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11 **UNITED STATES BANKRUPTCY COURT**
12 **DISTRICT OF NEVADA**

13 In re:)
14 LVBK, LLC) CASE NO. BK-S-14-17789-ABL
15) Chapter 11
16)
17) Date: November 8, 2017
18 Debtor.) Time: 1:30 p.m.
19 _____)

20 **MOTION TO SELL PROPERTY FREE AND CLEAR OF LIENS THE PROPERTY**
21 **LOCATED AT 5988 RED RASPBERRY, LAS VEGAS NEVADA**

22 COMES NOW, LVBK, LLC(hereinafter "Debtor") by and through attorney, David J.
23 Winterton of the law firm of David J. Winterton & Assoc, Ltd., hereby files this Motion to Sell
24 Real Property Free and Clear of Liens. This Motion is made pursuant to 11 U.S.C. §§ 105 and 363,
25 and Federal Rules of Bankruptcy Procedure ("Bankruptcy Rules") 2002, 6004 and 9014. This
26 Motion is also based upon the pleadings and papers on file, any oral argument presented by counsel
27 and the documents attached herein.

28 Dated this 6th day of October, 2017.

DAVID J. WINTERTON & ASSOC., LTD.

By: /s/ David J. Winterton
David J. Winterton, Esq.
Nevada Bar No. 004142
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Attorneys for Debtor and
Debtor in Possession

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MEMORANDUM OF POINTS and AUTHORITIES

COMES NOW, LVBK, LLC(hereinafter "Debtor") by and through attorney, David J. Winterton of the law firm of David J. Winterton & Assoc, Ltd., hereby files this Motion to Sell Real Property Free and Clear of Liens. All of the property is situated in Clark County, State of Nevada.

I.
HISTORY OF THE CASE

The Debtor had acquired a number of properties from auctions that were held in the United States Bankruptcy Court. The Debtor then attempted to work with the lenders but the lenders would not cooperate with the Debtor and commenced foreclosure. The Debtor then filed bankruptcy to stop the foreclosures.

The Debtor filed bankruptcy on or about November 21, 2014. The Debtor was able to get a plan of reorganization confirmed on or about October 14, 2016. The Debtor had filed a motion to close the bankruptcy as was attempting to sell one of the properties to pay off the attorney fees and costs approved in this case. The Banks would not give a payoff amount nor would they provide a release to their deed of trust. The Debtor has been forced to file this Motion to Sell the properties free and clear of liens.

II.
LEGAL SUPPORT AN ANALYSIS

A. Purpose of the Motion

The Debtor acquired all of these properties from a sale approved by the United States Bankruptcy Courts. The Debtor wanted to get with the lenders to work out a payment arrangement or modification of the loans. The banks would not work with the Debtor because the Debtor was not the originator of the loan. As a result, they would not speak with him nor would they give him any information. The lenders then proceeded with foreclosure on the properties.

The Debtor was forced to file bankruptcy to stop the foreclosure on the properties. The Debtor was able to get a plan of reorganization confirmed. Counsel for the Debtor filed a fee

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1 application for his fees and it was approved by the court. The Debtor then proceed to list one of
2 the properties to pay for the attorney fees and costs. The Debtor has a buyer for one of the
3 properties and escrow was opened with a title company. The title company requested a payoff for
4 the loan and they bank will not give any information. They want the social security number of the
5 original borrower and/or the original loan number. The properties were acquired from the
6 bankruptcy court and do not know the original borrower nor how to get hold of them. As a result,
7 the title company has not been able to get a pay off amount, get information from the lender to get
8 a pay off amount or get a release from the deed of trust.

9 The Debtor has been left with no choice but to sell all of the properties and get an order
10 from the court to approve the sale of the properties. With the court order, the sale will be free and
11 clear of liens and the banks will get paid what they are entitled from the sale of the property.

12 **B. Authority of the Court**

13 This Motion is a core proceeding pursuant to 28 U.S.C. §§ 157(b)(2)(A), (N), and (O). The
14 statutory predicates for the relief requested in the Motion are 11 U.S.C. §§ 105 and 363, and
15 Federal Rules of Bankruptcy Procedure ("Bankruptcy Rules") 2002, 6004 and 9014. All of the
16 property is situated in Clark County, State of Nevada.

17 **C. Notice**

18 As set forth in the declarations of service filed with this Court in connection with the
19 Motion, notice of the hearing on the approval of the Motion (the "Notice") was duly served on (a)
20 the Debtor and [his] counsel, (b) all creditors and interested parties pursuant to Bankruptcy Rule
21 2002(I), © each entity known to the Debtor to assert a lien, encumbrance or other interest in, or
22 claim to, the Property to be affected by this Order, and (d) the Office of the United States Trustee,
23 all in accordance with Bankruptcy Rules 2002(a)(2), 2002(c)(1), 2002(I), 2002(k), 6004(a) and
24 6004©.

25 Each entity known to the Trustee to assert a lien, encumbrance, claim or other interest in
26 or to the Property to be affected by this Order was also served with a complete copy of the Motion,
27
28

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1 and all supporting declarations and pleadings filed by the Trustee in connection with the Motion.
 2 The Notice complied in all respects with the requirements of the Bankruptcy Code and the
 3 Bankruptcy Rules; fully and adequately described the relief requested in the Motion and set forth
 4 the means by which the Motion, and all supporting declarations and pleadings filed by the Trustee
 5 in connection with the Motion, could be obtained promptly by a party in interest; provided fair and
 6 reasonable notice under the circumstances of this case with respect to the deadlines and procedures
 7 for objecting to the relief requested in the Motion; and set forth the time, date and place for the
 8 hearing on the Motion.

9 **D. The Sale of the Property Free and Clear of Liens.**

10 Under 11 U.S.C. § 363(f)(1) the Debtor is allowed to sell Real Property free and clear of
 11 any and all interests or lien including without limitation, those liens, encumbrances or interests of
 12 such party listed in the title reports. Under 11 U.S.C. § 363(f)(5), [Lien or Interest holder] can be
 13 compelled, in a legal or equitable proceeding, to accept a money satisfaction of its liens,
 14 encumbrances or interests in the Property, including, without limitation, those liens, encumbrances
 15 and interests. The properties have been on the market, advertised and sales efforts to get the highest
 16 and best sales price for the properties. The properties have been marketed through a licensed real
 17 estate agent in the state of Nevada. The sale of the properties is as follows:

PROPERTY	SALE PRICE	DOCUMENTS
5988 Red Raspberry, Las Vegas, Nevada 89142	\$140,000.00	See Exhibit 1

21 The Purchaser is unrelated to the Debtor and the Trustee. The Agreement was negotiated,
 22 proposed, and entered into by the parties without collusion, in good faith, and from arm's-length
 23 bargaining positions. Neither the Trustee nor the Purchaser have engaged in any conduct that would
 24 cause or permit the Agreement, or the transactions contemplated thereby, to be invalidated or
 25 avoided under 11 U.S.C. § 363(n). Accordingly, upon consummation of the sale transaction
 26 contemplated by the Agreement, the Purchaser will be a buyer in "good faith" within the meaning
 27

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1 of 11 U.S.C. § 363(m), and, as such, is entitled to the protections afforded thereby.

2 The terms and conditions of the sale transaction as provided for in the Agreement are fair
3 and reasonable; entry into the Agreement on behalf of the Estate is a sound exercise of the Trustee's
4 reasonable business judgment; and, the sale transaction contemplated by the Agreement is in the
5 best interests of creditors, interest holders and the Estate.

6 **E. Payment after the Sale of the Property.**

7 Based on the record in this case, the Debtor requests that the properties be sold free and
8 clear of liens. The authorization is hereby given under 11 U.S.C. §§ 105(a) and 363 to sell the
9 Property free and clear of those liens, claims, encumbrances and interests set forth below to the
10 Purchaser on the terms and conditions provided in the Agreement and the plan of reorganization.
11 There is only one mortgage holder that is Bac Home Loans Servicing Fka Countrywide Home
12 Loans Servicing. They will be paid as per the Plan of Reorganization. That the Debtor is hereby
13 authorized, empowered, and directed to (1) perform under, consummate, and implement the
14 Agreement, (2) execute all additional instruments and documents that may be reasonably necessary
15 or desirable to implement the Agreement and the transactions contemplated thereby, (3) take all
16 further actions as may be necessary or appropriate for the purposes of assigning, transferring,
17 granting, conveying, encumbering, or transferring the Debtor's property as contemplated by the
18 Agreement, and (4) take such other and further steps as are contemplated by the Agreement or
19 reasonably required to fulfill the obligations under the Agreement, all without further order of the
20 Court.

21 That the sale of the Property shall be free and clear of the ownership interests of the Record
22 Owner, and predecessors and successors in interest; any unrecorded equitable or legal interests in
23 the Property asserted by any person or entity, or their respective predecessors and successors in
24 interest.

25 The Debtor will be authorized to pay from the escrow funds the amount to be paid under
26 the plan of reorganization. That at the close of escrow of the sale approved by an Order on this
27

1 Motion, the Escrow Company is authorized to pay from the sale proceeds the broker's commissions
2 as outlined in the contracts. The Escrow Company is hereby authorized to pay all other reasonable
3 and customary escrow fees, recording fees, title insurance premiums, and closing costs necessary
4 and proper to conclude the sale of the Property.

5 That this Court shall and hereby does retain jurisdiction to (1) enforce and implement the
6 terms and provisions of the Agreement, all amendments thereto, any waivers and consents
7 thereunder, and any other supplemental documents or agreements executed in connection
8 therewith; (2) compel delivery and payment of the consideration provided for under the Agreement;
9 (3) resolve any disputes, controversies or claims arising out of or relating to the Agreement and;
10 (4) interpret implement, and enforce the provisions of this Order.

