	123.00	
Record CC&Rs + Reconveyance: Nevada Title Company	93.00	
ESCROW CHARGES TO: Nevada Title Company		
Escrow Fee	620.50	
Federal Express Fee	30.00	
Loan/Exchange Tie - In fees	150.00	
LENDER CHARGES		
New to Green Valley Commerce, LLC, a Nevada limited liability company:	75,000.00	
ADDITIONAL DISBURSEMENTS:		
Exchange Fee: Investment Property Exchange Services, Inc.	750.00	
BALANCE DUE YOU	393,629.23	
TOTALS	1,032,846.98	1,032,846.98

Green Valley Commerce, LLC (1 and 3 Sunset Way, Building C)
Carry back note - $75,000, Secured by Deed of Trust
Robert Darall and Richard Toussaint, Vendee (2 Saints, LLC)
Shawn Bidsal and Benjamin Golshani, Vedor (Green Valley Commerce, LLC)

Loan Amount : $75,000
Interest Begin date : 9/10/2012
First Payment date : 10/10/12
Last Payment date : 9/10/2013
Interest Rate : 6.0%
Payment method : Monthly

Payment Number	Payment Due Date	Payment Amount	Interest Paid	Principal Paid	Unpaid Interest	Principal Balance
Beg balance						$75,000.00
1	10/10/2012	$6,454.98	$375.00	$6,079.98	$0.00	68,920.02
2	11/10/2012	6,454.98	344.00	6,110.38	0.00	62,809.64
3	12/10/2012	6,454.98	314.05	6,140.93	0.00	56,668.71
4	1/10/2013	6,454.98	283.34	6,171.64	0.00	50,497.07
5	2/10/2013	6,454.98	252.49	6,202.49	0.00	44,294.58
6	3/10/2013	6,454.98	221.47	6,233.51	0.00	38,061.07
7	4/10/2013	6,454.98	190.31	6,264.67	0.00	31,796.40

(2) 43,203.60

(2)

4/16/2013

36A.App.8136

EXHIBIT 9

EXHIBIT 9

OPERATING AGREEMENT

Of

Green Valley Commerce, LLC
A Nevada limited liability company

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

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

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

Article I.
DEFINITIONS

Section 01 Defined Terms

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

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

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

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

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

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

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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 AND DEADLOCK

Section 01 Place of Meetings.

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

Section 02 Annual Meetings.

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

Section 03 Special Meetings.

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

Section 04 Action in Lieu of Meeting.

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

Section 05 Notice.

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

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

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

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

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

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

Section 06 Waiver of Notice.

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

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

Section 07 Presiding Officials.

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

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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 %90 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.

Section 14. Deadlock.

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

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

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

Article IV.
MANAGEMENT

Section 01 Management.

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

Section 02 Rights, Powers and Obligations of Management.

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

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

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(a) To deal in leasing, development and contracting of services for improvement of the properties owned subject to both Managers executing written authorization of each expense or payment exceeding $ 20,000;

(b) To prosecute, defend and settle lawsuits and claims and to handle matters with governmental agencies;

(c) To open, maintain and close bank accounts and banking services for the Limited Liability Company.

(d) To incur and pay all legal, accounting, independent financial consulting, litigation and other fees and expenses as the Management may deem necessary or appropriate for carrying on and performing the powers and authorities herein conferred.

(e) To execute and deliver any contracts, agreements, instruments or documents necessary, advisable or appropriate to evidence any of the transactions specified above or contemplated hereby and on behalf of the Limited Liability Company to exercise Limited Liability Company rights and perform Limited Liability Company obligations under any such agreements, contracts, instruments or documents;

(f) To exercise for and on behalf of the Limited Liability Company all the General Powers granted by law to the Limited Liability Company;

(g) To take such other action as the Management deems necessary and appropriate to carry out the purposes of the Limited Liability Company or this Agreement; and

(h) Manager shall not pledge, mortgage, sell or transfer any assets of the Limited Liability Company without the affirmative vote of at least ninety percent in Interest of the Members.

Section 03 Removal.

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

Article V.
MEMBERSHIP INTEREST

Section 01 Contribution to Capital.

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The Member contributions to the capital of the Limited Liability Company wholly or partly, by cash, by personal property, or by real property, or servic unanimous consent of the Members, other forms of contributions to capital of a l company authorized by law may he authorized or approved. Upon receipt of the to contribution to capital, the contribution shall be declared and taken to be full paid ___ further call, nor shall the holder thereof be liable for any further payments on account of that contribution. Members may be subject to additional contributions to capital as determined by the unanimous approval of Members.

Section 02 Transfer or Assignment of Membership Interest.

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

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

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

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

Section 4. Purchase or Sell Right among Members.

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

Section 4.1 Definitions

Offering Member means the member who offers to purchase the Membership Interest(s) of the Remaining Member(s). "Remaining Members" means the Members who received an offer (from Offering Member) to sell their shares.
"COP" means "cost of purchase" as it specified in the escrow closing statement at the time of purchase of each property owned by the Company.
"Seller" means the Member that accepts the offer to sell his or its Membership Interest.
"FMV" means "fair market value" obtained as specified in section 4.2

Section 4.2 Purchase or Sell Procedure.

Any Member ("Offering Member") may give notice to the Remaining Member(s) that he or it is ready, willing and able to purchase the Remaining Members' Interests for a price the Offering

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Member thinks is the fair market value. The terms to be all cash and close escrow within 30 days of the acceptance.

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

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

(FMV – COP) 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.

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

Section 6. Addition of New Members.

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

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

DISTRIBUTION OF PROFITS

Section 03 Qualifications and Conditions.

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

Section 04 Record Date.

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

Section 05 Participation in Distribution of Profit.

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

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

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

Section 07 Date of Payment of Distribution of Profit.

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

Article VI.
ISSUANCE OF MEMBERSHIP INTEREST CERTIFICATES

Section 01 Issuance of Certificate of Interest.

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

Section 02 Transfer of Certificate of Interest.

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

Section 03 Lost, Stolen or Destroyed Certificates.

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

(a) makes proof by affidavit, in form and substance satisfactory to the Management, that a previously issued Certificate has been lost, destroyed or stolen;

(b) requests the issuance of a new Certificate before the Company has notice that the Certificate has been acquired by a purchaser for value in good faith and without notice of an adverse claim;

(c) Satisfies any other reasonable requirements imposed by the Management.

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

Article VII.
AMENDMENTS

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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.
COVENANTS WITH RESPECT TO, INDEBTEDNESS, OPERATIONS, AND FUNDAMENTAL CHANGES

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

Section 01 Title to Company Property.

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

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

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

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Article X.
MISCELLANEOUS

a. Fiscal Year.

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

b. Financial Statements; Statements of Account.

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

c. Events Requiring Dissolution.

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

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

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d. Choice of Law.

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

e. Severability.

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

f. Successors and Assigns.

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

g. Non-waiver.

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

h. Captions.

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

i. Counterparts.

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

j. Definition of Words.

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

k. Membership.

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

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 there from, to be liable to the Company or for amounts paid in settlement to the Company, unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

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

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

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

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

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

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

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

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

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ARTICLE XII
INVESTMENT REPRESENTATIONS; PRIVATE OFFERING EXEMPTION

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

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

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

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

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

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

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

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

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

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

ARTICLE XIII

Preparation of Agreement.

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

(A) The Members have been advised by the Law Firm that a conflict of interest would exist among the Members and the Company as the Law Firm is representing the Company and not any individual members, and

(B) The Members have been advised by the Law Firm to seek the advice of independent counsel; and

(C) The Members have been represented by independent counsel or have had the opportunity to seek such representation; and

(D) The Law Firm has not given any advice or made any representations to the Members with respect to any consequences of this Agreement; and

(E) The Members have been advised that the terms and provisions of this Agreement may have tax consequences and the Members have been advised by the Law Firm to seek independent counsel with respect thereto; and

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

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

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Member:

Shawn Bidsal, Member

CLA Properties, LLC

by _____

Benjamin Golshani, Manager

Manager/Management:

Shawn Bidsal, Manager

Benjamin Golshami, Manager

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TAX PROVISIONS

EXHIBIT A

1.1 Capital Accounts.

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

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

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

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

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

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

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

5

ALLOCATION OF PROFITS AND LOSSES; TAX AND ACCOUNTING MATTERS

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

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

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

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

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

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

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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

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

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

5.3 **Tax Status and Returns**.

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

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

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

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

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EXHIBIT B

Member's Percentage Interest		Member's Capital Contributions
Shawn Bidsal	50%	$ 1,215,000_____(30% of capital)_
CLA Properties, LLC	50%	$ 2,834,250_____ (70% of capital)_

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

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

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

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

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

Losses shall be allocated according to Capital Accounts.

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

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

BC

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EXHIBIT 10

EXHIBIT 10

1st. 3 years → Total Amortization — ₤ 1,025,000.00

Cost of Sale — 126,370.77

Net Proceeds — 898,629.23

Cost to buy — 844,560.18 — 56,560.18 - Closing cost

Cost to Acquire Grunway Village — 790,000.00

Net Gain — 52,069.05

Add monthly Payment Principal — 43,203.60

Total Gain - Return of Capital — (A) 95,272.65

Returning Capital → 30% — Shawn — 28,581.79

→ 70% — Ben — 66,690.86

95,272.65

4/22/2013

Benjamin Golshani/CLA Properties,LLC **66,690.86

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

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

Return of Capital

Benjamin Golshani/CLA Properties,LLC		4/22/2013	
	Return of Capital - Benjamin Golshani		66,690.86

Bldg C

Green Valley Commer Return of Capital 66,690.86

Benjamin Golshani/CLA Properties,LLC		4/22/2013	
	Return of Capital - Benjamin Golshani		66,690.86

Green Valley Commer Return of Capital 66,690.86

4/22/2013

Shahram Bidsal **28,581.79

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

Shahram Bidsal

Return of Capital

Shahram Bidsal	Return of Capital - Shahram Bidsal	4/22/2013	28,581.79

Bldg C

Green Valley Commer	Return of Capital		28,581.79
Shahram Bidsal	Return of Capital - Shahram Bidsal	4/22/2013	28,581.79
Green Valley Commer	Return of Capital		28,581.79

EXHIBIT 11

EXHIBIT 11

Nevada Title Company

SELLER'S CLOSING STATEMENT
Final

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

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

Buyer/Borrower: LIUID Holdings, LLC, a Nevada limited liability company

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

Property: 3 Sunset Way, Bldg. E, Henderson, NV 89074

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

Final Closing Statement - Please retain for Income Taxes.

EXHIBIT 12

EXHIBIT 12

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

11/17/2014

Benjamin Golshani/Gol LLC **335,894.09

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

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

Return of Capital

Benjamin Golshani/Gol LLC		11/17/2014	
	Sale of Building E		335,894.09

Green Valley Commer	Return of Capital		335,894.09

Benjamin Golshani/Gol LLC		11/17/2014	
	Sale of Building E		335,894.09

Green Valley Commer	Return of Capital		335,894.09

11/17/2014

Shahram Bidsal **143,954.61

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

Shahram Bidsal

Return of Capital

Shahram Bidsal	Sale of Building E	11/17/2014	143,954.61
Green Valley Commer	Return of Capital		143,954.61
Shahram Bidsal	Sale of Building E	11/17/2014	143,954.61
Green Valley Commer	Return of Capital		143,954.61

EXHIBIT 13

EXHIBIT 13

Seller's Settlement Statement

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

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

	Seller Debit	Seller Credit
Financial Consideration		
Contract sales price		617,760.00
Prorations/Adjustments		
County taxes @ 3138.52 annually 08/28/15 - 07/01/16		2,641.59
Commissions		
Commission paid at settlement	30,888.00	
Listing agent commission to Commerce | Cushman and Wakefield 617,760.00 @ 2.50% = 15,444.00		
Selling agent commission to Shamile Touche NV 617,760.00 @ 2.50% = 15,444.00		
Escrow Charges		
Escrow Fees - Commercial to Nevada Title Company	613.50	
Title Charges		
Owner's title insurance to Nevada Title Company	1,728.90	
Policies issued: Owners Policy Coverage: 617,760.00 1,728.90		
Recording Charges		
City/County tax/stamps to Nevada Title Company	3,151.80	
Subtotals	36,382.20	620,401.59
Balance Due TO Seller	584,019.39	
TOTALS	620,401.59	620,401.59

EXHIBIT 14

EXHIBIT 14

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 15

EXHIBIT 15

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

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

RANDALL A. SPENCER*
RICHARD D. AGAY
MICHAEL Y. 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

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)

BIDSAL000034

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 16

EXHIBIT 16

KLS 58

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 Remaining Member(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 ~~teh~~ 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

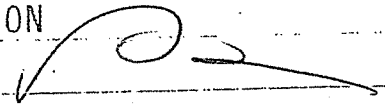
REQUESTED LOCATION Las Vegas, Nevada

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

36A.App.8190

EXHIBIT 17

EXHIBIT 17

JAMS ARBITRATION NO. 1260004569

CLA PROPERTIES, LLC,
Claimant and Counter-Respondent,

vs.

SHAWN BIDSAL,
Respondent and Counterclaimant.

FINAL AWARD

THE UNDERSIGNED ARBITRATOR, having been duly designated to be the Arbitrator in accordance with the arbitration provision of Article III, Section 14.1 of the Operating Agreement, dated June 15, 2011, of Green Valley Commerce, LLC, a Nevada LLC ("Green Valley"), based on careful consideration of the evidence adduced during and following the May 8-9, 2018 evidentiary sessions of the Merits Hearing of the Arbitration Hearing of this arbitration, applicable law, the written submissions of the parties, and good cause appearing, makes the following findings of fact, conclusions of law and determinations ("determinations") and this Final Award ("Award"), as follows.

DETERMINATIONS

1. The determinations in this Award are the determinations by the Arbitrator, which the Arbitrator has determined to be true, correct, necessary and/or appropriate for purposes of this Award. To the extent that the Arbitrator's determinations differ from any party's positions, that is the result of determinations as to relevance, burden of proof considerations, the weighing of the evidence, etc.

To the extent, if any, that any determinations set forth in this Award are inconsistent or otherwise at variance with any prior determination in the Interim Award, Merits Order No. 1 or any prior order or ruling of the Arbitrator, the determination(s) in this Award shall govern and prevail in each and every such instance.

/////

I
JURISDICTION, PARTIES, AND MERITS ORDER NO. 1

2. Pursuant to Rule 11(b) of the JAMS Comprehensive Arbitration Rules and Procedures --- which govern this arbitration and which Rules the Arbitrator has the authority and discretion to exercise, as here[1] --- the Arbitrator has the jurisdiction and has exercised his jurisdiction to determine his arbitral jurisdiction, which has been determined to be as follows:

The Arbitrator has and has had continuing jurisdiction over the subject matter and over the parties to the arbitration, who/which are Claimant and Counter- Respondent CLA Properties, LLC, a California limited liability company ("CLA") and Respondent and Counterclaimant Sharam Bidsal, also known as Shawn Bidsal, an individual. ("Mr. Bidsal').

CLA has been represented by the Law Offices of Rodney T. Lewin and Rodney T. Lewin, Esq. and Richard D. Agay, Esq. of that firm, whose address is 8665 Wilshire Blvd., Ste. 210, Beverly Hills, CA 90211-2931, and Levine, Garfinkel & Eckersely and Louis E. Garfinkel, Esq. of that firm, whose address is 1671 W. Horizon Ridge Pkwy, Ste. 220, Henderson, NV 89012.

Mr. Bidsal has been represented by Smith & Shapiro, PLLC and James E. Shapiro, Esq. of that firm, whose address is 2222 E. Seren Ave., Ste. 130, Henderson, NV 89074, and Goodkin & Lynch, LLP and Daniel L. Goodkin, Esq. of that firm, whose address is 1800 Century Park East, 10th Fl., Los Angeles, CA 90067.

On October 10, 2018, the Arbitrator rendered and JAMS issued Merits Order No. 1, and on February 22, 2019, the Arbitrator rendered and JAMS issued the Interim Award in this arbitration. The Interim Award and Merits Order No. 1 contained the Arbitrator's determinations and written decision as to relief to be granted and denied, based on the evidence adduced evidentiary sessions of the Merits Hearing of the Arbitration Hearing held on May 8-9, 2018,[2]

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[1] JAMS Comprehensive Arbitration Rule 11(b) provides as follows:
"Jurisdictional and arbitrability disputes, including disputes over the formation, existence, validity, interpretation or scope of the agreement under which Arbitration is sought, and who are proper Parties to the Arbitration, shall be submitted to and ruled on by the Arbitrator. Unless the relevant law requires otherwise, the Arbitrator has the authority to determine jurisdiction and arbitrability issues as a preliminary matter."

[2] The evidentiary sessions of the Merits Hearing were held in Las Vegas, Nevada, at the insistence of Mr. Bidsal, notwithstanding that the individual principals (including Mr. Bidsal), CLA's lead counsel and the Arbitrator are residents of Southern California.

applicable law, and extensive post-evidentiary submissions of the parties. One of the determinations was and remains that CLA is the prevailing party in this arbitration.

March 7, 2019 is hereby declared to be the date for last briefs in this arbitration and the date as of which the Arbitrator hereby declares the Arbitration Hearing (including the Merits Hearing thereof) closed. See JAMS Comprehensive Arbitration Rule 24(h).

The Arbitrator shall continue to maintain jurisdiction over the parties concerning the subject matter of this arbitration until the last day permitted by law and JAMS Comprehensive Arbitration Rules & Procedures.

II
FACTUAL CONTEXT

3. CLA and Mr. Bidsal are the sole members of Green Valley, LLC, a Nevada limited liability company ("Green Valley"), which owns and manages real property in Las Vegas, Nevada. At all relevant times, CLA and Mr. Bidsal have each owned a 50% Membership interest in Green Valley. CLA is wholly and solely owned by its principal, Benjamin Golshani ("Mr. Golshani").

4. Mr. Golshani on behalf of CLA and Mr. Bidsal executed an Operating Agreement for Green Valley, dated June 15, 2011. Exhibit 29. Section 4 of Article V of that Operating Agreement, captioned "Purchase or Sell Rights among Members" ("Section 4"), contains provisions permitting one member of Green Valley to initiate the purchase or sale of one member's interest by the other. Those Section 4 provisions were referred to by the parties and their joint attorney, David LeGrand, as "forced buy/sell" and "Dutch auction," whereby one of the members (designated as the "Offering Member") can offer to buy out the interest of the other based upon a valuation of the fair market value of the LLC set by the Offering Member in the offer. The other member (designated as the "Remaining Member") is then given the option to either buy or sell using the Offering Member's valuation, or the Remaining Member can demand an appraisal.

On July 7, 2017, Mr. Bidsal sent CLA a Section 4 written offer to buy CLA's 50% Green Valley membership interest, based on a "best estimate" valuation of $5 million. On August 3, 2017 --- via timely Section 4 notice, in response to Mr. Bidsal's July 7 offer --- CLA elected to buy rather than sell a 50% Green Valley membership interest --- i.e., Mr. Bidsal's --- based upon Mr. Bidsal's $5 million valuation, and thus without a requested appraisal. On August 7, 2017

--- response to CLA's election --- Mr. Bidsal refused to sell his Green Valley membership interest to CLA based on his $5 million valuation, and "invoke[d] his right to establish the FMV by appraisal,"[3] "in accordance with Article V, Section 4 of the Company's Operating Agreement."

III
"CORE" ARBITRATION ISSUE

5. While this arbitration --- as briefed, tried, argued and resolved as a business/legal dispute thusly involving "pure" issues of contractual interpretation --- is also, significantly, a contentious, intra-familial dispute. Messrs. Bidsal and Golshani are first cousins, as well as each effectively owning 50% Membership Interests in Green Valley.

6. Mr. Bidsal contended that if CLA elected to buy his 50% Membership Interest rather than sell, Mr. Bidsal had the right to demand that the "FMV" portion of the Section 4 formula for determining price must be determined by an appraisal. CLA contended upon its election to purchase rather than sell, it has the right to purchase Mr. Bidsal's fifty percent (50%) Membership based upon the valuation made by Mr. Bidsal, as the Offering Member, and that the FMV portion of the Section 4 formula to determine price must be the same amount as set forth in Mr. Bidsal's offer, i.e. $5 million, and that Mr. Bidsal should be ordered to transfer his Membership Interest based thereupon.

6. Thus, the "core" of the parties' dispute is whether or not Mr. Bidsal contractually agreed to sell, and can be legally compelled to sell, his 50% Membership Interest in Green Valley to CLA at a price computed via a contractual formula not in dispute, based on Mr. Bidsal's undisputed $5 million "best estimate" of Green Valley's fair market valuation, as stated in Mr. Bidsal's July 7, 2017 written offer to purchase CLA's 50% Membership Interest in Green Valley --- without regard to a formal appraisal of Green Valley, which Mr. Bidsal has contended that the parties agreed that he had a contractual right to demand as a "counteroffered seller" under Section 4.2 of the Green Valley Operating Agreement.

---

[3] The formula in Section 4 for determining price is stated twice, once if sale is by Remaining Member and once if sale is by Offering member. But whether the membership interest is sold by the Remaining Member or by the Offering Member, the formula for determining the price is the same, except that the identity of the selling Member, Remaining Member or Offering Member, is included: "(FMV - COP) x 0.5 plus capital contribution of the [selling] Member at the time of purchasing the property minus prorated liabilities."

7. Despite conflicting testimony and impeachment on cross-examination on both sides,[4] the evidence presented during the evidentiary sessions materially assisted the Arbitrator in reaching the interpretative determinations set forth in this Award concerning the pivotal "buy-sell" provisions set forth in Section 4.2 of the Green Valley Operating Agreement --- which, as a result of collective drafting over a six-month period, was not a model of clarity, which precluded the granting of both sides' Rule 18 cross-motions, based on Section 4.2.

8. The "forced buy-sell" agreement, or so-called "Dutch auction," is common among partners in business entities like partnerships, joint ventures, LLC's, close corporations --- a primary purpose of which is to impose fairness and discipline among partners considering maneuvering, via pre-agreed procedures and consequences. If not careful and fair, the Dutch auction imposes a risk of one "overplaying one's hand" --- such that an intended buyer might end up becoming an unintended seller, at a price below, possibly well below, the price at which the partner was motivated to buy the same Membership Interest, under the "buy-sell" procedures which he/she/it initiated. If the provisions work, as intended, the result might not be expertly authoritative or precise, but nevertheless a form of cost-effective "rough justice," when one partner "pulls the trigger" on separation, by initiating Section 4.2 procedures.

9. As amplified below, the parties' dispute and this arbitration have been a result and expression of "seller's remorse" by Mr. Bidsal --- after having initiated Section 4.2 procedures, of which he was the principal draftsman,[5] in the belief that, after the completion of those procedures, he would be the buyer of the other 50% Membership Interest in Green Valley, based on his "best estimate of the [then] current fair market value of the Company," for calculation of the buy-out price, using the formula set out in Section 4.2.

---

[4] Neither of the parties' Rule 18 positions that Section 4.2 of the Green Valley Operating Agreement unambiguously supported the asserting side's position on contractual interpretation was sustained after briefing and argument during an in-person hearing on the parties' cross-motions. The Rule 18 denials and the inability of the parties to reach requisite stipulations, following the Rule 18 hearing, required the in-person evidentiary sessions of the Merits Hearing --- which sessions were held on May 8-9, 2018 in Las Vegas, Nevada. The evidence adduced during those evidentiary sessions corroborated the Arbitrator's experience that trial of issues raised earlier in Rule 18 motions --- including via cross-examination of witnesses, which the Arbitrator regards as an engine of truth --- often results in the emergence of new and/or changed facts and circumstances which bear on resolution of what were Rule 18 issues.

[5] While not dispositive, per se, the Arbitrator has materially determined that Mr. Bidsal controlled the final drafting of the Green Valley Commerce, LLC Operating Agreement, and thus should be deemed the principal drafter of Section 4.2 of that agreement.

