

1 DAVID J. WINTERTON, ESQ.
Nevada Bar No. 004142
2 DAVID J. WINTERTON & ASSOC., LTD.
1140 N. Town Center Drive, Suite 120
3 Las Vegas, Nevada 89144
Phone: (702) 363-0317
4 Facsimile: (702) 363-1630
Email: david@davidwinterton.com

5 *Attorneys for Debtor and*
6 *Debtor in Possession*

7 **UNITED STATES BANKRUPTCY COURT**

8 **DISTRICT OF NEVADA**

9 In re:)	
)	
10 ROBERT MATTHEWS)	
)	Case No. 16-14164-MKN
)	Chapter 11
)	
12 Debtor.)	Date: March 22, 2017
)	Time: 9:30 A.M.

13 **MOTION TO SELL PROPERTY FREE AND CLEAR OF LIENS**

14 COMES NOW, ROBERT MATTHEWS (hereinafter "Debtor") by and through
15 attorney, David J. Winterton of the law firm of David J. Winterton & Assoc, Ltd., hereby files
16 this Motion to Sell Real Property Free and Clear of Liens. This Motion is made pursuant to 11
17 U.S.C. §§ 105 and 363, and Federal Rules of Bankruptcy Procedure ("Bankruptcy Rules")
18 2002, 6004 and 9014. This Motion is also based upon the pleadings and papers on file, any oral
19 argument presented by counsel and the documents attached herein.

20 Dated this 13th day of February, 2017.

21 DAVID J. WINTERTON & ASSOC., LTD.

22
23
24 By: /s/ David J. Winterton
David J. Winterton, Esq.
Nevada Bar No. 004142
1140 N. Town Center Drive, Suite 120
Las Vegas, Nevada 89144
25 *Attorneys for Debtor and*
26 *Debtor in Possession*
27
28

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MEMORANDUM OF POINTS AND AUTHORITIES

COMES NOW, ROBERT MATTHEWS (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.

II.
LEGAL SUPPORT AN ANALYSIS

A. Purpose of the Motion

The Debtor in this case was in the construction business. Construction slowed down and the Debtor fell behind in the payments of their residence. The Bank then commenced foreclosure on the residence. There is a large amount of equity in the residence. The wife held another piece of property in the name of a trust. It appears that the trust is a revocable trust. The property came from the wife's inheritance. It was the intent of the Debtor to sell the property and to pay off the mortgage on the house. The Bank would not wait for the Debtor to sell the property so they could pay off the Bank. The Debtor filed bankruptcy to stop the pending foreclosure.

The Debtor was proceeding with the sale of the Property but now the title company will not close on the property because the trust is a revocable trust and it could be argued that it is property of the estate. The title company will not close on the property until there is an order from the bankruptcy court. In a abundance of caution and at the request of the title company, the Debtor is seeking approval of the sale of the Property form the bankruptcy court.

B. Authority of the Court

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

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1 **C. Notice**

2 As set forth in the declarations of service filed with this Court in connection with the
3 Motion, notice of the hearing on the approval of the Motion (the "Notice") was duly served on
4 (a) the Debtor and [his] counsel, (b) all creditors and interested parties pursuant to Bankruptcy
5 Rule 2002(i), (c) each entity known to the Debtor to assert a lien, encumbrance or other
6 interest in, or claim to, the Property to be affected by this Order, and (d) the Office of the
7 United States Trustee, all in accordance with Bankruptcy Rules 2002(a)(2), 2002(c)(1), 2002(i),
8 2002(k), 6004(a) and 6004(c).

9 Each entity known to the Trustee to assert a lien, encumbrance, claim or other interest in
10 or to the Property to be affected by this Order was also served with a complete copy of the
11 Motion, and all supporting declarations and pleadings filed by the Trustee in connection with
12 the Motion. The Notice complied in all respects with the requirements of the Bankruptcy Code
13 and the Bankruptcy Rules; fully and adequately described the relief requested in the Motion and
14 set forth the means by which the Motion, and all supporting declarations and pleadings filed by
15 the Trustee in connection with the Motion, could be obtained promptly by a party in interest;
16 provided fair and reasonable notice under the circumstances of this case with respect to the
17 deadlines and procedures for objecting to the relief requested in the Motion; and set forth the
18 time, date and place for the hearing on the Motion.

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

20 Under 11 U.S.C. § 363(b)(1) and (f) the Debtor is allowed to sell Real Property free and
21 clear of any and all interests or lien including without limitation, those liens, encumbrances or
22 interests of such party listed in the title reports. (See Exhibit 1).

23 Sales Price: \$155,000.00

24 Mortgage: None.

25 The Purchaser is unrelated to the Debtor and the Trustee. The Agreement was
26 negotiated, proposed, and entered into by the parties without collusion, in good faith, and from
27

1 arm's-length bargaining positions. Neither the Trustee nor the Purchaser have engaged in any
2 conduct that would cause or permit the Agreement, or the transactions contemplated thereby, to
3 be invalidated or avoided under 11 U.S.C. § 363(n). Accordingly, upon consummation of the
4 sale transaction contemplated by the Agreement, the Purchaser will be a buyer in "good faith"
5 within the meaning of 11 U.S.C. § 363(m), and, as such, is entitled to the protections afforded
6 thereby.

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

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

12 Once the property is sold, the Debtor will have sufficient funds to pay the mortgage in
13 full and to protect the interest in the residence. Any excess funds will be used to pay the
14 remaining creditors in the estate. Based on the record in this case, the Debtor requests that the
15 properties be sold free and clear of liens.

16 The authorization is hereby given under 11 U.S.C. §§ 105(a) and 363 to sell the
17 Property free and clear of those liens, claims, encumbrances and interests set forth below to the
18 Purchaser on the terms and conditions provided in the Agreement and the plan of
19 reorganization. That the Debtor is hereby authorized, empowered, and directed to (1) perform
20 under, consummate, and implement the Agreement, (2) execute all additional instruments and
21 documents that may be reasonably necessary or desirable to implement the Agreement and the
22 transactions contemplated thereby, (3) take all further actions as may be necessary or
23 appropriate for the purposes of assigning, transferring, granting, conveying, encumbering, or
24 transferring the Debtor's property as contemplated by the Agreement, and (4) take such other
25 and further steps as are contemplated by the Agreement or reasonably required to fulfill the
26 obligations under the Agreement, all without further order of the Court.

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

5 The Debtor will be authorized to pay from the escrow funds the amount to be paid under
6 the plan of reorganization. That at the close of escrow of the sale approved by an Order on this
7 Motion, the Escrow Company is authorized to pay from the sale proceeds the broker's
8 commissions as outlined in the contracts. The Escrow Company is hereby authorized to pay all
9 other reasonable and customary escrow fees, recording fees, title insurance premiums, and
10 closing costs necessary and proper to conclude the sale of the Property.

