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Attorneys for Jefe Plover Interests, Ltd., Debtor

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

IN RE:	§	Case No. 18-32722-sgj11
	§	
JEFE PLOVER INTERESTS, LTD.,	§	Hearing Date: October 25, 2018
	§	Hearing Time: 9:30 A.M.
DEBTOR.	§	
	§	

DEBTOR'S MOTION FOR AUTHORITY TO SELL PROPERTY OF THE ESTATE FREE AND CLEAR OF LIENS, CLAIMS, AND ENCUMBRANCES: 20322 BORDEAUX DRIVE, RENO, WASHOE COUNTY, NEVADA

TO: THE HONORABLE STACEY G. C. JERNIGAN,
UNITED STATES BANKRUPTCY JUDGE:

NOTICE

A HEARING DATE ON SUCH SALE IS SET FOR OCTOBER 25, 2018 AT 9:30 A.M., WHICH IS AT LEAST TWENTY-FOUR (24) DAYS FROM THE DATE OF SERVICE HEREOF. NO OBJECTION TO SUCH SALE WILL BE CONSIDERED UNLESS A WRITTEN RESPONSE IS FILED WITH THE CLERK OF THE UNITED STATES BANKRUPTCY COURT AT 1100 COMMERCE STREET– ROOM 1254, DALLAS, TEXAS 75242 AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF SUCH HEARING DATE.

ANY RESPONSE SHALL BE IN WRITING AND FILED WITH THE CLERK, AND A COPY SHALL BE SERVED UPON COUNSEL FOR THE MOVING PARTY PRIOR TO THE DATE AND TIME SET FORTH HEREIN. IF A RESPONSE IS FILED A HEARING MAY BE HELD WITH NOTICE ONLY TO THE OBJECTING PARTY.

IF NO HEARING ON SUCH NOTICE OR MOTION IS TIMELY REQUESTED, THE RELIEF REQUESTED SHALL BE DEEMED TO BE UNOPPOSED, AND THE COURT MAY ENTER AN ORDER GRANTING THE RELIEF SOUGHT OR THE NOTICED ACTION MAY BE TAKEN.

IF ANY PARTY WISHES TO MAKE A HIGHER NET CASH OFFER FOR THE PROPERTY, SUCH OFFER SHOULD BE DIRECTED TO THE DEBTOR PRIOR TO THE HEARING ON THIS MOTION; THE PARTY AND/OR ITS REPRESENTATIVE SHOULD ATTEND THE HEARING ON THIS MOTION AND BRING A CASHIER'S CHECK FOR AT LEAST $15,000.00 MADE PAYABLE TO "FIRST CENTENNIAL TITLE ESCROW ACCOUNT" TO SERVE AS A CASH DEPOSIT TO BE PLACED WITH THE ESCROW AGENT AND THEREAFTER APPLIED TO THE PAYMENT OF THE PURCHASE PRICE. IF A HIGHER CASH OFFER IS RECEIVED, THE DEBTOR RESERVES THE RIGHT TO SELL THE PROPERTY TO THE HIGHEST CASH BIDDER AT THE TIME OF THE HEARING, SUBJECT TO THIS COURT'S APPROVAL. HIGHER BIDS WILL ONLY BE ACCEPTED BY THE DEBTOR IN INCREMENTS OF AT LEAST $5,000.00. AT THE CONCLUSION OF THE BIDDING PROCESS (A) THE HIGHEST BIDDER WILL BE REQUIRED TO SIGN AND DELIVER TO THE SELLER A CONTRACT OF SALE AGREEING TO THE PURCHASE OF THE PROPERTY UPON THE TERMS CONTAINED IN THE CONTRACT, BUT WITH THE PURCHASE PRICE BEING DEFINED THEREIN AS THE WINNING BID AMOUNT APPROVED BY THE BANKRUPTCY COURT AT THE CONCLUSION OF THE AUCTION SALE, AND (B) THE SECOND HIGHEST BIDDER WILL BE REQUESTED TO PLACE ON THIS COURT'S RECORD ITS AGREEMENT TO PURCHASE THE PROPERTY AT ITS HIGHEST BID AMOUNT IF FOR ANY REASON THE HIGHEST BIDDER FAILS TO CLOSE THE PURCHASE OF THE PROPERTY FOR ANY REASON.

Jefe Plover Interests, Ltd., Debtor in the above-captioned case (the "Debtor" and/or "Seller"), hereby files, by and through its counsel, the **Debtor's Motion for Authority to Sell Property of the Estate Free and Clear of Liens, Claims, and Encumbrances: 20322 Bordeaux Drive, Reno, Washoe County, Nevada** (the "Motion"), and would respectfully show the following:

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(1) and (b)(2)(A) and (N). Venue is proper pursuant to 28 U.S.C. §§1408 and 1409.

2. On August 15, 2018, the Debtor commenced this case by filing a voluntary petition for relief under Chapter 11 of the Bankruptcy Code.

3. Among the assets that constitute property of this bankruptcy estate are approximately 0.75 acres of unimproved residential land located at 20322 Bordeaux Drive, Reno, Washoe County, Nevada, as more fully described below.