11 Dated this 6th day of October, 2017.

12 DAVID J. WINTERTON & ASSOC., LTD.

13 By: /s/ David J. Winterton
14 David J. Winterton, Esq.
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CERTIFICATE OF SERVICE

I hereby certify that I am an employee of David J. Winterton & Assoc., Ltd., and that on the 6th day of October, 2017, I electronically served by ECF and email a true and correct copy of the Motion to Sell Property Free and Clear of Liens the Property Located at 5988 Red Raspberry, Las Vegas Nevada, I served the above-named document(s) by the following means to the persons as listed:

- **By ECF System:**
U.S. TRUSTEE - LV - 11
USTPRegion17.lv.ecf@usdoj.gov
- (UNITED STATES MAIL) By depositing a copy of the above-referenced document for mailing in the United States Mail, first class postage prepaid, at Las Vegas, Nevada, to the parties listed on the attached service list, at their last known mailing addresses, on the 6th day of October, 2017.

Bac Home Loans Servicing
Attention: Brian Moynihan, Chief Executive Officer
6400 Legacy Drive
Plano TX 75024

AND ATTACHED MATRIX



An employee of David J. Winterton & Assoc.

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Label Matrix for local noticing
0978-2
Case 14-17789-abl
District of Nevada
Las Vegas
Thu Oct 5 16:21:36 PDT 2017

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WELLS FARGO
BANKRUPTCY
1 HOME CAMPUS
DES MOINES, IA 50328-0001

WELLS FARGO
PO BOX 31557
BILLINGS, MT 59107-1557

WELLS FARGO
PO BOX 659558
SAN ANTONIO, TX 78265-9558

WELLS FARGO BANK, N.A.
ATTN: BANKRUPTCY DEPARTMENT
MAC#T7416-023
4101 WISEMAN BLVD.
SAN ANTONIO, TX 78251-4200

WELLS FARGO BANK, N.A.
ATTN: BK DEPT/MAC#T7416-023
4101 WISEMAN BLVD
SAN ANTONIO, TX 78251-4200

Wells Fargo Bank, N.A.
c/o Pite Duncan, LLP
4375 Jutland Dr., Suite 200
P.O. Box 17933
San Diego, CA 92177-7921

Wilmington Savings Fund Society, FSB, et al
c/o Carrington Mortgage Services, LLC
1600 South Douglass Road
Anaheim, CA 92806-5948

DAVID J. WINTERTON
1140 N TOWN CENTER DR, STE 120
LAS VEGAS, NV 89144-0605

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

BANK OF AMERICA
4161 PEIDMONT PKWY
GREENSBORO, NC 27410

CITIBANK
PO BOX 20507
KANSAS CITY, MO 64195

NATIONSTAR MORTGAGE LLC
BANKRUPTCY DEPARTMENT
PO BOX 619096
DALLAS, TX 75261-9741

(d)Nationstar Mortgage LLC
PO Box 619096
Dallas, TX 75261-9741

Addresses marked (c) above for the following entity/entities were corrected as required by the USPS Locatable Address Conversion System (LACS).

GREEN TREE SERVICING
332 MINNESOTA ST, STE 610
ST PAUL, MN 55101

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)NATIONSTAR MORTGAGE LLC

(d)NEVADA ASSOCIATION SERVICES, INC., AGENT F
C/O GARY L. COMPTON, ESQ.
2950 E. FLAMINGO RD., STE. L
LAS VEGAS, NV 89121-5208

(u)U.S. BANK N.A., AS TRUSTEE FOR STRUCTURED

(u)U.S. BANK NATIONAL ASSOCIATION

(u)WILMINGTON TRUST, NATIONAL ASSOCIATION, NO

(d)CITIMORTGAGE
PO BOX 9438
GAITHERSBURG, MD 20898-9438

(d)REPUBLIC SERVICES
PO BOX 98508
770 E SAHARA
LAS VEGAS, NV 89104-2943

(u)SUTTER CREEK HOA
C/O MESA MANAGEMENT
2920 N GREEN VALLEY PKWY, STE 421

(d)Select Portfolio Servicing, Inc.
P.O. Box 65250
Salt Lake City, UT 84165-0250

End of Label Matrix
Mailable recipients 117
Bypassed recipients 9
Total 126

DAVID J. WINTERTON, & ASSOCIATES, LTD.
1140 No. Town Center Drive, suite 120
Las Vegas, Nevada 89144
(702) 363-0317

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EXHIBIT 1



UNIVERSAL



RESIDENTIAL PURCHASE AGREEMENT

(Joint Escrow Instructions)

Date: 01/25/17

Jeffrey Starr (Buyer), hereby offers to purchase 5988 Red Raspberry (Property), within the city or unincorporated area of Las Vegas, County of Clark, State of Nevada, Zip 89142, A.P.N. # 161-03-117-045 for the purchase price of \$ 150,000.00 (One Hundred Fifty Thousand dollars) ("Purchase Price") on the terms and conditions contained herein: BUYER does -OR- does not intend to occupy the Property as a residence.

Buyer's Offer

1. FINANCIAL TERMS & CONDITIONS:

\$ 2,000.00 A. EARNEST MONEY DEPOSIT ("EMD") is presented with this offer -OR- wired upon acceptance. Upon Acceptance, Earnest Money to be deposited within one (1) business day from acceptance of offer (as defined in Section 23 herein) or business days if wired to: Escrow Holder, Buyer's Broker's Trust Account, -OR- Seller's Broker's Trust Account. (NOTE: It is a felony in the State of Nevada -punishable by up to four years in prison and a \$5,000 fine- to write a check for which there are insufficient funds. NRS 193.130(2)(d).)

\$ 0.00 B. ADDITIONAL DEPOSIT to be placed in escrow on or before (date). The additional deposit will -OR- will not be considered part of the EMD. (Any conditions on the additional deposit should be set forth in Section 28 herein.)

\$ 0 C. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING FOR A NEW LOAN: Conventional, FHA, VA, Other (specify)

\$ 0.00 D. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING TO ASSUME THE FOLLOWING EXISTING LOAN(S): Conventional, FHA, VA, Other (specify). Interest: Fixed rate, years -OR- Adjustable Rate, years. Seller further agrees to provide the Promissory Note and the most recent monthly statement of all loans to be assumed by Buyer within FIVE (5) calendar days of acceptance of offer.

\$ 0 E. BUYER TO EXECUTE A PROMISSORY NOTE SECURED BY DEED OF TRUST PER TERMS IN "FINANCING ADDENDUM" which is attached hereto.

\$ 148,000.00 F. BALANCE OF PURCHASE PRICE (Balance of Down Payment) in Good Funds to be paid prior to Close of Escrow ("COE").

\$ 150,000.00 G. TOTAL PURCHASE PRICE. (This price DOES NOT include closing costs, prorations, or other fees and costs associated with the purchase of the Property as defined herein.)

2. ADDITIONAL FINANCIAL TERMS & CONTINGENCIES:

A. NEW LOAN APPLICATION: Within N/A business days of Acceptance, Buyer agrees to (1) submit a completed loan application to a lender of Buyer's choice and (2) furnish a preapproval letter to Seller based upon a standard factual credit report and review of debt to income ratios. If Buyer fails to complete any of these conditions within the

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Jeffrey Starr
Property Address: 5988 Red Raspberry

BUYER(S) INITIALS: JS
SELLER(S) INITIALS: DS STG

1 applicable time frame, Seller reserves the right to terminate this Agreement. In such event, both parties agree to cancel the
2 escrow and return EMD to Buyer. Buyer shall use Buyer's best efforts to obtain financing under the terms and conditions
3 outlined in this Agreement.
4

5 **B. APPRAISAL CONTINGENCY:** Buyer's obligation to purchase the property is contingent upon the property
6 appraising for not less than the Purchase Price. If after the completion of an appraisal by a licensed appraiser, Buyer receives written
7 notice from the lender or the appraiser that the Property has appraised for less than the purchase price (a "Notice
8 of Appraised Value") Buyer may attempt to renegotiate or cancel the RPA by providing written notice to the Seller (with a copy of
9 the Appraisal) no later than N/A calendar days after Acceptance of the RPA; whereupon the EMD shall be released to the
10 Buyer without the requirement of written authorization from Seller. **IF this Residential Purchase Agreement is not cancelled, in
11 writing on or before the Appraisal Deadline, Buyer shall be deemed to have waived the appraisal contingency.**
12

13 **C. LOAN CONTINGENCY:** Buyer's obligation to purchase the property is contingent upon Buyer obtaining the
14 loan referenced in Section I(C) or I(D) of the RPA unless otherwise agreed in writing. Buyer shall remove the loan contingency in
15 writing, attempt to renegotiate, or cancel the RPA by providing written notice to the Seller no later than N/A calendar
16 days after Acceptance of the RPA; whereupon the EMD shall be released to the Buyer without the requirement of written
17 authorization from Seller. **IF this Residential Purchase Agreement is not cancelled, in writing on or before the Loan
18 Contingency Deadline, Buyer shall be deemed to have waived the loan contingency.**
19

20 **D. CASH PURCHASE:** Within done business days of Acceptance, Buyer agrees to provide written evidence
21 from a bona fide financial institution of sufficient cash available to complete this purchase. If Buyer does not submit the
22 written evidence within the above period, Seller reserves the right to terminate this Agreement.
23

24 **3. SALE OF OTHER PROPERTY:** This Agreement is not **-OR-** is contingent upon the sale (and closing) of
25 another property which address is _____
26 Said Property is is not currently listed **-OR-** is presently in escrow with _____
27 Escrow Number: _____ Proposed Closing Date: _____
28

29 When Buyer has accepted an offer on the sale of this other property, Buyer will promptly deliver a written notice of the sale to
30 Seller. If Buyer's escrow on this other property is terminated, abandoned, or does not close on time, this Agreement will
31 terminate without further notice unless the parties agree otherwise in writing. If Seller accepts a bona fide written offer from a
32 third party prior to Buyer's delivery of notice of acceptance of an offer on the sale of Buyer's property, Seller shall give Buyer
33 written notice of that fact. Within three (3) calendar days of receipt of the notice, Buyer will waive the contingency of the sale
34 and closing of Buyer's other property, or this Agreement will terminate without further notice. In order to be effective, the
35 waiver of contingency must be accompanied by reasonable evidence that funds needed to close escrow will be available and
36 Buyer's ability to obtain financing is not contingent upon the sale and/or close of any other property.
37