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

17 Dated this 15th day of February, 2017.

18 DAVID J. WINTERTON & ASSOC., LTD.

19
20 By: /s/ David J. Winterton
21 David J. Winterton, Esq.
22 Nevada Bar No. 004142
23 1140 N. Town Center Drive, Suite 120
24 Las Vegas, Nevada 89144
25 *Attorneys for Debtor and*
26 *Debtor in Possession*
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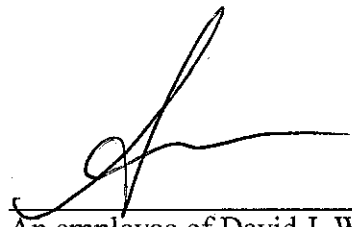
DAVID J. WINTERTON, & ASSOCIATES, LTD.
1140 No. Town Center Drive, suite 120
Las Vegas, Nevada 89144
(702) 363-0317

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of David J. Winterton & Assoc., Ltd., and that on the 13th day of February, 2017, I electronically served by ECF and email a true and correct copy of the MOTION TO SELL PROPERTY FREE AND CLEAR OF LIENS, I served the above-named document(s) by the following means to the persons as listed below:

- **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 13th day of February, 2017.

AND ATTACHED MATRIX



An employee of David J. Winterton & Assoc.

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

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Label Matrix for local noticing
0978-2
Case 16-14164-mkn
District of Nevada
Las Vegas
Mon Feb 13 10:42:37 PST 2017

United States Bankruptcy Court
300 Las Vegas Blvd., South
Las Vegas, NV 89101-5833

Bank Of America, N.A.
PO BOX 31785
Tampa, FL 33631-3785

CAPITAL ONE, N.A.
ALDRIDGE PITE, LLP
4375 Jutland Drive, Suite 200
P.O. Box 17933
San Diego, CA 92177-7921

CLARK COUNTY TREASURER
BOX 551220
500 SOUTH GRAND CENTRAL PKWY
Las Vegas, NV 89155-1220

DEPT OF MOTOR VEHICLES
PUBLIC SAFETY RECORDS DIVISION
555 WRIGHT WAY
Carson City, NV 89711-0001

MARRIOTT MARQUIS SAN DIEGO MARINA
333 WEST HARBOR DRIVE
SAN DIEGO, CA 92101-7709

NEVADA DEPT OF TAXATION
BANKRUPTCY SECTION
555 E WASHINGTON AVE #1300
Las Vegas, NV 89101-1046

WELLS FARGO DEALER SERVICES
Acct No xxxxxx7616
P.O. BOX 25341
Santa Ana, CA 92799-5341

ROBERT B MATTHEWS
47 ISLEWORTH DR.
HENDERSON, NV 89052-6459

CAPITAL ONE N. A.
C/O ASCENSION CAPITAL GROUP
P.O. BOX 165028
IRVING, TX 75016-5028

BANK AMERICARD
Acct No xxxx-xxxx-xxxx-7215
P.O. BOX 851001
DALLAS, TX 75285-1001

CAPITAL ONE
Acct No xxxxxx8925
P.O. BOX 21887
SAINT PAUL, MN 55121-0887

CHASE BANK
Acct No xxxx-xxxx-xxxx-3244
PO BOX 24696
Columbus, OH 43224-0696

Clark County Assessor
500 S. Grand Centra Parkway, 2nd Floor
Las Vegas, NV 89151-4010

(p)INTERNAL REVENUE SERVICE
CENTRALIZED INSOLVENCY OPERATIONS
PO BOX 7346
PHILADELPHIA PA 19101-7346

MERRILL LYNCH
Acct No xxxx2232
4804 Deer Lake Drive East, 5th Floor
Jacksonville, FL 32246-6484

OFFICE OF U.S. TRUSTEE
OFFICE OF U.S. TRUSTEE
Las Vegas, NV 89101-6637

Wells Fargo Bank N.A.,
d/b/a Wells Fargo Dealer Services
PO Box 19657
Irvine, CA 92623-9657

DAVID J. WINTERTON & ASSOC., LTD.
1140 N. TOWN CENTER DRIVE, SUITE 120
LAS VEGAS, NV 89144-0605

(p)BANK OF AMERICA
PO BOX 982238
EL PASO TX 79998-2238

CAPITAL ONE
Acct No xxxxxx9976
P.O. BOX 21887
Saint Paul, MN 55121-0887

CHASE BANK
Acct No xxxx-xxxx-xxxx-8772
PO BOX 24696
Columbus, OH 43224-0696

DEPT OF EMPLOYMENT, TRAINING & REHAB
EMPLOYMENT SECURITY DIVISION
500 EAST THIRD STREET
Carson City, NV 89713-0002

IRS
CENTRALIZED INSOLVENCY OPERATION
PO BOX 7346
Philadelphia, PA 19101-7346

Mountainview Hospital
Resurgent Capital Services
PO Box 1927
Greenville, SC 29602-1927

U.S. TRUSTEE - LV - 11
300 LAS VEGAS BOULEVARD S.
SUITE 4300
LAS VEGAS, NV 89101-5803

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
Acct No xxxxxxxxxxxx2799
PO BOX 982235
El Paso, TX 79998

IRS
110 CITY PARKWAY
Las Vegas, NV 89106

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

(u)CAPITAL ONE, N.A.

(d)CAPITAL ONE N. A.
C/O ASCENSION CAPITAL GROUP
P.O. BOX 165028
IRVING, TX 75016-5028

End of Label Matrix	
Mailable recipients	27
Bypassed recipients	2
Total	29

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



RESIDENTIAL PURCHASE AGREEMENT

(Joint Escrow Instructions and Earnest Money Receipt)

Date: 05/20/16

Juan Garcia And Karla Garcia ("Buyer"), hereby offers to purchase
907 Bedford Rd Las Vegas, NV 89107 ("Property"),
 within the city or unincorporated area of _____, County of Clark,
 State of Nevada, Zip _____, A.P.N. # 139-31-411-152 for the purchase price of \$ 155,000.00
 (One Hundred Fifty-Five 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:

\$ 100.00 A. **EARNEST MONEY DEPOSIT** ("EMD") is presented with this offer -OR- **Currently on**
hold at National Title Company

(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).)

\$ _____ 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 27 herein.)

\$ 149,675.00 C. **THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING FOR A NEW LOAN ON
 THE FOLLOWING TERMS AND CONDITIONS:**

Conventional, FHA, VA, Other (specify) _____
 Interest: Fixed rate, TBD years -OR- Adjustable Rate, 30 years. Initial rate of interest not to
 exceed TBD %. Initial monthly payment not to exceed \$ _____, not including taxes, insurance
 and/or PMI or MIP.

\$ _____ 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. Initial rate of interest not to
 exceed _____ %. Monthly payment not to exceed \$ _____, not including taxes, insurance and/or PMI or MIP.

\$ _____ E. **BUYER TO EXECUTE A PROMISSORY NOTE SECURED BY DEED OF TRUST PER TERMS
 IN "FINANCING ADDENDUM."**

\$ 5,325.00 F. **BALANCE OF PURCHASE PRICE** (Balance of Down Payment) in Good Funds to be paid prior to
 Close of Escrow ("COE").

\$ 155,000.00 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.)

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: Juan Garcia Karla Garcia BUYER(S) INITIALS: J.G. / K.G.