4. The Debtor desires to sell to the 2008 TUCCI FAMILY TRUST and/or its assigns (the "Purchaser"), and the Purchaser has agreed to purchase from the Debtor all of the bankruptcy estate's interests in the property that is more particularly described, as follows (collectively, the "Property"):

> the tract of land more commonly known as 20322 Bordeaux Drive, Reno, Nevada, being described more fully as:
>
> **Parcel 207S-1 as shown on Parcel Map No. 4911, for THUNDERBIRD NEVADA INVESTMENTS LLC, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on May 28, 2008, as File No. 3654220, Official Records;**
>
> together with all improvements thereon, if any, and all rights, privileges, tenements, hereditaments, rights-of-way, appendages and appurtenances, in anyway appertaining thereto and all right, title, and interest of Seller in and to any streets, ways, alleys, strips or gores of land adjoining the above described property or any part thereof.

5. The Purchaser has offered to purchase the Property for $505,000.00 cash (the "Purchase Price"). (A copy of the Contract of Sale between the Debtor and the Purchaser dated September 11, 2018 is attached hereto as **Exhibit "A"**; the "Contract").

6. The Property is subject to liens securing payment of standby fees, taxes, and assessments to *ad valorem* taxing authorities for the fiscal year 2018-2019 (the "Property Tax Liens").

7. The Property shall be sold free and clear of all liens, claims, and encumbrances pursuant to 11 U.S.C. § 363 including, but not limited to, the Property Tax Liens (but see Paragraph 11 below). To the best of the Debtor's knowledge, the amounts necessary to satisfy

the Property Tax Liens, and any other liens against the Property are in the aggregate less than the proposed sales price.

8. The Debtor proposes to sell the Property to the Purchaser for the price described above and upon the terms in the Contract, or to the highest cash bidder (see Paragraph 13 below), free and clear of all liens, claims, and encumbrances pursuant to 11 U.S.C. § 363, and from the proceeds of such sale:

a) pay usual and customary closing costs, including, but not limited to, the premium for the owner policy of title insurance for the insured amount equal to the Purchase Price, the Debtor's half of the escrow fee, etc.;

b) pay the holder(s) of the Property Tax Liens an amount sufficient to secure the release of said liens for the fiscal years prior to 2018-2019, along with providing the Buyer a credit against the Purchase Price for a *pro rata* share of the 2018-2019 *ad valorem* taxes up through the date of the closing, however, if the 2018-2019 *ad valorem* taxes are due and owing at the time of the closing, same shall be paid from the proceeds of this sale and the Debtor shall receive a credit from the Buyer for a *pro rata* share of the 2018-2019 *ad valorem* taxes from the date of closing through the end of 2018-2019 fiscal year; and

c) pay a real estate commission of 6% of the gross purchase price paid for the Property to BROOKE SULLIVAN of DICKSON REALTY, a real estate agent whose employment by the Debtor has been approved by this Court.

9. The disbursements made from the funds constituting the Purchase Price shall be deemed the disbursement of money or turnover of money, whether paid by the escrow officer closing the sale on behalf of the Debtor or by the Debtor directly, to parties in interest for the purposes of 11 U.S.C. § 326(a) of the Bankruptcy Code.

10. Pursuant to 11 U.S.C. § 363, the Debtor may sell the Property free and clear of any liens, claims, or encumbrances with the validity, amount and priority of such lien, claim, or encumbrance against the proceeds of this sale to be determined by this Court at a later date.

11. The fiscal year of closing *ad valorem* tax lien shall be expressly retained on the Property until the payment by the Purchaser and/or its assigns of the year of closing taxes, plus any penalties or interest which may ultimately accrue thereon, in the ordinary course of business.

12. The Debtor requests that the Court specifically order that the provisions of Bankruptcy Rule 6004(h) do not apply to the order issued approving the sale of the Property.

Instructions for Interested Bidders

13. If any party wishes to make a higher net cash offer for the Property, such offer should be directed to the Debtor prior to the hearing on this Motion; the party and/or its representative should attend the hearing on this Motion and bring a cashier's check for at least $15,000.00 made payable to "First Centennial Title Escrow Account" to serve as a cash deposit to be placed with the escrow officer and thereafter applied to the payment of the Purchase Price. If a higher cash offer is received, the Debtor reserves the right to sell the Property to the highest cash bidder at the time of hearing, subject to this Court's approval. Higher bids will only be accepted by the Debtor in increments of at least $5,000.00. At the conclusion of the bidding process (A) the Highest Bidder will be required to sign and deliver to the Seller a Contract of Sale agreeing to the purchase of the Property upon the terms contained in the Contract, but with the purchase price being defined therein as the winning bid amount approved by the Bankruptcy Court at the conclusion of the auction sale, and (B) the second Highest Bidder will be requested to place on this Court's record its agreement to purchase the Property at its highest bid amount if for any reason the Highest Bidder fails to close the purchase of the Property for any reason. If the Highest Bidder fails to close on the purchase of the Property for any reason other than the Seller's default, then the Highest Bidder's $15,000.00 cash deposit shall be forfeited to the Seller.

WHEREFORE, the Debtor prays for the approval of the sale of the Property under the terms set forth above and in the Contract, and for such other and further relief to which the Debtor may be entitled.

Respectfully submitted,

/s/ Anne Elizabeth Burns
Charles B. Hendricks
State Bar No. 09451050
Anne Elizabeth Burns
State Bar No. 24060832
CAVAZOS HENDRICKS POIROT, P.C.
Suite 570, Founders Square
900 Jackson Street
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Email: aburns@chfirm.com

Attorneys for Jefe Plover Interests, Ltd., Debtor

CERTIFICATE OF SERVICE

A Certificate of Service shall be filed contemporaneously herewith.