38 **4. FIXTURES AND PERSONAL PROPERTY:** The following items will be transferred, free of liens, with the sale of
39 the Property with no real value unless stated otherwise herein. Unless an item is covered under Section 7(F) of this Agreement,
40 all items are transferred in an "AS IS" condition. All EXISTING fixtures and fittings including, but not limited to: electrical,
41 mechanical, lighting, plumbing and heating fixtures, ceiling fan(s), fireplace insert(s), gas logs and grates, solar power
42 system(s), built-in appliance(s) including ranges/ovens, window and door screens, awnings, shutters, window coverings,
43 attached floor covering(s), television antenna(s), satellite dish(es), private integrated telephone systems, air
44 coolers/conditioner(s), pool/spa equipment, garage door opener(s)/remote control(s), mailbox, in-ground landscaping,
45 trees/shrub(s), water softener(s), water purifiers, security systems/alarm(s);
46

47 The following additional items of personal property: N/A
48

49 **5. ESCROW:**
50

51 **A. OPENING OF ESCROW:** The purchase of the Property shall be consummated through Escrow
52 ("Escrow"). Opening of Escrow shall take place by the end of one (1) business day after Acceptance of this Agreement
53 ("Opening of Escrow"), at Chicago Title title or escrow company ("Escrow Company" or
54 "ESCROW HOLDER") with Jennifer Reinick ("Escrow Officer") (or such other escrow officer as
55 Escrow Company may assign). Opening of Escrow shall occur upon Escrow Company's receipt of this fully accepted
56 Agreement. ESCROW HOLDER is instructed to notify the Parties (through their respective Agents) of the opening date and

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Jeffrey Starr
Property Address: 5988 Red Raspberry

BUYER(S) INITIALS: JS
SELLER(S) INITIALS: DS
STG

DocuSign Envelope ID: 5E643339-2039-470F-B52E-7BE451010CF7

1 the Escrow Number.

2
3 **B. EARNEST MONEY:** Upon Acceptance, Buyer's EMD as shown in Section 1(A), and 1(B) if applicable, of
4 this Agreement, shall be deposited pursuant to the language in Section 1(A) and 1(B) if applicable.

5
6 **C. CLOSE OF ESCROW:** Close of Escrow ("COE") shall be on or before:
7 02/28/17 (date). If the designated date falls on a weekend or holiday, COE shall be the next business
8 day.

9
10 **D. IRS DISCLOSURE:** Seller is hereby made aware that there is a regulation that requires all ESCROW
11 HOLDERS to complete a modified 1099 form, based upon specific information known only between parties in this transaction
12 and the ESCROW HOLDER. Seller is also made aware that ESCROW HOLDER is required by federal law to provide this
13 information to the Internal Revenue Service after COE in the manner prescribed by federal law.

14
15 **6. TITLE INSURANCE:** This Purchase Agreement is contingent upon the Seller's ability to deliver, good and
16 marketable title as evidenced by a policy of title insurance, naming Buyer as the insured in an amount equal to the purchase
17 price, furnished by the title company identified in Section 5(A). Said policy shall be in the form necessary to effectuate
18 marketable title or its equivalent and shall be paid for as set forth in Section 8(A).

19
20 **7. BUYER'S DUE DILIGENCE:** Buyer's obligation is X is not _____ conditioned on the Buyer's Due Diligence as
21 defined in this section 7(A) below. This condition is referred to as the "Due Diligence Condition" if checked in the affirmative,
22 Sections 7 (A) through (C) shall apply; otherwise they do not. Buyer shall have 15 calendar days from Acceptance (as
23 defined in Section 23 herein) to complete Buyer's Due Diligence. Seller agrees to cooperate with Buyer's Due Diligence.
24 Seller shall ensure that all necessary utilities (gas, power and water) and all operable pilot lights are on for Buyer's
25 investigations and through the close of escrow.

26
27 **A. PROPERTY INSPECTION/CONDITION:** During the Due Diligence Period, Buyer shall take such
28 action as Buyer deems necessary to determine whether the Property is satisfactory to Buyer including, but not limited to,
29 whether the Property is insurable to Buyer's satisfaction, whether there are unsatisfactory conditions surrounding or otherwise
30 affecting the Property (such as location of flood zones, airport noise, noxious fumes or odors, environmental substances or
31 hazards, whether the Property is properly zoned, locality to freeways, railroads, places of worship, schools, etc.) or any other
32 concerns Buyer may have related to the Property. During such Period, Buyer shall have the right to conduct, non-invasive/
33 non-destructive inspections of all structural, roofing, mechanical, electrical, plumbing, heating/air conditioning,
34 water/well/septic, pool/spa, survey, square footage, and any other property or systems, through licensed and bonded contractors
35 or other qualified professionals. Seller agrees to provide reasonable access to the Property to Buyer and Buyer's inspectors.
36 Buyer agrees to indemnify and hold Seller harmless with respect to any injuries suffered by Buyer or third parties present at
37 Buyer's request while on Seller's Property conducting such inspections, tests or walk-throughs. Buyer's indemnity shall not
38 apply to any injuries suffered by Buyer or third parties present at Buyer's request that are the result of an intentional tort, gross
39 negligence or any misconduct or omission by Seller, Seller's Agent or other third parties on the Property. Buyer is advised to
40 consult with appropriate professionals regarding neighborhood or Property conditions, including but not limited to: schools;
41 proximity and adequacy of law enforcement; proximity to commercial, industrial, or agricultural activities; crime statistics; fire
42 protection; other governmental services; existing and proposed transportation; construction and development; noise or odor
43 from any source; and other nuisances, hazards or circumstances. If Buyer cancels this Agreement due to a specific inspection
44 report, Buyer shall provide Seller at the time of cancellation with a copy of the report containing the name, address, and
45 telephone number of the inspector.

46
47 **B. BUYER'S RIGHT TO CANCEL OR RESOLVE OBJECTIONS:** If Buyer determines, in Buyer's sole
48 discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence
49 Deadline referenced in Section 7, cancel the Residential Purchase Agreement by providing written notice to the Seller,
50 whereupon the Earnest Money Deposit referenced in Section 1(A) shall be released to the Buyer without the requirement of
51 further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 7, resolve in
52 writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

53
54 **C. FAILURE TO CANCEL OR RESOLVE OBJECTIONS:** If Buyer fails to cancel the Residential
55 Purchase Agreement or fails to resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence, as
56 provided in Section 7, Buyer shall be deemed to have waived the Due Diligence Condition.

57 JS Buyer's Initials JS Buyer's Initials

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Jeffrey Starr
Property Address: 5988 Red Raspberry

BUYER(S) INITIALS: JS
SELLER(S) INITIALS: DS STG

D. INSPECTIONS: Acceptance of this offer is subject to the following reserved right. Buyer may have the Property inspected and select the licensed contractors, certified building inspectors and/or other qualified professionals who will inspect the Property. Seller will ensure that necessary utilities (gas, power and water and all operable pilot lights) are turned on and supplied to the Property within two (2) business days after Acceptance of this Agreement, to remain on until COE. *It is strongly recommended that Buyer retain licensed Nevada professionals to conduct inspections.* If any inspection is not completed and requested repairs are not delivered to Seller within the Due Diligence Period, Buyer is deemed to have waived the right to that inspection and Seller's liability for the cost of all repairs that inspection would have reasonably identified had it been conducted, except as otherwise provided by law. The foregoing expenses for inspections will be paid outside of Escrow unless the Parties present instructions to the contrary prior to COE, along with the applicable invoice.

(Identify which party shall pay for the inspection noted below either: SELLER, BUYER, 50/50, WAIVED or N/A.)

Type	Paid By	Type	Paid By	Type	Paid By
Energy Audit	Waived	Fungal Contaminant Inspection	Waived	Well Inspection (Quantity)	N/A
Home Inspection	Buyer	Mechanical Inspection	Waived	Well Inspection (Quality)	N/A
Termite/Pest Inspection	Waived	Pool/Spa Inspection	N/A	Wood-Burning Device/Chimney Inspection	N/A
Roof Inspection	Waived	Soils Inspection	Waived	Septic Inspection	N/A
Septic Lid Removal	N/A	Septic Pumping	N/A	Structural Inspection	Waived
Survey (type):	Waived	Other:	Waived	Other:	Waived

E. CERTIFICATIONS: In the event an inspection reveals areas of concern with the roof, septic system, well, wood burning device/chimney or the possible presence of a fungal contaminant, Buyer reserves the right to require a certification. The expenses for certifications will be paid outside of Escrow unless the Parties present instructions to the contrary prior to COE (along with the applicable invoice). A certification is not a warranty.

F. BUYER'S REQUEST FOR REPAIRS: It is Buyer's responsibility to inspect the Property sufficiently as to satisfy Buyer's use. Buyer reserves the right to request repairs, based upon the Seller's Real Property Disclosure or items which materially affect value or use of the Property revealed by an inspection, certification or appraisal. Items of a general maintenance or cosmetic nature which do not materially affect value or use of the Property, which existed at the time of Acceptance and which are not expressly addressed in this Agreement are deemed accepted by the Buyer, except as otherwise provided in this Agreement. The Brokers herein have no responsibility to assist in the payment of any repair, correction or deferred maintenance on the Property which may have been revealed by the above inspections, agreed upon by the Buyer and Seller or requested by one party.

8. FEES, AND PRORATIONS (Identify which party shall pay the costs noted below either: SELLER, BUYER, 50/50, WAIVED or N/A.)

A. TITLE, ESCROW & APPRAISAL FEES:

Type	Paid By	Type	Paid By	Type	Paid By
Escrow Fees	50/50	Lender's Title Policy	N/A	Owner's Title Policy	Seller
Real Property Transfer Tax	Seller	Appraisal	Waived	Other:	Waived

B. PRORATIONS: Any and all rents, taxes, interest, homeowner association fees, trash service fees, payments on bonds, SIDs, LIDs, and assessments assumed by the Buyer, and other expenses of the property shall be prorated as of the date of the recordation of the deed. Security deposits, advance rentals or considerations involving future lease credits shall be credited to the Buyer. All prorations will be based on a 30-day month and will be calculated as of COE. Prorations will be based upon figures available at closing. Any supplementals or adjustments that occur after COE will be handled by the parties outside of Escrow.