Property Address: 907 Bedford Rd Las Vegas, NV 89107 SELLER(S) INITIALS: [Handwritten initials]

Rev. 05/14

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1 2. **ADDITIONAL FINANCIAL TERMS & CONTINGENCIES:**

2 A. **NEW LOAN APPLICATION:** Within 5 business days of Acceptance, Buyer agrees to (1) submit a
3 completed loan application to a lender of Buyer's choice and (2) furnish a preapproval letter to Seller based upon a standard
4 factual credit report and review of debt to income ratios. If Buyer fails to complete any of these conditions within the
5 applicable time frame, Seller reserves the right to terminate this Agreement. In such event, both parties agree to cancel the
6 escrow and return EMD to Buyer. Buyer
7 does -OR- does not
8 authorize lender to provide loan status updates to Seller's and Buyer's Brokers, as well as Escrow Officer. Buyer agrees to use
9 Buyer's best efforts to obtain financing under the terms and conditions outlined in this Agreement.

11 B. **CASH PURCHASE:** Within _____ business days of Acceptance, Buyer agrees to provide written evidence
12 from a bona fide financial institution of sufficient cash available to complete this purchase. If Buyer does not submit the
13 written evidence within the above period, Seller reserves the right to terminate this Agreement.

15 C. **APPRAISAL:** If an appraisal is required as part of this agreement, or requested by Buyer, and if the
16 appraisal is less than the Purchase Price, the transaction will go forward if (1) Buyer, at Buyer's option, elects to pay the
17 difference and purchase the Property for the Purchase Price, or (2) Seller, at Seller's option, elects to adjust the Purchase Price
18 accordingly, such that the Purchase Price is equal to the appraisal. If neither option (1) or (2) is elected, then Parties may
19 renegotiate; if renegotiation is unsuccessful, then either Party may cancel this Agreement upon written notice, in which event
20 the EMD shall be returned to Buyer.

22 3. **SALE OF OTHER PROPERTY:**

23 This Agreement
24 is not -OR-
25 is contingent upon the sale (and closing) of another property which address is

27 Said Property
28 is currently listed
29 is not -OR- is
30 presently in escrow with _____
31 Escrow Number: _____ Proposed Closing Date: _____

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

42 4. **FIXTURES AND PERSONAL PROPERTY:** The following items will be transferred, free of liens, with the sale of
43 the Property with no real value unless stated otherwise herein. Unless an item is covered under Section 7(E) of this Agreement,
44 all items are transferred in an "AS IS" condition.

45 A. All EXISTING fixtures and fittings including, but not limited to: electrical, mechanical, lighting, plumbing
46 and heating fixtures, ceiling fan(s), fireplace insert(s), gas logs and grates, solar power system(s), built-in appliance(s),
47 window and door screens, awnings, shutters, window coverings, attached floor covering(s), television antenna(s),
48 satellite dishe(s), private integrated telephone systems, air coolers/conditioner(s), pool/spa equipment, garage door
49 opener(s)/remote control(s), mailbox, in-ground landscaping, trees/shrub(s), water softener(s), water purifiers, security
50 systems/alarm(s);

52 B. The following additional items of personal property: Refrigerator and oven/stove to remain in the
53 residence and transfer with sale.

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: Juan Garcia Karla Garcia BUYER(S) INITIALS: JG / KG

Property Address: 907 Bedford Rd Las Vegas, NV 89107 SELLER(S) INITIALS: MA / SA

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1 **5. ESCROW:**

2
3 **A. OPENING OF ESCROW:** The purchase of the Property shall be consummated through Escrow
4 ("Escrow"). Opening of Escrow shall take place by the end of one (1) business day after execution of this Agreement
5 ("Opening of Escrow"), at National Title Company title or escrow company ("Escrow Company" or
6 "ESCROW HOLDER") with Mandy Singer ("Escrow Officer") (or such other escrow officer as
7 Escrow Company may assign). Opening of Escrow shall occur upon Escrow Company's receipt of this fully accepted
8 Agreement and receipt of the EMD (if applicable). ESCROW HOLDER is instructed to notify the Parties (through their
9 respective Brokers) of the opening date and the Escrow Number.

10
11 **B. EARNEST MONEY:** Upon Acceptance, Buyer's EMD as shown in Section 1(A), and 1(B) if applicable, of
12 this Agreement, shall be deposited per the Earnest Money Receipt Notice and Instructions contained herein.

13
14 **C. CLOSE OF ESCROW:** Close of Escrow ("COE") shall be on (date) _____
15 If the designated date falls on a weekend or holiday, COE shall be the next business day.

16
17 **D. IRS DISCLOSURE:** Seller is hereby made aware that there is a regulation which became effective January
18 1, 1987, that requires all ESCROW HOLDERS to complete a modified 1099 form, based upon specific information known
19 only between parties in this transaction and the ESCROW HOLDER. Seller is also made aware that ESCROW HOLDER is
20 required by federal law to provide this information to the Internal Revenue Service after COE in the manner prescribed by
21 federal law.

22
23 **6. TITLE INSURANCE:** This Purchase Agreement is contingent upon the Seller's ability to deliver, good and
24 marketable title as evidenced by a policy of title insurance, naming Buyer as the insured in an amount equal to the purchase
25 price, furnished by the title company identified in Section 5A. Said policy shall be in the form necessary to effectuate
26 marketable title or its equivalent and shall be paid for as set forth in Section 7A.

27
28 **7. PRORATIONS, FEES AND EXPENSES (Check appropriate box):**

29 **A. TITLE AND ESCROW FEES:**

TYPE	PAID BY SELLER	PAID BY BUYER	50/50	N/A
Escrow Fees:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Lender's Title Policy:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Owner's Title Policy:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Real Property Transfer Tax:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trash Service Fees (to be paid current through COE):	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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41 **B. PRORATIONS:**

TYPE	PAID BY SELLER	PRORATE	N/A
CIC (Common Interest Community) Assessments:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
CIC Periodic Fees:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
SIDs / LIDs / Bonds / Assessments:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sewer Use Fees:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Real Property Taxes:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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51 All prorations will be based on a 30-day month and will be calculated as of COE. Prorations will be based upon
52 figures available at closing. Any supplementals or adjustments that occur after COE will be handled by the parties
53 outside of Escrow.

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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: Juan Garcia Karla Garcia BUYER(S) INITIALS: J.G. / K.G.

Property Address: 907 Bedford Rd Las Vegas, NV 89107 SELLER(S) INITIALS: [Handwritten]

C. RELATED EXPENSES:

TYPE	PAID BY SELLER	PAID BY BUYER	50/50	WAIVED	N/A
Appraisal:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CIC Capital Contribution:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
CIC Transfer Fees:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
CLUE Report ordered by Seller:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

D. INSPECTIONS: (See also Section 11): Acceptance of this offer is subject to the following reserved right. Buyer may have to buy 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) are turned on and supplied to the Property within two (2) business days after execution of this Agreement, to remain on until COE. (It is strongly recommended that Buyer retain licensed Nevada professionals to conduct inspections.)