Authentisign ID: 185F637C-4044-4BB7-A943-417EC6D388FB

Authentisign ID: 205C6E27-A42C-43A3-9275-941351366DFA

REALTOR

VACANT LAND OFFER AND ACCEPTANCE AGREEMENT

RECEIVED FROM 2008 Tucci Family Trust, (BUYER), the amount set forth below as EARNEST MONEY DEPOSIT on account of the PURCHASE PRICE OF $ 505,000.00 for the real property situated in the ☐ City OR ☒ Unincorporated Area of Reno, County of Washoe, State of Nevada, commonly described as Lot 207s 20322 Bordeaux Drive, consisting of approximately .75 ☒ acres ______ ☐ square feet. APN 148-23-210 (Property) legal description shall be supplied in escrow.

EARNEST MONEY DEPOSIT (EMD) Evidenced by ☐ Check or ☒ other wire upon acceptance payable to First Centennial Title, held uncashed until acceptance and then deposited within one (1) business day of Acceptance with Randi Bennett - First Centennial Title. $ 15,000.00

Authorized escrow holder to be selected by ☐ BUYER ☑ SELLER.

BALANCE OF CASH DOWN PAYMENT (not including closing costs) $ 490,000.00

Source of down payment Funds on hand.

CASH PURCHASE BUYER to provide evidence, satisfactory to SELLER, of sufficient cash available to complete this purchase within 1 days of Acceptance.

NEW FIRST LOAN PROCEEDS: TYPE ☐ Conventional ☐ SELLER Financing ☐ Private $ ______

☐ Fixed Rate for _____ years. Initial Interest not to exceed _____ %.

☐ Adjustable Rate for _____ years. Initial Interest not to exceed _____ % maximum lifetime rate not to exceed _____ %.

SUBORDINATION CLAUSE

SELLER ☐ shall ☐ shall not subordinate to a ☐ construction loan.

Said loan ☐ shall ☐ shall not be on voucher control.

BUYER to lock loan terms within _______ days of acceptance or BUYER agrees to pay prevailing rates.

BUYER to pay discount points not to exceed _____ %. SELLER to pay discount points not to exceed _____ %. Any reduction in discount points at closing to be allocated proportionately.

Loan origination fee not to exceed _____ % paid by ☐ BUYER ☐ SELLER.

SELLER agrees to pay up to $ __________ in fees that BUYER cannot pay pursuant to FHA or VA regulation.

All remaining loan fess shall be paid as required by law, ordinance and/or regulation.

☐ OTHER (Specify in Additional Terms and Conditions or Financing Addendum): $ ______

TOTAL PURCHASE PRICE in the sum of (not including closing costs): $ 505,000.00

CLOSING Close of Escrow (COE) to be ~~on or before 30 days from acceptance~~ within 14 to 21 days after Bankruptcy Court Order approving sale is entered. Unless otherwise agreed upon in writing, COE shall not change from the originally agreed upon date. Both parties shall deposit, with the authorized escrow holder, all funds and instruments necessary to complete the transaction in accordance with the terms in this Agreement.

SJT JAT [signature]

Property Address Lot 207s Bordeaux Drive Reno APN 148-23-210

Page 1 of 9

Buyer [SJT / JAT] and Seller [[signature] / ______] I have read this page.

RSAR © 01/18 LOA 1/9

DEFINITIONS BROKER means cooperating Brokers and all Licensees. DAYS means calendar days unless otherwise specified. In computing any period of time prescribed under this Agreement, the day of the event from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included. BUSINESS DAY means a day other than a Saturday or Sunday or a day that banks in Nevada are authorized or required by law to close. ACCEPTANCE or DATE OF ACCEPTANCE means the date on which this Agreement and any other counter offers are fully executed and delivered. DELIVERY or RECEIPT means personal delivery, transmission by Facsimile (Fax), electronic delivery, or certified mail to BUYER, SELLER, BROKER or other representative. In the event of Fax, delivery shall be deemed to have occurred at the time noted on the confirmation sheet generated by the sender's Fax. In the event of certified mail, delivery and receipt shall be deemed to have occurred three (3) days following the date of mailing evidenced by the postmark on the envelope containing the delivered material. In the event of electronic delivery, delivery and receipt shall be deemed to have occurred as set forth in Nevada Revised Statutes (NRS) 719.320.

COUNTERPARTS AND SIGNATURES BUYER and SELLER acknowledge and agree this Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. BUYER and SELLER agree that this Agreement may be conducted by electronic delivery, and signatures so shall be acceptable for all purposes. Signatures transmitted by electronic delivery shall be accepted original signatures.

CONTINGENCY SATISFIED OR WAIVED IN WRITING All contingencies shall be satisfied according to their terms within the time limits specified, expire according to the time limits specified, or be waived in writing. If BUYER exercises their right to terminate this Agreement under any contingency, BUYER is not in default and is entitled to a refund of the EMD, less BUYER incurred expenses. If a contingency expires, it is waived. BUYER and SELLER shall cooperate in providing written waivers of those contingencies.