10. As also amplified below, CLA Properties is the prevailing party on the merits of the parties' contentions in this Merits Hearing, based on the Arbitrator's principal contractual interpretation determinations that:

A. The clear, specific and express "specific intent" language of the last paragraph of Section 4.2 prevails over any earlier ambiguities about the contracting parties' Section 4.2 rights and obligations.

B. Mr. Bidsal's testimony, arguments and position in support of his having contractual appraisal rights appear to be "outcome determinative" in his favor. That is, they do not, as they apparently cannot, be logically applied in all instances contemplated by the Section 4.2 "buy-sell" provision, beyond the situation in which he was placed by Mr. Golshani's August 3, 2017 Section 4.2 response --- specifically, for example, in instances in which CLA either would have (1) timely accepted Mr. Bidsal's July 7, 2017 Section 4.2 offer to buy CLA's 50% Membership Interest in Green Valley or (2) deliberately, inadvertently or otherwise failed to timely or otherwise properly respond to that offer within the 30-day time limit set under Section 4.2. CLA's testimony, arguments and position in support of its contractual interpretation of the operative provisions of Section 4.2 not only are based on and consistent with the Section 4.2's "specific intent" language, they can be logically applied in all instances contemplated by the Section 4.2 "buy-sell" provision --- including beyond the situation created by the July 7/August 3 Section 4.2 written offer/response of the parties, which gave rise to the parties' dispute and this arbitration.

C. Mr. Bidsal contractually agreed to sell and can be legally compelled to sell and transfer his fifty percent (50%) Membership Interest in Green Valley to CLA at a price computed via the contractual formula set forth in Section 4.2 of the Green Valley Operating Agreement, based on Mr. Bidsal's undisputed $5 million "best estimate" of Green Valley's fair market valuation, as stated in Mr. Bidsal's July 7, 2017 offer.

11. In a dispute between litigating partners or other parties, the testimony of third-party witnesses becomes important. That is especially so, when the third-party witness is unbiased and the drafting lawyer was jointly representing the contracting parties in connection with the preparation of the underlying contract in suit. David LeGrand was that lawyer, and the substance of his testimony is essentially the same as, and thus corroborates, CLA's contentions, supported by the testimony of CLA's principal, Mr. Golshani. Mr. LeGrand was not shown to be biased for or against either side in this matter. On cross-examination and on redirect, Mr. LeGrand testified that he had performed legal work for Mr. Golshani for a number of years, including during August 2017, but not recently, and that he had been asked to do legal work by

Mr. Bidsal within about six months of his testimony, and shortly prior to his deposition in connection with this arbitration, but that Mr. LeGrand was too busy to take on Mr. Bidsal's legal work.

12. A portion of Mr. LeGrand's deposition testimony --- which was read into the evidentiary session record, during Mr. LeGrand's hearing testimony on May 9, 2018 --- was that, at Mr. Golshani's instance, Messrs. Bidsal and Golshani agreed to a "forced buy-sell" in lieu of a right of first refusal for inclusion in the Green Valley Operating Agreement. Although he attempted to take back or resist his prior use of the word "forced" at hearing, Mr. LeGrand understood "buy-sell" to mean that an offeree partner, presented with an offer under the "buy-sell" provision of the LLC Operating Agreement, has (A) the option to buy or sell at the price offered by the other/offeror member and (B) the contractual right to compel performance of that option, including at the price stated in offeror member's offer. That testimony is consistent with the "specific intent" language of Section 4.2 which Mr. LeGrand specially drafted, and which reads as follows:

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

13. That "specific intent" language is express, specific and could not be more clear as to these parties' objectively manifested "specific intent" to be so bound. Under governing Nevada law,[6] the purpose of contract interpretation "is to discern the intent of the contracting parties." American First Federal Credit Union v. Soro, 359 P.3d 105, 106 (Nev. 2015), quoting and citing Davis v. Beling, 279 P.3d 501, 515 (Nev. 2011). Because the evidence is that both Messrs. Bidsal and Golshani were each very interested in changing drafts over a six-month period of what became the Section 4.2 "buy-sell" provision, each of them must have closely read that section, including the "specific intent" last sentence of that section of the Green Valley Operating Agreement. Accordingly, any prior, contemporaneous or other ambiguity as to Remaining Member CLA's Section 4.2 "buy-sell" options and Offering Member Bidsal's obligation to sell his 50% Membership Interest to CLA "at the same offered price" as presented in his July 7, 2017 offer, as a result of CLA's August 3, 2017 response to Mr. Bidsal's

[6] Article X (d) of the Green Valley Operating Agreement provides that Nevada law shall apply to the interpretation and enforcement of the contract.

July 7 offer, must give way to that objectively manifested specific intent of the parties.

14. When directed to that "specific intent" provision of Section 4.2, during hearing, Mr. LeGrand was asked and answered, as follows:

> "Q And does that -- does that language reflect your -- your then understanding of what the intent of this provision was?
> "A Yes.
> "Q And that was your understanding of what Mr. Golshani and Mr. Bidsal had wanted you to put in?
> "A Yes.
> "Q And it was your understanding that they had both --- that was what they both had agreed to, right?
> "A Yes.
> *** ***
> "Q But the reason you put -- the reason that you put down a -- the reason you inserted the specific intent of the parties was to make sure there was no question about what the intent of the parties was, right?
> "A That was what I intend when I put language like 'specific intent,' yes."
>
> 5/9/2018 Hrg.Tr., at pp. 295:19-296:5, 297:4-10.

15. It appears that in this case, Mr. Bidsal attempted to find a contractual "out" to regain lost leverage to either buy or sell a 50% membership interest in Green Valley at a price and/or on terms less favorable than he originally envisaged, when he made his July 7, 2017 offer, but more favorable than CLA's August 3, 2017 acceptance of Mr. Bidsal's company valuation price and CLA's "standing on the contract" to buy, rather than sell, based on Mr. Bidsal's market valuation figure --- which interpretation and position the Arbitrator has determined have been proved correct by a preponderance of the evidence, after hearing, and according to law.

16. What Mr. Bidsal seems to have settled on for negotiation and arbitration was ignoring, disregarding and, it appeared at hearing, resisting strict application of the "specific intent" language quoted and discussed above. Under resumed cross-examination by CLA's counsel on May 9, 2018 --- while acknowledging that CLA/Mr. Golshani was a Section 4.2 "Remaining Member" in respect to Mr. Bidsal's July 7, 2017 offer to buy CLA's 50% Membership Interest in Green Valley for $5 million, which truly represented Mr. Bidsal's best estimate of the value of the Company, when he made his offer, and as he so

expressly stated in his offer --- Mr. Bidsal (A) repeatedly refused to acknowledge that CLA had and duly exercised a Section 4.2 option, alternatively to either sell or buy a 50% Membership Interest in Green Valley based on Mr. Bidsal's offering $5 million as the value of the LLC, and (B) insisted, rather, that (1) CLA's August 3, 2017 response to Mr. Bidsal's July 7, 2017 offer constituted a "counteroffer," and that (2) as a contractual and apparently legal consequence of Mr. Bidsal having been made the recipient of a "counteroffer," he became entitled, as a seller, now, to Section 4.2 optional appraisal rights to determine Green Valley's fair market value or "FMV." Hrg. Tr. at pp. 339:14 -340:10.

17. What Mr. Bidsal apparently found and settled on was a drafting ambiguity in Section 4 of the Green Valley Operating Agreement --- i.e., "FMV," which ambiguity the Arbitrator has determined somehow found its way into Section 4.2 late in the process --- and using that ambiguity to argue that "FMV" could only mean third-party expert-appraised fair market value was required in the circumstances. Under Section 4.2 of the Green Valley Operating Agreement, the "Remaining Member" (CLA) has the option to sell or buy "the [50%] Membership Interest" put in issue by the Offering Member, "based upon the same fair market value (FMV)" set forth in the Offering Member's Section 4.2-compliant offer --- which valuation of the Company the Offering Member "thinks is the fair market value" of the Company. Mr. Bidsal used that ambiguity as his justification for refusing to perform as a compelled seller under the Section 4.2 "buy-sell." contending that Section 4 should be interpreted in his favor because Mr. Golshani was its draftsman. While Mr. Golshani had some role in what became Section 4, based on the evidence the Arbitrator finds that Mr. Bidsal controlled the final drafting of the Green Valley Commerce, LLC Operating Agreement, and had the last and final say on what the language was before signing the Operating Agreement, and is deemed to be the principal drafter of Section 4.2 of that agreement and therefore bears the burden of risk of ambiguity or inconsistency within the disputed provision. However, the determinations and award contained herein are based upon the testimony and exhibits introduced at the hearing in this matter, and the determination of draftsman is not dispositive. For the reasons set out herein the determinations and award would be made even if Mr. Bidsal's contention that Mr. Golshani was the draftsman of Section 4 were correct.

18. Beyond the parties' signed, closely read, express Section 4.2 specific intent, per se, there is an unanswered logical flaw in Bidsal's position --- which the Arbitrator has determined to be "outcome determinative." That is, Mr. Bidsal's position might be plausible in the situation in which he has found himself on August 3 --- after and in light of CLA's written response to his July 7 offer --- but it does not and cannot work in all "buy-sell" contingencies contemplated by Section 4.2, given that section's formula, specific intent

language and all other language in that section, without Mr. Bidsal sub silentio conceding the correctness of CLA's internally consistent position which "works" in all contemplated Section 4.2 "buy-sell" contingencies.

A. Specifically, without that important concession, Mr. Bidsal would be unable to assign a "FMV" value to the Section 4.2 formula in contingencies in which CLA accepted or deliberately or inadvertently failed to respond to Mr. Bidsal's July 7 offer timely, properly or at all.

B. Under the parties' agreed formula for arriving at the "buyout" price, as set forth immediately above the "specific intent" provision of Section 4.2 --- regardless of who is the buyer --- the buy-out price could not be computed, and Mr. Bidsal's contemplated transaction be completed or performed or enforced, without $5 million being "FMV" in the formula, if CLA, via Mr. Golshani, accepted or ignored the Offering Member's Section 4.2 offer.

19. If that is so, and the Arbitrator finds it is, then, logically as well as fairly under Section 4.2 --- which is an agreed fairness provision of the parties --- then $5 million is the "FMV" for the same buy-out formula, if CLA, as here, opted to buy rather than sell a 50% Membership Interest in Green Valley, LLC, without invoking its optional appraisal rights. Absent a demand by the Remaining Member, Section 4 of the Operating Agreement for Green Valley Commerce, LLC does not require an appraisal to determine the price to be paid by Remaining Member CLA for its purchase of Offering Member Bidsal's membership interest in Green Valley, and Mr. Bidsal had no right to demand an appraisal to determine the price to be paid by CLA for Mr. Bidsal's membership interest in Green Valley Commerce, LLC.

20. Significant among other factors adduced at hearing and in post-evidentiary sessions briefing, the Arbitrator further has determined that:

A. The "triggering" of the parties' Section 4.2 "buy-sell" provisions of the Green Valley Commerce, LLC ("Green Valley") Operating Agreement was under the control of Mr. Bidsal, as the Section 4.2 "Offering Party." What that means in this arbitration is that, among other things, Mr. Bidsal controlled whether and when he made his offer, and what the offering price would be, including whether or to what extent Mr. Bidsal engaged in due diligence to determine Green Valley's fair market valuation including via third-party professional appraisal, if he opted to obtain one preparatory to making his Section 4.2 offer.

B. Once Mr. Bidsal, as the contractually "Offering Party" conveyed his Section 4.2 offer --- and pursuant to the parties' "specific intent" set

forth in that section and discussed elsewhere herein, and as a matter of fundamental, cost-effective fairness between essentially partners, regardless of labels --- Mr. Bidsal contractually surrendered control of what next followed in the Section 4.2 "buy-sell" process to Mr. Golshani, on behalf of "Remaining Member" CLA.

C. There was no contractual residual protection available to Mr. Bidsal as to appraisal and/or price of his Membership Interest --- which, under Section 4.2, upon Mr. Bidsal's "triggering" of the same, became "**the** Membership interest" which Mr. Bidsal put in play. Put another way --- although CLA put up about 70% of Green Valley's capital --- CLA and Mr. Bidsal, by agreement, each had a 50% Membership Interest in the Green Valley LLC --- so that, at that point, CLA had the election under the "buy-sell" whether to buy or sell "**the**" 50% Membership Interest in Green Valley put in play by Mr. Bidsal. If CLA elected to buy, rather than sell, CLA had the contractual option to compel Mr. Bidsal to sell his 50% Membership Interest to CLA at a purchase price computed via the Section 4.2 formula, based either on Mr. Bidsal's $5 million valuation of the LLC in his July 7, 2017 Section 4.2 offer. If CLA elected to sell, rather than buy, CLA had the election to have the purchase price, via formula, set in accordance with Mr. Bidsal's offering valuation of $5 million or a (presumably greater) valuation set via contractual third-party appraisal, also under Section 4.2, if Mr. Golshani thought an appraised valuation for purposes of sale of its 50% Membership Interest to Mr. Bidsal would be more favorable to CLA. Thus, Mr. Bidsal had no right to demand an appraisal, and under Section 4.2 Mr. Bidsal was obligated to close escrow and sell his 50% Membership Interest to CLA within 30 days after CLA elected to buy, i.e. by September 3, 2017.

D. Under Section 4.2, CLA, as the Remaining Member, had 30 days from Mr. Bidsal's "triggering" of the "buy-sell" to make its election to buy or sell at the "same" price set forth in Mr. Bidsal's offer or to sell at a presumably higher appraised price --- or as indicated above to deliberately or inadvertently allow the 30-day period to expire without timely, adequate or any written response.

E There is no reference or indication in any earlier draft or other documentation generated prior to, or contemporaneous with, or following execution of the Green Valley Operating Agreement --- pre-dispute --- that an Offering Member retains a reserved right to unilaterally demand an appraisal, following, as here, the Remaining Member's unqualified, written acceptance of the Offering Member's Section 4.2-compliant written offer --- the offer and acceptance both expressly stating, and thus bindingly agreeing, that $5 million is the agreed valuation of the Company for purposes of computing the purchase

and sale price of "the Membership Interest" which was the subject of the parties' Section 4.2-compliant offer and acceptance. [7]

While an earlier version of what became Section 4.2 required that an offer be accompanied by an appraisal, the only reference to an appraisal or appraisal right in the final version of Section 4.2 is "If the offered price is not acceptable to the Remaining Member(s), within 30 days of receiving the offer, the Remaining members (or any of them) can request to establish FMV based on the following procedure...." To repeat, appraisal rights are triggered only"[i]f the [Offering Member's] offered price is not acceptable to the Remaining Member" and, further, that the Remaining Member requests the "following procedure" of an appraisal "within 30 days of receiving the offer." That 30-day period is exactly the same time limitation on the Remaining Member by which to accept the Offering Member's offers or not. By implication, that logically would foreclose the possibility of Mr. Bidsal, as the Offering Member, having a contractual right to request an appraisal to determine "FMV" as a "second bite at the [Green Valley valuation] apple." Similarly, Section 4.2's use of the word "same" market value would exclude a third-party expert-appraised market valuation right in Mr. Bidsal --- that is, without reading in a provision which just is not there expressly or by fair implication.

F. Mr. Bidsal's contractual interpretation position is irreconcilably inconsistent with the parties' specially included "specific intent" language added to the "buy-sell" provision mechanics.

G. Miscalculating the intentions, thinking and/or financial resources available to the other party in an arm's length transaction, such as a Section 4.2 "buy-sell," are not cognizable bases for re-writing or re-interpreting the parties' contractual procedures.

H. Mr. Bidsal's "best estimate of the current fair market value of the Company" at $5 million was authorized, prepared and conveyed on Mr. Bidsal's behalf by his lawyer on July 7, 2017. CLA accepted Mr. Bidsal's July 7 offer on August 3, 2017 --- 27 days later. While Mr. Bidsal appears to have had a unilateral right to retract his offer, at any time prior to its acceptance during that 27-day period --- including because of a realization that he had made a mistake in underestimating the then current fair market value of the Company

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[7] Deleted from the execution copy of the Green Valley Operating Agreement, which was signed by the parties, was Mr. LeGrand's earlier language of Section 7 --- which became Section 4 of the final --- that an LLC member's offer under the "buy-sell" was to be accompanied by an appraiser's appraisal. [8] Similarly, the Arbitrator has not considered any other instance in which Mr. Bidsal contended that he allegedly had appraisal rights.

--- the preponderance of the evidence is that Mr. Bidsal's $5 million conveyed "best estimate" of Green Valley's value in his Section 4.2-compliant offer was the product of careful analysis and forethought and not error -- that is until Mr. Bidsal was informed of CLA's acceptance of his offer and Section 4.2 election to buy, rather than sell, a 50% Membership Interest based on Mr. Bidsal's $5 million valuation of the Company. It was only on August 5, 2017, in express "response to your August 3, 2017 letter relating to the Membership Interest in Green Valley Commerce, LLC" --- that Mr. Bidsal for the first time invoke[d] a purported right to establish the FMV by appraisal" "in accordance with Article V, Section 4 of the Company's Operating Agreement."

21. Mr. Bidsal has not sustained his burden of proof under his counterclaim, and is not entitled to any relief thereunder.

22. CLA's motion for reconsideration of the Arbitrator's sustaining Mr. Bidsal's objections to the admission of Exhibit 39 has been denied. Exhibit 39 is not in evidence, and CLA's reference to that exhibit in briefing other than whether or not that exhibit should be in evidence has not been considered.

A. The apparent primary purpose of CLA's attempt to introduce Exhibit 39 into evidence was to establish so-called "pattern evidence" of the parties' intent to include a "forced buy-sell" in the contract over which the parties are in dispute in this arbitration.[8] CLA's stated or ostensible --- but, the Arbitrator believes, secondary --- purpose in attempting to introduce Exhibit 39 is impeachment. Both efforts by CLA fail for the following reasons.

B. There is no contractual specification or limitation on the Arbitrator's broad authority and discretion conferred by operative JAMS Comprehensive Arbitration Rules, specifically Rule 22(d), to make evidentiary rulings and decisions --- including concerning the admission or exclusion of Exhibit 39.

C. Pattern evidence generally requires more than one instance of the alleged pattern --- which in this case is limited to one instance, which is an operating agreement of an unrelated entity, to which Mr. Bidsal was not a party, concerning an unrelated property, and a dispute in another arbitration, details of which bearing on Exhibit 39 the Arbitrator sought to avoid getting into during hearing in this arbitration. Those factors sufficiently weakened CLA's argument that the proffered "pattern evidence" that Mr. Bidsal's prior inclusion of a "buy-sell" provision agreed to by him in the other operating agreement (Exhibit 39)

[8] Similarly, the Arbitrator has not considered any other instance in which Mr. Bidsal contended that he allegedly had appraisal rights.

raises an inference that he similarly agreed to a "forced" buy-sell in the Green Valley Operating Agreement.

D. Exhibit 39 was not produced by CLA to Mr. Bidsal, prior to its attempted introduction during the June 28, 2018 Merits Hearing evidentiary session. CLA's only justification for its non-production was that Exhibit 39, as documentation used for impeachment, only, need not be produced or identified, prior to attempted use for that limited purpose during hearing. With respect, the Arbitrator has not been persuaded that Exhibit 39 was withheld from production solely for impeachment at hearing.

24. Paragraph 1 of the relief granted to CLA in this Final Award contains the following language:

"Within ten (10) days of the issuance of the final award in this arbitration, Respondent Sharam Bidsal also known as Shawn Bidsal ("Mr. Bidsal") shall (A) transfer his fifty percent (50%) Membership Interest in Green Valley Commerce, LLC ("Green Valley"), free and clear of all liens and encumbrances, to Claimant CLA Properties, LLC, at a price computed via the contractual formula set forth in Section 4.2 of the Green Valley Operating Agreement with the "FMV" portion of the formula fixed as Five Million Dollars and No Cents ($5,000,000.00) and, further, (B) execute and deliver any and all documents necessary to effectuate such sale and transfer."

Mr. Bidsal's obligation to transfer his 50% interest to CLA pursuant to Section 4.1 of the Green Valley Operating Agreement's, as well as CLA's request for relief in its arbitration demand, necessarily imply and contemplate that the subject interest at the time of transfer must be "free and clear of all liens and encumbrances" --- as the price for that interest under Section 4.1 is to be calculated on the same --- plus via means and within a time after a final arbitration award is issued, by which Mr. Bidsal must effect and complete that transfer --- here, within ten (10) days of the issuance of the final award, pursuant to the execution and delivery of all documents necessary to effectuate the sale and transfer of Mr. Bidsal's 50% interest in Green Valley, LLC.

IV
ATTORNEYS' FEES AND COSTS

25. Having been determined the prevailing party on the merits of the parties' contentions in this Merits Hearing, CLA is entitled to recover its attorneys' fees, costs and expenses as provided under Article III, Section 14.1 of the Green Valley Operating Agreement, which provides, in pertinent part that "at the conclusion of the arbitration, the arbitrator shall award the costs and

expenses (including the cost of the arbitration previously advanced and the fees and expenses of attorneys, accountants, and other experts) to the prevailing party."

26. The Arbitrator has carefully considered and weighed the evidence and other written submissions of the parties in connection with CLA's Section 14.1 attorneys' fees and costs application --- including weighing and consideration of the so-called Brunzell factors, under Nevada law[9] --- and has determined that CLA should be awarded $298,256.900, as and for contractual prevailing party attorneys' fees and costs and expenses reasonably incurred in connection with this arbitration.

27. The $298,256.00 amount to be awarded to CLA against Mr. Bidsal, as and for contractual prevailing party attorneys' fees and costs, has been computed as follows.

A. The full amount of CLA's requested attorneys' fees and costs through September 5, 2018, which is the last date of billed services rendered and costs and expenses incurred, per CLA's October 30, 2018 application for attorneys' fees and costs is $266,239.82.[10]

B. The full amount of additional requested attorneys' fees and costs through February 28, 2019, per CLA's supplemental application for attorneys' fees and costs (denominated, "Additional Presentation") is $52,238.67.

C. CLA's share of Arbitrator's compensation and JAMS management fees and expenses since the last JAMS invoice of 12/19/2018 submitted by CLA's counsel in its Additional Presentation --- including the Arbitrator's time since last JAMS billing to the date of the rendering of this Final Award --- is $6,295.00.

D. The aggregate of the sum of those amounts --- i.e., $324,773.49 --- should and will be reduced by $26,517.26, computed as follows: (1) $13,158.63, representing CLA's attorneys' fees and costs billed in connection with CLA's unsuccessful Rule 18 cross-motion (but not CLA's successful defense of Mr. Bidsal's Rule 18 cross-motion, in the amount of $11,800.00), (2) $12,000.00, representing a discretionary downward adjustment of CLA's attorneys' fees reasonably incurred, primarily after September 5, 2018, based on the Arbitrator's

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[9] Brunzell v. Golden Gate Nat'l Bank, 85 Nev. 345 (1969)("Brunzell").

[10] The full amount of CLA's requested attorneys' fees and costs through September 5, 2018 has been corrected to $266,239.92 from $249,078.75, the figure set forth in Paragraph 3 of Section V of the Interim Award.

careful consideration of CLA's initial application and Additional Presentations and Mr. Bidsal's objections to CLA's requested attorneys' fees, exclusive of his Rule 18 objection (which is covered under item (A), above), and (3) $1,358.63, as and for Mr. Golshani's Las Vegas-related expenses in connection with this arbitration.

After weighing and considering all relevant considerations and in the exercise of the Arbitrator's discretion ---- the Arbitrator has determined that not all of that billed additional attorney and paralegal time can or should included in the Final Award and that the ultimate amount to be awarded in this Final Award is correct and appropriate in the circumstances.