TYPE	PAID BY SELLER	PAID BY BUYER	50/50	WAIVED	N/A
Energy Audit:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Fungal Contaminant Inspection:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Home Inspection:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mechanical Inspection:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Oil Tank Inspection:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Pool/Spa Inspection:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Roof Inspection:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Septic Inspection (requires pumping):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Septic Lid Removal:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Septic Pumping:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Soils Inspection:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Structural Inspection:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Survey _____ (type):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Termite/Pest Inspection:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Well Inspection (Quantity):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Well Inspection (Quality):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wood-Burning Device/Chimney Inspection (includes cleaning):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Re-Inspections:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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).

E. CERTIFICATIONS: Notwithstanding the elections below, in the event an inspection reveals problems with any of the foregoing, Buyer reserves the right to require a certification.

TYPE	PAID BY SELLER	PAID BY BUYER	50/50	WAIVED
Fungal Contaminant:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Roof:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Septic:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Well:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wood-Burning Device/Chimney Certification:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The foregoing expenses for certifications will be paid outside of Escrow unless the Parties present instructions to the contrary

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: Juan Garcia Karla Garcia BUYER(S) INITIALS: J.G. / K.G.

Property Address: 907 Bedford Rd Las Vegas, NV 89107 SELLER(S) INITIALS: [Signature] [Signature]

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1 prior to COE (along with the applicable invoice). A certification is not a warranty.

2
 3 **F. SELLER'S ADDITIONAL COSTS AND LIMIT OF LIABILITY:** Seller agrees to pay a maximum
 4 amount of \$ 0.00 to correct defects and/or requirements disclosed by inspection reports, appraisals,
 5 and/or certifications. It is Buyer's responsibility to inspect the Property sufficiently as to satisfy Buyer's use. Buyer reserves
 6 the right to request additional repairs, which may exceed the above-stated amount, based upon the Seller's Real Property
 7 Disclosure or items which materially affect value or use of the Property revealed by an inspection, certification or appraisal.
 8 Items of a general maintenance or cosmetic nature which do not materially affect value or use of the Property, which existed at
 9 the time of Acceptance and which are not expressly addressed in this Agreement are deemed accepted by the Buyer, except as
 10 otherwise provided in this section. The Brokers herein have no responsibility to assist in the payment of any repair, correction
 11 or deferred maintenance on the Property which may have been revealed by the above inspections, agreed upon by the Buyer
 12 and Seller or requested by one party.

13
 14 **G. LENDER AND CLOSING FEES:** In addition to Seller's expenses above, Seller will contribute
 15 \$ n/a to Buyer's Lender's Fees and/or Buyer's Title and Escrow Fees including -OR- excluding
 16 costs which Seller must pay pursuant to loan program requirements. Different loan types (e.g., FHA, VA, conventional) have
 17 different appraisal and financing requirements, which will affect the parties' rights and costs under this Agreement.

18
 19 **H. HOME PROTECTION PLAN:** Buyer and Seller acknowledge that they have been made aware of Home
 20 Protection Plans that provide coverage to Buyer after COE. Buyer waives -OR- requires a Home Protection Plan with
 21 Buyer's Choice Seller -OR- Buyer will pay for the Home Protection
 22 Plan at a price not to exceed \$ 500.00. Buyer will order the Home Protection Plan. Neither Seller nor Brokers make
 23 any representation as to the extent of coverage or deductibles of such plans. ESCROW HOLDER is not responsible for
 24 ordering the Home Protection Plan.

25
 26 **8. TRANSFER OF TITLE:** Upon COE, Buyer shall tender to Seller the agreed upon Purchase Price, and Seller shall
 27 tender to Buyer marketable title to the Property free of all encumbrances other than (1) current real property taxes,
 28 (2) covenants, conditions and restrictions (CC&R's) and related restrictions, (3) zoning or master plan restrictions and public
 29 utility easements; and (4) obligations assumed and encumbrances accepted by Buyer prior to COE. Buyer is advised the
 30 Property may be reassessed after COE which may result in a real property tax increase or decrease.

31
 32 **9. COMMON-INTEREST COMMUNITIES:** If the Property is subject to a Common Interest Community ("CIC"),
 33 Seller or his authorized agent shall request the CIC documents and certificate listed in NRS 116.4109 (collectively, the "resale
 34 package") within two (2) business days of Acceptance and provide the same to Buyer within one (1) business day of Seller's
 35 receipt thereof. Buyer may cancel this Agreement without penalty until midnight of the fifth (5th) calendar day following the
 36 date of receipt of the resale package. If Buyer does not receive the resale package within fifteen (15) calendar days of
 37 Acceptance, this Agreement may be cancelled in full by Buyer without penalty. If Buyer elects to cancel this Agreement
 38 pursuant to this section, he must deliver, via hand delivery or prepaid U.S. mail, a written notice of cancellation to Seller or his
 39 authorized agent identified in the Confirmation of Representation at the end of this Agreement. Upon such written cancellation,
 40 Buyer shall promptly receive a refund of the EMD. The parties agree to execute any documents requested by ESCROW
 41 HOLDER to facilitate the refund. If written cancellation is not received within the specified time period, the resale package
 42 will be deemed approved. Seller shall pay all outstanding CIC fines or penalties at COE.

43
 44 **10. DISCLOSURES:** Within five (5) calendar days of Acceptance of this Agreement, Seller will provide the
 45 following Disclosures and/or documents (each of which is incorporated herein by this reference). Check applicable boxes.

- 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 Fungal (Mold) Notice Form (not required by Nevada law)
- 49 Lead-Based Paint Disclosure and Acknowledgment, required if constructed before 1978 (24 CFR 745.113)
- 50 Pest Notice Form (not required by Nevada law)
- 51 Promissory Note and the most recent monthly statement of all loans to be assumed by Buyer
- 52 Open Range Disclosure (NRS 113.065)

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: Juan Garcia Karla Garcia BUYER(S) INITIALS: J.G. / K.G.

Property Address: 907 Bedford Rd Las Vegas, NV 89107 SELLER(S) INITIALS: [Signature] [Signature]

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- 1 Seller Real Property Disclosure Form (NRS 113.130)
- 2 Supplemental Property Information Form (not required by Nevada law)
- 3 Other (list) _____

4
 5 A. In addition, for **NEW CONSTRUCTION**, to the extent applicable, Seller will provide: Public Offering
 6 Statement (NRS 116.4108); Electric Transmission Lines (NRS 119.1835); Public Services and Utilities (NRS 119.183); Initial
 7 Purchaser Disclosure (NRS 113); Construction Recovery Fund (NRS 624); Gaming Corridors (NRS 113.070); Water/Sewage
 8 (NRS 113.060); Impact Fees (NRS 278B.320); Surrounding Zoning Disclosure (NRS 113.070); FTC Insulation Disclosure (16
 9 CFR 460.16); and Other: N/A

10
 11 B. **AIRPORT NOISE:** Buyer hereby acknowledges the proximity of various overflight patterns, airports
 12 (municipal, international, military and/or private) and helipads. Buyer also fully understands that existing and future noise
 13 levels at this location, associated with existing and future airport operations, may affect the livability, value and suitability of
 14 the Property for residential use. Buyer also understands that these airports have been at their present location for many years,
 15 and that future demand and airport operations may increase significantly. For further information, contact your local
 16 department of aviation or the Federal Aviation Administration.