LOAN APPLICATION REQUIREMENT (BUYER Initial Required)

Included [______/______] Waived [SJS / JAS] Within five (5) days of Acceptance, BUYER agrees to (1) submit a completed loan application, including all documentation, to a lender of BUYER's choice, (2) furnish a pre-approval letter to SELLER based upon a standard factual credit report, acceptable debt to income ratios and sufficient funds to complete the transaction; and (3) authorize ordering of the appraisal. If BUYER fails to complete any of the above requirements, SELLER may terminate this Agreement within two (2) business days of BUYER's failure.

LOAN CONTINGENCY (BUYER Initial Required)

Included [______/______] Waived [SJS / JAS] Within n/a days of Acceptance, BUYER shall remove the loan contingency.

BUYER consents to the lender's release of loan status and conditions of approval to SELLER and Brokers. SELLER has no obligation to cooperate with BUYER's efforts to obtain any financing other than as specified in this Agreement.

APPRAISAL CONTINGENCY (BUYER Initial Required)

Included [______/______] Waived [SJS / JAS] The Appraisal fee is to be paid by ☐ BUYER ☐ SELLER ☐ split equally ☐ other n/a. It is expressly agreed, notwithstanding any other provision of this Agreement, BUYER shall not be obligated to complete the purchase of the Property and shall not be in default in the performance of this Agreement if the appraised value of the Property (excluding closing costs) is less than the amount specified as the purchase price. In the event of appraisal required repairs and BUYER and SELLER are unable to come to terms, BUYER shall not be obligated to complete the purchase of the Property and shall not be in default in the performance of this Agreement. BUYER shall have the option, and right of first refusal, of proceeding with the consummation of this Agreement without regard to the amount of the appraised valuation.

Any required appraisal re-inspections shall be paid by ☐ BUYER ☐ SELLER ☐ split equally ☐ other n/a.

APPRAISAL CONTINGENCY REMOVAL Within n/a days of Acceptance, BUYER shall remove the appraisal contingency.

CONTINGENT ON SALE AND CONVEYANCE OF OTHER PROPERTY

☒ This Agreement IS NOT contingent upon the sale and conveyance of BUYER's property;

OR

☐ This Agreement IS contingent upon the sale and conveyance of BUYER's property described as ______________________________. Buyer to select option A or B.

A. ☐ BUYER's property is in escrow and scheduled to close on or before ______________________. The sale of BUYER's property is not contingent on the sale and conveyance of a third party's property.

OR

☐ BUYER's property is in escrow and scheduled to close on or before ______________________. The sale of BUYER's property is contingent on the sale and conveyance of a third party's property.

B. ☐ BUYER's property is currently listed in the MLS System by a REALTOR®.

OR

☐ BUYER's property shall be listed within ______ days in the MLS System by a REALTOR®.

If BUYER's property does not obtain an accepted offer with a scheduled closing on or before ______________ within ______ days of Acceptance of this Offer, then this Agreement shall terminate unless BUYER and SELLER otherwise agree in writing.

SELLER shall have the right to continue to offer this Property for sale and accept written backup offers only, subject to BUYER's rights under this Agreement. If escrow on BUYER's property does not close ~~on or before n/a~~ ____________, this Agreement will terminate unless BUYER and SELLER otherwise agree in writing. within 14 to 21 days after Bankruptcy Court order approving sale is entered.

BUYER shall provide information regarding the listing, the escrow, and related escrows for the contingent property including, but not limited to, the closing date, loan status, inspections, and all additional contingencies on BUYER's property within n/a days of each event. BUYER authorizes SELLER and Brokers to obtain updates on BUYER's listing or escrow.

SJS

JAS

If any of the contingencies in the Contingent on Sale and Conveyance of Other Property section are not satisfied, SELLER reserves the right to terminate this Agreement. If SELLER terminates this Agreement, the parties agree to cancel the escrow and return the EMD to BUYER less BUYER incurred expenses.

VESTED TITLE Title shall vest as designated in escrow instructions.

EXAMINATION OF TITLE In addition to any encumbrances referred to in this Agreement, BUYER shall take title to the Property subject to: (1) real estate taxes not yet due, and (2) Covenants, Conditions, Restrictions (CC&Rs), rights of way, and easements of record, if any, that do not materially affect the value or intended use of the Property. Within two (2) business days of Acceptance, SELLER shall order a preliminary title report, and CC&Rs if applicable. Within five (5) days of BUYER's receipt of the preliminary title report and CC&Rs, BUYER's acceptance shall be delivered to SELLER's Broker within this five (5) day period. Should BUYER object to any of the preliminary title report or CC&Rs, SELLER shall use due diligence to remove those objections prior to COE. If those objections cannot be removed, BUYER may elect to purchase the Property, subject to the existing objections, or BUYER may elect to terminate all rights and obligations under this Agreement. The EMD shall be returned to BUYER, less BUYER incurred expenses. If SELLER is unwilling or unable to remove BUYER's objections, SELLER shall deliver written notification to BUYER's Broker within ten (10) days of receipt.

TITLE AND CLOSING COSTS

☐ BUYER ☒ SELLER ☐ split equally ☐ other ____________ shall pay for a (Standard) owner's policy of title insurance.

☐ BUYER ☐ SELLER ☐ split equally ☐ other n/a shall pay for a (Standard) lender's policy of title insurance.

BUYER is aware additional coverage policies are available. All costs associated with additional coverage policies to be paid for by ☒ BUYER ☐ SELLER ☐ split equally ☐ other ______________________________.