C. PRELIMINARY TITLE REPORT: Within ten (10) business days of Opening of Escrow, Title Company shall provide Buyer with a Preliminary Title Report ("PTR") to review, which must be approved or rejected within five (5) business days of receipt thereof. If Buyer does not object to the PTR within the period specified above, the PTR shall be deemed accepted. If Buyer makes an objection to any item(s) contained within the PTR, Seller shall have five (5) business days after receipt of objections to correct or address the objections. If, within the time specified, Seller fails to have each such

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Jeffrey Starr
 Property Address: 5988 Red Raspberry

BUYER(S) INITIALS: JCS
 SELLER(S) INITIALS: STG

1 exception removed or to correct each such objection, Buyer shall have the option to: (a) terminate this Agreement by providing
 2 notice to Seller and Escrow Officer, entitling Buyer to a refund of the EMD or (b) elect to accept title to the Property as is. All
 3 title exceptions approved or deemed accepted are hereafter collectively referred to as the "Permitted Exceptions."
 4

5 **D. LENDER AND CLOSING FEES:** In addition to Seller's expenses identified herein, Seller will contribute
 6 \$ 0 to Buyer's Lender's Fees and/or Buyer's Title and Escrow Fees including **-OR-** excluding
 7 costs which Seller must pay pursuant to loan program requirements. Different loan types (e.g., FHA, VA, conventional) have
 8 different appraisal and financing requirements, which will affect the parties' rights and costs under this Agreement.
 9

10 **E. HOME PROTECTION PLAN:** Buyer and Seller acknowledge that they have been made aware of Home
 11 Protection Plans that provide coverage to Buyer after COE. Buyer waives **-OR-** requires a Home Protection Plan with
 12 Seller **-OR-** Buyer will pay for the Home Protection
 13 Plan at a price not to exceed \$. Buyer will order the Home Protection Plan. Neither Seller nor Brokers make
 14 any representation as to the extent of coverage or deductibles of such plans.
 15

16 **9. TRANSFER OF TITLE:** Upon COE, Buyer shall tender to Seller the agreed upon Purchase Price, and Seller shall
 17 tender to Buyer marketable title to the Property free of all encumbrances other than (1) current real property taxes,
 18 (2) covenants, conditions and restrictions (CC&R's) and related restrictions, (3) zoning or master plan restrictions and public
 19 utility easements; and (4) obligations assumed and encumbrances accepted by Buyer prior to COE. Buyer is advised the
 20 Property may be reassessed after COE which may result in a real property tax increase or decrease.
 21

22 **10. COMMON-INTEREST COMMUNITIES:** If the Property is subject to a Common Interest Community ("CIC"),
 23 Seller shall provide **AT SELLER'S EXPENSE** the CIC documents as required by NRS 116.4109 (collectively, the "resale
 24 package"). Seller shall request the resale package within two (2) business days of Acceptance and provide the same to Buyer
 25 within one (1) business day of Seller's receipt thereof.
 26

- 27 • Pursuant to NRS 116.4109, Buyer may cancel this Agreement without penalty until midnight of the fifth (5th)
 28 calendar day following the date of receipt of the resale package. If Buyer elects to cancel this Agreement pursuant
 29 to this statute, he/she must deliver, via hand delivery or prepaid U.S. mail, a written notice of cancellation to Seller or
 30 his authorized agent.
- 31 • If Buyer does not receive the resale package within fifteen (15) calendar days of Acceptance, this Agreement
 32 may be cancelled in full by Buyer without penalty. Notice of cancellation shall be delivered pursuant to Section 24
 33 of the RPA.
- 34 • Upon such written cancellation, Buyer shall promptly receive a refund of the EMD. The parties agree to execute any
 35 documents requested by ESCROW HOLDER to facilitate the refund. If written cancellation is not received within the
 36 specified time period, the resale package will be deemed approved. Seller shall pay all outstanding CIC fines or
 37 penalties at COE.
 38

39 **A. CIC RELATED EXPENSES:** (Identify which party shall pay the costs noted below either: SELLER,
 40 BUYER, 50/50, WAIVED or N/A.)
 41

Type	Paid By	Type	Paid By	Type	Paid By
CIC Demand	Seller	CIC Capital Contribution	Seller	CIC Transfer Fees	Seller
Other: _____	Waived				

42
 43 **11. DISCLOSURES:** Within five (5) calendar days of Acceptance of this Agreement, Seller will provide the
 44 following Disclosures and/or documents. Check applicable boxes.

- 45 Seller Real Property Disclosure Form: (NRS 113.130) Open Range Disclosure: (NRS 113.065)
 46 Construction Defect Claims Disclosure: If Seller has marked "Yes" to Paragraph 1(d) of the
 47 Sellers Real Property Disclosure Form (NRS 40.688)
 48 Lead-Based Paint Disclosure and Acknowledgment: required if constructed before 1978 (24 CFR 745.113)
 49 Other: (list) _____
 50

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is
 otherwise modified by addendum or counteroffer.

Buyer's Name: Jeffrey Starr
 Property Address: 5988 Red Raspberry

BUYER(S) INITIALS: JS
 SELLER(S) INITIALS: STG

DocuSign Envelope ID: 5E643339-2039-470F-B52E-7BE451010CF7

1 **12. FEDERAL FAIR HOUSING COMPLIANCE AND DISCLOSURES:** All properties are offered without regard to
2 race, color, religion, sex, national origin, age, gender identity or expression, familial status, sexual orientation, ancestry, or
3 handicap and any other current requirements of federal or state fair housing laws.

4
5 **13. WALK-THROUGH INSPECTION OF PROPERTY:** Buyer is entitled under this Agreement to a walk-through of
6 the Property within 1 calendar days prior to COE to ensure the Property and all major systems, appliances,
7 heating/cooling, plumbing and electrical systems and mechanical fixtures are as stated in Seller's Real Property Disclosure
8 Statement, and that the Property and improvements are in the same general condition as when this Agreement was Accepted by
9 Seller and Buyer. To facilitate Buyer's walk-through, Seller is responsible for keeping all necessary utilities on, including all
10 operable pilot lights. If any systems cannot be checked by Buyer on walk-through due to non-access or no power/gas/water,
11 then Buyer reserves the right to hold Seller responsible for defects which could not be detected on walk-through because of
12 lack of such access or power/gas/water. The purpose of the walk-through is to confirm (a) the Property is being maintained (b)
13 repairs, if any, have been completed as agreed, and (c) Seller has complied with Seller's other obligations. **If Buyer elects not**
14 **to conduct a walk-through inspection prior to COE, then all systems, items and aspects of the Property are deemed**
15 **satisfactory, and Buyer releases Seller's liability for costs of any repair that would have reasonably been identified by a**
16 **walk-through inspection, except as otherwise provided by law.**

17
18 **14. DELIVERY OF POSSESSION:** Seller shall deliver the Property along with any keys, alarm codes, garage door
19 opener/controls and, if freely transferable, parking permits and gate transponders outside of Escrow, upon COE. Seller agrees
20 to vacate the Property and leave the Property in a neat and orderly, broom-clean condition and tender possession no later than
21 COE . In the event Seller does not vacate the Property by this time, Seller shall be considered
22 a trespasser in addition to Buyer's other legal and equitable remedies. Any personal property left on the Property after the date
23 indicated in this section shall be considered abandoned by Seller.

24
25 **15. RISK OF LOSS:** Risk of loss shall be governed by NRS 113.040. This law provides generally that if all or any
26 material part of the Property is destroyed before transfer of legal title or possession, Seller cannot enforce the Agreement and
27 Buyer is entitled to recover any portion of the sale price paid. If legal title or possession has transferred, risk of loss shall shift
28 to Buyer.

29
30 **16. ASSIGNMENT OF THIS AGREEMENT:** Unless otherwise stated herein, this Agreement is non-assignable
31 unless agreed upon in writing by all parties.

32
33 **17. CANCELLATION OF AGREEMENT:** In the event this Agreement is properly cancelled in accordance with the
34 terms contained herein, then Buyer will be entitled to a refund of the EMD. Neither Buyer nor Seller will be reimbursed for any
35 expenses incurred in conjunction with due diligence, inspections, appraisals or any other matters pertaining to this transaction
36 (unless otherwise provided herein or except as otherwise provided by law).

37
38 **18. DEFAULT:**

39
40 **A. MEDIATION:** Before any legal action is taken to enforce any term or condition under this Agreement, the
41 parties agree to engage in mediation, a dispute resolution process, through GLVAR. Notwithstanding the foregoing, in the
42 event the Buyer finds it necessary to file a claim for specific performance, this section shall not apply. Each party is
43 encouraged to have an independent lawyer of their choice review this mediation provision before agreeing thereto. By initialing
44 below, the parties confirm that they have read and understand this section and voluntarily agree to the provisions thereof.

45 **BUYER(S) INITIALS:** JCS **SELLER(S) INITIALS:** STG

46
47 **B. IF SELLER DEFAULTS:** If Seller defaults in performance under this Agreement, Buyer reserves all legal
48 and/or equitable rights (such as specific performance) against Seller, and Buyer may seek to recover Buyer's actual damages
49 incurred by Buyer due to Seller's default.

50
51 **C. IF BUYER DEFAULTS:** If Buyer defaults in performance under this Agreement, as Seller's sole legal
52 recourse, Seller may retain, as liquidated damages, the EMD. In this respect, the Parties agree that Seller's actual damages
53 would be difficult to measure and that the EMD is in fact a reasonable estimate of the damages that Seller would suffer as a
54 result of Buyer's default. Seller understands that any additional deposit not considered part of the EMD in Section 1(B) herein
55 will be immediately released by ESCROW HOLDER to Buyer.