17
 18 C. **FEDERAL FAIR HOUSING COMPLIANCE AND DISCLOSURES:** All properties are offered without
 19 regard to race, color, religion, sex, national origin, ancestry, handicap or familial status and any other current requirements of
 20 federal or state fair housing law.

21
 22 **11. BUYER'S DUE DILIGENCE:**

23
 24 A. **DUE DILIGENCE PERIOD:** Buyer shall have 10 calendar days from Acceptance to complete Buyer's
 25 Due Diligence. Buyer shall ensure that all inspections and certifications are initiated in a timely manner as to complete the Due
 26 Diligence in the time outlined herein. (If utilities are not supplied by the deadline referenced herein or if the disclosures are not
 27 delivered to Buyer by the deadline referenced herein, then Buyer's Due Diligence Period will be extended by the same number
 28 of calendar days that Seller delayed supplying the utilities or delivering the disclosures, whichever is longer.) During this
 29 period Buyer shall have the exclusive right at Buyer's discretion to cancel this Agreement. In the event of such cancellation,
 30 unless otherwise agreed herein, the EMD will be refunded to Buyer. **If Buyer provides Seller with notice of objections, the**
 31 **Due Diligence Period will be extended by the same number of calendar days that it takes Seller to respond in writing to**
 32 **Buyer's objections.** If Buyer fails to cancel this Agreement within the Due Diligence Period (as it may be extended), Buyer will
 33 be deemed to have waived the right to cancel under this section.

34
 35 B. **PROPERTY INSPECTION/CONDITION:** During the Due Diligence Period, Buyer shall take such
 36 action as Buyer deems necessary to determine whether the Property is satisfactory to Buyer including, but not limited to,
 37 whether the Property is insurable to Buyer's satisfaction, whether there are unsatisfactory conditions surrounding or otherwise
 38 affecting the Property (such as location of flood zones, airport noise, noxious fumes or odors, environmental substances or
 39 hazards, whether the Property is properly zoned, locality to freeways, railroads, places of worship, schools, etc.) or any other
 40 concerns Buyer may have related to the Property. During such Period, Buyer shall have the right to have non-destructive
 41 inspections of all structural, roofing, mechanical, electrical, plumbing, heating/air conditioning, water/well/septic, pool/spa,
 42 survey, square footage, and any other property or systems, through licensed and bonded contractors or other qualified
 43 professionals. Seller agrees to provide reasonable access to the Property to Buyer and Buyer's inspectors. Buyer agrees to
 44 indemnify and hold Seller harmless with respect to any injuries suffered by Buyer or third parties present at Buyer's request
 45 while on Seller's Property conducting such inspections, tests or walk-throughs. Buyer's indemnity shall not apply to any
 46 injuries suffered by Buyer or third parties present at Buyer's request that are the result of an intentional tort, gross negligence
 47 or any misconduct or omission by Seller, Seller's Agent or other third parties on the Property. Buyer is advised to consult with
 48 appropriate professionals regarding neighborhood or Property conditions, including but not limited to: schools; proximity and
 49 adequacy of law enforcement; proximity to commercial, industrial, or agricultural activities; crime statistics; fire protection;
 50 other governmental services; existing and proposed transportation; construction and development; noise or odor from any
 51 source; and other nuisances, hazards or circumstances. If Buyer cancels this Agreement due to a specific inspection report,
 52 Buyer shall provide Seller at the time of cancellation with a copy of the report containing the name, address, and telephone
 53 number of the inspector.
 54

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: Juan Garcia Karla Garcia BUYER(S) INITIALS: JG KG
 Property Address: 907 Bedford Rd Las Vegas, NV 89107 SELLER(S) INITIALS: MA DM
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1 C. **PRELIMINARY TITLE REPORT:** Within ten (10) business days of Opening of Escrow, Title Company
2 shall provide Buyer with a Preliminary Title Report ("PTR") to review, which must be approved or rejected within five (5)
3 business days of receipt thereof. If Buyer does not object to the PTR within the period specified above, the PTR shall be
4 deemed accepted. If Buyer makes an objection to any item(s) contained within the PTR, Seller shall have five (5) business
5 days after receipt of objections to correct or address the objections. If, within the time specified, Seller fails to have each such
6 exception removed or to correct each such other matter as aforesaid, Buyer shall have the option to: (a) terminate this
7 Agreement by providing notice to Seller and Escrow Officer, entitling Buyer to a refund of the EMD or (b) elect to accept title
8 to the Property as is. All title exceptions approved or deemed accepted are hereafter collectively referred to as the "Permitted
9 Exceptions."

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

23
24 13. **DELIVERY OF POSSESSION:** Seller shall deliver the Property along with any keys, alarm codes, garage door
25 opener/controls and, if freely transferable, parking permits and gate transponders outside of Escrow, upon COE. Seller agrees
26 to vacate the Property and leave the Property in a neat and orderly, broom-clean condition and tender possession no later than
27 COE -OR- buyer is current tenant. In the event Seller does not vacate the Property by this time, Seller shall be
28 considered a trespasser and shall be liable to Buyer for the sum of \$ n/a per calendar day in addition to
29 Buyer's legal and equitable remedies. Any personal property left on the Property after the date indicated in this section shall be
30 considered abandoned by Seller.

31
32 14. **RISK OF LOSS:** Risk of loss shall be governed by NRS 113.040. This law provides generally that if all or any
33 material part of the Property is destroyed before transfer of legal title or possession, Seller cannot enforce the Agreement and
34 Buyer is entitled to recover any portion of the sale price paid. If legal title or possession has transferred, risk of loss shall shift
35 to Buyer.

36
37 15. **ASSIGNMENT OF THIS AGREEMENT:** Unless otherwise stated herein, this Agreement is non-assignable by
38 Buyer.

39
40 16. **CANCELLATION OF AGREEMENT:** In the event this Agreement is properly cancelled in accordance with the
41 terms contained herein, then Buyer will be entitled to a refund of the EMD. Neither Buyer nor Seller will be reimbursed for any
42 expenses incurred in conjunction with due diligence, inspections, appraisals or any other matters pertaining to this transaction
43 (unless otherwise provided herein).

44
45 17. **DEFAULT:**
46
47 A. **MEDIATION:** Before any legal action is taken to enforce any term or condition under this Agreement, the
48 parties agree to engage in mediation, a dispute resolution process, through GLVAR. Notwithstanding the
49 foregoing, in the event the Buyer finds it necessary to file a claim for specific performance, this section shall
50 not apply. Because each party is giving up a right, each party is encouraged to have an independent lawyer of their
51 choice review this mediation provision before agreeing thereto. By initialing below, the parties confirm that they have
52 read and understood this section and voluntarily agree to the provisions thereof.

53 BUYER(S) INITIALS: [J.G. / K.G.] SELLER(S) INITIALS: [M.M.]

54
55 B. **IF SELLER DEFAULTS:** If Seller defaults in performance under this Agreement, Buyer reserves all legal
56 and/or equitable rights (such as specific performance) against Seller, and Buyer may seek to recover Buyer's actual

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: Juan Garcia Karla Garcia BUYER(S) INITIALS: J.G. / K.G.
Property Address: 907 Bedford Rd Las Vegas, NV 89107 SELLER(S) INITIALS: [M.M.]
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1 damages incurred by Buyer due to Seller's default.