Escrow Fee to be paid by ☐ BUYER ☐ SELLER ☒ split equally ☐ other ______________________________.

Transfer Tax(es) to be paid by ☐ BUYER ☐ SELLER ☒ split equally ☐ other ______________________________.

All remaining closing costs shall be paid in customary manner as required by law, ordinance and/or regulation.

OMISSIONS FROM ESCROW INSTRUCTIONS The omission from escrow instructions of any provision in this Agreement shall not preclude any party from enforcing that provision. All written representations and warranties shall survive the conveyance of the Property.

BONDS AND ASSESSMENTS (Other than Common-Interest Communities) In the event there is a bond or assessment with a principal balance or that requires settlement in full prior to COE, is shall be paid by ☒ SELLER ☐ BUYER ☐ assumed by BUYER if allowed ☐ split equally ☐ other ______.

PRORATION Any and all rents, taxes, interest, homeowner association fees, payments on bonds and assessments assumed by BUYER, and other Property expenses shall be prorated as of the date of ~~recordation of the deed.~~ Security deposits, advance rentals, or considerations involving future lease credits shall be credited to BUYER at COE. COE
All tax prorations at COE are final. [SJS]

REASSESSMENT OF PROPERTY TAX BUYER is advised the Property may be reassessed in the future which may result in a tax increase or decrease. Buyer is responsible for any reassessments. [JAS]

ITEMS NOT ADDRESSED Items of a general maintenance or cosmetic nature not materially affecting value, or use of the Property, existing at the time of Acceptance and that are not expressly addressed in this Agreement, are deemed accepted by BUYER.

COMMON-INTEREST COMMUNITY DISCLOSURE
The Property ☒ is ☐ is not located in a Common-Interest Community.
If so, complete the following:
SELLER shall provide, at SELLER's expense, Common-Interest Community documents ("Resale Package") as required by NRS 116.4109. SELLER shall order the Resale Package within five (5) days of Acceptance and deliver to BUYER upon receipt.
Association transfer fees paid by ☐ BUYER ☒ SELLER ☐ split equally ☐ other ______.
Association set up fees paid by ☐ BUYER ☒ SELLER ☐ split equally ☐ other ______.
Other Association fees related to the transfer of the Common-Interest Community shall be paid by ☐ BUYER ☒ SELLER ☐ split equally ☐ other ______.
The amount of any delinquent assessments including, penalties, attorney's fees, and other charges provided for in the management documents shall be paid current by SELLER at COE.
Existing assessments levied shall be paid by ☐ BUYER ☒ SELLER ☐ split equally ☐ other ______.
Assessments levied, but not yet due, shall be paid by ☒ BUYER ☐ SELLER ☐ split equally ☐ other ______.
BUYER shall have five (5) days from receipt of the Resale Package to review it. If BUYER does not approve the Resale Package, then written notice to cancel must be given **within that same five (5) day period.**

AREA RECREATION PRIVILEGES AND RULES SELLER shall relinquish on or before COE any recreation privileges, passes, identification cards, or keys for access to common-interest community facilities and general improvements. ~~Upon COE SELLER shall pay replacement charges for identification cards or keys not relinquished.~~ BUYER shall become familiar with the current common-interest community facilities and general improvement policies regarding recreation privileges and associated costs prior to COE. [SJS] [JAS]

INSPECTIONS BUYER has the right to inspect the Property, order all inspections, and select qualified professionals including, but not limited to, licensed contractors, certified building inspectors and other qualified professionals to inspect the Property.

BUYER shall indicate inspections to be included or waived in the list below. The following is not a comprehensive list of possible inspections; therefore, BUYER should add any additional inspections necessary to satisfy BUYER under "OTHER." All inspections and due diligence shall be completed and copies of all inspections shall be provided to BUYER and SELLER at no additional expense

☒ within 10 days of Acceptance; OR

☐ within ______ days of other contingency ____________________

Within the time specified above, BUYER shall deliver to SELLER, in writing, one of the following:

A. approval of the inspections and completion of due diligence without requiring any repairs; OR

~~B. approval of the inspections and completion of due diligence with a Notice of Required Repairs or an Addendum listing all required repairs. SELLER shall respond in writing to BUYER's repair request within five (5) business days of delivery; OR~~ SJT JAT

C. termination of this Agreement including, an explanation how the condition revealed by any inspection and/or due diligence report materially and/or reasonably justify such a decision.

If any inspection and/or due diligence is not completed by the deadline, it is waived unless otherwise agreed to in writing. SELLER is released from liability for the cost of repairs that inspection and/or due diligence would have reasonably identified had it been conducted, except as otherwise provided by law. If BUYER acts reasonably in terminating this Agreement based upon objectionable conditions revealed by the inspections and/or due diligence, BUYER is released from any and all obligations to SELLER, and BUYER is entitled to a refund of the EMD, less BUYER incurred expenses. BUYER will be responsible for repairs/restoration of any damage to the property that may be caused by inspections and/or due diligence.