The discretionary downward adjustment of $12,000.00 from CLA's approximately $41,000.00 additional attorneys' fees requested since issuance of the Interim Award should not be interpreted as any direct or indirect criticism of CLA's counsel's decision-making and tasking at any time during this arbitration --- especially given that substantial attorney time appears to have been prompted by Mr. Bidsal's submissions, throughout this arbitration, as also determined below and elsewhere in this Final Award.

28. A principal determination in connection with CLA's application is that the main reason for the attorneys' fees and related costs being of the magnitude sought by CLA is that Mr. Bidsal, not CLA, was the principal cause and driver of those costs. Notwithstanding that Mr. Bidsal selected the attorney who drew the Operating Agreement (Mr. LeGrand), and that Mr. Bidsal had a key role in determining what became the "signed-off" Section 4 contractual provision which has been at the "core" of the parties' dispute, and notwithstanding the parties' specific contractual Section 4.2 "specific intent" and all the other reasons set out above (as in Par. 20(A) through (H), above), Mr. Bidsal's resistance to complying with his obligations included his conducting a "no holds barred" litigation over the "core" dispute over Section 4 contractual interpretation were the main drivers of the high costs of this litigation. "Parties who litigate with no hold barred in cases such as this, in which the prevailing party is entitled to a fee award, assume the risk they will have to reimburse the excessive expenses they force upon their adversaries."[11] --- requiring an arbitration involving attorney-intensive discovery and review of earlier drafts of the Operating Agreement, deposition and hearing testimony of Mr. LeGrand, attorney time to oppose Mr. Bidsal's motion to stay the arbitration and then to develop and demonstrate to the Arbitrator by testimony (including cross-

[11] Stokus v. Marsh, 295 Cal.App3d 647, 653-654 (1990). Mr. Bidsal earlier on conceded that "although Nevada law controls, Nevada courts do consider California cases if they assist with the interpretation." January 8, 2018 Bidsal Opening Brief, at p. 7. Mr. Bidsal's objections to attorneys' fees cite California, as well as Nevada cases.

examination) and extensive briefing why Mr. Bidsal's position, exhibits (e.g., Exhibit 351) and contentions concerning his claimed right of appraisal, in lieu of a $5 million "FMV", did not have merit --- were the main drivers of the high costs of this litigation, also knowing of the Section 14.1 consequences, if and as he has lost his unavailing fight for an unavailable rights of appraisal. CLA was required to have two senior attorneys (i.e., Rodney Lewin, Esq. and Louis Garfinkel, Esq.) because --- while Mr. Lewin, was CLA's lead counsel --- he is not admitted in Nevada, whose law governed the "core" Section 4.2 provision, as well as the Section 14.1 "prevailing party" attorneys' fees and costs provision --- and Mr. Garfinkel is admitted in Nevada and, further attended the deposition of Mr. LeGrand, which was taken in Nevada. It is also material that there was a symmetry in representation between the teams representing the parties. Mr. Bidsal was represented in this arbitration by three attorneys (Messrs. Shapiro and Herbert (NV) and Mr. Goodkin (CA), two of whom appeared for each deposition.

The applicability of Nevada substantive law and the provision for a Nevada venue for the Merits Hearing evidentiary sessions does not require or, without more, persuade the Arbitrator that Las Vegas, Nevada rates should be a "cap" or "prevailing market" hourly rate for purposes of determining the reasonable attorney's fees of a Section 14.1 prevailing party in this arbitration. Mr. Bidsal has not cited any case so requiring or that Las Vegas is the sole relevant legal market, regardless, for determining reasonable hourly rates for legal services.[12] Both sides had Southern California counsel, as well as Nevada counsel, as part of their trial teams and Messrs. Bidsal and Golshami are residents of Southern California. While the Arbitration Demand stated that the arbitration should be held in Las Vegas, it was at Mr. Bidsal's behest, later, that the Merits Hearing evidentiary sessions were held in Las Vegas, rather than in Southern California.

In the circumstances of this hotly contested case, and with the Arbitrator being familiar with prevailing hourly rates for legal services in both Las Vegas and Southern California, the $475/hr, with 42 years experience, and $395/hr for 60 years experience for Messrs Lewis and Agay and Mr. Garfinkel's rate of $375/hr for 30 years experience, were reasonable,[13] as were their billed hours of service, in the circumstances.[14] That is so notwithstanding the

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[12] But see Reazin v. Blue Cross & Shield, 899 F.2d 951, 983 (10th Cir. 1990) (affirmance of district court award attorneys' fees award, including based on out-of-state (Jones Day) hourly rates which exceeded those of local (Wichita) attorneys).

[13] The hourly rates of Messrs. Lewin and Agay are below comparable Southern California prevailing hourly rates for comparable legal services and relevant experience.

[14] That is so, particularly after a pre-application downward adjustment of approximately $28,000 in the amount of CLA's billed attorneys' fees.

considerable cross-traffic of briefing which, in the circumstances, appears to have been largely unavoidable, as well as, on balance, helpful to the Arbitrator, and thus, should not be the subject of penalty (including denial of prevailing party recovery).

However, under the authority of Nevada law --- in contrast to California law and, generally, law elsewhere --- CLA is not entitled to its attorneys' fees and costs incurred in connection with its Rule 18 cross-motion which --- along with Mr. Bidsal's cross-motion --- was denied. Barney v. Mt. Rose Heating & Air Conditioning, 192 P.2d 730, 726-737 (2008). As CLA's attorneys' fees in connection with the cross-motions in the amount of approximately $23,600 cannot meaningfully or cost-effectively be segregated by cross-motion, the Arbitrator has determined that one half of that amount --- i.e., $11,800 --- should not and will not include CLA's Rule 18 fees and costs incurred as part of CLA's awardable prevailing party fees and costs. In addition, Mr. Golshani's Las Vegas-related travel and accommodation expenses of $1,358.63 will also not be included as recoverable legal fees or costs.

Both sides have waived any objection which they had or may have had to a more detailed (e.g., factor-by-factor) and/or full-bodied analysis or discussion of the Bunzell factors in this Final Award or in the Interim Award. That is because neither side submitted any request for any such analysis or discussion, timely or at all, for inclusion of the same in this Final Award, after having been expressly afforded the opportunity to make such a request by February 28, 2019, 4:00 p.m. in the 7th subparagraph of Paragraph 23 of the Interim Award --- expressly subject to waiver of objection under JAMS Comprehensive Arbitration Rule 27(b) (Waiver) for failure to timely make such a request.[15]

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In addition, the relative amounts of total hours billed among CLA's counsel and a paralegal appear for this engagement to be in balance.

[15] The 7th subparagraph of Paragraph 23 of the Interim Award, at p. 19 thereof, states as follows:

"Upon receipt of written request by either side, by February 28, 2019, 4:00 p.m. (PT), the Arbitrator will consider preparing and including in the final award a more detailed explanation, including via Brunzell factor-by-factor analysis. If neither side timely requests a more full-bodied analysis and/or discussion of the Brunzell factors than the salient factors and considerations hereinabove set forth, any subsequent objection based on Brunzell should and will be deemed waived. See JAMS Comprehensive Arbitration Rule 27(b) (Waiver)."

V
RELIEF GRANTED AND DENIED

Based on careful consideration of the evidence adduced during and following the evidentiary hearings held to date, and the determinations hereinabove set forth, and applicable law, and good cause appearing, and subject to further modification as permitted by law and JAMS Comprehensive Arbitration Rules and Procedures, the Arbitrator hereby grants and denies relief in this Final Award, and it is adjudged and decreed, as follows:

1. Within ten (10) days of the issuance of this Final Award, Respondent Sharam Bidsal also known as Shawn Bidsal ("Mr. Bidsal") shall (A) transfer his fifty percent (50%) Membership Interest in Green Valley Commerce, LLC ("Green Valley"), free and clear of all liens and encumbrances, to Claimant CLA Properties, LLC, at a price computed in accordance with the contractual formula set forth in Section 4.2 of the Green Valley Operating Agreement, with the "FMV" portion of the formula fixed as Five Million Dollars and No Cents ($5,000,000.00) and, further, (B) execute any and all documents necessary to effectuate such sale and transfer.

2. Mr. Bidsal shall take nothing by his Counterclaim.

3. As the prevailing party on the merits, CLA shall recover from Mr. Bidsal the sum and amount of $298,256.00, as and for contractual attorneys' fees and costs reasonably incurred in connection with this arbitration.

4. Except as permitted under JAMS Comprehensive Arbitration Rule 24, neither side may file or serve any further written submissions, without the prior written permission of the Arbitrator. See JAMS Comprehensive Rule 29.

5. To the extent, if any, that there is any inconsistency and/or material variance between anything in this Final Award and the Interim Award, Merits Order No. 1 and/or any other prior order or ruling of the Arbitrator, this Final Award shall govern and prevail in each and every such instance.

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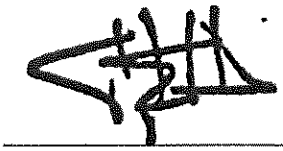
6. This Final Award resolves all claims, affirmative defenses, requests for relief (including requests for reconsideration) and all principal issues and contentions between the parties to this arbitration.

Except as expressly granted in this Final Award, all claims and requests for relief, as between the parties to this arbitration, are hereby denied.



Dated: April 5, 2019

STEPHEN E. HABERFELD
Arbitrator

PROOF OF SERVICE BY EMAIL & U.S. MAIL

Re: CLA Properties, LLC vs. Bidsal, Shawn
Reference No. 1260004569

I, Anne Lieu, not a party to the within action, hereby declare that on April 05, 2019, I served the attached Final Award on the parties in the within action by Email and by depositing true copies thereof enclosed in sealed envelopes with postage thereon fully prepaid, in the United States Mail, at Los Angeles, CALIFORNIA, addressed as follows:

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Parties Represented:
Shawn Bidsal

I declare under penalty of perjury the foregoing to be true and correct. Executed at Los Angeles, CALIFORNIA on April 05, 2019.

Anne Lieu
alieu@jamsadr.com

EXHIBIT 18

EXHIBIT 18

Demand for Arbitration Form

Instructions for Submittal of Arbitration to JAMS

INSTRUCTIONS

Please submit this form to your local JAMS Resolution Center. Once the below items are received, a JAMS professional will contact all parties to commence and coordinate the arbitration process, including the appointment of an arbitrator and scheduling a hearing date.

1-800-352-JAMS
www.jamsadr.com

If you wish to proceed with an arbitration by executing and serving a Demand for Arbitration on the appropriate party, please submit the following items to JAMS with the requested number of copies:

A. **Demand for Arbitration** *(2 copies)*

B. **Proof of service of the Demand on the appropriate party** *(2 copies)*

C. **Entire contract containing the arbitration clause** *(2 copies)*
- *To the extent there are any court orders or stipulations relevant to this arbitration demand, e.g. an order compelling arbitration, please also include two copies.*

D. **Administrative Fees**
- *For two-party matters, the Filing Fee is $1,750. For matters involving three or more parties, the filing fee is $3,000. The entire Filing Fee must be paid in full to expedite the commencement of the proceedings. Thereafter, a Case Management Fee of 12% will be assessed against all Professional Fees, including time spent for hearings, pre- and post-hearing reading and research and award preparation. JAMS also charges a $1,750 filing fee for counterclaims. For matters involving consumers, the consumer is only required to pay $250. See JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses. For matters based on a clause or agreement that is required as a condition of employment, the employee is only required to pay $400. See JAMS Policy on Employment Arbitrations, Minimum Standards of Fairness. JAMS may apply its Employment Minimum Standards where an individual claims to have been misclassified as an independent contractor or otherwise improperly placed into a category other than employee or applicant for employment.*

- *A refund of $875 will be issued if the matter is withdrawn within five days of filing. After five days, the filing fee is non-refundable.*

Once completed, please submit to your local JAMS Resolution Center.
Resolution Center locations can be found on the JAMS website at: http://www.jamsadr.com/locations/.

36A.App.8214

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	CLA Properties, LLC				
ADDRESS	2801 South Main Street				
CITY	Los Angeles	STATE	CA	ZIP	90007
PHONE	213-718-2416	FAX		EMAIL	bengo17@yahoo.com

RESPONDENT'S REPRESENTATIVE OR ATTORNEY (IF KNOWN)

REPRESENTATIVE/ATTORNEY	Louis E. Garfinkel, Esq.				
FIRM/ COMPANY	Levine & Garinkel				
ADDRESS	1671 W. Horizon Rdge Pkwy., Suite 230				
CITY	Henderson	STATE	NV	ZIP	89012
PHONE	702-673-1612	FAX	702-735-2198	EMAIL	LGarfinkel@lgealaw.com

FROM CLAIMANT

Add more claimants on **page 7**.

CLAIMANT NAME	Shawn Bidsal				
ADDRESS	14309 Sherman Way Boulevard, Suite 201				
CITY	Van Nuys	STATE	CA	ZIP	91405
PHONE	818-901-8800	FAX		EMAIL	wcico@yahoo.com

CLAIMANT'S REPRESENTATIVE OR ATTORNEY (IF KNOWN)

REPRESENTATIVE/ATTORNEY	James E. Shapiro, Esq.				
FIRM/ COMPANY	Smith & Shapiro, PLLC				
ADDRESS	3333 E. Serene Ave., Suite 130				
CITY	Henderson	STATE	NV	ZIP	89074
PHONE	702-318-50333	FAX	702-318-5034	EMAIL	jshapiro@smithshapiro.com

36A.App.8215

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, each with a 50% membership interest.

Arbitration is needed to resolve disagreements between the members relating to the proper accounting associated with the member's membership interest, including proper calculation of each member's capital accounts, proper calculation of the purchase price, and proper accounting of services each member provided to the company.

AMOUNT IN CONTROVERSY (US DOLLARS) This is the dispute

36A.App.8216

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. ... [A]ny controversy, dispute or claim arising out of or relating in any way to this Agreement or the transactions arising hereunder shall be settled exclusively by arbitration in the City of Las Vegas, Nevada. Such arbitration shall be administered by JAMS in accordance with its then prevailing expedited rules, by one independent and impartial arbitrator selected in accordance with such rules. The arbitration shall be governed by the United States Arbitration Act, 9 U.S. C. § 1 et seq. The fees and expenses of JAMS and the arbitrator shall be shared equally by the Members and advanced by them from time to time as required; provided that at the conclusion of the arbitration, the arbitrator shall award costs and expenses (including the costs of the arbitration previously advanced and the fees and expenses of attorneys, accountants and other experts) to the prevailing party...."

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 S Bidsal **DATE** 02/07/2020

NAME (PRINT/TYPED) Shawn Bidsal

Demand for Arbitration Form (continued)

Instructions for Submittal of Arbitration to JAMS

Completion of this section is required for all consumer or employment claims.

CONSUMER AND EMPLOYMENT ARBITRATION

Please indicate if this is a CONSUMER ARBITRATION. For purposes of this designation, and whether this case will be administered in California or elsewhere, JAMS is guided by *California Rules of Court Ethics Standards for Neutral Arbitrators, Standard 2(d) and (e)*, as defined below, and the JAMS Consumer and Employment Minimum Standards of Procedural Fairness:

☐ YES, this **is** a CONSUMER ARBITRATION.

☑ NO, this **is not** a CONSUMER ARBITRATION.

"Consumer arbitration" means an arbitration conducted under a pre-dispute arbitration provision contained in a contract that meets the criteria listed in paragraphs (1) through (3) below. "Consumer arbitration" excludes arbitration proceedings conducted under or arising out of public or private sector labor-relations laws, regulations, charter provisions, ordinances, statutes, or agreements.

1. The contract is with a consumer party, as defined in these standards;
2. The contract was drafted by or on behalf of the non-consumer party; and
3. The consumer party was required to accept the arbitration provision in the contract.

"Consumer party" is a party to an arbitration agreement who, in the context of that arbitration agreement, is any of the following:

1. An individual who seeks or acquires, including by lease, any goods or services primarily for personal, family, or household purposes including, but not limited to, financial services, insurance, and other goods and services as defined in section 1761 of the Civil Code;
2. An individual who is an enrollee, a subscriber, or insured in a health-care service plan within the meaning of section 1345 of the Health and Safety Code or health-care insurance plan within the meaning of section 106 of the Insurance Code;
3. An individual with a medical malpractice claim that is subject to the arbitration agreement; or
4. An employee or an applicant for employment in a dispute arising out of or relating to the employee's employment or the applicant's prospective employment that is subject to the arbitration agreement.

NOTE: JAMS is guided by its Consumer Minimum Standards and Employment Minimum Standards when determining whether a matter is a consumer matter. In addition, JAMS may treat a matter as a consumer matter and apply the Employment Minimum Standards where an individual claims to have been misclassified as an independent contractor or otherwise improperly placed into a category other than employee or applicant for employment.

EMPLOYMENT MATTERS

If this is an EMPLOYMENT matter, Claimant must complete the following information:

Private arbitration companies are required to collect and publish certain information at least quarterly, and make it available to the public in a computer-searchable format. In employment cases, this includes the amount of the employee's annual wage. The employee's name will not appear in the database, but the employer's name will be published. Please check the applicable box below:

☐ **Less than $100,000** ☐ **$100,000 to $250,000** ☐ **More than $250,000** ☐ **Decline to State**

WAIVER OF ARBITRATION FEES

In certain states (e.g. California), the law provides that consumers (as defined above) with a gross monthly income of less than 300% of the federal poverty guidelines are entitled to a waiver of the arbitration fees. In those cases, the respondent must pay 100% of the fees. Consumers must submit a declaration under oath stating the consumer's monthly income and the number of persons living in his or her household. Please contact JAMS at 1-800-352-5267 for further information. Note: this requirement is not applicable in all states.

36A.App.8218

PROOF OF SERVICE BY EMAIL & U.S. MAIL

Re: Shawn Bidsal v. CLA Properties

I, Danielle Amerio, am not a party to the pending dispute, do hereby declare that on February 7, 2020, I served the Demand for Arbitration, along with a copy of all attachments thereto, by emailing a copy to the email addresses identified below and by depositing a true and correct copy thereof in a sealed envelope with postage fully prepaid, in the United States mail, in Henderson, Nevada, addressed as follows:

Rodney T. Lewin, Esq.
8665 Wilshire Blvd., Suite 210
Beverly Hills, CA 90211
rod@rtlewin.com

Louis E. Garfinkel, Esq.
Levine & Garinkel
1671 W. Horizon Rdge Pkwy., Suite 230
Henderson, NV 89012
lgarfinkel@lgealaw.com

I declare under penalty of perjury the forgoing to be true and correct. Executed in Henderson, Nevada, on February 7, 2020.

Danielle Amerio

OPERATING AGREEMENT

Of

Green Valley Commerce, LLC
A Nevada limited liability company

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

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

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

Article I.
DEFINITIONS

Section 01 Defined Terms

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

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

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

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

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

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

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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 AND DEADLOCK

Section 01 Place of Meetings.

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

Section 02 Annual Meetings.

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

Section 03 Special Meetings.

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

Section 04 Action in Lieu of Meeting.

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

Section 05 Notice.

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

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

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

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

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

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

Section 06 Waiver of Notice.

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

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

Section 07 Presiding Officials.

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

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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 %90 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.

Section 14. Deadlock.

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

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

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

Article IV.
MANAGEMENT

Section 01 Management.

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

Section 02 Rights, Powers and Obligations of Management.

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

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

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(a) To deal in leasing, development and contracting of services for improvement of the properties owned subject to both Managers executing written authorization of each expense or payment exceeding $ 20,000;

(b) To prosecute, defend and settle lawsuits and claims and to handle matters with governmental agencies;

(c) To open, maintain and close bank accounts and banking services for the Limited Liability Company.

(d) To incur and pay all legal, accounting, independent financial consulting, litigation and other fees and expenses as the Management may deem necessary or appropriate for carrying on and performing the powers and authorities herein conferred.

(e) To execute and deliver any contracts, agreements, instruments or documents necessary, advisable or appropriate to evidence any of the transactions specified above or contemplated hereby and on behalf of the Limited Liability Company to exercise Limited Liability Company rights and perform Limited Liability Company obligations under any such agreements, contracts, instruments or documents;

(f) To exercise for and on behalf of the Limited Liability Company all the General Powers granted by law to the Limited Liability Company;

(g) To take such other action as the Management deems necessary and appropriate to carry out the purposes of the Limited Liability Company or this Agreement; and

(h) Manager shall not pledge, mortgage, sell or transfer any assets of the Limited Liability Company without the affirmative vote of at least ninety percent in Interest of the Members.

Section 03 Removal.

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

Article V.
MEMBERSHIP INTEREST

Section 01 Contribution to Capital.

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The Member contributions to the capital of the Limited Liability Company wholly or partly, by cash, by personal property, or by real property, or servic unanimous consent of the Members, other forms of contributions to capital of a l company authorized by law may he authorized or approved. Upon receipt of the to contribution to capital, the contribution shall be declared and taken to be full paid further call, nor shall the holder thereof be liable for any further payments on account of that contribution. Members may be subject to additional contributions to capital as determined by the unanimous approval of Members.

Section 02 Transfer or Assignment of Membership Interest.

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

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

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

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

Section 4. Purchase or Sell Right among Members.

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

Section 4.1 Definitions

Offering Member means the member who offers to purchase the Membership Interest(s) of the Remaining Member(s). "Remaining Members" means the Members who received an offer (from Offering Member) to sell their shares.
"COP" means "cost of purchase" as it specified in the escrow closing statement at the time of purchase of each property owned by the Company.
"Seller" means the Member that accepts the offer to sell his or its Membership Interest.
"FMV" means "fair market value" obtained as specified in section 4.2

Section 4.2 Purchase or Sell Procedure.

Any Member ("Offering Member") may give notice to the Remaining Member(s) that he or it is ready, willing and able to purchase the Remaining Members' Interests for a price the Offering

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Member thinks is the fair market value. The terms to be all cash and close escrow within 30 days of the acceptance.

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

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

(FMV – COP) 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.

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

Section 6. Addition of New Members.

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

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

DISTRIBUTION OF PROFITS

Section 03 Qualifications and Conditions.

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

Section 04 Record Date.

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

Section 05 Participation in Distribution of Profit.

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

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

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

Section 07 Date of Payment of Distribution of Profit.

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

Article VI.
ISSUANCE OF MEMBERSHIP INTEREST CERTIFICATES

Section 01 Issuance of Certificate of Interest.

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

Section 02 Transfer of Certificate of Interest.

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

Section 03 Lost, Stolen or Destroyed Certificates.

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

(a) makes proof by affidavit, in form and substance satisfactory to the Management, that a previously issued Certificate has been lost, destroyed or stolen;

(b) requests the issuance of a new Certificate before the Company has notice that the Certificate has been acquired by a purchaser for value in good faith and without notice of an adverse claim;

(c) Satisfies any other reasonable requirements imposed by the Management.

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

Article VII.
AMENDMENTS

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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.
COVENANTS WITH RESPECT TO, INDEBTEDNESS, OPERATIONS, AND FUNDAMENTAL CHANGES

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

Section 01 Title to Company Property.

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

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

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

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Article X.
MISCELLANEOUS

a. Fiscal Year.

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

b. Financial Statements; Statements of Account.

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

c. Events Requiring Dissolution.

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

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

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d. Choice of Law.

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

e. Severability.

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

f. Successors and Assigns.

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

g. Non-waiver.

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

h. Captions.

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

i. Counterparts.

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

j. Definition of Words.

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

k. Membership.

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

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 there from, to be liable to the Company or for amounts paid in settlement to the Company, unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

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

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

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

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

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

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

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

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

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ARTICLE XII
INVESTMENT REPRESENTATIONS; PRIVATE OFFERING EXEMPTION

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

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

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

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

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

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

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

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

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

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

ARTICLE XIII

Preparation of Agreement.