2
3
4 **C. IF BUYER DEFAULTS:** If Buyer defaults in performance under this Agreement, Seller shall have one of the
5 following legal recourses against Buyer (initial one only):

6
7 Escrow [MGM] As Seller's sole legal recourse, Seller may retain, as liquidated damages, the EMD. In this
8 respect, the Parties agree that Seller's actual damages would be difficult to measure and that the EMD is in fact a
9 reasonable estimate of the damages that Seller would suffer as a result of Buyer's default. Seller understands that any
10 additional deposit not considered part of the EMD in Section 1(B) herein will be immediately released by ESCROW
11 HOLDER to Buyer.

12 **-OR-**

13 [] [] Seller shall have the right to recover from Buyer all of Seller's actual damages that Seller may
14 suffer as a result of Buyer's default including, but not limited to, commissions due, expenses incurred until the
15 Property is sold to a third party and the difference in the sales price.

16 **Instructions to Escrow**

17
18 **18. ESCROW:** If this Agreement or any matter relating hereto shall become the subject of any litigation or controversy,
19 Buyer and Seller agree, jointly and severally, to hold ESCROW HOLDER free and harmless from any loss or expense, except
20 losses or expenses as may arise from ESCROW HOLDER'S negligence or willful misconduct. If conflicting demands are
21 made or notices served upon ESCROW HOLDER with respect to this Agreement, the parties expressly agree that Escrow is
22 entitled to file a suit in interpleader and obtain an order from the Court authorizing ESCROW HOLDER to deposit all such
23 documents and monies with the Court, and obtain an order from the Court requiring the parties to interplead and litigate their
24 several claims and rights among themselves. Upon the entry of an order authorizing such Interpleader, ESCROW HOLDER
25 shall be fully released and discharged from any obligations imposed upon it by this Agreement; and ESCROW HOLDER shall
26 not be liable for the sufficiency or correctness as to form, manner, execution or validity of any instrument deposited with it, nor
27 as to the identity, authority or rights of any person executing such instrument, nor for failure of Buyer or Seller to comply with
28 any of the provisions of any agreement, contract or other instrument filed with ESCROW HOLDER or referred to herein.
29 ESCROW HOLDER'S duties hereunder shall be limited to the safekeeping of all monies, instruments or other documents
30 received by it as ESCROW HOLDER, and for their disposition in accordance with the terms of this Agreement. In the event
31 an action is instituted in connection with this escrow, in which ESCROW HOLDER is named as a party or is otherwise
32 compelled to make an appearance, all costs, expenses, attorney fees, and judgments ESCROW HOLDER may expend or incur
33 in said action, shall be the responsibility of the parties hereto.

34
35 **19. UNCLAIMED FUNDS:** In the event that funds from this transaction remain in an account, held by ESCROW
36 HOLDER, for such a period of time that they are deemed "abandoned" under the provisions of Chapter 120A of the Nevada
37 Revised Statutes, ESCROW HOLDER is hereby authorized to impose a charge upon the dormant escrow account. Said charge
38 shall be no less than \$5.00 per month and may not exceed the highest rate of charge permitted by statute or regulation.
39 ESCROW HOLDER is further authorized and directed to deduct the charge from the dormant escrow account for as long as the
40 funds are held by ESCROW HOLDER.

41 **Brokers**

42
43 **20. BROKER FEES:** Buyer herein requires, and Seller agrees, as a condition of this Agreement, that Seller will pay
44 Listing Broker and Buyer's Broker, who becomes by this clause a third party beneficiary to this Agreement, that certain sum
45 and/or percentage of the Purchase Price (commission), that Seller, or Seller's Broker, offered for the procurement of ready,
46 willing and able Buyer via the Multiple Listing Service, any other advertisement or written offer. Seller understands and
47 agrees that if Seller defaults hereunder, Buyer's Broker, as a third-party beneficiary of this Agreement, has the right to pursue
48 all legal recourse against Seller for any commission due. **In addition to any amount due to Buyer's Broker from Seller or**
49 **Seller's Broker, Buyer will -OR- will not pay Buyer's Broker additional compensation in an amount determined**
50 **between the Buyer and Buyer's Broker.**

51
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: Juan Garcia Karla Garcia BUYER(S) INITIALS: J.G. / K.G.
Property Address: 907 Bedford Rd Las Vegas, NV 89107 SELLER(S) INITIALS: [Signature] / [Signature]
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1 **21. WAIVER OF CLAIMS:** Buyer and Seller agree that they are not relying upon any representations made by Brokers
 2 or Broker's agent. Buyer acknowledges that at COE, the Property will be sold AS-IS, WHERE-IS without any representations
 3 or warranties, unless expressly stated herein. Buyer agrees to satisfy himself, as to the condition of the Property, prior to COE.
 4 Buyer acknowledges that any statements of acreage or square footage by Brokers are simply estimates, and Buyer agrees to
 5 make such measurements, as Buyer deems necessary, to ascertain actual acreage or square footage. Buyer waives all claims
 6 against Brokers or their agents for (a) defects in the Property; (b) inaccurate estimates of acreage or square footage; (c)
 7 environmental waste or hazards on the Property; (d) the fact that the Property may be in a flood zone; (e) the Property's
 8 proximity to freeways, airports or other nuisances; (f) the zoning of the Property; (g) tax consequences; or (h) factors related to
 9 Buyer's failure to conduct walk-throughs or inspections. Buyer assumes full responsibility for the foregoing and agrees to
 10 conduct such tests, walk-throughs, inspections and research, as Buyer deems necessary. In any event, Broker's liability is
 11 limited, under any and all circumstances, to the amount of that Broker's commission/fee received in this transaction.
 12

Other Matters

13
 14 **22. DEFINITIONS:** "Acceptance" means the date that both parties have consented to and received a final, binding
 15 contract by affixing their signatures to this Agreement and all counteroffers. "Agent" means a licensee working under a Broker
 16 or licensees working under a developer. "Agreement" includes this document as well as all accepted counteroffers and
 17 addenda. "Bona Fide" means genuine. "Buyer" means one or more individuals or the entity that intends to purchase the
 18 Property. "Broker" means the Nevada licensed real estate broker listed herein representing Seller and/or Buyer (and all real
 19 estate agents associated therewith). "Business Day" excludes Saturdays, Sundays, and legal holidays. "Calendar Day" means
 20 a calendar day from/to midnight unless otherwise specified. "CFR" means the Code of Federal Regulations. "CIC" means
 21 Common Interest Community (formerly known as "HOA" or homeowners associations). "CIC Capital Contribution" means
 22 a one-time non-administrative fee, cost or assessment charged by the CIC upon change of ownership. "CIC Transfer Fees"
 23 means the administrative service fee charged by a CIC to transfer ownership records. "CLUE" means Comprehensive Loss
 24 Underwriting Exchange. "Close of Escrow (COE)" means the time of recordation of the deed in Buyer's name. "Default"
 25 means the failure of a Party to observe or perform any of its material obligations under this Agreement. "Delivered" means
 26 personally delivered to Parties or respective Agents, transmitted by facsimile machine, electronic means, overnight delivery, or
 27 mailed by regular mail. "Down Payment" is the Purchase Price less loan amount(s). "EMD" means Buyer's earnest money
 28 deposit. "Escrow Holder" means the neutral party that will handle the escrow. "FHA" is the U.S. Federal Housing
 29 Administration. "GLVAR" means the Greater Las Vegas Association of REALTORS®. "Good Funds" means an acceptable
 30 form of payment determined by ESCROW HOLDER in accordance with NRS 645A.171. "IRC" means the Internal Revenue
 31 Code (tax code). "LID" means Limited Improvement District. "N/A" means not applicable. "NAC" means Nevada
 32 Administrative Code. "NRS" means Nevada Revised Statutes as Amended. "Party" or "Parties" means Buyer and Seller.
 33 "PITI" means principal, interest, taxes, and hazard insurance. "PMI" means private mortgage insurance. "PST" means
 34 Pacific Standard Time, and includes daylight savings time if in effect on the date specified. "PTR" means Preliminary Title
 35 Report. "Property" means the real property and any personal property included in the sale as provided herein. "Receipt"
 36 means delivery to the party or the party's agent. "Seller" means one or more individuals or the entity that is the owner of the
 37 Property. "SID" means Special Improvement District. "Title Company" means the company that will provide title insurance.
 38 "USC" is the United States Code. "VA" is the Veterans Administration.
 39
 40