INSPECTIONS	Included	Waived	N/A	Paid by	
ENVIRONMENTAL	☒	☐	☐	☒ BUYER	☐ SELLER
GEOTECHNICAL REPORT	☒	☐	☐	☒ BUYER	☐ SELLER
PERCOLATION TEST	☐	☐	☒	☐ BUYER	☐ SELLER
SURVEY Type corner marking	☐	☒	☐	☐ BUYER	☐ SELLER
WELL QUALITY	☐	☐	☒	☐ BUYER	☐ SELLER
WELL QUANTITY	☐	☐	☒	☐ BUYER	☐ SELLER
OTHER ________	☐	☐	☐	☐ BUYER	☐ SELLER
OTHER ________	☐	☐	☐	☐ BUYER	☐ SELLER
OTHER ________	☐	☐	☐	☐ BUYER	☐ SELLER

DUE DILIGENCE	Included	Waived	N/A	Paid by	
ACCESS EASEMENTS	☐	☒	☐	☐ BUYER	☐ SELLER
AVAILABILITY OF UTILTIES	☐	☒	☐	☐ BUYER	☐ SELLER
DEED RESTRICTIONS	☐	☒	☐	☐ BUYER	☐ SELLER
DETERMINATION IF SITE IS BUILDABLE	☒	☐	☐	☒ BUYER	☐ SELLER
EASEMENTS	☐	☒	☐	☐ BUYER	☐ SELLER
FUTURE LAND USE DESIGNATION(S)	☐	☒	☐	☐ BUYER	☐ SELLER
GOVERNMENTAL APPROVALS	☐	☒	☐	☐ BUYER	☐ SELLER
IMPACT AND/OR DEVELOPMENT FEES	☐	☒	☐	☐ BUYER	☐ SELLER
LEGAL ACCESS (ingress & egress)	☐	☒	☐	☐ BUYER	☐ SELLER
MINERAL RIGHTS	☐	☒	☐	☐ BUYER	☐ SELLER
ROAD MAINTENANCE AGREEMENT	☐	☐	☒	☐ BUYER	☐ SELLER
WATER RIGHTS (in the amount of zero)	☐	☐	☒	☐ BUYER	☐ SELLER
WILL SERVE LETTER FROM UTILITY PROVIDER(S)	☐	☒	☐	☐ BUYER	☐ SELLER
ZONING	☐	☒	☐	☐ BUYER	☐ SELLER
OTHER Any deemed needed	☒	☐	☐	☒ BUYER	☐ SELLER
OTHER ________	☐	☐	☐	☐ BUYER	☐ SELLER

[SJT / JAT] (Buyer Initials) BUYER affirms the above selections.

SELLER agrees to provide reasonable access to the Property to BUYER, and inspectors, for both inspections and re-inspections and appraiser. If this transaction fails to close, the parties remain obligated to pay for inspections performed as agreed.

RE-INSPECTIONS (BUYER Initial Required)

Included ~~Waived~~

[______/______] [SJS / JAS] SELLER shall have all agreed upon repairs completed no later than ______ days prior to COE and BUYER shall have the right to re-inspect. Re-inspections shall be paid by ☐ BUYER ☐ SELLER ☐ split equally ☐ other ____________________.

FINAL WALKTHROUGH BUYER shall have the right to a final walkthrough prior to close COE.

PHYSICAL POSSESSION Physical possession of the Property with any keys to Property locks, community mailboxes, alarms, and garage door openers shall be delivered to BUYER ~~☒ upon recordation of the deed; OR ☐ by separate agreement.~~ at COE. [SJS]

LAND USE REGULATION BUYER is advised the Property may be subject to the authority of the city, county, state, federal governments, and/or the various courts having jurisdiction. These governmental entities, from time to time, have adopted and revised land use and environmental regulations that may apply to the Property. BUYER is advised to research the possible effect of applicable land use and environmental regulation. Brokers make no representations or warranties regarding the existing permissible uses or future revisions to the land use regulations. [JAS]

ENVIRONMENTAL CONDITIONS BUYER is advised the Property may be located in an area found to have special flood hazards as indicated by FEMA, avalanche conditions, freezing temperatures, snow loads, seismic activity and/or wildland fires. It may be necessary to purchase additional insurance in order to obtain any for the Property. For further information, consult your lender, insurance carrier or other appropriate agency.

~~HAZARDOUS/NOXIOUS CONDITIONS SELLER represents, to the best of SELLER's knowledge, the Property is not~~ contaminated ~~with any hazardous~~ conditions including, but not limited to, asbestos, ~~processed petroleum~~ derivatives, PCB transformers, other toxic, hazardous or ~~contaminated substances, noxious~~ weed, and underground storage tanks. SELLER agrees to disclose to ~~Licensee, BUYER,~~ and all prospective buyers any ~~and all~~ information which SELLER has or may ~~acquire regarding the presence and location of any hazardous/noxious conditions on or about the Property.~~ BUYER ~~and SELLER~~ should seek the advice of independent experts regarding the potential presence and/or effect of toxic, hazardous or noxious substances on real property and any improvements to be sold or purchased. [SJS] [JAS]

WATER METERS BUYER may be required at a future date to incur the cost of installation of water meters and/or conversion to metered rates.

WELLS Many factors may affect the performance of a well system. If the Property includes a well, BUYER may be required at some future date to incur the cost of connecting the Property to a public water system.

ADDITIONAL FEES Some areas may additional fees or charges for the remediation of water systems.

SEPTIC SYSTEMS If the Property includes a septic system, BUYER may be required at some future date to incur the cost of connecting the Property's plumbing to a public sewer system.