56

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Jeffrey Starr
Property Address: 5988 Red Raspberry

JCS
BUYER(S) INITIALS: JCS
STG
SELLER(S) INITIALS: STG

Instructions to Escrow

19. **ESCROW:** If this Agreement or any matter relating hereto shall become the subject of any litigation or controversy, Buyer and Seller agree, jointly and severally, to hold ESCROW HOLDER free and harmless from any loss or expense, except losses or expenses as may arise from ESCROW HOLDER'S negligence or willful misconduct. If conflicting demands are made or notices served upon ESCROW HOLDER with respect to this Agreement, the parties expressly agree that Escrow is entitled to file a suit in interpleader and obtain an order from the Court authorizing ESCROW HOLDER to deposit all such documents and monies with the Court, and obtain an order from the Court requiring the parties to interplead and litigate their several claims and rights among themselves. Upon the entry of an order authorizing such Interpleader, ESCROW HOLDER shall be fully released and discharged from any obligations imposed upon it by this Agreement; and ESCROW HOLDER shall not be liable for the sufficiency or correctness as to form, manner, execution or validity of any instrument deposited with it, nor as to the identity, authority or rights of any person executing such instrument, nor for failure of Buyer or Seller to comply with any of the provisions of any agreement, contract or other instrument filed with ESCROW HOLDER or referred to herein. ESCROW HOLDER'S duties hereunder shall be limited to the safekeeping of all monies, instruments or other documents received by it as ESCROW HOLDER, and for their disposition in accordance with the terms of this Agreement. In the event an action is instituted in connection with this escrow, in which ESCROW HOLDER is named as a party or is otherwise compelled to make an appearance, all costs, expenses, attorney fees, and judgments ESCROW HOLDER may expend or incur in said action, shall be the responsibility of the parties hereto.

20. **UNCLAIMED FUNDS:** In the event that funds from this transaction remain in an account, held by ESCROW HOLDER, for such a period of time that they are deemed "abandoned" under the provisions of Chapter 120A of the Nevada Revised Statutes, ESCROW HOLDER is hereby authorized to impose a charge upon the dormant escrow account. Said charge shall be no less than \$5.00 per month and may not exceed the highest rate of charge permitted by statute or regulation. ESCROW HOLDER is further authorized and directed to deduct the charge from the dormant escrow account for as long as the funds are held by ESCROW HOLDER.

Brokers

21. **BROKER'S COMPENSATION/FEE:** Buyer herein requires, and Seller agrees, as a condition of this Agreement, that Seller will pay Listing Broker and Buyer's Broker, who becomes by this clause a third party beneficiary to this Agreement, that certain sum and/or percentage of the Purchase Price (commission), that Seller, or Seller's Broker, offered for the procurement of ready, willing and able Buyer via the Multiple Listing Service, any other advertisement or written offer. Seller understands and agrees that if Seller defaults hereunder, Buyer's Broker, as a third-party beneficiary of this Agreement, has the right to pursue all legal recourse against Seller for any commission due. In addition to any amount due to Buyer's Broker from Seller or Seller's Broker, Buyer ~~will~~ will not pay Buyer's Broker additional compensation in an amount determined between the Buyer and Buyer's Broker.

22. **WAIVER OF CLAIMS:** Buyer and Seller agree that they are not relying upon any representations made by Brokers or Broker's agent. Buyer acknowledges that at COE, the Property will be sold AS-IS, WHERE-IS without any representations or warranties, unless expressly stated herein. Buyer agrees to satisfy himself/herself, as to the condition of the Property, prior to COE. Buyer acknowledges that any statements of acreage or square footage by Brokers are simply estimates, and Buyer agrees to make such measurements, as Buyer deems necessary, to ascertain actual acreage or square footage. Buyer waives all claims against Brokers or their agents for (a) defects in the Property; (b) inaccurate estimates of acreage or square footage; (c) environmental waste or hazards on the Property; (d) the fact that the Property may be in a flood zone; (e) the Property's proximity to freeways, airports or other nuisances; (f) the zoning of the Property; (g) tax consequences; or (h) factors related to Buyer's failure to conduct walk-throughs or inspections. Buyer assumes full responsibility for the foregoing and agrees to conduct such tests, walk-throughs, inspections and research, as Buyer deems necessary. In any event, Broker's liability is limited, under any and all circumstances, to the amount of that Broker's commission/fee received in this transaction.

Other Matters

23. **DEFINITIONS:** "Acceptance" means the date that both parties have consented to a final, binding contract by affixing their signatures to this Agreement and all counteroffers and said Agreement and all counteroffers have been delivered to both parties pursuant to Section 24 herein. "Agent" means a licensee working under a Broker or licensees working under a

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Jeffrey Starr
Property Address: 5988 Red Raspberry

BUYER(S) INITIALS: JS
SELLER(S) INITIALS: STG

1 developer. "Agreement" includes this document as well as all accepted counteroffers and addenda. "Appraisal" means a
2 written appraisal or Notice of Value as required by any lending institution prepared by a licensed or certified professional.
3 "Bona Fide" means genuine. "Buyer" means one or more individuals or the entity that intends to purchase the Property.
4 "Broker" means the Nevada licensed real estate broker listed herein representing Seller and/or Buyer (and all real estate agents
5 associated therewith). "Business Day" excludes Saturdays, Sundays, and legal holidays. "Calendar Day" means a calendar
6 day from/to midnight unless otherwise specified. "CFR" means the Code of Federal Regulations. "CIC" means Common
7 Interest Community (formerly known as "HOA" or homeowners associations). "CIC Capital Contribution" means a one-
8 time non-administrative fee, cost or assessment charged by the CIC upon change of ownership. "CIC Transfer Fees" means
9 the administrative service fee charged by a CIC to transfer ownership records. "Close of Escrow (COE)" means the time of
10 recordation of the deed in Buyer's name. "Default" means the failure of a Party to observe or perform any of its material
11 obligations under this Agreement. "Delivered" means personally delivered to Parties or respective Agents, transmitted by
12 facsimile machine, electronic means, overnight delivery, or mailed by regular mail. "Down Payment" is the Purchase Price
13 less loan amount(s). "EMD" means Buyer's earnest money deposit. "Escrow Holder" means the neutral party that will
14 handle the closing. "FHA" is the U.S. Federal Housing Administration. "GLVAR" means the Greater Las Vegas Association
15 of REALTORS®. "Good Funds" means an acceptable form of payment determined by ESCROW HOLDER in accordance
16 with NRS 645A.171. "IRC" means the Internal Revenue Code (tax code). "LID" means Limited Improvement District.
17 "N/A" means not applicable. "NAC" means Nevada Administrative Code. "NRS" means Nevada Revised Statutes as
18 Amended. "Party" or "Parties" means Buyer and Seller. "PITI" means principal, interest, taxes, and hazard insurance.
19 "PMI" means private mortgage insurance. "PST" means Pacific Standard Time, and includes daylight savings time if in
20 effect on the date specified. "PTR" means Preliminary Title Report. "Property" means the real property and any personal
21 property included in the sale as provided herein. "Receipt" means delivery to the party or the party's agent. "RPA" means
22 Residential Purchase Agreement. "Seller" means one or more individuals or the entity that is the owner of the Property.
23 "SID" means Special Improvement District. "Title Company" means the company that will provide title insurance. "USC" is
24 the United States Code. "VA" is the Veterans Administration.

25
26 **24. SIGNATURES, DELIVERY, AND NOTICES:**

27
28 A. This Agreement may be signed by the parties on more than one copy, which, when taken together, each
29 signed copy shall be read as one complete form. This Agreement (and documents related to any resulting transaction) may be
30 signed by the parties manually or digitally. Facsimile signatures may be accepted as original.

31
32 B. Except as otherwise provided in Section 10, when a Party wishes to provide notice as required in this
33 Agreement, such notice shall be sent regular mail, personal delivery, by facsimile, overnight delivery and/or by email to the
34 Agent for that Party. The notification shall be effective when postmarked, received, faxed, delivery confirmed, and/or read
35 receipt confirmed in the case of email. Delivery of all instruments or documents associated with this Agreement shall be
36 delivered to the Agent for Seller or Buyer if represented. Any cancellation notice shall be contemporaneously delivered to
37 Escrow in the same manner.

38
39 **25. IRC 1031 EXCHANGE:** Seller and/or Buyer may make this transaction part of an IRC 1031 exchange. The party
40 electing to make this transaction part of an IRC 1031 exchange will pay all additional expenses associated therewith, at no cost
41 to the other party. The other party agrees to execute any and all documents necessary to effectuate such an exchange.

42
43 **26. OTHER ESSENTIAL TERMS:** Time is of the essence. No change, modification or amendment of this Agreement
44 shall be valid or binding unless such change, modification or amendment shall be in writing and signed by each party. This
45 Agreement will be binding upon the heirs, beneficiaries and devisees of the parties hereto. This Agreement is executed and
46 intended to be performed in the State of Nevada, and the laws of that state shall govern its interpretation and effect. The parties
47 agree that the county and state in which the Property is located is the appropriate forum for any action relating to this
48 Agreement. Should any party hereto retain counsel for the purpose of initiating litigation to enforce or prevent the breach of
49 any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing
50 party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and costs incurred by
51 such prevailing party.

52
53
54 **THIS IS A LEGALLY BINDING CONTRACT.** All parties are advised to seek independent legal and tax advice to review
55 the terms of this Agreement.

56
57 Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is
otherwise modified by addendum or counteroffer.

Buyer's Name: Jeffrey Starr
Property Address: 5988 Red Raspberry

BUYER(S) INITIALS: JS
SELLER(S) INITIALS: [Signature]

DocuSign Envelope ID: 5E643339-2039-470F-B52E-7BE451010CF7

1 THIS FORM HAS BEEN APPROVED BY THE GREATER LAS VEGAS ASSOCIATION OF REALTORS®
2 (GLVAR). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY
3 PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO
4 ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN
5 APPROPRIATE PROFESSIONAL.