41 **23. SIGNATURES, DELIVERY, AND NOTICES:**

42
 43
 44 A. This Agreement may be signed by the parties on more than one copy, which, when taken together, each
 45 signed copy shall be read as one complete form. This Agreement (and documents related to any resulting transaction) may be
 46 signed by the parties manually or digitally. Facsimile signatures may be accepted as original.
 47

48 B. Delivery of all instruments or documents associated with this Agreement shall be delivered to the Agent for
 49 Seller or Buyer if represented.
 50

51 C. Except as otherwise provided in Section 9, when a Party wishes to provide notice as required in this
 52 Agreement, such notice shall be sent regular mail, personal delivery, by facsimile, overnight delivery and/or by email to the
 53 Agent for that Party. The notification shall be effective when postmarked, received, faxed, delivery confirmed, and/or read
 54 receipt confirmed in the case of email. Any cancellation notice shall be contemporaneously faxed to Escrow.

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: Juan Garcia Karla Garcia BUYER(S) INITIALS: J.G / K.G

Property Address: 907 Bedford Rd Las Vegas, NV 89107 SELLER(S) INITIALS: AA / AM

1
2 **24. IRC 1031 EXCHANGE:** Seller and/or Buyer may make this transaction part of an IRC 1031 exchange. The party
3 electing to make this transaction part of an IRC 1031 exchange will pay all additional expenses associated therewith, at no cost
4 to the other party. The other party agrees to execute any and all documents necessary to effectuate such an exchange.

5
6 **25. OTHER ESSENTIAL TERMS:** Time is of the essence. No change, modification or amendment of this Agreement
7 shall be valid or binding unless such change, modification or amendment shall be in writing and signed by each party. This
8 Agreement will be binding upon the heirs, beneficiaries and devisees of the parties hereto. This Agreement is executed and
9 intended to be performed in the State of Nevada, and the laws of that state shall govern its interpretation and effect. The parties
10 agree that the county and state in which the Property is located is the appropriate forum for any action relating to this
11 Agreement. Should any party hereto retain counsel for the purpose of initiating litigation to enforce or prevent the breach of
12 any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing
13 party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorneys fees and costs incurred by
14 such prevailing party.

15
16 **THIS IS A LEGALLY BINDING CONTRACT.** All parties are advised to seek independent legal and tax advice to review
17 the terms of this Agreement.

18
19 **NO REAL ESTATE BROKER/AGENT MAY SIGN FOR A PARTY TO THIS AGREEMENT UNLESS THE**
20 **BROKER OR AGENT HAS A PROPERLY EXECUTED POWER OF ATTORNEY TO DO SO.**

21
22 **THIS FORM HAS BEEN APPROVED BY THE GREATER LAS VEGAS ASSOCIATION OF REALTORS®**
23 **(GLVAR). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY**
24 **PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO**
25 **ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN**
26 **APPROPRIATE PROFESSIONAL.**

27
28 This form is available for use by the real estate industry. It is not intended to identify the user as a REALTOR®.
29 REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL
30 ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

31 **26. ADDENDUM(S) ATTACHED:**
32 **Addendum #1 to withhold \$4,000.00 from Sellers proceeds attached.**

33
34 **27. ADDITIONAL TERMS:**
35 **Seller agrees to pay \$4,000.00 from Seller's proceeds for removing the old**
36 **roof and installing a new roof. It is the Buyer's sole responsibility to**
37 **choose the roofer and ensure roofing job is completed correctly after**
38 **close of escrow. Seller will not be held liable for the condition of the**
39 **old roof or the quality of the new roofing job after close of escrow.**

40
41
42
43
44
45

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: Juan Garcia Karla Garcia BUYER(S) INITIALS: J.G. K.G.
Property Address: 907 Bedford Rd Las Vegas, NV 89107 SELLER(S) INITIALS: [Signature] [Signature]

Earnest Money Receipt

BUYER'S AGENT ACKNOWLEDGES RECEIPT FROM BUYER HEREIN of the sum of \$ 100.00 evidenced by Cash, Cashier's Check, Personal Check, or Other payable to National Title. Upon Acceptance, Earnest Money to be deposited within ONE (1) business day, with Escrow Holder, Buyer's Broker's Trust Account, - OR - Seller's Broker's Trust Account.

Date: _____ Signed: _____ Buyer's Agent: Shelly L Tabaczynski

Buyer's Acknowledgement of Offer

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

Buyer's Broker: Adele Josephs Agent's Name: Shelly L Tabaczynski
 Company Name: Josephs Properties Agent's Public ID: 221061
 Phone: 702-385-2474 Office Address: 5395 Polaris Ave
 Email: josephsproperties@lvcoxmail.com City, State, Zip: Las Vegas NV 89118
 Fax: 702-385-5275

BUYER 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. n/a is a licensed real estate agent in the State(s) of _____, and has the following interest, direct or indirect, in this transaction: Principal (Buyer) -OR- family or firm relationship with Buyer or ownership interest in Buyer (if Buyer is an entity): (specify relationship) _____

Seller must respond by: _____ (AM / PM) on (month) _____, (day) _____, (year) _____. Unless this Agreement is accepted, rejected or countered below and delivered to the Buyer's Broker before the above date and time, this offer shall lapse and be of no further force and effect.

Upon Acceptance, Buyer agrees to be bound by each provision of this Agreement, and all signed addenda, disclosures, and attachments.