At COE, BUYER assumes all future costs associated with water meters, wells and septic systems. [SJS]

~~PRIVATE ROADS SELLER shall disclose if the Property shares a common road, access driveway, or right-of-way with another property. If a road maintenance agreement exists, SELLER shall provide the agreement to BUYER.~~ [JAS]

WATER RIGHTS Water rights, if any, shall be included with the Property unless specifically excluded by deed or mutual agreement.

Property Address Lot 207s Bordeaux Drive Reno APN 148-23-210

 Buyer [SJS / JAS] and Seller [______ / ______] have read this page. RSAR© 01/18 LOA 6/9

Authentisign ID: 185F637C-4044-4BB7-A943-417EC6D388FB

Authentisign ID: 205C6E27-A42C-43A3-9275-941351366DFA

AGRICULTURAL DEFERMENT TAX BUYER and SELLER are advised property may be subject to a deferred Agricultural Recapture tax.

ADDITIONAL TERMS AND CONDITIONS:
~~1) Close of escrow shall not be within October 31, 2018 to November 12, 2018.~~ SJS JAS

2) Buyer is aware of the earthquake fault on the subject property and the 50 foot building setback restriction.

3) Buyer also acknowledges receipt of the Montreux Plot Map with Building Envelope for lot 207s.

4) Buyer is aware that current annual property taxes are approximately $2,699.00.

5) Buyer is aware that he will become a member of the Montreux Homeowners Association and that currently dues are $795.00 quarterly. SJS

6) See Exhibit A attached hereto. 7) See Exhibit B for form of Special Warranty Deed.

TAX WITHHOLDING (FIRPTA) Unless the Property is sold for no more than $300,000, SELLER agrees to provide BUYER with (a) Non-Foreign Seller Affidavit, or (b) Witholding Certificate Form from the Internal Revenue Service stating that withholding is not required. ~~In the event none of the foregoing is applicable, BUYER requires a percentage of SELLER's proceeds to be withheld by escrow to comply with the FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (IRC Section 1445).~~ JAS

~~TAX DEFERRED EXCHANGE If BUYER or SELLER wishes to enter into an IRC 1031 tax deferred exchange for the Property, each party agrees to cooperate with the other in connection with the exchange including, the execution of documents as deemed necessary to effectuate the same. No party shall not be obligated to delay the closing. All additional costs in connection with the exchange shall be borne by the party requesting it. No party shall not be obligated to execute any note, contract, deed, or other document providing for any personal liability which would survive the exchange. The other party shall be indemnified and held harmless against any liability arising or that has arisen on account of the acquisition of ownership of the exchanged property.~~ SJS JAS

VERIFICATION OF INFORMATION Any information relating to land or its use, and/or improvements of the land are approximate or estimates only, and neither SELLER nor Brokers involved make any representation or guarantee regarding the accuracy. Any oral or written representations by SELLER or Brokers regarding the age of improvements, size, and square footage of parcel or building, or location of property lines, may not be accurate. Apparent boundary line indicators such as fences, hedges, walls, or other barriers may not represent the true boundary lines. Brokers are not obligated to investigate the status of permits, zoning, or code compliance. BUYER to satisfy any concerns with conditions that are an important or critical element of the purchase decision. BUYER agrees they have not received or relied upon any representation by Brokers or SELLER with respect to the condition of the Property not contained in this Agreement. The information contained in the Multiple Listing Service, computer, advertisements, and feature sheets pertaining to the Property are not warranted or guaranteed by Brokers. Errors and/or omissions in inputting information, while uncommon, are possible. BUYER shall be responsible for verifying the accuracy of such information. Deposit of all funds necessary to close escrow shall be deemed final acceptance of the Property. ~~SELLER agrees to hold Brokers harmless and to defend and indemnify them from any claim, demand, action, or proceeding resulting from any omission or alleged omission by SELLER.~~ SJS

~~NEVADA LAW TO APPLY Nevada law shall apply to the interpretation and enforcement of this Agreement.~~
See Exhibit A. JAS

MEDIATION If a dispute arises out of or relates to this Agreement, or its breach, the parties are aware that the local Association of REALTORS® has a Dispute Resolution Service (DRS) available. A DRS brochure is available upon request.

~~ATTORNEY FEES In the event either party is required to engage the services of an attorney to enforce this Agreement the prevailing party in any proceeding shall be entitled to an award of reasonable attorney's fees, legal expenses and costs.~~ SJS

CODE OF ETHICS Not all real estate licensees are REALTOR(S)®. A REALTOR® is a member of the National Association of REALTORS® and therefore subscribes to a higher ethical standard in the industry, known as the REALTOR® Code of Ethics. To receive a copy of the REALTOR® Code of Ethics, ask your real estate professional or the local Association of REALTORS®. JAS

Property Address Lot 207s Bordeaux Drive Reno APN 148-23-210

 Buyer [SJS / JAS] and Seller [/] have read this page. RSAR® 01/18 LOA 7/9

Authentisign ID: 185F637C-4044-4BB7-A943-417EC6D388FB

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PROFESSIONAL CONSULTATION ADVISORY A real estate Broker is qualified to advise on real estate. The parties are advised to consult with appropriate professionals including, but not limited to, engineers, surveyors, appraisers, lawyers, CPAs, or other professionals on specific topics including, but not limited to, land use regulation, boundaries and setbacks, square footage, physical condition, legal, tax, water rights and other consequences of the transaction.