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

(A) The Members have been advised by the Law Firm that a conflict of interest would exist among the Members and the Company as the Law Firm is representing the Company and not any individual members, and

(B) The Members have been advised by the Law Firm to seek the advice of independent counsel; and

(C) The Members have been represented by independent counsel or have had the opportunity to seek such representation; and

(D) The Law Firm has not given any advice or made any representations to the Members with respect to any consequences of this Agreement; and

(E) The Members have been advised that the terms and provisions of this Agreement may have tax consequences and the Members have been advised by the Law Firm to seek independent counsel with respect thereto; and

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

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

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Member:

Shawn Bidsal, Member

CLA Properties, LLC

by _____

Benjamin Golshani, Manager

Manager/Management:

Shawn Bidsal, Manager

Benjamin Golshami, Manager

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TAX PROVISIONS

EXHIBIT A

1.1 Capital Accounts.

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

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

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

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

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

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

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

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ALLOCATION OF PROFITS AND LOSSES; TAX AND ACCOUNTING MATTERS

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

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

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

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

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

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

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

5.1.2 Allocations With Respect to Property Solely for tax purposes, in determining each Member's allocable share of the taxable income or loss of the Company, depreciation, depletion, amortization and gain or loss with respect to any contributed property, or with respect to revalued property where the Company's property is revalued pursuant to paragraph (b)(2)(iv)(f) of Section 1.704-1 of the Income Tax Regulations, shall be allocated to the Members in the manner (as to revaluations, in the same manner as) provided in Section 704(c) of the Code. The allocation shall take into account, to the full extent required or permitted by the Code, the difference between the adjusted basis of the property to the Member contributing it (or, with respect to property which has been revalued, the adjusted basis of the property to the Company) and the fair market value of the property determined by the Members at the time of its contribution or revaluation, as the case may be.

5.1.3 Minimum Gain Chargeback. Notwithstanding anything to the contrary in this Section 2.1, if there is a net decrease in Company Minimum Gain or Company Nonrecourse Debt Minimum Gain (as such terms are defined in Sections 1.704-2(b) and 1.704-2(i)(2) of the Income Tax Regulations, but substituting the term "Company" for the term "Partnership" as the context requires) during a Company taxable year, then each Member shall be allocated items of Company income and gain for such year (and, if necessary, for subsequent years) in the manner provided in Section 1.704-2 of the Income Tax Regulations. This provision is intended to be a "minimum gain chargeback" within the meaning of Sections 1.704-2(f) and 1.704-2(i)(4) of the Income Tax Regulations and shall be interpreted and implemented as therein provided.

5.1.4 Qualified Income Offset. Subject to the provisions of subsection 2.1.3, but otherwise notwithstanding anything to the contrary in this Section 2.1, if any Member's Capital Account has a deficit balance in excess of such Member's obligation to restore his or its Capital Account balance, computed in accordance with the rules of paragraph (b)(2)(ii)(d) of Section 1.704-1 of the Income Tax Regulations, then sufficient amounts of income and gain (consisting of a pro rata portion of each item of Company income, including gross income, and gain for such year) shall be allocated to such Member in an amount and manner sufficient to eliminate such deficit as quickly as possible. This provision is intended to be a "qualified income offset" within the meaning of Section 1.704-1(b)(2)(ii)(d) of the Income Tax Regulations and shall be interpreted and implemented as therein provided.

5.1.5 Depreciation Recapture. Subject to the provisions of Section 704(c) of the Code and subsections 2.1.2 – 2.1.4, inclusive, of this Agreement, gain recognized (or deemed recognized under the provisions hereof) upon the sale

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

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

5.3 **Tax Status and Returns**.

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

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

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

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

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EXHIBIT B

Member's Percentage Interest		Member's Capital Contributions
Shawn Bidsal	50%	$ 1,215,000_____(30% of capital)_
CLA Properties, LLC	50%	$ 2,834,250_____ (70% of capital)_

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

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

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

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

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

Losses shall be allocated according to Capital Accounts.

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

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

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EXHIBIT 19

EXHIBIT 19

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Attorneys for Respondent

SHAWN BIDSAL, an individual,

Claimant,

v.

CLA PROPERTIES, LLC, a California limited liability company,

Respondent.

JAMS Ref. No. 1260005736

RESPONDENT'S ANSWER AND COUNTER-CLAIM

Respondent CLA Properties, LLC ("CLA") answers the Claim made by Claimant Shawn Bidsal ("Bidsal") and counter-claims as follows:

1. All of the matters raised in the Claim and in this Answer and Counterclaim arise out of, refer to, and are governed the Operating Agreement for Green Valley Commerce, LLC ("Green Valley ") and in particular by Section 4 of Article V ("Section 4") made an exhibit to the Claim dealing with one Member of Green Valley buying out the other (the parties here being the sole such members). It is in all respects a continuation of the claim in Arbitration No. 1260004569 which likewise was concerned solely with that same section regarding which the award was made on April 5, 2019 ("Award") by Arbitrator Stephen E. Haberfeld, a copy of which is affixed

hereto which has been confirmed as a judgment (the "Judgment"), which Mr. Bidsal has appealed. Having this matter heard by anyone other than Judge Haberfeld would be a waste of judicial resources because he alone of all possible arbitrators is thoroughly familiar with that section.

2. As stated starting on page 3 of the Award, "On July 7, 2017, Mr. Bidsal sent CLA a Section 4 written offer to buy CLA's 50% Green Valley membership interest, based on a 'best estimate' valuation of $5 million. On August 3, 2017 -- via timely Section 4 Notice, in response to Mr. Bidsal's July 7 offer -- CLA elected to buy rather than sell a 50% Green Valley membership interest -- i.e., Mr. Bidsal's -- based upon Mr. Bidsal's $5 million valuation, and thus without a requested appraisal. On August 7, 2017 -- response to CLA's election -- Mr. Bidsal refused to sell his Green Valley membership interest to CLA based on his $5 million valuation. Mr. Bidsal contended that if CLA elected to buy his 50% Membership Interest rather than sell, Mr. Bidsal had the right to demand that the 'FMV' portion of Section 4 formula for determining price must be determined by an appraisal." The sale of Mr. Bidsal's interest should have closed within 30 days of CLA's election to buy and would have but for Mr. Bidsal's refusal to consummate the purchase in breach of the Operating Agreement.

3. As stated in paragraph C on page 11 of the Award, "There was no contractual residual protection available to Mr. Bidsal as to appraisal and/or price of his Membership Interest... if CLA elected to buy, rather than sell, CLA had the contractual option to compel Mr. Bidsal to sell his 50% Membership Interest to CLA at a purchase price computed via the Section 4.2 formula." That parallels the comment in footnote 3 on page 4 of the Award that, "The formula in Section 4 for determining price is stated twice."

4. Therefore, CLA denies the assertion in the Claim here that there is any legitimate disagreement relating to the proper accounting to determine the price, before offsets, for the purchase of membership interest by one member from another because it is set forth in Section 4.

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As stated in footnote 3 on page 4 of the Award, the formula is "'**(FMV - COP) x 0.5 + capital contribution of the [selling] Member at the time of purchasing the property minus prorated liabilities.**" Section 4 defines FMV as Fair Market Value and as above stated that was determined to be the amount set by Mr. Bidsal in his July 7, 2017 offer. "COP" is defined as "Cost of Purchase" as specified in the escrow closing statement. There could be no legitimate dispute that that amount is other than Four Million Forty Nine Thousand Two Hundred Ninety Dollars ($4,049,290.00). While the Claim asserts disagreement regarding the capital accounts, it is set forth right within the Operating Agreement affixed to the Claim and there can be no legitimate dispute that Mr. Bidsal's capital contribution, at the time of the purchase was $1,250,000.00. That leaves only the element of "prorated liabilities." The Claim includes no contention that any such liabilities exist and in this respect is correct.

5. Lastly, the Claim asserts disagreement regarding "proper accounting of services each member provided to the company" as though there was supposed to be compensation for services provided. The illegitimacy of this assertion that any such compensation should be provided is exemplified by the fact that this is the first time any such mention has been made in the entire nine year history of operations of Green Valley Commerce, LLC, and CLA denies that Mr. Bidsal is entitled to any compensation for services.

6. CLA is entitled to an accounting of, and payment of, the distributions taken by Mr. Bidsal after the date that the sale of Mr. Bidsal's interest in Green Valley to CLA should have occurred (sometimes called "delay damages") which Mr. Bidsal delayed in breach of the Operating Agreement. After CLA elected to purchase Mr. Bidsal's interest, Mr. Bidsal diluted the value of the membership interest to be purchase by CLA by distributing to himself $500,500.00, all since September 2, 2017. It is clear from Section 4 that the closing date was to be thirty days after the "Remaining Member," here CLA, chose whether to buy or sell. Had Mr. Bidsal honored his contractual obligations under the Operating Agreement he would have not been entitled to any

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distributions after the closing and should not benefit by delaying the closing of the transaction. CLA has been damaged by the amount of such distributions, plus interest. CLA further claims that no further distributions should be made to Mr. Bidsal during the pendency of his appeal of the arbitration award. What the closing date should have been should be established, and any damages or additional sums due to CLA by reason of Mr. Bidsal's delaying the closing should be established and awarded to CLA.

7. Green Valley owns two commercial properties (the "Properties"). CLA claims that after CLA elected to buy Mr. Bidal's interest in Green Valley, Mr. Bidsal, who had been managing the Properties, in breach of his fiduciary duties, mismanaged the Properties, including not properly maintaining or repairing the Properties, resulting in loss of rents, waste, and loss of value of the assets. Even though the Arbitration Award compels Mr. Bidsal to sell his membership interest in Green Valley he has refused to turn over management of the Properties. Further, notwithstanding the fact that the Operating Agreement provides that the owner of CLA, Ben Golshani, is a manager of Green Valley, Mr. Bidsal has deprived him of full access of the books and records of Green Valley to which CLA would be entitled even were Ben Golshani not a manager, e.g. online access to Green Valley's bank accounts, keys to the Properties owned by Green Valley for inspection by CLA or Ben Golshani, list of vendors and their contact information, and to communications relating to the Properties, and the management thereof including the repair, maintenance and leasing thereof. As a result thereof, and particularly given the Award and Judgment, and CLA's and Mr. Bidsal's relative current and future interest in Green Valley, Mr. Bidsal should be removed as manager of Green Valley, or at least from managing the Properties, and Ben Golshani should be allowed to take over management of Green Valley and the Properties, or alternatively an independent third party management company selected by Ben Golshani should be hired to manage the Properties.

8. In addition, the Award includes an award of attorney fees and costs in the amount of

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$298,500.00. The rate of interest under Nevada law, NRS Section 99.040 is 7.5% per annum. The interest would run from April 5, 2019. If Mr. Bidsal's appeal of the Judgment is denied, CLA's should be allowed to offset for the purchase price for Mr. Bidsal's interest in Green Valley in the amount of its damages, including the delay damages, and the fee award, plus interest to whatever CLA owes for purchasing Mr. Bidsal's Green Valley membership.

9. Under the Operating Agreement and Nevada law CLA is entitled to recover its attorneys fees and costs in connection with and arising from this proceeding as determined by the Arbitrator, including the cost of this arbitration and any fees and costs incurred in connection with the entering of the award as a judgment, the enforcement thereof and any appeal, all as determined by any Court confirming the award, or entering the judgment.

WHEREFORE, Respondent prays that this matter be referred to Judge Haberfeld for determination, for an award (i) denying any payment for supposed services rendered to Green Valley by either manager or owner, (ii) for an accounting and damages to CLA in an amount as proven, (iii) for an order that no further distributions be made to Mr. Bidsal pending the resolution of his appeal, (iv) for the removal of Mr. Bidsal as a manager of Green Valley, or alternatively as the manager of the Properties, or that a third party management company be employed to managed the Properties on behalf of Green Valley; (v) that if Mr. Bidsal's appeal is denied, the determination of the price to be paid for Mr. Bidsal's interest in Green Valley and that CLA be allowed to offset its damages and fee awards in the payment thereof, (vi) for attorney fees and cost, (viii) that either the Arbitrator retain jurisdiction to award further attorney fees and costs incurred to confirm the award and obtain judgment, to register judgment, to enforce judgment and to defend against any appeal except as estimate thereof was previously included in

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initial award or to award such attorneys fees and costs in the amounts later determined by a court of competent jurisdiction, and (ix) and for such other and further relief as may be appropriate .

Dated: March 4, 2020.

LAW OFFICES OF RODNEY T. LEWIN,
A Professional Corporation

By _____
RODNEY T. LEWIN,
Attorneys for Respondent

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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 March 4, 2020, I served the foregoing document described as **RESPONDENT'S ANSWER AND COUNTER-CLAIM** on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

James E. Shapiro, Esq.
Smith & Shapiro, PLLC
3333 E. Serene Ave., Site 130
Henderson, NV 89704
jshapiro@smithshapiro.com
(Via email only)

___**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 OVERNIGHT DELIVERY.** I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the addresses above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier or driver authorized by overnight delivery to receive documents.

_X__ **VIA E-MAIL TO:** James E. Shapiro, Esq. (Jshapiro@smithshapiro.com)

__ **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 March 4, 2020 at Beverly Hills, California.

Barbara Silver

Barbara Silver

JAMS ARBITRATION NO. 1260004569

CLA PROPERTIES, LLC,
Claimant and Counter-Respondent,

vs.

SHAWN BIDSAL,
Respondent and Counterclaimant.

FINAL AWARD

THE UNDERSIGNED ARBITRATOR, having been duly designated to be the Arbitrator in accordance with the arbitration provision of Article III, Section 14.1 of the Operating Agreement, dated June 15, 2011, of Green Valley Commerce, LLC, a Nevada LLC ("Green Valley"), based on careful consideration of the evidence adduced during and following the May 8-9, 2018 evidentiary sessions of the Merits Hearing of the Arbitration Hearing of this arbitration, applicable law, the written submissions of the parties, and good cause appearing, makes the following findings of fact, conclusions of law and determinations ("determinations") and this Final Award ("Award"), as follows.

DETERMINATIONS

1. The determinations in this Award are the determinations by the Arbitrator, which the Arbitrator has determined to be true, correct, necessary and/or appropriate for purposes of this Award. To the extent that the Arbitrator's determinations differ from any party's positions, that is the result of determinations as to relevance, burden of proof considerations, the weighing of the evidence, etc.

To the extent, if any, that any determinations set forth in this Award are inconsistent or otherwise at variance with any prior determination in the Interim Award, Merits Order No. 1 or any prior order or ruling of the Arbitrator, the determination(s) in this Award shall govern and prevail in each and every such instance.

/////

I
JURISDICTION, PARTIES, AND MERITS ORDER NO. 1

2. Pursuant to Rule 11(b) of the JAMS Comprehensive Arbitration Rules and Procedures --- which govern this arbitration and which Rules the Arbitrator has the authority and discretion to exercise, as here[1] --- the Arbitrator has the jurisdiction and has exercised his jurisdiction to determine his arbitral jurisdiction, which has been determined to be as follows:

The Arbitrator has and has had continuing jurisdiction over the subject matter and over the parties to the arbitration, who/which are Claimant and Counter- Respondent CLA Properties, LLC, a California limited liability company ("CLA") and Respondent and Counterclaimant Sharam Bidsal, also known as Shawn Bidsal, an individual. ("Mr. Bidsal').

CLA has been represented by the Law Offices of Rodney T. Lewin and Rodney T. Lewin, Esq. and Richard D. Agay, Esq. of that firm, whose address is 8665 Wilshire Blvd., Ste. 210, Beverly Hills, CA 90211-2931, and Levine, Garfinkel & Eckersely and Louis E. Garfinkel, Esq. of that firm, whose address is 1671 W. Horizon Ridge Pkwy, Ste. 220, Henderson, NV 89012.

Mr. Bidsal has been represented by Smith & Shapiro, PLLC and James E. Shapiro, Esq. of that firm, whose address is 2222 E. Seren Ave., Ste. 130, Henderson, NV 89074, and Goodkin & Lynch, LLP and Daniel L. Goodkin, Esq. of that firm, whose address is 1800 Century Park East, 10th Fl., Los Angeles, CA 90067.

On October 10, 2018, the Arbitrator rendered and JAMS issued Merits Order No. 1, and on February 22, 2019, the Arbitrator rendered and JAMS issued the Interim Award in this arbitration. The Interim Award and Merits Order No. 1 contained the Arbitrator's determinations and written decision as to relief to be granted and denied, based on the evidence adduced evidentiary sessions of the Merits Hearing of the Arbitration Hearing held on May 8-9, 2018,[2]

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[1] JAMS Comprehensive Arbitration Rule 11(b) provides as follows:
"Jurisdictional and arbitrability disputes, including disputes over the formation, existence, validity, interpretation or scope of the agreement under which Arbitration is sought, and who are proper Parties to the Arbitration, shall be submitted to and ruled on by the Arbitrator. Unless the relevant law requires otherwise, the Arbitrator has the authority to determine jurisdiction and arbitrability issues as a preliminary matter."

[2] The evidentiary sessions of the Merits Hearing were held in Las Vegas, Nevada, at the insistence of Mr. Bidsal, notwithstanding that the individual principals (including Mr. Bidsal), CLA's lead counsel and the Arbitrator are residents of Southern California.

applicable law, and extensive post-evidentiary submissions of the parties. One of the determinations was and remains that CLA is the prevailing party in this arbitration.

March 7, 2019 is hereby declared to be the date for last briefs in this arbitration and the date as of which the Arbitrator hereby declares the Arbitration Hearing (including the Merits Hearing thereof) closed. See JAMS Comprehensive Arbitration Rule 24(h).

The Arbitrator shall continue to maintain jurisdiction over the parties concerning the subject matter of this arbitration until the last day permitted by law and JAMS Comprehensive Arbitration Rules & Procedures.

II
FACTUAL CONTEXT

3. CLA and Mr. Bidsal are the sole members of Green Valley, LLC, a Nevada limited liability company ("Green Valley"), which owns and manages real property in Las Vegas, Nevada. At all relevant times, CLA and Mr. Bidsal have each owned a 50% Membership interest in Green Valley. CLA is wholly and solely owned by its principal, Benjamin Golshani ("Mr. Golshani").

4. Mr. Golshani on behalf of CLA and Mr. Bidsal executed an Operating Agreement for Green Valley, dated June 15, 2011. Exhibit 29. Section 4 of Article V of that Operating Agreement, captioned "Purchase or Sell Rights among Members" ("Section 4"), contains provisions permitting one member of Green Valley to initiate the purchase or sale of one member's interest by the other. Those Section 4 provisions were referred to by the parties and their joint attorney, David LeGrand, as "forced buy/sell" and "Dutch auction," whereby one of the members (designated as the "Offering Member") can offer to buy out the interest of the other based upon a valuation of the fair market value of the LLC set by the Offering Member in the offer. The other member (designated as the "Remaining Member") is then given the option to either buy or sell using the Offering Member's valuation, or the Remaining Member can demand an appraisal.

On July 7, 2017, Mr. Bidsal sent CLA a Section 4 written offer to buy CLA's 50% Green Valley membership interest, based on a "best estimate" valuation of $5 million. On August 3, 2017 --- via timely Section 4 notice, in response to Mr. Bidsal's July 7 offer --- CLA elected to buy rather than sell a 50% Green Valley membership interest --- i.e., Mr. Bidsal's --- based upon Mr. Bidsal's $5 million valuation, and thus without a requested appraisal. On August 7, 2017

--- response to CLA's election --- Mr. Bidsal refused to sell his Green Valley membership interest to CLA based on his $5 million valuation, and "invoke[d] his right to establish the FMV by appraisal,"[3] "in accordance with Article V, Section 4 of the Company's Operating Agreement."

III
"CORE" ARBITRATION ISSUE

5. While this arbitration --- as briefed, tried, argued and resolved as a business/legal dispute thusly involving "pure" issues of contractual interpretation --- is also, significantly, a contentious, intra-familial dispute. Messrs. Bidsal and Golshani are first cousins, as well as each effectively owning 50% Membership Interests in Green Valley.

6. Mr. Bidsal contended that if CLA elected to buy his 50% Membership Interest rather than sell, Mr. Bidsal had the right to demand that the "FMV" portion of the Section 4 formula for determining price must be determined by an appraisal. CLA contended upon its election to purchase rather than sell, it has the right to purchase Mr. Bidsal's fifty percent (50%) Membership based upon the valuation made by Mr. Bidsal, as the Offering Member, and that the FMV portion of the Section 4 formula to determine price must be the same amount as set forth in Mr. Bidsal's offer, i.e. $5 million, and that Mr. Bidsal should be ordered to transfer his Membership Interest based thereupon.

6. Thus, the "core" of the parties' dispute is whether or not Mr. Bidsal contractually agreed to sell, and can be legally compelled to sell, his 50% Membership Interest in Green Valley to CLA at a price computed via a contractual formula not in dispute, based on Mr. Bidsal's undisputed $5 million "best estimate" of Green Valley's fair market valuation, as stated in Mr. Bidsal's July 7, 2017 written offer to purchase CLA's 50% Membership Interest in Green Valley --- without regard to a formal appraisal of Green Valley, which Mr. Bidsal has contended that the parties agreed that he had a contractual right to demand as a "counteroffered seller" under Section 4.2 of the Green Valley Operating Agreement.

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[3] The formula in Section 4 for determining price is stated twice, once if sale is by Remaining Member and once if sale is by Offering member. But whether the membership interest is sold by the Remaining Member or by the Offering Member, the formula for determining the price is the same, except that the identity of the selling Member, Remaining Member or Offering Member, is included: "(FMV - COP) x 0.5 plus capital contribution of the [selling] Member at the time of purchasing the property minus prorated liabilities."

7. Despite conflicting testimony and impeachment on cross-examination on both sides,[4] the evidence presented during the evidentiary sessions materially assisted the Arbitrator in reaching the interpretative determinations set forth in this Award concerning the pivotal "buy-sell" provisions set forth in Section 4.2 of the Green Valley Operating Agreement --- which, as a result of collective drafting over a six-month period, was not a model of clarity, which precluded the granting of both sides' Rule 18 cross-motions, based on Section 4.2.

8. The "forced buy-sell" agreement, or so-called "Dutch auction," is common among partners in business entities like partnerships, joint ventures, LLC's, close corporations --- a primary purpose of which is to impose fairness and discipline among partners considering maneuvering, via pre-agreed procedures and consequences. If not careful and fair, the Dutch auction imposes a risk of one "overplaying one's hand" --- such that an intended buyer might end up becoming an unintended seller, at a price below, possibly well below, the price at which the partner was motivated to buy the same Membership Interest, under the "buy-sell" procedures which he/she/it initiated. If the provisions work, as intended, the result might not be expertly authoritative or precise, but nevertheless a form of cost-effective "rough justice," when one partner "pulls the trigger" on separation, by initiating Section 4.2 procedures.

9. As amplified below, the parties' dispute and this arbitration have been a result and expression of "seller's remorse" by Mr. Bidsal --- after having initiated Section 4.2 procedures, of which he was the principal draftsman,[5] in the belief that, after the completion of those procedures, he would be the buyer of the other 50% Membership Interest in Green Valley, based on his "best estimate of the [then] current fair market value of the Company," for calculation of the buy-out price, using the formula set out in Section 4.2.

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[4] Neither of the parties' Rule 18 positions that Section 4.2 of the Green Valley Operating Agreement unambiguously supported the asserting side's position on contractual interpretation was sustained after briefing and argument during an in-person hearing on the parties' cross-motions. The Rule 18 denials and the inability of the parties to reach requisite stipulations, following the Rule 18 hearing, required the in-person evidentiary sessions of the Merits Hearing --- which sessions were held on May 8-9, 2018 in Las Vegas, Nevada. The evidence adduced during those evidentiary sessions corroborated the Arbitrator's experience that trial of issues raised earlier in Rule 18 motions --- including via cross-examination of witnesses, which the Arbitrator regards as an engine of truth — often results in the emergence of new and/or changed facts and circumstances which bear on resolution of what were Rule 18 issues.