6
7 This form is available for use by the real estate industry. It is not intended to identify the user as a REALTOR®.
8 REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL
9 ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

10
11 27. ADDENDUM(S) ATTACHED:
N/A

12
13 28. ADDITIONAL TERMS:
N/A

21
22 **Buyer's Acknowledgement of Offer**

23 Confirmation of Representation: The Buyer is represented in this transaction by:

24 Buyer's Broker: Scott Beaudry Agent's Name: Lisa Lundt
25 Company Name: BHGRE Universal Agent's License Number: 59768
26 Broker's License Number: _____ Office Address: 2370 Corporate Circle Ste 250
27 Phone: 702-938-7700 City, State, Zip: Henderson NV 89074
28 Fax: _____ Email: Lisa@LasVegasHomeSpecialist.com

29
30 BUYER LICENSEE DISCLOSURE OF INTEREST: Pursuant to NRS 645.252(1)(c), a real estate licensee must disclose if
31 he/she is a principal in a transaction or has an interest in a principal to the transaction. Licensee declares that he/she:

32 DOES NOT have an interest in a principal to the transaction. -OR-
33 DOES have the following interest, direct or indirect, in this transaction: Principal (Buyer) -OR- family or firm
34 relationship with Buyer or ownership interest in Buyer (if Buyer is an entity): (specify relationship)
35 _____

36
37 Seller must respond by: 5:00 AM PM on (month) January, (day) 26, (year) 2017. Unless
38 this Agreement is accepted, rejected or countered below and delivered to the Buyer's Broker before the above date
39 and time, this offer shall lapse and be of no further force and effect. Upon Acceptance, Buyer agrees to be bound by
40 each provision of this Agreement, and all signed addenda, disclosures, and attachments.

41 Jeffrey C. Starr 1/26/2017 | 10:12 AM PST
42 _____ Jeffrey Starr _____ AM PM
43 Buyer's Signature Buyer's Printed Name Date Time

44
45 _____ AM PM
46 Buyer's Signature Buyer's Printed Name Date Time

47
48 Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is
49 otherwise modified by addendum or counteroffer.

Buyer's Name: Jeffrey Starr
Property Address: 5988 Red Raspberry

BUYER(S) INITIALS: JCS
SELLER(S) INITIALS: DS
STE

Seller's Response

Confirmation of Representation: The Seller is represented in this transaction by:

Seller's Broker: <u>Scott Beaudry</u>	Agent's Name: <u>Lisa Lundt</u>
Company Name: <u>BHGRE Universal</u>	Agent's License Number: <u>59768</u>
Broker's License Number: _____	Office Address: <u>2370 Corporate Circle Ste 250</u>
Phone: <u>702-938-7700</u>	City, State, Zip: <u>Henderson NV 89074</u>
Fax: _____	Email: <u>Lisa@LasVegasHomeSpecialist.com</u>

SELLER LICENSEE DISCLOSURE OF INTEREST: Pursuant to NRS 645.252(1)(c), a real estate licensee must disclose if he/she is a principal in a transaction or has an interest in a principal to the transaction. Licensee declares that he/she:

DOES NOT have an interest in a principal to the transaction. **-OR-**

DOES have the following interest, direct or indirect, in this transaction: Principal (Seller) **-OR-** family or firm relationship with Seller or ownership interest in Seller (if Seller is an entity); (specify relationship)

FIRPTA: If applicable (as designated in the Seller's Response herein), Seller agrees to complete, sign, and deliver to Buyer's FIRPTA Designee a certificate indicating whether Seller is a foreign person or a nonresident alien pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA). A foreign person is a nonresident alien individual; a foreign corporation not treated as a domestic corporation; or a foreign partnership, trust or estate. A resident alien is not considered a foreign person under FIRPTA. Additional information for determining status may be found at www.irs.gov. Buyer and Seller understand that if Seller is a foreign person then the Buyer must withhold a tax in an amount to be determined by Buyer's FIRPTA Designee in accordance with FIRPTA, unless an exemption applies. Seller agrees to sign and deliver to the Buyer's FIRPTA Designee the necessary documents, to be provided by the Buyer's FIRPTA Designee, to determine if withholding is required. (See 26 USC Section 1445).

SELLER DECLARES that he/she is ^{DS}not ~~OR~~ is a foreign person therefore subjecting this transaction to FIRPTA withholding. SELLER(S) INITIALS: STG

ACCEPTANCE: Seller(s) acknowledges that he/she accepts and agrees to be bound by each provision of this Agreement, and all signed addenda, disclosures, and attachments.

COUNTER OFFER: Seller accepts the terms of this Agreement subject to the attached Counter Offer #1.

REJECTION: In accordance with NAC 645.632, Seller hereby informs Buyer the offer presented herein is not accepted.

DocuSigned by: <u>Steven T. Gregory</u>	<u>LVBK LLC</u>	1/26/2017 10:15 AM PST
Seller's Signature	Seller's Printed Name	Date Time <input type="checkbox"/> AM/ <input type="checkbox"/> PM
_____	_____	_____ <input type="checkbox"/> AM/ <input type="checkbox"/> PM
Seller's Signature	Seller's Printed Name	Date Time

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Jeffrey Starr BUYER(S) INITIALS: JCS

Property Address: 5988 Red Raspberry SELLER(S) INITIALS: STG

EXHIBIT 2



Chicago Title of Nevada, Inc.

Chicago Title of Nevada, Inc.
500 N. Rainbow Blvd, Suite 105
Las Vegas, NV 89107
Phone: (702) 836-8000

Order #: 17017078

Your Reference #:

Escrow Officer: **Jennifer Reinink**
9075 W. Diablo Drive, #100
Las Vegas, NV 89148
Phone: (702) 836-8000
Fax: (702) 836-8160
Email: Jennifer.Reinink@ctt.com

Title Officer: **John A. Alvarez**
Proposed Buyer(s): **TBD**
Sales Price: \$
Proposed Lender:
Loan Amount: **\$0.00**
Short Term Rate: **No**

Property Address: 5988 Red Raspberry Las Vegas, NEVADA

PRELIMINARY REPORT

Effective Date: January 19, 2017 at 7:30 a.m.

In response to the application for a policy of title insurance referenced herein, **Chicago Title of Nevada, Inc.** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitation on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.



The policy(s) of title insurance to be issued hereunder will be policy(s) of **Chicago Title Insurance Company**.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered. It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

Countersigned:

By: 
Authorized Signature



By: 
Randy Clark, President
Attest: 
Michael Cavalle, Secretary

Order No.: 17017078-086-JR

SCHEDULE A

The form of policy of title insurance contemplated by this report is:

ALTA Standard Owners Policy (6-17-06) w/ NV Mods
ALTA Extended Loan Policy (6-17-06) w/ NV Mods

The estate or interest in the land hereinafter described or referred to covered by this report is:

A FEE

Title to said estate or interest at the date hereof is vested in:

**Alejandro Uribe and Margarita Uribe, husband and wife as community property with right of survivorship,
subject to Item No. 16**

The land referred to herein is situated in the County of Clark, State of Nevada, and is described as follows:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

Order No.: 17017078-086-JR

EXHIBIT A

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LAS VEGAS, IN THE COUNTY OF CLARK, STATE OF NEVADA, AND IS DESCRIBED AS FOLLOWS:

LOT ONE HUNDRED SEVENTY-TWO (172) OF LIBERTY AT THE ORCHARDS UNIT 3 AS SHOWN BY MAP THEREOF ON FILE IN BOOK 106 OF PLATS, PAGE 77, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

Assessor's Parcel Number:

Order No.: 17017078-086-JR

SCHEDULE B – Section A

The following exceptions will appear in policies when providing standard coverage as outlined below:

1. (a) Taxes or assessments are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or which may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

SCHEDULE B – Section B

At the date hereof Exceptions to coverage in addition to the printed exceptions to said policy form would be as follows:

1. General and special State, County and/or City property taxes, including any personal property taxes and any assessments collected with taxes, payable in four (4) quarterly installments (due on or before 3rd Monday in August and 1st Monday in October, January and March, respectively) are as follows:

Assessor's Parcel No.: 161-03-117-045
 District Number: 340
 Fiscal Year: 2017-218
 Total Taxes: \$626.64
 1st Installment: \$158.01, paid
 2nd Installment: \$156.21, paid
 3rd Installment: \$156.21, partially paid - \$156.21 still due, now delinquent.
 4th Installment: \$156.21, not paid
 Penalties in the amount of \$6.25 are now due.

2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 361.260 of the Nevada Revised Statutes.
3. The Land lies within the boundaries of the Clark County Water Reclamation District and is subject to any and all fees that may be due said District.
4. Water rights, claims or title to water, whether or not disclosed by the Public Records.
5. Mineral rights, reservations, easements and exclusions as contained in the Patent from the United States of America recorded March 31, 1919, Instrument No. 12624, Book 6 of Deeds

6. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document:

Granted to: The County of Clark
 Purpose: Perpetual Avigation
 Recorded: May 6, 1980 Instrument No. 1182993, Book 1223, of Official Records

7. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document:

Granted to: The County of Clark
 Purpose: Perpetual Avigation
 Recorded: February 6, 1987 Instrument No. 00976, Book 870206, of Official Records

8. Covenants, conditions and restrictions (deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as set forth in the document

Recorded: October 13, 1999 Instrument No. 01133, Book 991013, of Official Records

9. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication on the map of said subdivision,

Recorded: Book 106 of Plats, Page 77, of Official Records
 Purpose: Public Utilities
 Affects: Reference is hereby made to said document for full particulars.

Order No.: 17017078-086-JR

- 10. Covenants, conditions and restrictions (deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as set forth in the document

Recorded: June 4, 2002 Instrument No. 01316, Book 20020604, of Official Records

Liens and charges for upkeep and maintenance as set forth in the above mentioned declaration, payable to **Liberty at the Orchards Community Association.**

The provisions of said covenants, conditions and restrictions were extended to include the herein described land by an instrument

Recorded: August 12, 2004 Instrument No. 00691, Book 20040812, of Official Records

- 11. Matters contained in that certain document entitled "Grant, Bargain, Sale Deed " dated , executed by and between KB HOME Nevada Inc, et al,

Recorded: Instrument No.0002024 , Book ,20040816 of Official Records

Reference is hereby made to said document for full particulars.

- 12. A deed of trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby

Amount: \$167,222.00
 Dated: July 9, 2008
 Trustor/Grantor: Alejandro Uribe and Margarita Uribe, husband and wife as community property with right of survivorship
 Trustee: Equity Title of Nevada
 Beneficiary: Universal Mortgage Corporation
 Loan No.: Not Shown
 Recording Date: July 17, 2008
 Recording No.: Book 20080717, Instrument No. 0003385, of Official Records.