SELLER DEFAULT If SELLER defaults in the performance of this Agreement, BUYER shall have the right to ~~recover from SELLER all of BUYER's actual damages that BUYER may suffer as a result of SELLER's default, and to pursue any and all other remedies available at law or in equity.~~ retain, as their sole legal recourse, the EMD. [SJS] [JAS]

BUYER DEFAULT BUYER must initial **only one** of the following.

If BUYER defaults in the performance of this Agreement, SELLER shall have the right to:

A. [SJS / JAS] (Buyer Initials) Liquidated Damages: SELLER shall have the right to retain, as their sole legal recourse, the EMD. BUYER and SELLER hereby acknowledge SELLER's actual damages would be difficult to measure and that the EMD is a fair and reasonable estimate of such damages.

~~OR~~

~~B. [/] (Buyer Initials) Actual Damages: SELLER shall have the right to recover from BUYER all of SELLER's actual damages that SELLER may suffer as a result of BUYER's default, and to pursue any and all other remedies available at law or in equity.~~

THE FOLLOWING HAVE BEEN RECEIVED AND ACKNOWLEDGED BY BUYER:

- ☒ Consent to Act
- ☒ Duties Owed by a Nevada Real Estate Licensee
- ☐ Information Regarding Well and Septic System
- ☒ Vacant Land Due Diligence Resource Guide
- ☒ Wire Fraud Advisory
- ☒ Other Dickson Realty "Affiliated Business..."
- ☐ Other ____

THE FOLLOWING ADDENDA AND EXHIBITS SHALL BE INCORPORATED:

- ☒ Common Interest Community Information Statement "Before You Purchase...."
- ☐ Open Range Land Disclosure
- ☐ SELLER Financing Addendum (Residential)
- ☐ Other ____
- ☐ Other ____

ENTIRE AGREEMENT This Agreement and attachments contain the entire Agreement of the parties and supersede all prior agreements or representations with respect to the Property not expressly set forth in this Agreement. This Agreement may only be modified only in writing, signed and dated by the parties. BUYER acknowledges having read and approved all provisions of this Agreement.

TIME IS OF THE ESSENCE Time is of the essence of this Agreement.

SELLER has agreed, by separate listing agreement, to pay real estate commissions for services rendered, at close of escrow. As published in the MLS, ____% of the accepted price, or $Per Agreement, shall be paid to BUYER's real estate company, Dickson Realty, irrespective of the agency relationship.

Property Address Lot 207a Bordeaux Drive Reno APN 148-23-210

Page 8 of 9 Buyer [SJS / JAS] and Seller [/] have read this page. RSAR© 01/18 LOA 8/9

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Authentisign ID: 205C6E27-A42C-43A3-9275-941351366DFA

EXPIRATION OF OFFER Per NRS 645.254, all offers must be presented to SELLER. This Offer expires unless accepted, including delivery to BUYER or Rob Wonhof, Brooke Sullivan or Monica Gore on/or before 5:00 ☐A.M. ☒P.M. on 09/05/18.

BUYER — Authentisign — *Steven J. Tucci, trustee* DATE 09/01/2018 TIME 2:58 PM

St[illegible] trustee

BUYER — *Jane A. Tucci, trustee* — 9/1/2018 11:31:38 AM PDT DATE 09/01/2018 TIME 11:31 AM

BUYER's Representation:

BUYER's Licensee Name Rob Wonhof (Print Name)	BUYER's Broker Name Rob Wonhof
BUYER's Licensee Nevada License # BS.16536	BUYER's Broker Nevada License # BS.16536
Phone 775-849-9444 Fax 866-390-4015	Company Name Dickson Realty
BUYER's Licensee Email RWonhof@DicksonRealty.com	Office Address 16475 Bordeaux Dr.
BUYER's Licensee Signature ____ (Licensee's acknowledgement of receipt of deposit) Rob Wonhof	City/State/Zip Reno Nv 89511

SELLER'S ACCEPTANCE, COUNTER OFFER OR REJECTION OF AGREEMENT

SELLER acknowledges having read and approved each provision of this Agreement. Authorization is hereby given to Brokers to deliver a signed copy to BUYER and disclose the terms of the sale to members of the Multiple Listing Service or Association of REALTORS® at COE.

SELLER to check one of the following options, and date, time and sign this Agreement.

☐ Acceptance of Offer SELLER accepts this Offer and agrees and have the authority to sell the Property on the terms and conditions as stated in this Agreement.

☑ Counter Offer SELLER signs this Offer subject to ~~a Counter Offer~~ acceptance of additional terms stated herein dated ____.

☐ Rejection SELLER rejects the foregoing Offer.

SELLER [illegible] DATE Aug. 11, 2018 Time ____

By: Jefe Plover Management, LLC,
Its General Partner

By: Jeffrey H. Mims, Chapter 7 Trustee for the bankruptcy estate of Wade Neal Barker, Case No., 1832014-sgj-7, in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division pursuant to Order Granting Trustee's Motion for Authority to Operate

SELLER's Licensee Brooke Sullivan (Print Name)	SELLER's Broker Name Rob Wonhof
SELLER's Nevada License # 51738	SELLER's Brokers Nevada License # BS 16536
Phone 775.849.9444 Fax 866.390.4015	Company Name Dickson Realty
SELLER's Licensee Email brooke@brookesullivan.com	Office Address 16475 Bordeaux Drive
	City/State/Zip Reno, Nevada 89511