[5] While not dispositive, per se, the Arbitrator has materially determined that Mr. Bidsal controlled the final drafting of the Green Valley Commerce, LLC Operating Agreement, and thus should be deemed the principal drafter of Section 4.2 of that agreement.

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10. As also amplified below, CLA Properties is the prevailing party on the merits of the parties' contentions in this Merits Hearing, based on the Arbitrator's principal contractual interpretation determinations that:

A. The clear, specific and express "specific intent" language of the last paragraph of Section 4.2 prevails over any earlier ambiguities about the contracting parties' Section 4.2 rights and obligations.

B. Mr. Bidsal's testimony, arguments and position in support of his having contractual appraisal rights appear to be "outcome determinative" in his favor. That is, they do not, as they apparently cannot, be logically applied in all instances contemplated by the Section 4.2 "buy-sell" provision, beyond the situation in which he was placed by Mr. Golshani's August 3, 2017 Section 4.2 response --- specifically, for example, in instances in which CLA either would have (1) timely accepted Mr. Bidsal's July 7, 2017 Section 4.2 offer to buy CLA's 50% Membership Interest in Green Valley or (2) deliberately, inadvertently or otherwise failed to timely or otherwise properly respond to that offer within the 30-day time limit set under Section 4.2. CLA's testimony, arguments and position in support of its contractual interpretation of the operative provisions of Section 4.2 not only are based on and consistent with the Section 4.2's "specific intent" language, they can be logically applied in all instances contemplated by the Section 4.2 "buy-sell" provision --- including beyond the situation created by the July 7/August 3 Section 4.2 written offer/response of the parties, which gave rise to the parties' dispute and this arbitration.

C. Mr. Bidsal contractually agreed to sell and can be legally compelled to sell and transfer his fifty percent (50%) Membership Interest in Green Valley to CLA at a price computed via the contractual formula set forth in Section 4.2 of the Green Valley Operating Agreement, based on Mr. Bidsal's undisputed $5 million "best estimate" of Green Valley's fair market valuation, as stated in Mr. Bidsal's July 7, 2017 offer.

11. In a dispute between litigating partners or other parties, the testimony of third-party witnesses becomes important. That is especially so, when the third-party witness is unbiased and the drafting lawyer was jointly representing the contracting parties in connection with the preparation of the underlying contract in suit. David LeGrand was that lawyer, and the substance of his testimony is essentially the same as, and thus corroborates, CLA's contentions, supported by the testimony of CLA's principal, Mr. Golshani. Mr. LeGrand was not shown to be biased for or against either side in this matter. On cross-examination and on redirect, Mr. LeGrand testified that he had performed legal work for Mr. Golshani for a number of years, including during August 2017, but not recently, and that he had been asked to do legal work by

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Mr. Bidsal within about six months of his testimony, and shortly prior to his deposition in connection with this arbitration, but that Mr. LeGrand was too busy to take on Mr. Bidsal's legal work.

12. A portion of Mr. LeGrand's deposition testimony --- which was read into the evidentiary session record, during Mr. LeGrand's hearing testimony on May 9, 2018 --- was that, at Mr. Golshani's instance, Messrs. Bidsal and Golshani agreed to a "forced buy-sell" in lieu of a right of first refusal for inclusion in the Green Valley Operating Agreement. Although he attempted to take back or resist his prior use of the word "forced" at hearing, Mr. LeGrand understood "buy-sell" to mean that an offeree partner, presented with an offer under the "buy-sell" provision of the LLC Operating Agreement, has (A) the option to buy or sell at the price offered by the other/offeror member and (B) the contractual right to compel performance of that option, including at the price stated in offeror member's offer. That testimony is consistent with the "specific intent" language of Section 4.2 which Mr. LeGrand specially drafted, and which reads as follows:

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

13. That "specific intent" language is express, specific and could not be more clear as to these parties' objectively manifested "specific intent" to be so bound. Under governing Nevada law,[6] the purpose of contract interpretation "is to discern the intent of the contracting parties." American First Federal Credit Union v. Soro, 359 P.3d 105, 106 (Nev. 2015), quoting and citing Davis v. Beling, 279 P.3d 501, 515 (Nev. 2011). Because the evidence is that both Messrs. Bidsal and Golshani were each very interested in changing drafts over a six-month period of what became the Section 4.2 "buy-sell" provision, each of them must have closely read that section, including the "specific intent" last sentence of that section of the Green Valley Operating Agreement. Accordingly, any prior, contemporaneous or other ambiguity as to Remaining Member CLA's Section 4.2 "buy-sell" options and Offering Member Bidsal's obligation to sell his 50% Membership Interest to CLA "at the same offered price" as presented in his July 7, 2017 offer, as a result of CLA's August 3, 2017 response to Mr. Bidsal's

[6] Article X (d) of the Green Valley Operating Agreement provides that Nevada law shall apply to the interpretation and enforcement of the contract.

July 7 offer, must give way to that objectively manifested specific intent of the parties.

14. When directed to that "specific intent" provision of Section 4.2, during hearing, Mr. LeGrand was asked and answered, as follows:

> "Q And does that -- does that language reflect your -- your then understanding of what the intent of this provision was?
> "A Yes.
> "Q And that was your understanding of what Mr. Golshani and Mr. Bidsal had wanted you to put in?
> "A Yes.
> "Q And it was your understanding that they had both --- that was what they both had agreed to, right?
> "A Yes.
> *** ***
> "Q But the reason you put -- the reason that you put down a -- the reason you inserted the specific intent of the parties was to make sure there was no question about what the intent of the parties was, right?
> "A That was what I intend when I put language like 'specific intent,' yes."
>
> 5/9/2018 Hrg.Tr., at pp. 295:19-296:5, 297:4-10.

15. It appears that in this case, Mr. Bidsal attempted to find a contractual "out" to regain lost leverage to either buy or sell a 50% membership interest in Green Valley at a price and/or on terms less favorable than he originally envisaged, when he made his July 7, 2017 offer, but more favorable than CLA's August 3, 2017 acceptance of Mr. Bidsal's company valuation price and CLA's "standing on the contract" to buy, rather than sell, based on Mr. Bidsal's market valuation figure --- which interpretation and position the Arbitrator has determined have been proved correct by a preponderance of the evidence, after hearing, and according to law.

16. What Mr. Bidsal seems to have settled on for negotiation and arbitration was ignoring, disregarding and, it appeared at hearing, resisting strict application of the "specific intent" language quoted and discussed above. Under resumed cross-examination by CLA's counsel on May 9, 2018 --- while acknowledging that CLA/Mr. Golshani was a Section 4.2 "Remaining Member" in respect to Mr. Bidsal's July 7, 2017 offer to buy CLA's 50% Membership Interest in Green Valley for $5 million, which truly represented Mr. Bidsal's best estimate of the value of the Company, when he made his offer, and as he so

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expressly stated in his offer --- Mr. Bidsal (A) repeatedly refused to acknowledge that CLA had and duly exercised a Section 4.2 option, alternatively to either sell or buy a 50% Membership Interest in Green Valley based on Mr. Bidsal's offering $5 million as the value of the LLC, and (B) insisted, rather, that (1) CLA's August 3, 2017 response to Mr. Bidsal's July 7, 2017 offer constituted a "counteroffer," and that (2) as a contractual and apparently legal consequence of Mr. Bidsal having been made the recipient of a "counteroffer," he became entitled, as a seller, now, to Section 4.2 optional appraisal rights to determine Green Valley's fair market value or "FMV." Hrg. Tr. at pp. 339:14 -340:10.

17. What Mr. Bidsal apparently found and settled on was a drafting ambiguity in Section 4 of the Green Valley Operating Agreement --- i.e., "FMV," which ambiguity the Arbitrator has determined somehow found its way into Section 4.2 late in the process --- and using that ambiguity to argue that "FMV" could only mean third-party expert-appraised fair market value was required in the circumstances. Under Section 4.2 of the Green Valley Operating Agreement, the "Remaining Member" (CLA) has the option to sell or buy "the [50%] Membership Interest" put in issue by the Offering Member, "based upon the same fair market value (FMV)" set forth in the Offering Member's Section 4.2-compliant offer --- which valuation of the Company the Offering Member "thinks is the fair market value" of the Company. Mr. Bidsal used that ambiguity as his justification for refusing to perform as a compelled seller under the Section 4.2 "buy-sell." contending that Section 4 should be interpreted in his favor because Mr. Golshani was its draftsman. While Mr. Golshani had some role in what became Section 4, based on the evidence the Arbitrator finds that Mr. Bidsal controlled the final drafting of the Green Valley Commerce, LLC Operating Agreement, and had the last and final say on what the language was before signing the Operating Agreement, and is deemed to be the principal drafter of Section 4.2 of that agreement and therefore bears the burden of risk of ambiguity or inconsistency within the disputed provision. However, the determinations and award contained herein are based upon the testimony and exhibits introduced at the hearing in this matter, and the determination of draftsman is not dispositive. For the reasons set out herein the determinations and award would be made even if Mr. Bidsal's contention that Mr. Golshani was the draftsman of Section 4 were correct.

18. Beyond the parties' signed, closely read, express Section 4.2 specific intent, per se, there is an unanswered logical flaw in Bidsal's position --- which the Arbitrator has determined to be "outcome determinative." That is, Mr. Bidsal's position might be plausible in the situation in which he has found himself on August 3 --- after and in light of CLA's written response to his July 7 offer --- but it does not and cannot work in all "buy-sell" contingencies contemplated by Section 4.2, given that section's formula, specific intent

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language and all other language in that section, without Mr. Bidsal sub silentio conceding the correctness of CLA's internally consistent position which "works" in all contemplated Section 4.2 "buy-sell" contingencies.

A. Specifically, without that important concession, Mr. Bidsal would be unable to assign a "FMV" value to the Section 4.2 formula in contingencies in which CLA accepted or deliberately or inadvertently failed to respond to Mr. Bidsal's July 7 offer timely, properly or at all.

B. Under the parties' agreed formula for arriving at the "buyout" price, as set forth immediately above the "specific intent" provision of Section 4.2 --- regardless of who is the buyer --- the buy-out price could not be computed, and Mr. Bidsal's contemplated transaction be completed or performed or enforced, without $5 million being "FMV" in the formula, if CLA, via Mr. Golshani, accepted or ignored the Offering Member's Section 4.2 offer.

19. If that is so, and the Arbitrator finds it is, then, logically as well as fairly under Section 4.2 --- which is an agreed fairness provision of the parties --- then $5 million is the "FMV" for the same buy-out formula, if CLA, as here, opted to buy rather than sell a 50% Membership Interest in Green Valley, LLC, without invoking its optional appraisal rights. Absent a demand by the Remaining Member, Section 4 of the Operating Agreement for Green Valley Commerce, LLC does not require an appraisal to determine the price to be paid by Remaining Member CLA for its purchase of Offering Member Bidsal's membership interest in Green Valley, and Mr. Bidsal had no right to demand an appraisal to determine the price to be paid by CLA for Mr. Bidsal's membership interest in Green Valley Commerce, LLC.

20. Significant among other factors adduced at hearing and in post-evidentiary sessions briefing, the Arbitrator further has determined that:

A. The "triggering" of the parties' Section 4.2 "buy-sell" provisions of the Green Valley Commerce, LLC ("Green Valley") Operating Agreement was under the control of Mr. Bidsal, as the Section 4.2 "Offering Party." What that means in this arbitration is that, among other things, Mr. Bidsal controlled whether and when he made his offer, and what the offering price would be, including whether or to what extent Mr. Bidsal engaged in due diligence to determine Green Valley's fair market valuation including via third-party professional appraisal, if he opted to obtain one preparatory to making his Section 4.2 offer.

B. Once Mr. Bidsal, as the contractually "Offering Party" conveyed his Section 4.2 offer --- and pursuant to the parties' "specific intent" set

forth in that section and discussed elsewhere herein, and as a matter of fundamental, cost-effective fairness between essentially partners, regardless of labels --- Mr. Bidsal contractually surrendered control of what next followed in the Section 4.2 "buy-sell" process to Mr. Golshani, on behalf of "Remaining Member" CLA.

C. There was no contractual residual protection available to Mr. Bidsal as to appraisal and/or price of his Membership Interest --- which, under Section 4.2, upon Mr. Bidsal's "triggering" of the same, became "**the** Membership interest" which Mr. Bidsal put in play. Put another way --- although CLA put up about 70% of Green Valley's capital --- CLA and Mr. Bidsal, by agreement, each had a 50% Membership Interest in the Green Valley LLC --- so that, at that point, CLA had the election under the "buy-sell" whether to buy or sell "**the**" 50% Membership Interest in Green Valley put in play by Mr. Bidsal. If CLA elected to buy, rather than sell, CLA had the contractual option to compel Mr. Bidsal to sell his 50% Membership Interest to CLA at a purchase price computed via the Section 4.2 formula, based either on Mr. Bidsal's $5 million valuation of the LLC in his July 7, 2017 Section 4.2 offer. If CLA elected to sell, rather than buy, CLA had the election to have the purchase price, via formula, set in accordance with Mr. Bidsal's offering valuation of $5 million or a (presumably greater) valuation set via contractual third-party appraisal, also under Section 4.2, if Mr. Golshani thought an appraised valuation for purposes of sale of its 50% Membership Interest to Mr. Bidsal would be more favorable to CLA. Thus, Mr. Bidsal had no right to demand an appraisal, and under Section 4.2 Mr. Bidsal was obligated to close escrow and sell his 50% Membership Interest to CLA within 30 days after CLA elected to buy, i.e. by September 3, 2017.

D. Under Section 4.2, CLA, as the Remaining Member, had 30 days from Mr. Bidsal's "triggering" of the "buy-sell" to make its election to buy or sell at the "same" price set forth in Mr. Bidsal's offer or to sell at a presumably higher appraised price --- or as indicated above to deliberately or inadvertently allow the 30-day period to expire without timely, adequate or any written response.

E There is no reference or indication in any earlier draft or other documentation generated prior to, or contemporaneous with, or following execution of the Green Valley Operating Agreement --- pre-dispute --- that an Offering Member retains a reserved right to unilaterally demand an appraisal, following, as here, the Remaining Member's unqualified, written acceptance of the Offering Member's Section 4.2-compliant written offer --- the offer and acceptance both expressly stating, and thus bindingly agreeing, that $5 million is the agreed valuation of the Company for purposes of computing the purchase

and sale price of "the Membership Interest" which was the subject of the parties' Section 4.2-compliant offer and acceptance. [7]

While an earlier version of what became Section 4.2 required that an offer be accompanied by an appraisal, the only reference to an appraisal or appraisal right in the final version of Section 4.2 is "If the offered price is not acceptable to the Remaining Member(s), within 30 days of receiving the offer, the Remaining members (or any of them) can request to establish FMV based on the following procedure...." To repeat, appraisal rights are triggered only"[i]f the [Offering Member's] offered price is not acceptable to the Remaining Member" and, further, that the Remaining Member requests the "following procedure" of an appraisal "within 30 days of receiving the offer." That 30-day period is exactly the same time limitation on the Remaining Member by which to accept the Offering Member's offers or not. By implication, that logically would foreclose the possibility of Mr. Bidsal, as the Offering Member, having a contractual right to request an appraisal to determine "FMV" as a "second bite at the [Green Valley valuation] apple." Similarly, Section 4.2's use of the word "same" market value would exclude a third-party expert-appraised market valuation right in Mr. Bidsal --- that is, without reading in a provision which just is not there expressly or by fair implication.

F. Mr. Bidsal's contractual interpretation position is irreconcilably inconsistent with the parties' specially included "specific intent" language added to the "buy-sell" provision mechanics.

G. Miscalculating the intentions, thinking and/or financial resources available to the other party in an arm's length transaction, such as a Section 4.2 "buy-sell," are not cognizable bases for re-writing or re-interpreting the parties' contractual procedures.

H. Mr. Bidsal's "best estimate of the current fair market value of the Company" at $5 million was authorized, prepared and conveyed on Mr. Bidsal's behalf by his lawyer on July 7, 2017. CLA accepted Mr. Bidsal's July 7 offer on August 3, 2017 --- 27 days later. While Mr. Bidsal appears to have had a unilateral right to retract his offer, at any time prior to its acceptance during that 27-day period --- including because of a realization that he had made a mistake in underestimating the then current fair market value of the Company

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[7] Deleted from the execution copy of the Green Valley Operating Agreement, which was signed by the parties, was Mr. LeGrand's earlier language of Section 7 --- which became Section 4 of the final --- that an LLC member's offer under the "buy-sell" was to be accompanied by an appraiser's appraisal. [8] Similarly, the Arbitrator has not considered any other instance in which Mr. Bidsal contended that he allegedly had appraisal rights.

--- the preponderance of the evidence is that Mr. Bidsal's $5 million conveyed "best estimate" of Green Valley's value in his Section 4.2-compliant offer was the product of careful analysis and forethought and not error -- that is until Mr. Bidsal was informed of CLA's acceptance of his offer and Section 4.2 election to buy, rather than sell, a 50% Membership Interest based on Mr. Bidsal's $5 million valuation of the Company. It was only on August 5, 2017, in express "response to your August 3, 2017 letter relating to the Membership Interest in Green Valley Commerce, LLC" --- that Mr. Bidsal for the first time invoke[d] a purported right to establish the FMV by appraisal" "in accordance with Article V, Section 4 of the Company's Operating Agreement."

21. Mr. Bidsal has not sustained his burden of proof under his counterclaim, and is not entitled to any relief thereunder.

22. CLA's motion for reconsideration of the Arbitrator's sustaining Mr. Bidsal's objections to the admission of Exhibit 39 has been denied. Exhibit 39 is not in evidence, and CLA's reference to that exhibit in briefing other than whether or not that exhibit should be in evidence has not been considered.

A. The apparent primary purpose of CLA's attempt to introduce Exhibit 39 into evidence was to establish so-called "pattern evidence" of the parties' intent to include a "forced buy-sell" in the contract over which the parties are in dispute in this arbitration.[8] CLA's stated or ostensible --- but, the Arbitrator believes, secondary --- purpose in attempting to introduce Exhibit 39 is impeachment. Both efforts by CLA fail for the following reasons.

B. There is no contractual specification or limitation on the Arbitrator's broad authority and discretion conferred by operative JAMS Comprehensive Arbitration Rules, specifically Rule 22(d), to make evidentiary rulings and decisions --- including concerning the admission or exclusion of Exhibit 39.

C. Pattern evidence generally requires more than one instance of the alleged pattern --- which in this case is limited to one instance, which is an operating agreement of an unrelated entity, to which Mr. Bidsal was not a party, concerning an unrelated property, and a dispute in another arbitration, details of which bearing on Exhibit 39 the Arbitrator sought to avoid getting into during hearing in this arbitration. Those factors sufficiently weakened CLA's argument that the proffered "pattern evidence" that Mr. Bidsal's prior inclusion of a "buy-sell" provision agreed to by him in the other operating agreement (Exhibit 39)

[8] Similarly, the Arbitrator has not considered any other instance in which Mr. Bidsal contended that he allegedly had appraisal rights.

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raises an inference that he similarly agreed to a "forced" buy-sell in the Green Valley Operating Agreement.

D. Exhibit 39 was not produced by CLA to Mr. Bidsal, prior to its attempted introduction during the June 28, 2018 Merits Hearing evidentiary session. CLA's only justification for its non-production was that Exhibit 39, as documentation used for impeachment, only, need not be produced or identified, prior to attempted use for that limited purpose during hearing. With respect, the Arbitrator has not been persuaded that Exhibit 39 was withheld from production solely for impeachment at hearing.

24. Paragraph 1 of the relief granted to CLA in this Final Award contains the following language:

"Within ten (10) days of the issuance of the final award in this arbitration, Respondent Sharam Bidsal also known as Shawn Bidsal ("Mr. Bidsal") shall (A) transfer his fifty percent (50%) Membership Interest in Green Valley Commerce, LLC ("Green Valley"), free and clear of all liens and encumbrances, to Claimant CLA Properties, LLC, at a price computed via the contractual formula set forth in Section 4.2 of the Green Valley Operating Agreement with the "FMV" portion of the formula fixed as Five Million Dollars and No Cents ($5,000,000.00) and, further, (B) execute and deliver any and all documents necessary to effectuate such sale and transfer."

Mr. Bidsal's obligation to transfer his 50% interest to CLA pursuant to Section 4.1 of the Green Valley Operating Agreement's, as well as CLA's request for relief in its arbitration demand, necessarily imply and contemplate that the subject interest at the time of transfer must be "free and clear of all liens and encumbrances" --- as the price for that interest under Section 4.1 is to be calculated on the same --- plus via means and within a time after a final arbitration award is issued, by which Mr. Bidsal must effect and complete that transfer --- here, within ten (10) days of the issuance of the final award, pursuant to the execution and delivery of all documents necessary to effectuate the sale and transfer of Mr. Bidsal's 50% interest in Green Valley, LLC.

IV
ATTORNEYS' FEES AND COSTS

25. Having been determined the prevailing party on the merits of the parties' contentions in this Merits Hearing, CLA is entitled to recover its attorneys' fees, costs and expenses as provided under Article III, Section 14.1 of the Green Valley Operating Agreement, which provides, in pertinent part that "at the conclusion of the arbitration, the arbitrator shall award the costs and

expenses (including the cost of the arbitration previously advanced and the fees and expenses of attorneys, accountants, and other experts) to the prevailing party."

26. The Arbitrator has carefully considered and weighed the evidence and other written submissions of the parties in connection with CLA's Section 14.1 attorneys' fees and costs application --- including weighing and consideration of the so-called Brunzell factors, under Nevada law[9] --- and has determined that CLA should be awarded $298,256.900, as and for contractual prevailing party attorneys' fees and costs and expenses reasonably incurred in connection with this arbitration.

27. The $298,256.00 amount to be awarded to CLA against Mr. Bidsal, as and for contractual prevailing party attorneys' fees and costs, has been computed as follows.

A. The full amount of CLA's requested attorneys' fees and costs through September 5, 2018, which is the last date of billed services rendered and costs and expenses incurred, per CLA's October 30, 2018 application for attorneys' fees and costs is $266,239.82.[10]

B. The full amount of additional requested attorneys' fees and costs through February 28, 2019, per CLA's supplemental application for attorneys' fees and costs (denominated, "Additional Presentation") is $52,238.67.

C. CLA's share of Arbitrator's compensation and JAMS management fees and expenses since the last JAMS invoice of 12/19/2018 submitted by CLA's counsel in its Additional Presentation --- including the Arbitrator's time since last JAMS billing to the date of the rendering of this Final Award --- is $6,295.00.

D. The aggregate of the sum of those amounts --- i.e., $324,773.49 -- should and will be reduced by $26,517.26, computed as follows: (1) $13,158.63, representing CLA's attorneys' fees and costs billed in connection with CLA's unsuccessful Rule 18 cross-motion (but not CLA's successful defense of Mr. Bidsal's Rule 18 cross-motion, in the amount of $11,800.00), (2) $12,000.00, representing a discretionary downward adjustment of CLA's attorneys' fees reasonably incurred, primarily after September 5, 2018, based on the Arbitrator's

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[9] Brunzell v. Golden Gate Nat'l Bank, 85 Nev. 345 (1969)("Brunzell").

[10] The full amount of CLA's requested attorneys' fees and costs through September 5, 2018 has been corrected to $266,239.92 from $249,078.75, the figure set forth in Paragraph 3 of Section V of the Interim Award.

careful consideration of CLA's initial application and Additional Presentations and Mr. Bidsal's objections to CLA's requested attorneys' fees, exclusive of his Rule 18 objection (which is covered under item (A), above), and (3) $1,358.63, as and for Mr. Golshani's Las Vegas-related expenses in connection with this arbitration.

After weighing and considering all relevant considerations and in the exercise of the Arbitrator's discretion ---- the Arbitrator has determined that not all of that billed additional attorney and paralegal time can or should included in the Final Award and that the ultimate amount to be awarded in this Final Award is correct and appropriate in the circumstances.