Assignment of the beneficial interest under said deed of trust which names:

Assignee: Bac Home Loans Servicing, LP Fka Countrywide Home Loans Servicing LP
 Loan No.: Not Shown
 Recording Date: August 23, 2010
 Recording No.: Book 20100823, Instrument No. 001120, of Official Records.

Matters contained in that certain document entitled State of Nevada Foreclosure Mediation Program

Recorded: November 24, 2010
 Recording No.: Book 20101124, Instrument No. 0003600, of Official Records.

Reference is hereby made to said document for full particulars.

A substitution of trustee under said deed of trust which names, as the substituted trustee, the following

Trustee: Quality Loan Service Corporation
 Recording Date: January 13, 2016
 Recording No: Book 20160113, Instrument No. 0002087, of Official Records

Order No.: 17017078-086-JR

13. Notice of delinquent assessments and lien payable to the Owners' Association pursuant to the declaration herein.

Name of Declaration: Lien For Delinquent Assessment
Amount: \$517.35
Owners Association: Amekka Holloway, Red Rock Financial Services, on behalf of Liberty at the Orchards Community Association
Recording Date: April 6, 2011
Recording No.: Book 20110406, Instrument No. 0002831, of Official Records.

A Notice of Default under said Assessment Lien

Executed by: Joshua Wood, Red Rock Financial Services, on behalf of Liberty at the Orchards Community Association
Recording Date: June 2, 2011
Recording No.: Book 20110602, Instrument No. 0001484, of Official Records.

14. A claim of lien for the amount stated therein and any additional amounts payable:

Claimant: Republic Silver State Disposal, Inc., DBA Republic Services
Amount: \$110.38
Account Number: 620-97760
Recording Date: February 24, 2012
Recording No.: Book 20120224, Instrument No. 0000923, of Official Records.

15. A claim of lien for the amount stated therein and any additional amounts payable:

Claimant: Clark County on behalf of or in the name of lien claimant Republic Silver State Disposal, Inc., DBA Republic Services
Amount: \$236.60
Account Number: 620-97760
Recording Date: October 24, 2012
Recording No.: Book 20121024, Instrument No. 0000495, of Official Records.

16. The vesting set forth in this Preliminary Title Report is subject to verification, to the satisfaction of this company, of the validity and enforceability of the following uninsured deed:

Grantor: Alejandro Uribe and Margarita Uribe
Grantee: Lv Bk, LLC
Recording Date: March 27, 2014
Recording No.: Book 20140327, Instrument No. 0002521, of Official Records.

17. Matters contained in that certain document

Entitled: Subordination Agreement to Existing Deed of Trust and Acknowledgment of Payment of Super Priority Lien Amount Under NRS 116-3116(2)
Recording Date: July 8, 2016
Recording No.: Book 20160708, Instrument No. 00003308, of Official Records

Reference is hereby made to said document for full particulars.

Order No.: 17017078-086-JR

18. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company: Lv Bk LLC

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member
 - b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps
 - c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member
 - d) If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin
 - e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.
- The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

As of the date of this report, the Company has communicated with the Secretary of State of Nevada. The entity known as Lv Bk LLC is currently in good standing.

19. An inspection is required and must be ordered 72 hours prior to close.

Upon its completion, the company reserves the right to except additional items and/or make additional requirements.

END OF SCHEDULE B EXCEPTIONS

**PLEASE REFER TO THE "NOTES" WHICH FOLLOWS FOR
INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION**

Order No.: 17017078-086-JR

NOTES

1. EFFECTIVE JULY 1, 2003, ALL DOCUMENTS, EXCEPT MAPS, SUBMITTED FOR RECORDING WITH THE OFFICE OF THE CLARK/NYE COUNTY RECORDER, MUST COMPLY WITH NRS 247.110, AS FOLLOWS:

- (a) Be on 20# paper that is 8 ½ inches by 11 inches in size;
- (b) Have a margin of 1 inch on the left and right sides and at the top and bottom of each page;
- (c) Have a space of 3 inches by 3 inches at the upper right corner of the first page and have a margin of 1 inch at the top of each succeeding page;
- (d) Not contain printed material on more than one side of each page;
- (e) Print that is NO smaller than 10 point Times New Roman font and contains no more than 9 lines of text per vertical inch; and
- (f) MUST NOT be printed in any ink other than black.

ANY DOCUMENT NOT COMPLYING WITH THESE GUIDELINES WILL BE SUBJECT TO AN ADDITIONAL, MINIMUM COUNTY NON-CONFORMING RECORDING CHARGE OF \$25.00 PER DOCUMENT.

2. The information on the attached plat is provided for your convenience as a guide to the general location of the subject property. The accuracy of this plat is not guaranteed, nor is it a part of any policy, report or guarantee to which it may be attached.
3. PLEASE CONTACT THE ESCROW OFFICE FOR WIRING INSTRUCTIONS.

Escrow No.: 17017078-086-JR
Escrow Branch Address: 9075 W. Diablo Drive, #100, Las Vegas, NV 89148
Escrow Branch Phone: (702) 836-8000

4. Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.
5. Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the seller/borrower must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.
6. Due to the Nevada Supreme Court's interpretation of N.R.S. §116.3116 (2)(c) in SFR Investments Pool 1, LLC v. U.S. Bank, N.A. 334 P. 3d 408 (2014), the Company is unwilling to issue the ALTA 9-06 Endorsement, but instead will issue the ALTA 9.10-06 Endorsement. This does not apply to common interest communities that are not subject to N.R.S. §116.3116 (i.e. apartment complexes, commercial condominiums that are exempt or other commercial properties).
7. Note: Based on the information provided, the transaction will culminate in the transfer of real estate by documents recorded in the Office of the County Recorder and will require the payment of Documentary Transfer Tax. All transfer taxpayers are entitled to the rights afforded them by State Senate Bill 238, the "Taxpayer's Bill of Rights for Taxes on the Transfer of Real Property." A copy of the pamphlet explaining these rights may be acquired by contacting the office of your county recorder.
8. Note: The Land may be eligible for an ALTA Homeowners (1-4 Single Family) Policy of Title Insurance upon receipt, review and approval of a physical inspection report of the proposed insured property AND a properly executed Property Owner's Affidavit signed by the seller of the Land.

Order No.: 17017078-086-JR

9. Note: The following information is provided strictly as an accommodation. According to the Assessor, the address of the Land is as follows:

Type of Dwelling: single Family Residence
Address: 5988 Red Raspberry, Las Vegas, Nevada

10. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

END OF NOTES

Order No.: 17017078-086-JR

Note: Notice of Available Title Insurance and Escrow Discounts

Your transaction may qualify for one of the discounts shown below. In order to receive these discounts, you will need to contact your escrow officer or a company representative to determine if you qualify and to request the discount. Your escrow officer or company representative will provide a full description of the terms, conditions and requirements associated with each discount.

Available Title Insurance Discounts (These discounts will apply to all transactions where the company is issuing a policy of title insurance, including such transactions where the company is not providing escrow closing services.)

CREDIT FOR PRELIMINARY TITLE REPORTS AND/OR COMMITMENT CANCELLATION CHARGES ON SUBSEQUENT POLICIES

Where an order was cancelled and no major change in the title has occurred since the issuance of the original report or commitment, and the order is reopened within 24 - 36 months, all or a portion of the charge previously paid upon the cancellation of the report or commitment may be credited on a subsequent policy charge.

SHORT TERM RATE

The Short Term Rate is a reduction of the applicable insurance rate which is allowable only when the current order is placed within 60 months from the date of issuance of a prior policy of title insurance to the vested owner or an assignee of the interest insured. The short term rate is 80% of the Basic Rate. Unless otherwise stated, the reduction only applies to policies priced at 80% or greater of the basic rate. This reduction does not apply to Short Sale transactions or to any surcharge calculated on the basic rate.

PRIOR POLICY DISCOUNT (APPLICABLE TO ZONE 2, DIRECT OPERATIONS ONLY)

The Prior Policy Discount will apply when a seller or borrower provides a copy of their owner's policy upon opening escrow. The prior policy rate is 70% of the applicable owner's title premium. This discount may not be used in combination with any other discount and can only be used in transactions involving property located in Zone 2 (Zone 2 includes all Nevada counties except Clark, Lincoln and Nye) that are handled by a direct operation of the FNF Family of Companies.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities the charge for a policy shall be 50% to 70% of the appropriate title insurance rate, depending on the type of coverage selected. This discount shall not apply to charges for loan policies issued concurrently with an owner's policy.

EMPLOYEE RATE

No charge shall be made to employees of the Company, its subsidiary or affiliated companies (including employees on approved retirement) for policies issued in connection with financing, refinancing, sale or purchase of the employee's bonafide home property. Waiver of such charges is authorized only in connection with those costs which the employee would be obligated to pay, by established custom, as a party to the transaction.

INVESTOR RATE

This rate is available for individuals, groups of individuals or entities customarily engaged in real estate investments. The parties must provide reasonable proof that they currently hold title to or have transferred title to three (3) or more investment properties in the State of Nevada within the past twelve (12) months to qualify for this rate. On a sale transaction, the investor rate is 70% of the basic rate. This reduction does not apply to any surcharge calculated on the basic rate. On a refinance transaction or where the investor is obtaining a loan subsequent to a purchase, the rate shall be 85% of the applicable rate with a minimum charge of \$385.00. The loan discount shall only apply to transactions priced under Section 5.1 B (1b) of the title insurance rate manual. This rate is available upon request only.

Available Escrow Discounts These discounts will apply only to the escrow fee portion of your settlement charges, and the discounts will apply only if the company is issuing a policy of title insurance in conjunction with providing escrow services.

SENIOR CITIZEN RATE

If a valid identification is provided, principals to a given transaction who qualify as Senior Citizens (55 year of age and over) shall be charged 70% of their portion of the escrow fee wherein a valid identification is provided. This discount shall only apply on residential resale transactions wherein the principal resides in the subject property. This discount may not be used in combination with any other escrow rate discount. This rate is available upon request only.

MILITARY DISCOUNT

Any person on active military duty or a Veteran of the U.S. Armed Forces shall be charged 80% of their portion of the escrow fee. A copy of a current military identification card or a copy of the DD-214 (Certificate of Release or Discharge

Order No.: 17017078-086-JR

from Active Duty) must be provided. This discount may not be used in combination with any other discount. This rate is for sale transaction and it is available upon request only.