The discretionary downward adjustment of $12,000.00 from CLA's approximately $41,000.00 additional attorneys' fees requested since issuance of the Interim Award should not be interpreted as any direct or indirect criticism of CLA's counsel's decision-making and tasking at any time during this arbitration --- especially given that substantial attorney time appears to have been prompted by Mr. Bidsal's submissions, throughout this arbitration, as also determined below and elsewhere in this Final Award.

28. A principal determination in connection with CLA's application is that the main reason for the attorneys' fees and related costs being of the magnitude sought by CLA is that Mr. Bidsal, not CLA, was the principal cause and driver of those costs. Notwithstanding that Mr. Bidsal selected the attorney who drew the Operating Agreement (Mr. LeGrand), and that Mr. Bidsal had a key role in determining what became the "signed-off" Section 4 contractual provision which has been at the "core" of the parties' dispute, and notwithstanding the parties' specific contractual Section 4.2 "specific intent" and all the other reasons set out above (as in Par. 20(A) through (H), above), Mr. Bidsal's resistance to complying with his obligations included his conducting a "no holds barred" litigation over the "core" dispute over Section 4 contractual interpretation were the main drivers of the high costs of this litigation. "Parties who litigate with no hold barred in cases such as this, in which the prevailing party is entitled to a fee award, assume the risk they will have to reimburse the excessive expenses they force upon their adversaries."[11] --- requiring an arbitration involving attorney-intensive discovery and review of earlier drafts of the Operating Agreement, deposition and hearing testimony of Mr. LeGrand, attorney time to oppose Mr. Bidsal's motion to stay the arbitration and then to develop and demonstrate to the Arbitrator by testimony (including cross-

[11] Stokus v. Marsh, 295 Cal.App3d 647, 653-654 (1990). Mr. Bidsal earlier on conceded that "although Nevada law controls, Nevada courts do consider California cases if they assist with the interpretation." January 8, 2018 Bidsal Opening Brief, at p. 7. Mr. Bidsal's objections to attorneys' fees cite California, as well as Nevada cases.

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examination) and extensive briefing why Mr. Bidsal's position, exhibits (e.g., Exhibit 351) and contentions concerning his claimed right of appraisal, in lieu of a $5 million "FMV", did not have merit --- were the main drivers of the high costs of this litigation, also knowing of the Section 14.1 consequences, if and as he has lost his unavailing fight for an unavailable rights of appraisal. CLA was required to have two senior attorneys (i.e., Rodney Lewin, Esq. and Louis Garfinkel, Esq.) because --- while Mr. Lewin, was CLA's lead counsel --- he is not admitted in Nevada, whose law governed the "core" Section 4.2 provision, as well as the Section 14.1 "prevailing party" attorneys' fees and costs provision --- and Mr. Garfinkel is admitted in Nevada and, further attended the deposition of Mr. LeGrand, which was taken in Nevada. It is also material that there was a symmetry in representation between the teams representing the parties. Mr. Bidsal was represented in this arbitration by three attorneys (Messrs. Shapiro and Herbert (NV) and Mr. Goodkin (CA), two of whom appeared for each deposition.

The applicability of Nevada substantive law and the provision for a Nevada venue for the Merits Hearing evidentiary sessions does not require or, without more, persuade the Arbitrator that Las Vegas, Nevada rates should be a "cap" or "prevailing market" hourly rate for purposes of determining the reasonable attorney's fees of a Section 14.1 prevailing party in this arbitration. Mr. Bidsal has not cited any case so requiring or that Las Vegas is the sole relevant legal market, regardless, for determining reasonable hourly rates for legal services.[12] Both sides had Southern California counsel, as well as Nevada counsel, as part of their trial teams and Messrs. Bidsal and Golshami are residents of Southern California. While the Arbitration Demand stated that the arbitration should be held in Las Vegas, it was at Mr. Bidsal's behest, later, that the Merits Hearing evidentiary sessions were held in Las Vegas, rather than in Southern California.

In the circumstances of this hotly contested case, and with the Arbitrator being familiar with prevailing hourly rates for legal services in both Las Vegas and Southern California, the $475/hr, with 42 years experience, and $395/hr for 60 years experience for Messrs Lewis and Agay and Mr. Garfinkel's rate of $375/hr for 30 years experience, were reasonable,[13] as were their billed hours of service, in the circumstances.[14] That is so notwithstanding the

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[12] But see Reazin v. Blue Cross & Shield, 899 F.2d 951, 983 (10th Cir. 1990) (affirmance of district court award attorneys' fees award, including based on out-of-state (Jones Day) hourly rates which exceeded those of local (Wichita) attorneys).

[13] The hourly rates of Messrs. Lewin and Agay are below comparable Southern California prevailing hourly rates for comparable legal services and relevant experience.

[14] That is so, particularly after a pre-application downward adjustment of approximately $28,000 in the amount of CLA's billed attorneys' fees.

considerable cross-traffic of briefing which, in the circumstances, appears to have been largely unavoidable, as well as, on balance, helpful to the Arbitrator, and thus, should not be the subject of penalty (including denial of prevailing party recovery).

However, under the authority of Nevada law --- in contrast to California law and, generally, law elsewhere --- CLA is not entitled to its attorneys' fees and costs incurred in connection with its Rule 18 cross-motion which --- along with Mr. Bidsal's cross-motion --- was denied. Barney v. Mt. Rose Heating & Air Conditioning, 192 P.2d 730, 726-737 (2008). As CLA's attorneys' fees in connection with the cross-motions in the amount of approximately $23,600 cannot meaningfully or cost-effectively be segregated by cross-motion, the Arbitrator has determined that one half of that amount --- i.e., $11,800 --- should not and will not include CLA's Rule 18 fees and costs incurred as part of CLA's awardable prevailing party fees and costs. In addition, Mr. Golshani's Las Vegas-related travel and accommodation expenses of $1,358.63 will also not be included as recoverable legal fees or costs.

Both sides have waived any objection which they had or may have had to a more detailed (e.g., factor-by-factor) and/or full-bodied analysis or discussion of the Bunzell factors in this Final Award or in the Interim Award. That is because neither side submitted any request for any such analysis or discussion, timely or at all, for inclusion of the same in this Final Award, after having been expressly afforded the opportunity to make such a request by February 28, 2019, 4:00 p.m. in the 7th subparagraph of Paragraph 23 of the Interim Award --- expressly subject to waiver of objection under JAMS Comprehensive Arbitration Rule 27(b) (Waiver) for failure to timely make such a request.[15]

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In addition, the relative amounts of total hours billed among CLA's counsel and a paralegal appear for this engagement to be in balance.

[15] The 7th subparagraph of Paragraph 23 of the Interim Award, at p. 19 thereof, states as follows:

"Upon receipt of written request by either side, by February 28, 2019, 4:00 p.m. (PT), the Arbitrator will consider preparing and including in the final award a more detailed explanation, including via Brunzell factor-by-factor analysis. If neither side timely requests a more full-bodied analysis and/or discussion of the Brunzell factors than the salient factors and considerations hereinabove set forth, any subsequent objection based on Brunzell should and will be deemed waived. See JAMS Comprehensive Arbitration Rule 27(b) (Waiver)."

V
RELIEF GRANTED AND DENIED

Based on careful consideration of the evidence adduced during and following the evidentiary hearings held to date, and the determinations hereinabove set forth, and applicable law, and good cause appearing, and subject to further modification as permitted by law and JAMS Comprehensive Arbitration Rules and Procedures, the Arbitrator hereby grants and denies relief in this Final Award, and it is adjudged and decreed, as follows:

1. Within ten (10) days of the issuance of this Final Award, Respondent Sharam Bidsal also known as Shawn Bidsal ("Mr. Bidsal") shall (A) transfer his fifty percent (50%) Membership Interest in Green Valley Commerce, LLC ("Green Valley"), free and clear of all liens and encumbrances, to Claimant CLA Properties, LLC, at a price computed in accordance with the contractual formula set forth in Section 4.2 of the Green Valley Operating Agreement, with the "FMV" portion of the formula fixed as Five Million Dollars and No Cents ($5,000,000.00) and, further, (B) execute any and all documents necessary to effectuate such sale and transfer.

2. Mr. Bidsal shall take nothing by his Counterclaim.

3. As the prevailing party on the merits, CLA shall recover from Mr. Bidsal the sum and amount of $298,256.00, as and for contractual attorneys' fees and costs reasonably incurred in connection with this arbitration.

4. Except as permitted under JAMS Comprehensive Arbitration Rule 24, neither side may file or serve any further written submissions, without the prior written permission of the Arbitrator. See JAMS Comprehensive Rule 29.

5. To the extent, if any, that there is any inconsistency and/or material variance between anything in this Final Award and the Interim Award, Merits Order No. 1 and/or any other prior order or ruling of the Arbitrator, this Final Award shall govern and prevail in each and every such instance.

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6. This Final Award resolves all claims, affirmative defenses, requests for relief (including requests for reconsideration) and all principal issues and contentions between the parties to this arbitration.

Except as expressly granted in this Final Award, all claims and requests for relief, as between the parties to this arbitration, are hereby denied.

Dated: April 5, 2019

STEPHEN E. HABERFELD
Arbitrator

PROOF OF SERVICE BY EMAIL & U.S. MAIL

Re: CLA Properties, LLC vs. Bidsal, Shawn
Reference No. 1260004569

I, Anne Lieu, not a party to the within action, hereby declare that on April 05, 2019, I served the attached Final Award on the parties in the within action by Email and by depositing true copies thereof enclosed in sealed envelopes with postage thereon fully prepaid, in the United States Mail, at Los Angeles, CALIFORNIA, addressed as follows:

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Shawn Bidsal

I declare under penalty of perjury the foregoing to be true and correct. Executed at Los Angeles, CALIFORNIA on April 05, 2019.

Anne Lieu
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EXHIBIT 20

EXHIBIT 20

HON. DAVID T. WALL (Ret.)

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Arbitrator

JAMS

BIDSAL, SHAWN, Claimant, v. CLA PROPERTIES, LLC, Respondents.	Ref. No. 1260005736 **FINAL AWARD**[1]

This matter was presented for Arbitration and a Hearing conducted on March 17-19, 2021, April 26-27, 2021 and September 29, 2021, at the offices of JAMS in Las Vegas before Arbitrator David T. Wall.[2] Claimant appeared personally and with James E. Shapiro, Esq. and Douglas D. Gerrard, Esq. Respondent appeared through representative Benjamin Golshani, with counsel Rodney T. Lewin, Esq, and Louis E. Garfinkel, Esq.

At the Hearing, both Bidsal and Golshani provided testimony.[3] Claimant also called forensic accountant Chris Wilcox and Respondent called forensic accountant Dan Gerety, Jeff Chain and Kasandra Schindler. Excerpts of testimony from the deposition of Jim Main were read

[1] On October 27, 2021, the undersigned Arbitrator issued an Interim Award. Sections I through IV of the Interim Award are reproduced here materially unchanged. The Interim Award included a briefing schedule for an application for an award of attorneys' fees and costs, which is addressed in section V herein.
[2] Closing arguments were conducted on September 29, 2021, via the Zoom videoconference platform.
[3] The totality of the witnesses' testimony is not restated herein. Included are material elements of testimony germane to the Arbitrator's Award.

into the record after designations and cross-designations by counsel. The following exhibits were admitted during the Arbitration Hearing: Joint Exhibits 1-34, 35-39, 43, 50, 52, 56-58, 67, 84, 85, 87, 91, 95, 97, 108, 111, 112, 114, 118,123, 125,136, 137, 139 153, 164-166, 180, 184, 188 (for a limited purpose)-193, portions of 198, 200-202 and 206.[4]

I. Factual Background

Claimant Shawn Bidsal (hereinafter "Bidsal" or "Claimant") and his first cousin, Benjamin Golshani ("Golshani"), formed a joint venture in 2010 called Green Valley Commerce, LLC ("GVC"). Golshani's interest was held entirely by Respondent CLA Properties, LLC ("Respondent" or "CLA"), for which Golshani is the sole member and manager.

Prior to the formation of the joint venture, Claimant was the successful bidder on a note for which the borrower was in default. The note was secured by a Deed of Trust against two parcels of commercial property with eight buildings and a parking lot thereupon. Shortly after Claimant successfully bid on the note, the joint venture between Claimant and Respondent was formed. According to the Operating Agreement for GVC ("OA"), Claimant contributed $1,215,000 toward the purchase price of the note. Golshani contributed $2,834,250 and directed that his interest be held by CLA. Although Claimant provided approximately 30% of the initial capital contribution and Respondent provided approximately 70%, the parties agreed that each member's interest in the joint venture would be 50%. This discrepancy was the result of Claimant's relinquishment of the discovery of the GVC opportunity, combined with Claimant's expertise in managing commercial properties (Golshani had little such experience). Claimant also was chosen to be the day-to-day manager of the properties, although the OA identified both parties as managers.

[4] A corrected version of Exhibit 200 was submitted by Respondent with leave of the Arbitrator on September 29, 2021.

Within several months of the acquisition of the note, Claimant on behalf of GVC negotiated a Deed in Lieu of Foreclosure Agreement with the defaulting borrower. As a result, GVC forgave principal and interest due on the note but received fee simple title in the collateral (the GVC commercial properties). Within this transaction, the borrower also relinquished approximately $295,000 in collected rents from the properties, plus approximately $74,000 in security deposits also being held by the borrower.

At a point in time thereafter, the parties agreed to divide each of the eight commercial buildings into its own parcel, with an additional identified parcel for the joint parking area for the buildings. Each of these parcels was given its own parcel number. By agreement, the parties engaged the services of a vendor in 2013 to provide a Cost Segregation Report that placed a value (or cost basis) for each of the eight individual parcels with buildings on them. The parties agreed that subdividing the entire property in this manner increased the overall value of the properties, such that any of the parcels could be sold individually.

Although the joint venture originated in June of 2011, the OA, which was the subject of significant negotiations between the parties, was not executed until December of 2011.

During the years that followed, three of the eight buildings were sold by GVC. In 2012, the parcel identified as Building C was sold for approximately $1,025,000, resulting in net proceeds of approximately $899,000. By agreement of the parties, the proceeds were immediately deposited with a §1031 exchange accommodator, and in 2013 the exchange was completed with the purchase of a property in Phoenix, Arizona (the "Greenway" property). All but approximately $95,000 of the proceeds of the sale of Building C were used for the purchase of the Greenway property.

In 2014, Building E was sold for approximately $850,000, and in 2015 Building B was sold for approximately $617,760. The proceeds for all three sales (other than the funds used in the §1031 exchange for purchase of the Greenway property) were distributed to Claimant and Respondent as described in more detail below.

The OA contained a provision (Article V, Section 4) permitting one member to initiate a purchase or sale of that member's interest in GVC by the other. The substance of this "buy-sell" provision allowed for one of the members to offer to buy out the interest of the other member based on an offered fair market value of GVC, which would then be inserted into a mathematical formula set forth in the OA to subsequently arrive at a final purchase price. Under the OA, the member making the offer is referred to as the "Offering Member" and the one receiving the offer is referred to as the "Remaining Member." Once the offer is made by the Offering Member, the Remaining Member has the option to: 1) sell his interest using the fair market valuation in the offer, as applied to the formula in the OA; 2) buy the Offering Member's interest using that same fair market valuation and inserting it into the formula in the OA; or 3) demand an independent appraisal to arrive at a fair market valuation, to be used in the formula in the OA. The final paragraph of Section 4.2 of the OA regarding this buy-sell provision states as follows:

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

OA, Article V, Section 4.2.

The formula to be used for calculating the purchase price, pursuant to Section 4.2, is the following:

> (FMV – COP) x 0.5 + capital contribution of the Offering Member(s) at the time of purchasing the property minus prorated liabilities.

Id. "FMV" is defined in the OA as "fair market value" as specified in Section 4.2, and "COP" is defined as "cost of purchase" as specified in the escrow closing statement at the time of purchase of each property owned by GVC.

On July 7, 2017, Claimant sent a written offer to Respondent to buy Respondent's 50 percent interest in GVC, using a fair market value (to be inserted into the formula set forth above) of $5,000,000. Using the buy-sell provision referred to above, Respondent on August 3, 2017, elected to buy Claimant's 50 percent interest (rather than sell his own interest) using Claimant's $5,000,000 fair market valuation. On August 5, 2017, Claimant sent notice to Respondent that he was invoking a right under the OA to establish fair market value (for purposes of the formula in the OA) by independent appraisal. On August 28, 2017, CLA responded with a letter suggesting its readiness to close escrow to purchase Bidsal's membership interest.

Thereafter, CLA initiated JAMS Arbitration No. 1260004569 before the Hon. Stephen E. Haberfeld, Ret., to force Bidsal to comply with the buy-sell provision in Section 4 of the OA and sell his membership interest to CLA. Judge Haberfeld determined, in a final award dated April 5, 2019, that Bidsal must sell his membership interest in GVC to CLA under the formula set forth in the OA, using Bidsal's originally offered $5,000,000 as the FMV component. Following the denial of a Motion to Vacate Judge Haberfeld's Award in December of 2019, Bidsal filed an appeal with the Nevada Supreme Court and obtained a stay of the Order to sell his interest in GVC to CLA.

While the appeal was pending, Bidsal filed the instant Arbitration in February of 2020 to resolve any dispute between the parties as to the final purchase price, using the formula set forth in the OA with the FMV component already fixed by Judge Haberfeld at $5,000,000. This Award,

then, determines a final purchase price under that formula, should the Nevada Supreme Court deny Bidsal's request to vacate the prior award.[5]

II. Procedural History

This matter is in Arbitration based upon an Arbitration provision in Article III, Section 14.1 of an Operating Agreement for Green Valley Commerce, LLC, dated on or about June 15, 2011. Neither side currently challenges the arbitrability of the instant dispute.

In this proceeding, Bidsal claims that CLA has essentially forfeited the right to purchase Claimant's interest in GVC based upon a failure to tender payment to Bidsal. The parties tacitly agree that among the issues presented in this proceeding is a calculation of the purchase price of Bidsal's membership interest in GVC, using the formula provided for in the OA with the fair market value component fixed at $5,000,000 based on Judge Haberfeld's Award. Additionally, Respondent alleges that Claimant has, while managing the properties, made distributions to himself in excess of that to which he is entitled. Also at issue is the effective date of any purchase of Claimant's interest in GVC, which begets additional issues to be determined (potential interest to be awarded, Claimant's entitlement to management fees, the propriety of and accounting for any distributions made to Claimant after such effective date, etc.). Each of these issues are discussed below.

III. Legal Standard

Issues presented herein require the interpretation of certain sections of the Operating Agreement for Green Valley Commerce, LLC. When the facts are not in dispute, contract interpretation is a question of law. Lehrer McGovern Bovis, Inc. v. Bullock Insulation, Inc., 124

[5] The appeal remains outstanding before the Nevada Supreme Court as of the date of this Award. Both parties recognize that the determination of a final purchase price herein is conditioned upon the denial of Claimant's request to vacate the award by Judge Haberfeld, and that no sale can be consummated or finalized while the stay is in effect.

Nev. 1102, 1115 (2008). In interpreting a contract, the intent of the parties shall be effectuated, which may be determined in light of the surrounding circumstances if not clear from the contract itself. Anvui, LLC v. G.L.Dragon, LLC, 123 Nev. 212, 215 (2007). A contract is ambiguous when it is subject to more than one reasonable interpretation. Id. Parol evidence is admissible for ascertaining the true intentions and agreement of the parties when the written instrument is ambiguous. M.C. Multi-Family Development, LLC v. Crestdale Associates, Ltd., 124 Nev. 901, 913-914 (2008). It may also be introduced to show subsequent oral agreements to modify a written contract or to show the existence of a separate oral agreement as to any matter on which a written contract is silent and which is not inconsistent with its terms. Id. When there exists contradictory or inconsistent language in different portions of the contract provisions, a tribunal should endeavor to harmonize the provisions and construe them to reach a reasonable solution. Eversole v. Sunrise Villas VIII Homeowners Association, 112 Nev. 1255, 1260 (1996). As the Nevada Supreme Court stated in Mohr Park Manor, Inc. v. Mohr, 83 Nev. 107 (1967):

> In interpreting an agreement a court may not modify it or create a new or different one. A court is not a liberty to revise an agreement while professing to construe it. Reno Club, Inc. v. Young Investment Co., 64 Nev. 312, 323-324, 182 P.2d 1011, 173 A.L.R. 1145 (1947). On the other hand, a contract should be construed, if logically and legally permissible, so as to effectuate valid contractual relations, rather than in a manner which would render the agreement invalid, or render performance impossible. Reno Club, Inc. v. Young Investment Co., supra, 64 Nev. 325, 182 P.2d 1011. See also, 4 Williston, Contracts, §620 (3d Ed. 1961) wherein it stated: 'The Writing Will Be Interpreted If Possible So That It Shall Be Effective and Reasonable. An interpretation which makes the contract or agreement lawful will be preferred over one which would make it unlawful; an interpretation which renders the contract or agreement valid and its performance possible will be preferred to one which makes it void or its performance impossible or meaningless; an interpretation which makes the contract or agreement fair and reasonable will be preferred to one which leads to harsh or unreasonable results.' A court should ascertain the intention of the parties from the language employed as applied to the subject matter in view of the surrounding circumstances.

Mohr Park Manor, 83 Nev. at 111.

IV. Factual and Legal Analysis

A. Failure to tender funds

Claimant argues that Respondent's failure to tender the purchase price terminated CLA's right to purchase Bidsal's interest in GVC. Initially, Claimant argues that CLA failed to tender the purchase price in the fall of 2017 when offers and counteroffers were made. It is the determination of the Arbitrator that this issue is beyond the scope of the current Arbitration proceeding, and needed to be addressed in the original Arbitration proceeding before Judge Haberfeld. In April of 2019, Judge Haberfeld determined that Claimant must transfer his interest in GVC to Respondent. As such, it is the determination of the Arbitrator that Claimant is not entitled to relief on this issue in the current proceeding.

Next, Claimant argues that CLA's failure to tender any funds to Bidsal after Judge Haberfeld's arbitration award terminated CLA's right to purchase Bidsal's interest in GVC. Immediately following Judge Haberfeld's award, Claimant filed a Motion to Vacate the award in the Clark County District Court. That Motion was denied by Hon. Joanna Kishner in December of 2019 and Claimant immediately sought and received a stay of enforcement of Judge Haberfeld's award to take an appeal to the Nevada Supreme Court. Under these facts, it is the determination of the Arbitrator that any perceived failure of Respondent to tender was appropriate given the state of the proceedings, and is consistent with Claimant's actions in seeking to vacate the award prior to its enforcement. Respondent effectively had an order in place compelling Claimant to sell his interest in GVC to CLA, and valid tender was no longer a prerequisite to Respondent's ability to enforce the buy-sell provision. As such, it is the determination of the Arbitrator that Claimant is not entitled to relief on this issue in the current proceeding.

B. Distribution of proceeds from the sale of properties

Respondent contends that Claimant improperly distributed the proceeds from the sale of certain of the properties belonging to GVC.

Exhibit A to the OA, at section 5.1.1.1, states that "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...."

Exhibit B to OA is a single-page document showing each member's percentage interest in GVC (Bidsal and CLA each at 50%) and each member's capital contributions (Bidsal $1,215,000 for 30% and CLA $2.834.250 for 70%). Exhibit B goes on to state the following:

> PREFFERED ALLOCATION AND DISTRIBUTION SCHEDULE
> Cash distributions from capital transactions shall be distributed per the following method between the members of the LLC. Upon any refinancing event, and upon the sale of Company asset, cash is distributed according to a "Step-Down Allocation." Step-down means that, step-by-step, cash is allocated and distributed in the following descending order of priority, until no more cash remains to be allocated. The Step-Down Allocation is:
>
> > First step, payment of all current expenses and/or liabilities of the Company;
> >
> > Second step, to pay in full any outstanding loans (unless distribution is the result of a refinance) held with financial institutions or any company loans made from Manager(s) or Member(s).
> >
> > Third step, to pay each Member an amount sufficient to bring their capital accounts to zero, pro rata based upon capital contributions.
> >
> > Final step, After the Third Step above, any remaining net profits or excess cash from sale or refinance shall be distributed to the Members fifty percent (50%) to Shawn Bidsal and fifty percent (50%) to CLA Properties, LLC.
>
> Losses shall be allocated according to Capital Accounts.
>
> Cash Distributions of Profits from operations shall be allocated and distributed fifty percent (50%) to Shawn Bidsal and fifty percent (50%) to CLA Properties, LLC.

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

OA, Exhibit B.

As set forth above, three of the eight buildings were sold between 2012 and 2017. Based on the language of Exhibit B, Respondent contends that these sales constituted "capital transactions" and required distribution of the sales proceeds to the Members consistent with the Preferred Allocation and Distribution Schedule, thereby necessitating distribution (as described in the Third Step) pro rata based on the Members' capital contributions (70% to CLA and 30% to Bidsal) until the capital contributions were entirely reimbursed.

Bidsal did not distribute proceeds from the three sales pursuant to the Preferred Allocation and Distribution Schedule ("PA" or "waterfall provision") set forth in Exhibit B. Based upon the language from Exhibit A, Section 5.1.1.1 (as quoted above) and the language of Exhibit B, Bidsal testified that he determined that each individual sale did not constitute a "capital transaction" as it did not involve the sale of the totality of the Company's asset. Further, he relied on the definition of Cash Distributions of Profits as set forth in Exhibit B (to be distributed 50-50) referring to a capital transaction being one of a "sale of all or a substantial portion of the Company's assets."

Instead, Bidsal distributed proceeds using a two-step approach. He testified that he used the Cost Segregation Report to determine a cost basis for each of the properties as it was sold. He testified that he allocated and distributed the sales proceeds on a 70-30 split up to the amount of the cost basis, so as to provide each Member a return of its original cash contribution for that parcel. He then split the profit (the extent to which the sales proceeds exceeded the cost basis) to the Members on a 50-50 basis.

For Building C, the cost basis in the Cost Segregation Report was $399,193.81. Building C sold for $1,025,000, with net proceeds of $898,629.23. All but $95,272.65 of those proceeds were used as part of the §1031 exchange to purchase the Greenway property in Arizona. Bidsal testified that for the $95,272.65 in remaining proceeds, he split that 70-30 between the Members since it did not exceed the cost basis amount for Building C.

Building E was sold in November of 2014 for $850,000 and Building B was sold in September of 2015 for $617,760. Bidsal testified that he used the same rationale in splitting these proceeds. For the amount of proceeds for each sale up to the cost basis for each parcel as set forth in the Cost Segregation Report, Bidsal distributed the proceeds on a 70-30 split. For the profit (the extent to which the sales proceeds exceeded the cost basis for each parcel), Bidsal distributed the proceeds on a 50-50 split.

Bidsal testified that he believed that the manner in which he distributed the proceeds from the three sales was consistent with Exhibit B of the OA and the parties' intentions throughout the life of GVC, prior to the institution of litigation in late 2017. Bidsal credibly testified that prior to distributing proceeds from each sale, he consulted with CLA principal Golshani, who agreed to Bidsal's distribution mechanism. For each sale, Bidsal provided Respondent with a detailed breakdown of the distribution of sales proceeds.[6] For each sale, the distribution breakdown was clearly noted in the tax returns for that year and itemized on each Member's Schedule K-1 form. For the sales of Buildings E and B, Bidsal provided two separate checks to each member: one comprising that member's share of the 70-30 split of the cost basis, and one comprising the member's share of the profit (split at 50-50).[7] The evidence clearly shows that Respondent was

[6] Golshani testified that he had no disagreement with the cost basis amounts attributed to each parcel in the Cost Segregation Report.

[7] Only one check was given to each member after the sale of Building C, since the remaining proceeds did not exceed the cost basis.

aware of the process used by Bidsal to calculate these distributions and approved the allocations and distributions based on Bidsal's interpretation of the language in Exhibit B.

Aside from the proceeds from the parcel sales referenced above, Bidsal testified that all other distributions of profits from the building leases was distributed on a 50-50 basis, pursuant to Exhibits A and B to the Operating Agreement. These distributions provided each member with more than $2 million dollars between 2011 and 2019.

Respondent contends that the OA required Bidsal to distribute all of the sales proceeds on a 70-30 basis until all of the capital contributions of the parties were recouped. This position is belied by the OA and the evidence presented in this proceeding.

Both parties agree, and have argued in this proceeding, that the OA is ambiguous and not well drafted. As set forth above, an interpretation of the relevant provisions of the OA requires the Arbitrator to determine the intent of the parties at the time of the execution of the agreement, Anvui, supra, to harmonize the inconsistent or ambiguous provisions to reach a reasonable solution consistent with the parties' intentions. Eversole, supra, Mohr Park Manor, supra.

The evidence strongly establishes that at the time of the formation of GVC and the execution of the OA, the objective of GVC was to split all income earned from the entity on a 50-50 basis, with each member being reimbursed for their capital contribution if the company asset was sold at some point in the future. At the time of the formation GVC, the plan was not to subdivide and sell off parcels of real property. This objective is noted in the OA, which states that the business of the company was to acquire secure debt, convert it to fee simple title and then manage the property. See, OA, Art. 1, Sec 01.[8] The formula for calculating the purchase price of a member's interest, discussed in more detail below, is designed to allow the selling member to

[8] The Operating Agreement is littered with errors in the numbering of sections and provisions. Nonetheless, provisions are identified in this Award using the section numbers in the actual OA.

recoup his capital contribution while receiving 50% of the appreciation of the fair market value of the entity. See, OA, Art. 5, Sec. 4.2. The OA further sets forth that "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"***...." See, OA, Exhibit A, Section 5.1.1.1 (emphasis in original). Exhibit B to the OA states that the Percentage Interests of each member are 50-50, and further states that profits from operations shall be allocated and distributed fifty percent (50%) to Shawn Bidsal and fifty percent (50%) to CLA. See, OA, Exhibit B.

It is clear that the intention of the parties was to allocate gains on a 50-50 basis unless and until the Preferred Allocation language in Exhibit B of the OA was triggered. The evidence establishes that this was fundamental to the formation of the entity.

Both parties agree that the language of Exhibit B to the OA regarding the Preferred Allocation is ambiguous, and both parties ask the Arbitrator to interpret these provisions to effectuate the intent of the parties. Ambiguity is evident from the relevant language of the Preferred Allocation provision. Initially, it states as follows:

> PREFFERED 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."

OA, Exhibit B.

As set forth above, the OA provides that cash distributions from profits and allocations of income, gain, loss, deduction or credit are on a 50-50 basis, subject to the application of the Preferred Allocation for capital transactions which would result in a 70-30 allocation. However, "capital transactions" is not defined anywhere in the OA. Further, the phrase "and upon the sale of Company asset" presents further ambiguity, suggesting that a sale of the single asset of GVC

might be necessary to trigger the Preferred Allocation. This interpretation would be consistent with the overall business model suggested above, especially in light of the fact that at the time of the first draft of Exhibit B to the OA, GVC owned a single asset (a note) and had not acquired fee simple title to the property (and had not subdivided the property).

The following provision at the end of the one-page Exhibit B to the OA creates further confusion as to the application of the Preferred Allocation:

> Cash Distributions of Profits from operations shall be allocated and distributed fifty percent (50%) to Shawn Bidsal and fifty percent (50%) to CLA Properties, LLC.
>
> > It is the express intent of the parties that "Cash Distributions of Profits" refers to distributions generated from operations resulting in ordinary income in contrast to Cash Distributions arising from capital transactions or non-recurring events such as a sale of all or a substantial portion of the Company's assets or cash out financing.

Id.

Although this provision does not expressly define "capital transactions" for purposes of triggering the Preferred Allocation, it does contrast cash "distributions from operations resulting in ordinary income" (to be distributed 50-50) from "a sale of all or a substantial portion of the Company's assets" (to be distributed 70-30 pursuant to the Preferred Allocation).

Both Bidsal and Golshani testified to their intent regarding these ambiguous provisions. Golshani testified that when he signed the OA, he was not aware that under the OA CLA and Bidsal each had 50% interests in GVC. Transcript, March 17, 2021, p. 83:9-15.[9] This testimony is not credible, in light of all of the evidence surrounding the formation of GVC and Golshani's role in negotiating terms of the OA. Later, Golshani testified that it was his understanding that profit from rent would be distributed 50-50 and any other distributions would be on a 70-30 basis until the capital contributions were returned. Transcript, April 26, 2021, p. 1050:15-21. Bidsal

[9] The parties provided a court reporter for the proceedings, and each party at times has cited from the transcript during the course of these proceedings. Therefore, when necessary, the Arbitrator will also cite to the transcript.

testified that it was his intent (and his agreement with Golshani for CLA) that the members' capital contributions would be returned if there were sufficient funds available from a refinancing of the property, or if the entirety of GVC's assets were sold. Transcript, March 17, 2021, p. 301:5-20. He testified that the Preferred Allocation in Exhibit B to the OA was intended to return the members' capital contributions as part of a winding down or liquidation of the company. Id. at p.305:16-306:3. He further testified that the Preferred Allocation was not triggered by any of the subsequent sales of any of the buildings or parcels. Id. at 306:4-10.

Both parties presented forensic accountants to assist in the interpretation of these provisions as to whether the Preferred Allocation[10]. Respondent presented Daniel Gerety, who testified that a sale of any of the parcels would constitute a "capital transaction" as that term is generally understood, thereby triggering a 70-30 distribution pursuant to the Preferred Allocation provision of Exhibit B to the OA. Transcript, March 19, 2021, p. 859:12-860:15. Claimant presented Chris Wilcox, who testified that none of the three building sales triggered the Preferred Allocation, since they did not constitute "a sale of all or a substantial portion of the Company's assets" as stated in Exhibit B. Transcript, March 18, 2021, p. 352:18-353:18. He also stated that GVC's tax returns, prepared by the office of accountant Jim Main, show that none of the sales of the three buildings were treated as though they triggered the Preferred Allocation provision of Exhibit B to the OA. Id. at p. 353:19-354:17. Wilcox further testified that interpreting the Preferred Allocation in the manner supported by Gerety would have prevented Bidsal from enjoying the appreciation of the gain on the buildings that were sold. Id. at 387:10-23.

Essentially, then, it was the opinion of CLA's expert Gerety that all of the proceeds of each of the parcel sales, including the profit or gain, should have been distributed to the members on a

[10] Neither party disputed the qualifications of the forensic accountants to testify as experts in this matter.

70-30 basis until each member had recouped his entire capital contribution. It was the opinion of Bidsal's expert Wilcox that none of the sales constituted capital transactions triggering the Preferred Allocation, and as such all of the proceeds could properly have been distributed on a 50-50 basis.

As set forth above, Bidsal's methodology followed neither of those opinions. He distributed the portion of the sale proceeds constituting the cost basis for each parcel as a return of capital (on a 70-30 basis), and the gain from each sale on a 50-50 basis. GVC's accountant, Jim Main, testified that this was consistent with his interpretation of Exhibit B to the Operating Agreement. Transcript, April 27, 2021, p. 1321:1-1323:3.[11] Wilcox testified that although the Preferred Allocation was not triggered by the sales of the three buildings, the manner in which Bidsal actually distributed the sales proceeds inured to the benefit of CLA. Transcript, March 18, 2021, p. 356:3-11; 377:9-18.

It is the determination of the Arbitrator that Gerety's interpretation of Exhibit B, insofar as each parcel sale triggering the application of the Preferred Allocation, is not a reasonable interpretation of this ambiguous and poorly drafted provision, in light of the substantial evidence in the record regarding the intent of the parties as it relates to these distributions. It is further the determination of the Arbitrator that Exhibit B to the OA evidences the intent of the parties that the Preferred Allocation procedures would apply only in "a sale of all of a substantial portion of the Company's assets," as that phrase is used in Exhibit B. Although Wilcox's interpretation is the more reasonable one, given the evidence of the overall objectives of the parties in forming this entity, Bidsal's actual methodology was far more favorable to CLA than it needed to be under the terms of the OA. An interpretation of ambiguous contractual provisions that makes the agreement

[11] Main did not testify at the Arbitration Hearing, but designated (and cross-designated) portions of his deposition were read into the record at the Hearing.

fair and reasonable will be preferred to one which leads to harsh or unreasonable results. Mohr Park Manor, 83 Nev. at 111, quoting 4 Williston, Contracts, 620 (3rd Ed. 1961).

Therefore, it is the determination of the Arbitrator that the manner in which Bidsal distributed the proceeds of the sales of Buildings C, E and B was more favorable to CLA than required by the terms of Exhibit B to the OA and does not constitute any improper or excessive distribution to Claimant. Noteworthy in this analysis is strong evidence of an agreement between Bidsal and Golshani to treat the sale proceeds in this manner, thereby establishing either: 1) parol evidence of the true intentions and agreement of the parties when the written instrument is ambiguous, M.C. Multi-Family Development, LLC v. Crestdale Associates, Ltd., supra at 913-914 (2008); or alternatively 2) evidence of a subsequent oral agreement to modify the written contract. Eversole, supra at 1260. Here, Bidsal testified that he had conversations with Golshani regarding the manner in which the proceeds from the first building sale (Building C) would be distributed, such that the cost basis would be distributed on a 70-30 basis and the remaining balance would be split 50-50. Transcript of March 19, 2021, p. 640:7-641:20. Bidsal testified that Golshani agreed to this procedure and did not object to it. Id., p. 641:21-642:4. Bidsal testified that the same conversations with Golshani occurred (and the same agreement was reached) for the sales of Building E and Building B. Id. at p. 651:7-652:23. Further evidence of this agreement between Bidsal and Golshani, and of the transparent nature of Bidsal's actions in distributing the proceeds, is found in the following:

- For each of the three sales, Bidsal provided Golshani with a detailed breakdown of the distribution process under the agreed-upon methodology;

- For the sales of Buildings E and B, Bidsal provided Golshani with separate checks for the portion of proceeds divided 70-30 and the portion divided 50-50, pursuant to the detailed breakdown;
- Jim Main testified that he prepared the Company's tax returns consistent with this distribution procedure;
- Tax returns sent to (and reviewed by) Golshani evidenced this distribution procedure, for each year that a building sale took place;
- Golshani's Schedule K-1 form evidenced this distribution procedure;
- Golshani's did not object to the manner in which Bidsal made these distributions until long after the sales were consummated;
- Golshani's testimony that he was not aware of the manner in which Bidsal was distributing the proceeds of the building sales is simply not credible.

This interpretation of the Preferred Allocation in Exhibit B is consistent with the evidence regarding the parties' intent to divide the cost basis portion of the sales proceeds 70-30 and the gain portion 50-50. It is also consistent with the evidence of the parties' intent to allocate gain on a 50-50 basis (See OA, Exhibit A, Sec. 5.1.1.1) and the totality of the evidence establishing that the overall objective of the parties in forming this entity was to divide all gain on a 50-50 basis (see, e.g., OA Art. 5, Section 4.2, providing that the buy/sell provision is designed to provide the selling member with 50% of the appreciation of the entity in addition to his capital contribution).

C. Application of formula to determine purchase price

Following the arbitration award from Judge Haberfeld, Claimant instituted the instant arbitration proceeding (in part) for the purpose of determining a purchase price pursuant to the formula set forth in the OA. Judge Haberfeld's award required Bidsal to transfer his interest in

GVC to Respondent "at a price computed in accordance with the contractual formula set forth in Section 4.2 of the Green Valley Operating Agreement, with the "FMV" portion of the formula fixed at Five Million Dollars and No Cents ($5,000,000.00)...." Haberfeld was not asked to determine the final purchase price using this formula, or to interpret any potentially ambiguous terms within the formula.

The formula to be used for calculating the purchase price, pursuant to Section 4.2, is the following:

> (FMV – COP) x 0.5 + capital contribution of the Offering Member(s) at the time of purchasing the property minus prorated liabilities

OA, Article V, Section 4.2.

For purposes of the instant arbitration, FMV is fixed at $5,000,000 pursuant to Judge Haberfeld's award. COP is defined in the OA as follows:

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

OA, Article V, Section 4.1.

Like the language of Exhibit B to the OA, the parties agree that the language contained in the formula is ambiguous. Judge Haberfeld removed any potential ambiguity in the FMV component by fixing that value at $5,000,000.

The definition of COP is unclear and ambiguous. Read literally, it would require taking information from an escrow closing statement at the time of purchase of Company property. However, the parties agree that there is no escrow closing statement reflecting a purchase of the GVC properties, which were acquired by GVC pursuant to a Deed in Lieu agreement. This factual scenario was obviously not contemplated by the OA formula. Additionally, the formula does not

contemplate an acquisition of property through a §1031 tax deferred exchange that borrows its basis from a prior building sold by the entity.

Similarly, the formula is unwieldy in using the "capital contribution of the Offering Member(s) at the time of purchasing the property," as it fails to account for capital contributions recouped at any point prior to the application of the formula. Applying a literal interpretation would allow the member selling his interest to receive double the value of any capital contributions returned to him prior to the sale of his interest.

Like the issue of the interpretation of Exhibit B to the OA, the parties each engaged their forensic accountant to testify regarding reasonable interpretations of the formula in Section 4.2 to be utilized to calculate a purchase price for Claimant's interest in GVC.

Claimant presented the testimony of Wilcox in support of his interpretation of the formula and calculation of a purchase price using a reasonable interpretation of the formula. For COP, Wilcox took the cost basis of all of the parcels as set forth in the Cost Segregation Report and subtracted out the cost basis for Buildings B and E. He also decreased the total value of the common area parking lot to account for the ratio of square footage no longer owned by GVC after selling Buildings B and E. His COP amount, for use in the formula, is $3,136,431. Therefore, according the formula, FMV ($5,000,000) minus COP ($3,136,431) X 0.5 = $931,784.50 ($5,000,000 minus $3,136,431 = $1,863,569 X 0.5 = $931,784.50). To that number, the formula literally requires adding the value of Bidsal's full capital contribution of $1,215,000. However, Wilcox reasonably concluded that Bidsal had already received a portion of his capital contribution when he distributed to himself 30 percent of the cost basis of the buildings sold by GVC. Wilcox calculated that the three sales (Buildings E and B and the remainder of the proceeds of Building C after the §1031 exchange) reduced Bidsal's unreimbursed capital contribution down to $957,226.

Therefore, in accordance with the formula, Wilcox added that number to the previous total to reach a total purchase price of $1,889,010.50 ($931,784.50 plus $957,226 = $1,889,010.50). Although the formula then requires the subtraction of any prorated liabilities, Wilcox testified that no such liabilities exist and no subtraction is therefore necessary. His final calculated purchase price for Bidsal's interest, using a reasonable interpretation of the terms of the formula, is $1,889,010.50. See, Exhibit 201, Schedule 5. This price is exclusive of any interest and presumes that Bidsal is currently still a member of GVC (and therefore entitled to any distributions that have been made since 2017).

Respondent presented the testimony of Gerety in support of CLA's interpretation of the formula and calculation of a purchase price. Gerety agreed that certain terms in the formula could not be read literally, just as Wilcox did before him. Gerety calculated COP by taking the cost basis of all buildings still owned by GVC and came to a COP figure of $3,686,293. His COP is higher than Wilcox's for two reasons: 1) Gerety used the full price on the escrow statement for the Greenway property acquired in the §1031 exchange, rather than the original cost basis for Building C; and 2) Gerety did not partition any portion of the common area parking lot, as he believed that GVC still owns the entire lot. Applying his COP figure to the first portion of the formula, Gerety's calculation is: FMV ($5,000,000) minus COP ($3,686,293) X 0.5 = $656,854 ($5,000,000 minus $3,686,293 = $1,313,707 X 0.5 = $656,854). Gerety then offered two alternatives for the next portion of the formula calculation regarding Claimant's capital contribution at the time of purchase. In his Alternative A, he uses $840,643 based on potentially improper distributions taken and kept by Bidsal, in addition to offsets for rents and depreciation. In his Alternative C, he uses $975,814 (a figure comparable to Wilcox's determination of unreimbursed capital contributions payable to Bidsal. Gerety also found $34,499 in prorated liabilities (half of security deposits held

by GVC), which he subtracted pursuant to the formula for both Alternatives A and C. Therefore, under Alternative A, Gerety's final purchase price for Bidsal's interest in GVC is $1,462,998. Under Alternative C, Gerety's final purchase price is $1,598,169. See, Exhibit 202.

It is the determination of the Arbitrator that Wilcox's interpretation and application of the formula in Section 4.2 of the OA is the more reasonable approach. Both parties agree that the formula cannot be reasonably applied pursuant to the literal terms of the OA. A strictly literal approach would allow Bidsal to use only the cost of the Greenway property as COP (the only one for which there is an escrow closing statement) and his full capital contribution of $1,215,000, resulting in a windfall to Bidsal not contemplated by the parties at the execution of the OA. Wilcox's COP figure is the more reasonable approach, allowing for Bidsal as a member of GVC to realize the appreciation of Building C when it was used for the §1031 exchange with the Greenway property. Wilcox's conclusion that no prorated liabilities exist is also the more reasonable approach, given the nature of the security deposits held separately by GVC. Therefore, applying the formula in a fair and reasonable manner, and giving due consideration to the intent of the parties, it is the determination of the Arbitrator that the appropriate purchase price for Bidsal's interest in GVC is the sum of $1,889,010.50.[12]

D. Effective Date of Sale

In addition to the purchase price under the formula in Section 4.2 of the OA, it is necessary to determine an effective date of the sale of Bidsal's interest in GVC. Respondent avers that the effective date of sale is September of 2017, the time when Respondent contends his counteroffer transaction should have been consummated. This contention is without merit.

[12] This purchase price is exclusive of any award of fees and costs awarded by Judge Haberfeld in the prior arbitration proceeding.

The transaction has never been completed. Judge Haberfeld, in his award in April of 2019, directed that the transaction take place forthwith. He did not find an effective date of the transaction to have occurred over a year earlier. The OA provides for a procedure for completing a sale of a membership interest, which procedure has not yet been completed. Claimant has continued to act as a member (and manager) of GVC since September of 2017, and Respondent cannot now divest Claimant of his membership interest because it has not yet paid him for his interest pursuant to the OA. Bidsal has appropriately received distributions since 2017, and since he remains a member of GVC, he cannot be required to divest himself of those distributions. He has also been treated as a member for GVC for tax purposes since 2017 and paid taxes on the distributions that Respondent now seeks to claw back. Additionally, treating the sale as having an effective date of September of 2017 would require Respondent to compensate Bidsal for his services a property manager over the past four years.

It is the determination of the Arbitrator, based upon all of the relevant evidence in this matter, that the effective date of the purchase of Bidsal's interest has not yet come to pass. Pursuant to Judge Haberfeld's final award, the transfer is to take place ten days of the effective issuance thereof. As that award (through Judge Kishner's denial of Bidsal's Motion to Vacate and Order Confirming Award) has been stayed pending the appeal to the Nevada Supreme Court, enforcement Judge Haberfeld's award requiring the sale is effectively postponed. The instant Award is essentially declaratory in nature. Should the stay be lifted, Judge Haberfeld's award directing that the sale take place becomes effective and the instant Final Award has now used a reasonable interpretation of the formula in Section 4.2 to arrive at purchase price.[13]

[13] This analysis presumes, of course, that Judge Kishner's Order Confirming Award is upheld by the appellate court. This presumption is not based on any consideration of the merit of such an appeal, but any other presumption effectively makes this Award moot.