FIRST TIME HOMEBUYER RATE (APPLICABLE TO ZONE 2 ONLY)

A first time homebuyer of an owner-occupied residential property shall be charged 75% of their portion of the escrow fee, provided reasonable evidence is presented that this is their first home. Applies to all counties except Clark, Lincoln and Nye. This discount may not be used in combination with any other discount. This rate is for sale transactions and it is available upon request only.

EMPLOYEE RATES

An employee will not be charged an escrow fee for the purchase, sale or refinance of the employee's primary residence. The employee must be a principal to the transaction and the request for waiver of fees must be submitted to Management prior to approval.

INVESTOR RATE

This rate is available for individuals, groups of individuals or entities customarily engaged in real estate transactions. The parties must provide reasonable proof that they currently hold title to or have transferred title to three (3) or more investment properties within the State of Nevada within the past twelve (12) months to qualify for this rate. The charge is 70% of their portion of the escrow fee. This discount may not be used in combination with any other discount. This rate is for sale transactions and it is available upon request, only.

**FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE**

At Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF", "our" or "we"), we value the privacy of our customers. This Privacy Notice explains how we collect, use, and protect your information and explains the choices you have regarding that information. A summary of our privacy practices is below. We also encourage you to read the complete Privacy Notice following the summary.

<p>Types of Information Collected. You may provide us with certain personal information, like your contact information, social security number (SSN), driver's license, other government ID numbers, and/or financial information. We may also receive information from your Internet browser, computer and/or mobile device.</p>	<p>How Information is Collected. We may collect personal information directly from you from applications, forms, or communications we receive from you, or from other sources on your behalf, in connection with our provision of products or services to you. We may also collect browsing information from your Internet browser, computer, mobile device or similar equipment. This browsing information is generic and reveals nothing personal about the user.</p>
<p>Use of Your Information. We may use your information to provide products and services to you (or someone on your behalf), to improve our products and services, and to communicate with you about our products and services. We do not give or sell your personal information to parties outside of FNF for their use to market their products or services to you.</p>	<p>Security Of Your Information. We utilize a combination of security technologies, procedures and safeguards to help protect your information from unauthorized access, use and/or disclosure. We communicate to our employees about the need to protect personal information.</p>
<p>Choices With Your Information. Your decision to submit personal information is entirely up to you. You can opt-out of certain disclosures or use of your information or choose to not provide any personal information to us.</p>	<p>When We Share Information. We may disclose your information to third parties providing you products and services on our behalf, law enforcement agencies or governmental authorities, as required by law, and to parties with whom you authorize us to share your information.</p>
<p>Information From Children. We do not knowingly collect information from children under the age of 13, and our websites are not intended to attract children.</p>	<p>Privacy Outside the Website. We are not responsible for the privacy practices of third parties, even if our website links to those parties' websites.</p>
<p>Access and Correction. If you desire to see the information collected about you and/or correct any inaccuracies, please contact us in the manner specified in this Privacy Notice.</p>	<p>Do Not Track Disclosures. We do not recognize "do not track" requests from Internet browsers and similar devices.</p>
<p>The California Online Privacy Protection Act. Certain FNF websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.</p>	<p>International Use. By providing us with your information, you consent to the transfer, processing and storage of such information outside your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.</p>
<p>Your Consent To This Privacy Notice. By submitting information to us and using our websites, you are accepting and agreeing to the terms of this Privacy Notice.</p>	<p>Contact FNF. If you have questions or wish to contact us regarding this Privacy Notice, please use the contact information provided at the end of this Privacy Notice.</p>

FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

FNF respects and is committed to protecting your privacy. We pledge to take reasonable steps to protect your Personal Information (as defined herein) and to ensure your information is used in compliance with this Privacy Notice.

This Privacy Notice is only in effect for information collected and/or owned by or on behalf of FNF, including collection through any FNF website or online services offered by FNF (collectively, the "Website"), as well as any information collected offline (e.g., paper documents). The provision of this Privacy Notice to you does not create any express or implied relationship, nor create any express or implied duty or other obligation, between FNF and you.

Types of Information Collected

We may collect two types of information: Personal Information and Browsing Information.

Personal Information. The types of personal information FNF collects may include, but are not limited to:

- contact information (e.g., name, address, phone number, email address);
- social security number (SSN), driver's license, and other government ID numbers; and
- financial account or loan information.

Browsing Information. The types of browsing information FNF collects may include, but are not limited to:

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language;
- browser type;
- domain name system requests;
- browsing history;
- number of clicks;
- hypertext transfer protocol headers; and
- application client and server banners.

How Information is Collected

In the course of our business, we may collect *Personal Information* about you from the following sources:

- applications or other forms we receive from you or your authorized representative, whether electronic or paper;
- communications to us from you or others;
- information about your transactions with, or services performed by, us, our affiliates or others; and
- information from consumer or other reporting agencies and public records that we either obtain directly from those entities, or from our affiliates or others.

We may collect *Browsing Information* from you as follows:

- Browser Log Files. Our servers automatically log, collect and record certain Browsing Information about each visitor to the Website. The Browsing Information includes only generic information and reveals nothing personal about the user.
- Cookies. From time to time, FNF may send a "cookie" to your computer when you visit the Website. A cookie is a

small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. When you visit the Website again, the cookie allows the Website to recognize your computer, with the goal of providing an optimized user experience. Cookies may store user preferences and other information. You can choose not to accept cookies by changing the settings of your Internet browser. If you choose not to accept cookies, then some functions of the Website may not work as intended.

Use of Collected Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you, or to one or more third party service providers who are performing services on your behalf or in connection with a transaction involving you;
- To improve our products and services; and
- To communicate with you and to inform you about FNF's products and services.

When We Share Information

We may share your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information with certain individuals and companies, as permitted by law, without first obtaining your authorization. Such disclosures may include, without limitation, the following:

- to agents, representatives, or others to provide you with services or products you have requested, and to enable us to detect or prevent criminal activity, fraud, or material misrepresentation or nondisclosure;
- to third-party contractors or service providers who provide services or perform other functions on our behalf;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- to other parties authorized to receive the information in connection with services provided to you or a transaction involving you.

We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that such disclosure is necessary to:

- comply with a legal process or applicable laws;
- enforce this Privacy Notice;
- investigate or respond to claims that any information provided by you violates the rights of a third party; or
- protect the rights, property or personal safety of FNF, its users or the public.

We make efforts to ensure third party contractors and service providers who provide services or perform functions on our behalf protect your information. We limit use of your information to the purposes for which the information was provided. We do not give or sell your information to third parties for their own direct marketing use.

We reserve the right to transfer your Personal Information, Browsing Information, as well as any other information, in connection with the sale or other disposition of all or part of the

FNF business and/or assets, or in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of this information in connection with any of the above-described proceedings. We cannot and will not be responsible for any breach of security by any third party or for any actions of any third party that receives any of the information that is disclosed to us.

Choices With Your Information

Whether you submit your information to FNF is entirely up to you. If you decide not to submit your information, FNF may not be able to provide certain products or services to you. You may choose to prevent FNF from using your information under certain circumstances ("opt out"). You may opt out of receiving communications from us about our products and/or services.

Security And Retention Of Information

FNF is committed to protecting the information you share with us and utilizes a combination of security technologies, procedures and safeguards to help protect it from unauthorized access, use and/or disclosure. FNF trains its employees on privacy practices and on FNF's privacy and information security policies. FNF works hard to retain information related to you only as long as reasonably necessary for business and/or legal purposes.

Information From Children

The Website is meant for adults. The Website is not intended or designed to attract children under the age of thirteen (13). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

Privacy Outside the Website

The Website may contain links to other websites, including links to websites of third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites.

International Users

Because FNF's headquarters is located in the United States, we may transfer your Personal Information and/or Browsing Information to the United States. By using our website and providing us with your Personal Information and/or Browsing Information, you understand and consent to the transfer, processing and storage of such information outside your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.

Do Not Track Disclosures

Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

The California Online Privacy Protection Act

For some websites which FNF or one of its companies owns, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those

instances, we may collect certain information on behalf of that mortgage loan servicer, including:

- first and last name;
- property address;
- user name and password;
- loan number;
- social security number - masked upon entry;
- email address;
- security questions and answers; and
- IP address.

The information you submit is then transferred to your mortgage loan servicer by way of CCN. **The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.**

CCN does not share consumer information with third parties, other than those with which the mortgage loan servicer has contracted to interface with the CCN application. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled Choices with Your Information, and Access and Correction. If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, contact your mortgage loan servicer.

Access and Correction

To access your Personal Information in the possession of FNF and correct any inaccuracies, please contact us by email at privacy@fnf.com or by mail at:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

Your Consent To This Privacy Notice

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of information by FNF in compliance with this Privacy Notice. We reserve the right to make changes to this Privacy Notice. If we change this Privacy Notice, we will post the revised version on the Website.

Contact FNF

Please send questions and/or comments related to this Privacy Notice by email at privacy@fnf.com or by mail at:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

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EFFECTIVE AS OF APRIL 1, 2016

ATTACHMENT ONE

CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY - 1990

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE**

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1.00% % of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% % of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;

- (iii) the subdivision of land; or
 - (iv) environmental protection;
- or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

(Except as provided in Schedule B - Part II, (t or T)his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

(PART I

(The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:)

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

- (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
- or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
 - 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
 - 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
 - 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

(The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

- 1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
- 6. Any lien or right to a lien for services, labor or material not shown by the Public Records.
- 7. (Variable exceptions such as taxes, easements, CC&R's, etc. shown here.)

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (12-02-13)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(e), 13(d), 14 or 16.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
- 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
- 6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
- 8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
- 9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
- 10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
- 11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

Order No.: 17017078-086-JR

EXHIBIT A

LOT ONE HUNDRED SEVENTY-TWO (172) OF LIBERTY AT THE ORCHARDS UNIT 3
AS SHOWN BY MAP THEREOF ON FILE IN BOOK 106 OF PLATS, PAGE 77, IN THE
OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

Assessor's Parcel Number:

EXHIBIT 3