In closing argument, counsel for Claimant has requested interest be awarded from September of 2017 forward on the purchase price, arguing that Bidsal has lost the right to use those funds over the last four years based on CLA's failure to perform. It is the determination of the Arbitrator that Bidsal is not entitled to recover interest on funds he would've received for a transaction which has not yet occurred. Judge Haberfeld did not rule that Respondents inappropriately utilized the arbitration provision in the OA to determine that Bidsal must sell his interest in GVC. Similarly, the undersigned Arbitrator does not find that Bidsal inappropriately utilized the arbitration provision in the OA to institute this proceeding to arrive at a purchase price and an effective date of the sale. Notably, Claimant's forensic accountant, Wilcox, also testified on this issue from an accounting perspective:

> Q: If the sale wasn't effective because no purchase money was ever paid and Mr. Bidsal continued to be a member up until the time he actually gets paid, would he be entitled to this interest amount?
>
> A: [Wilcox] No. He would still own the property, so he would not be entitled to the interest.
>
> Q: Okay. And so he would still, under that theory, be entitled to his distributions from the general operations of the company?
>
> A: Exactly. Yes.

Transcript, March 18, 2021, p. 424:16-25.

Claimant is not entitled to recover interest on the purchase price amount as the transaction cannot be consummated under any circumstances until after the completion of the appellate process (and a concomitant lifting of the stay). He is still a member of GVC and no amount should be deducted from the purchase price for any distributions Claimant received after September of 2017.

V. Award of Attorneys' Fees and Costs

In the Interim Award, the Arbitrator included the following language regarding fees and costs:

> Article III, Section 14.1 of the Operating Agreement states as follows:
>
> The fees and expenses of JAMS and the arbitrator shall be shared equally by the Members and advanced by them from time to time as required; provided that at the conclusion of the arbitration, the arbitrator shall award costs and expenses (including the costs of the arbitration previously advanced and the fees and expenses of attorneys, accountants and other experts) to the prevailing party.
>
> Operating Agreement, Article III, Section 14.1
>
> A party prevails if it succeeds on any significant issue in litigation which achieves some of the benefit it sought in bringing suit. Valley Electric Association v. Overfield, 121 Nev. 7, 10 (2005). This Interim Award adopted the recommendations of Claimant as to 1) the interpretation of the Preferred Allocation language in Exhibit B to the Operating Agreement, including Claimant's interpretation of the intent of the parties; 2) the method of calculating a purchase price under the formula contained in Section 4.2 of the Operating Agreement; 3) the actual purchase price as calculated by Claimant's forensic accountant, including Claimant's position as to the propriety of certain distributions; 4) the effective date of the sale; and 5) various claims for relief contained within Respondent's Fourth Amended Answer and Counterclaim. Given the foregoing, the Claimant is the prevailing party.

Interim Award, pp. 25-26.

The Interim Award set forth a briefing schedule for Claimant's application for fees and costs, which schedule was later modified by the agreement of the parties. Claimant filed an Application for Award of Attorney Fees and Costs on November 11, 2021 and Respondent filed an Opposition thereto on December 3, 2021. Claimant filed a Reply brief on December 17, 2021, Respondent filed a Supplemental Opposition on December 23, 2021, and Claimant filed a Response to CLA Properties' Rogue Supplemental Opposition on December 29, 2021. A telephonic hearing on the application for fees and costs was conducted by the Arbitrator on January 5, 2022, during which it was determined that redacted billing statements would be produced by

Claimant to Respondent and that further briefing was necessary. CLA filed a Second Supplemental Opposition to Claimant's Application for Attorneys' Fees and Costs on January 26, 2022. Claimant filed a Second Supplemental Reply brief on February 15, 2022, and a telephonic hearing was conducted on February 28, 2022. In addition to the Arbitrator, Claimant appeared personally with James E. Shapiro, Esq. and Douglas D. Gerrard, Esq. Respondent appeared through counsel Rodney T. Lewin, Esq, and Louis E. Garfinkel, Esq.

As set forth above, support for an award of fees and costs to the prevailing party is found in Section 14.1 of the GVC Operating Agreement. The provision is somewhat mandatory, indicating that the "arbitrator ***shall*** award costs and expenses," (emphasis supplied), including the costs of arbitration. Respondent herein does not dispute that Section 14.1 provides for an award of fees and costs to the prevailing party, but takes issue with the amount of fees and costs claimed by Bidsal.

A. Attorneys' Fees

Respondent correctly notes that the OA incorporates Nevada law for the instant proceedings, which traditionally relies upon Brunzell v. Golden Gate National Bank, 85 Nev. 345, 455 P.2d 31 (1969), for the considerations applicable to an award of reasonable fees and costs. The Court in Brunzell noted four primary factors to be considered:

1. The qualities of the advocate: his ability, training, education, experience, professional standing and skill;
2. The character of the work to be done: its difficulty, its intricacy, its importance, time and skill required, the responsibility imposed and the prominence and character of the parties where they affect the importance of the litigation;

3. The work actually performed by the lawyer: the skill, time and attention given to the work; and

4. The result: whether the attorney was successful and what benefits were derived.

Brunzell, 85 Nev. at 349, quoting Schwarz v. Schwerin, 336 P.2d 144, 146 (1959). The Brunzell court directed that all four factors be given consideration and that no one element should be given undue weight. 85 Nev. at 349-350.

Even though Section 14.1 of the OA could generously be interpreted to direct an award of all fees and costs incurred, it is the determination of the Arbitrator that Nevada law requires consideration and determination of a reasonable award of fees and costs based on the Brunzell factors outlined above. Additionally, although certain of the attorney billing statements reference a "flat fee," counsel for Claimant has stated, as officers of the Court, that the instant matter was not billed as a flat fee and that all requested fees were actually billed and paid by Claimant (or remain outstanding, to be paid).

Respondent does not challenge the qualities of the advocates representing Bidsal, and the Arbitrator finds no reason to question such qualities. Indeed, counsel for both parties would satisfy this prong of the Brunzell analysis.

Respondent also does not significantly challenge the character of the work to be performed, to the extent that this litigation involved issues with some level of complexity and sophistication. These proceedings were document intensive and involved complex legal and factual issues.

Respondent does challenge the work actually performed by counsel for Claimant, in several material respects. First, Respondent challenges certain of the redactions in the billing statement provided by Claimant, indicating that it deprives Respondent of the ability to determine exactly how much time was spent on each task. However, the redactions were appropriate to protect

information protected by the attorney-client privilege and the attorney work product doctrine. See, Wynn Resorts, Ltd. v. Eighth Judicial District Court, 399 P.3d 334, 341 (2017). Additionally, Respondent contends that certain "block billing" entries in the billing statements prevent analysis of how much time was spent on each task within the block. However, block-billed time entries are amenable to consideration for an award of reasonable fees and must be considered by the Arbitrator. See, Mendez v. County of San Bernadino, 540 F.3d 1109, 1129 (9th Cir. 2008). Respondent also challenges the fact that Claimant had two primary attorneys conducting the proceedings throughout on behalf of Claimant. However, given the nature of the litigation, it is the determination of the Arbitrator that this does not constitute inappropriate duplication of efforts such that an award of reasonable fees should be limited to the work of a single attorney. Respondent engaged two, and at some points three, attorneys during the course of the proceedings, each of whom provided salient contributions to the litigation. After a review of all of the information and argument submitted with this Application, the Arbitrator has taken into consideration the potential duplication of efforts for some of the work performed by Mr. Shapiro's associate attorney in determining a reasonable fee award.

With respect to the results achieved, Respondent contends that deductions in the overall fee award should be applied for any work on motions or objections for which Bidsal was ultimately found not to have prevailed. Respondent identified motions it prevailed on, and suggested that fees for work on those motions should either be deducted from any fee award to Claimant or otherwise awarded to Respondent for prevailing thereupon. However, neither the OA nor Nevada law provide for such a mechanism when determining an award of a reasonable fee to the prevailing party. It is not necessary, in applying the Brunzell factors, to make findings as to the party that prevailed on each and every motion and objection. Instead, the appropriate analysis is to consider

the work performed and the result achieved as a whole and award a reasonable fee to the prevailing party in the light of the totality of the litigation before the Arbitrator. As set forth above, consideration under the fourth Brunzell factor is given to the fact that Claimant prevailed on an overwhelming majority of the issues presented for consideration during the Arbitration, even if Respondent prevailed on some motions during the course of the proceedings.

Claimant has requested an award of fees in the amount of 444,225.00 incurred by two separate law firms. The Amended Affidavit of Attorney Fees submitted by James E. Shapiro, Esq., requests fees in the amount of $313,985.00, over sixty percent of which was billed by Mr. Shapiro's associate attorney, Aimee M. Cannon, Esq. The Supplemental Affidavit of Attorney Fees For Douglas D. Gerrard, Esq., on Claimant's behalf requests fees in the amount of $137,610.00. Although Mr. Gerrard appeared to serve as lead counsel during the Arbitration Hearing, his fees, though billed at a higher rate than Mr. Shapiro and Ms. Cannon, account for just over thirty percent of the total fees requested on behalf of Claimant. The hourly rates for all of the Claimant's attorneys are reasonable and customary.

Given all of the foregoing, and in consideration of the Brunzell factors set forth above, and having considered the arguments of counsel, the briefs submitted by the parties and any issues of potential duplication of efforts among counsel, it is the determination of the Arbitrator that Claimant shall be awarded a reasonable attorney fee as the prevailing party in the amount of $300,000.00.

B. Costs

Claimant has submitted an Amended Verified Memorandum of Costs and Disbursements, verified by counsel, seeking reimbursement of costs in the total amount of $155,644.84. The

attached verification shows that the costs have been necessarily incurred. See, Cadle Co. v. Woods & Erickson, LLP, 131 Nev. 114, 120, 345 P.3d 1049 (2015).

The largest component of Claimant's costs are the fees for expert witnesses involved in testifying and preparing reports in preparation for the Arbitration Hearing. Respondent has cited to NRS 18.005(5), which allows for a maximum of $1,500.00 for recoverable expert witness costs, unless it is determined that a larger fee is necessary. First, it must be noted that costs are recoverable under the OA provision, not solely pursuant to NRS 18.005. Section 14.1 of the OA does not place a limit on recoverable expert fees. Second, Respondent does not dispute that a Claimant's expert Wilcox (through his firm, Eide Bailly) was entitled to a fee in excess of the limit set forth in 18.005 (see, Respondent / Counterclaimant CLA Properties, LLC's Opposition to Claimant Bidsal's Application for Attorneys' Fees and Costs, p. 10). Finally, after reviewing the billing statements, it is the determination of the Arbitrator that a fee in excess of $1,500.00 is warranted and recoverable.

Based on all of the information provided, the Arbitrator hereby determines that Respondent is entitled to recover costs in the amount of $155,644.84, as follows:

• Runner / Process Service Fees	$100.65
• Copy costs	$1,342.00
• Research / Lexis Nexis	$181.15
• AT&T Teleconference Line Charges	$46.20
• Deposition / Transcript Fees	$17,885.25
• JAMS Fees	$41,208.29
• Expert Witness Fees	$94,881.30
	$155,644.84

VI. Conclusion

Based upon all of the foregoing, the pleadings and papers on file herein, the evidence presented at the Hearing, the applicable law and all arguments of counsel, the Arbitrator hereby:

- FINDS IN FAVOR OF RESPONDENT on the issue of Respondent's alleged failure to tender;
- FINDS IN FAVOR OF CLAIMANT on the interpretation of the Preferred Allocation as contained in Exhibit B of the Operating Agreement, as set forth more fully herein;
- FINDS IN FAVOR OF CLAIMANT on the interpretation of the formula in Section 4.2 of the Operating Agreement, such that the applicable purchase price for Claimant's interest in GVC is $1,889,010.50;
- FINDS IN FAVOR OF CLAIMANT on the effective date of the transaction, such that the effective date is NOT deemed to be September of 2017 but shall occur pursuant to Judge Haberfeld's prior Award after the conclusion of the appellate process;
- FINDS IN FAVOR OF CLAIMANT as to paragraphs B, C, D, F, and H as contained within the Counterclaim set forth in Respondent's Fourth Amended Answer and Counterclaim to Bidsal's First Amended Demand, filed on or about February 19, 2021;
- Awards Attorneys' Fees to Claimant pursuant to Section 14.1 of the GVC Operating Agreement and Brunzell v. Golden Gate National Bank, 85 Nev. 345, 455 P.2d 31 (1969), in the amount of $300,000.00;
- Awards Costs to Claimant pursuant to Section 14.1 of the GVC Operating Agreement in the amount of $155,644.84.

Dated: March 12, 2022

Hon. David T. Wall (Ret.)
Arbitrator

EXHIBIT 21

EXHIBIT 21

IN THE SUPREME COURT OF THE STATE OF NEVADA

IN THE MATTER OF THE PETITION OF CLA PROPERTIES LLC.	No. 80427
SHAWN BIDSAL, AN INDIVIDUAL, Appellant, vs. CLA PROPERTIES LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, Respondent.	
CLA PROPERTIES LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, Appellant, vs. SHAWN BIDSAL, AN INDIVIDUAL, Respondent.	No. 80831

FILED

MAR 17 2022

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY
DEPUTY CLERK

ORDER OF AFFIRMANCE

In these consolidated appeals, appellant/respondent Shawn Bidsal appeals a district court's order confirming an arbitration award and respondent/appellant CLA Properties, LLC, appeals a post-judgment order denying attorney fees. Eighth Judicial District Court, Clark County; Joanna Kishner, Judge.

Bidsal and CLA, the sole owners of a company, executed an operating agreement (the Agreement) which contained a buy-sell provision. When Bidsal offered to buy CLA's membership interest, a dispute arose

about the meaning of the buy-sell provision and the parties submitted the matter to arbitration as required by the Agreement. The arbitrator entered a final award in CLA's favor. CLA filed a petition with the district court to confirm the arbitration award and enter judgment, which Bidsal opposed, seeking to vacate the arbitration award. The district court granted CLA's petition and confirmed the award. CLA then moved for post-arbitration attorney fees and costs, which the district court denied. We affirm.[1]

The district court did not err in confirming the arbitration award

"The [United States] Supreme Court has made clear that courts have only a limited role to play when the parties have agreed to arbitration." *In re Sussex*, 781 F.3d 1065, 1072 (9th Cir. 2015). "[T]he Federal Arbitration Act (FAA . . .) establishes a national policy favoring arbitration when the parties contract for that mode of dispute resolution." *Preston v. Ferrer*, 552 U.S. 346, 349 (2008) (internal citation omitted). Sections 9 through 11 of the FAA provide a narrow scope of judicial review of private arbitration awards and decisions. *Hall St. Assocs., L.L.C. v. Mattel, Inc.*, 552 U.S. 576, 588 (2008). Accordingly, an arbitration award may not be vacated on other common-law grounds outside the statutory scheme enacted by Congress. *See Lagstein v. Certain Underwriters at Lloyd's, London*, 607 F.3d 634, 640 (9th Cir. 2010). One such ground occurs when the arbitrator exceeded his or her powers. 9 U.S.C. § 10(a)(4) (2002). An arbitrator exceeds his powers if he "strays from interpretation and application of the agreement and

---

[1]The parties' agreement incorporates the Federal Arbitration Act (FAA) standards for vacatur but does not specify whether the FAA standards also apply to judicial review of the arbitration award. However, Bidsal and CLA both agree that if judicial review is permitted, the FAA should govern. Thus, we review the district court's confirmation of the arbitration award under the FAA.

effectively dispense[s] his own brand of industrial justice." *Stolt-Nielsen S.A. v. AnimalFeeds Int'l Corp.*, 559 U.S. 662, 671 (2010) (alteration in original) (internal quotation marks omitted). The vacatur standard under the FAA is extremely high. *Sanchez v. Elizondo*, 878 F.3d 1216, 1221 (9th Cir. 2018).

Bidsal's contentions are solely based on his dispute with the arbitrator's interpretation of the Agreement. It is insufficient to merely convince a court that an arbitrator erred because, "[s]o long as the arbitrator was arguably construing the contract[,] . . . a court may not correct his mistakes under [9 U.S.C.] § 10(a)(4)." *Oxford Health Plans LLC v. Sutter*, 569 U.S. 564, 572 (2013). "The arbitrator's construction holds, however good, bad, or ugly," *id.* at 573, provided the arbitrator does not manifestly disregard the law, *Sanchez*, 878 F.3d at 1223 (stating that an arbitrator manifestly disregards the law when it is "clear from the record that the arbitrator[ ] recognized the applicable law and then ignored it" (quoting *Biller v. Toyota Motor Corp.*, 668 F.3d 655, 665 (9th Cir. 2012)).

Here, the arbitrator determined that, while certain portions of the Agreement were "not a model of clarity," the language of the specific intent paragraph overcame any earlier ambiguities regarding the parties' contractual rights and obligations. The arbitrator recognized that, under normal circumstances and commonly accepted principles of contract law, a counteroffer constitutes a rejection of an offer. Applying that principle of law to the Agreement, the arbitrator determined that the specific intent paragraph operated differently and conferred CLA a corollary right to purchase Bidsal's membership interest after Bidsal offered to buy CLA's interest. We cannot say that the arbitrator's construction of the contract was a manifest disregard of the law. Because both Bidsal and CLA

bargained for "the arbitrator's construction [of the contract]" by agreeing to arbitration, this court cannot overrule the arbitrator merely because we might interpret the contract differently. *Oxford Health Plans*, 569 U.S. at 573 (alteration in original); *see also News+Media Capital Grp. LLC v. Las Vegas Sun, Inc.*, 137 Nev., Adv. Op. 45, 495 P.3d 108, 116 (2021) (stating that an arbitrator exceeds authority when "there is not even a minimally plausible argument to support the arbitrator's decision"). Therefore, we affirm the district court's confirmation of the arbitration award.

The district court did not err in denying CLA's motion for attorney fees and costs

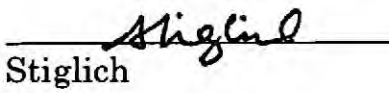
"This court generally reviews a district court's decision awarding or denying costs or attorney fees for an abuse of discretion." *Gunderson v. D.R. Horton, Inc.*, 130 Nev. 67, 80, 319 P.3d 606, 615 (2014). "[T]he district court may not award attorney fees absent authority under a statute, rule, or contract." *Albios v. Horizon Cmtys., Inc.*, 122 Nev. 409, 417, 132 P.3d 1022, 1028 (2006).

CLA argues that the district court abused its discretion by not applying NRS 38.243 as the basis for awarding attorney fees and costs. We disagree. As the district court found, CLA cited to and relied solely on federal law when it filed its petition for confirmation of the arbitration award. Moreover, the parties agree that the FAA governs judicial review of this arbitration award. Because neither the FAA nor the Agreement authorizes an award of post-arbitration attorney fees or costs, we conclude that the district court did not abuse its discretion in denying CLA's motion.

Accordingly, we

ORDER the judgment of the district court AFFIRMED.

_____, J.
Hardesty



_____, J.
Stiglich

_____, J.
Herndon

cc: Hon. Joanna Kishner, District Judge
Israel Kunin, Settlement Judge
Lewis Roca Rothgerber Christie LLP/Las Vegas
Smith & Shapiro, PLLC
Reisman Sorokac
Lemons, Grundy & Eisenberg
Eighth District Court Clerk

EXHIBIT 22

EXHIBIT 22

IN THE SUPREME COURT OF THE STATE OF NEVADA

IN THE MATTER OF THE PETITION OF CLA PROPERTIES LLC.

SHAWN BIDSAL, AN INDIVIDUAL,
Appellant,
vs.
CLA PROPERTIES LLC, A CALIFORNIA LIMITED LIABILITY COMPANY,
Respondent.

CLA PROPERTIES LLC, A CALIFORNIA LIMITED LIABILITY COMPANY,
Appellant,
vs.
SHAWN BIDSAL, AN INDIVIDUAL,
Respondent.

Supreme Court No. 80427
District Court Case No. A795188

FILED
JUN 10 2022
ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY
DEPUTY CLERK

REMITTITUR

TO: Steven D. Grierson, Eighth District Court Clerk

Pursuant to the rules of this court, enclosed are the following:

Certified copy of Judgment and Opinion/Order.
Receipt for Remittitur.

DATE: June 01, 2022

Elizabeth A. Brown, Clerk of Court

By: Andrew Lococo
Deputy Clerk

cc (without enclosures):
Smith & Shapiro, PLLC \ James E. Shapiro, Aimee M. Cannon
Reisman Sorokac \ Louis E. Garfinkel
Lemons, Grundy & Eisenberg \ Robert L. Eisenberg
Lewis Roca Rothgerber Christie LLP/Las Vegas \ Daniel F. Polsenberg
Hon. Joanna Kishner, District Judge

RECEIVED
JUN 09 2022
ELIZABETH A. BROWN
CLERK OF SUPREME COURT
DEPUTY CLERK

22-17310

RECEIPT FOR REMITTITUR

Received of Elizabeth A. Brown, Clerk of the Supreme Court of the State of Nevada, the REMITTITUR issued in the above-entitled cause, on JUN - 2 2022.

Deputy District Court Clerk

RECEIVED
APPEALS
JUN - 2 2022
CLERK OF THE COURT

IN THE SUPREME COURT OF THE STATE OF NEVADA

IN THE MATTER OF THE PETITION OF CLA PROPERTIES LLC.

SHAWN BIDSAL, AN INDIVIDUAL,
Appellant,
vs.
CLA PROPERTIES LLC, A CALIFORNIA LIMITED LIABILITY COMPANY,
Respondent.

CLA PROPERTIES LLC, A CALIFORNIA LIMITED LIABILITY COMPANY,
Appellant,
vs.
SHAWN BIDSAL, AN INDIVIDUAL,
Respondent.

Supreme Court No. 80427
District Court Case No. A795188

CLERK'S CERTIFICATE

STATE OF NEVADA, ss.

I, Elizabeth A. Brown, the duly appointed and qualified Clerk of the Supreme Court of the State of Nevada, do hereby certify that the following is a full, true and correct copy of the Judgment in this matter.

JUDGMENT

The court being fully advised in the premises and the law, it is now ordered, adjudged and decreed, as follows:

"ORDER the judgment of the district court AFFIRMED."

Judgment, as quoted above, entered this 17th day of March, 2022.

JUDGMENT

The court being fully advised in the premises and the law, it is now ordered, adjudged and decreed, as follows:

"Rehearing denied in Docket No. 80831."

Judgment, as quoted above, entered this 3rd day of May, 2022.

IN WITNESS WHEREOF, I have subscribed my name and affixed the seal of the Supreme Court at my Office in Carson City, Nevada this June 01, 2022.

Elizabeth A. Brown, Supreme Court Clerk
By: Andrew Lococo
Deputy Clerk

EXHIBIT 23

EXHIBIT 23

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 24

EXHIBIT 24

UnionBank®

CASHIER'S CHECK - CUSTOMER COPY

0072031796

16-49
1220

MUFG UNION BANK, N.A.
SAN FRANCISCO, CALIFORNIA
800-238-4486
A4U4O 019

⇨⇨⇨1889010⇨50

One Million Eight Hundred Eighty-Nine Thousand Ten and 50/100ths Dollars

March 24, 2022

PAY TO THE ORDER OF ********** *SHAHRAM BIDSAL* **********

$ **1,889,010.50

REMITTER: *CLA PROPERTIES LLC FOR TRANSFER OF FULL MEMBERSHIP TO CLA PR*

STOPPING PAYMENT ON A CASHIER'S CHECK IS RESTRICTED BY STATUTE

Pursuant to UCC §3312(b)1, claims for lost, stolen, or destroyed cashier's checks will not be paid until the 91st day after the original issue date of the check.

NON-NEGOTIABLE

THIS MULTI-TONE AREA OF THE DOCUMENT CHANGES COLOR GRADUALLY AND EVENLY FROM DARK TO LIGHT WITH DARK AREA BOTH TOP AND BOTTOM

UnionBank

CASHIER'S CHECK 0072031796 16-49 1220

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AUTHORIZED SIGNATURE

FORM 00255-T3 (08/23/2003)

Overlay ID 00247-T3 (04/2007)

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