[Signature] Juan Garcia 5/20/16 9 15 AM PM
 Buyer's Signature Buyer's Printed Name Date Time
[Signature] Karla Garcia 5/20/16 9 15 AM PM
 Buyer's Signature Buyer's Printed Name Date Time

Seller's Response

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

Seller's Broker: Adele Josephs Agent's Name: Shelly Tabaczynski
 Company Name: Josephs Properties Office Address: 5395 Polaris Ave
 Phone: 702-385-2474 City, State, Zip: Las Vegas NV 89118
 Email: adele@josephsproperties.com Fax: 702-385-5275

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. Adele Josephs Matthews is a licensed real estate agent in the State(s) of Nevada, and has the following interest, _____

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: Juan Garcia Karla Garcia BUYER(S) INITIALS: J.G. / K.G.
 Property Address: 907 Bedford Rd Las Vegas, NV 89107 SELLER(S) INITIALS: [Signature] / [Signature]

1 direct or indirect, in this transaction: Principal (Seller) -OR- family or firm relationship with Seller or ownership interest
2 in Seller (if Seller is an entity): (specify relationship) _____
3
4

5 **FIRPTA:** If applicable (as designated in the Seller's Response herein), Seller agrees to complete, sign, and deliver to
6 ESCROW HOLDER a certificate indicating whether Seller is a foreign person or a nonresident alien pursuant to the Foreign
7 Investment in Real Property Tax Act (FIRPTA). A foreign person is a nonresident alien individual; a foreign corporation not
8 treated as a domestic corporation; or a foreign partnership, trust or estate. A resident alien is not considered a foreign person
9 under FIRPTA. Additional information for determining status may be found at www.irs.gov. Buyer and Seller understand that
10 if Seller is a foreign person then the Buyer must withhold a tax in an amount to be determined by ESCROW HOLDER in
11 accordance with FIRPTA, unless an exemption applies. Seller agrees to sign and deliver to the ESCROW HOLDER the
12 necessary documents, to be provided by the ESCROW HOLDER, to determine if withholding is required. (See 26 USC
13 Section 1445).
14

15 **FIRPTA DECLARATION:** Pursuant to Section S.E. herein, Seller declares that he/she

16 is not -OR-

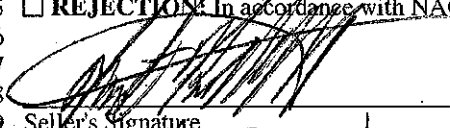
17 is a foreign person therefore subjecting this transaction to FIRPTA withholding.

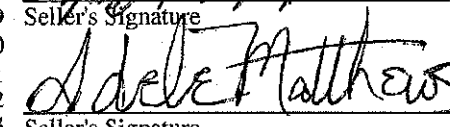
SELLER(S) INITIALS: _____ / _____

20 **ACCEPTANCE:** Seller(s) acknowledges that he/she accepts and agrees to be bound by each provision of this Agreement, and
21 all signed addenda, disclosures, and attachments.
22

23 **COUNTER OFFER:** Seller accepts the terms of this Agreement subject to the attached Counter Offer #1.
24

25 **REJECTION:** In accordance with NAC 645.632, Seller hereby informs Buyer the offer presented herein is not accepted.
26

27
28  _____ Robert Matthews _____ 5/20/16 3:00 AM PM
29 Seller's Signature Seller's Printed Name Date Time

30
31  _____ Adele Matthews _____ 5/20/16 3:00 AM PM
32 Seller's Signature Seller's Printed Name Date Time
33

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: Juan Garcia Karla Garcia BUYER(S) INITIALS: J.G. / K.G.

Property Address: 907 Bedford Rd Las Vegas, NV 89107 SELLER(S) INITIALS: [Handwritten] [Handwritten]

Rev. 05/14

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Page 12 of 12

**ADDENDUM NO. 1
TO PURCHASE AGREEMENT**



In reference to the Purchase Agreement executed by Juan Garcia And Karla Garcia as Buyer(s) and Robert Matthews as Seller(s), dated Adele Matthews covering the real property at 907 Bedford Rd Las Vegas, NV 89107

, the Buyer Seller hereby proposes that the Purchase Agreement be amended as follows:

Seller agrees to have \$4,000.00 withheld from proceeds at the close of escrow for the purpose of removing the old roof and installing a new roof. It is the Buyer's sole responsibility to choose the roofer and ensure the roofing job is completed correctly after close of escrow. Seller will not be held liable for the condition of the old roof or the quality of the new roofing job after the close of escrow.

ADDITIONAL PAGE(S) ATTACHED. This Addendum is not complete without the additional terms on the attached _____ page(s).

When executed by both parties, this Addendum is made an integral part of the aforementioned Purchase Agreement.

WHEN PROPERLY COMPLETED, THIS IS A BINDING CONTRACT. IF YOU DO NOT FULLY UNDERSTAND ITS CONTENTS, YOU SHOULD SEEK COMPETENT LEGAL COUNSEL BEFORE SIGNING.

Robert Matthews 3/20/16
 Buyer Seller **Robert Matthews** Date

Adele Matthews 3:00 pm
 Buyer Seller **Adele Matthews** Time

Acceptance: *Juan Garcia* 5/20/16
 Buyer Seller **Juan Garcia, Karla Garcia** Date

Armando Garcia Galville 7:15 AM
 Buyer Seller **Armando Garcia Galville** Time

Prepared by: Shelly Tabaczynski 702-385-2474
Agent's Printed Name Phone

Addendum to Purchase Agreement 9/12 © 2012 Greater Las Vegas Association of REALTORS®

DUTIES OWED BY A NEVADA REAL ESTATE LICENSEE

This form does not constitute a contract for services nor an agreement to pay compensation.

In Nevada, a real estate licensee is required to provide a form setting forth the duties owed by the licensee to:

- a) Each party for whom the licensee is acting as an agent in the real estate transaction, and
- b) Each unrepresented party to the real estate transaction, if any.

Licensee: The licensee in the real estate transaction is <u>Adele Josepchs</u>	
whose license number is <u>B.0005392</u> . The licensee is acting for [client's name(s)] <u>Robert Matthews</u>	<u>Adele Matthews</u> who is/are the <input checked="" type="checkbox"/> Seller/Landlord; <input type="checkbox"/> Buyer/Tenant.
Broker: The broker is <u>Adele Josepchs</u> , whose company is <u>Josepchs Properties</u>	

Licensee's Duties Owed to All Parties:

A Nevada real estate licensee shall:

1. Not deal with any party to a real estate transaction in a manner which is deceitful, fraudulent or dishonest.
2. Exercise reasonable skill and care with respect to all parties to the real estate transaction.
3. Disclose to each party to the real estate transaction as soon as practicable:
 - a. Any material and relevant facts, data or information which licensee knows, or with reasonable care and diligence the licensee should know, about the property.
 - b. Each source from which licensee will receive compensation.
4. Abide by all other duties, responsibilities and obligations required of the licensee in law or regulations.

Licensee's Duties Owed to the Client:

A Nevada real estate licensee shall:




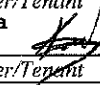
1. Exercise reasonable skill and care to carry out the terms of the brokerage agreement and the licensee's duties in the brokerage agreement;
2. Not disclose, except to the licensee's broker, confidential information relating to a client for 1 year after the revocation or termination of the brokerage agreement, unless licensee is required to do so by court order or the client gives written permission;
3. Seek a sale, purchase, option, rental or lease of real property at the price and terms stated in the brokerage agreement or at a price acceptable to the client;
4. Present all offers made to, or by the client as soon as practicable, unless the client chooses to waive the duty of the licensee to present all offers and signs a waiver of the duty on a form prescribed by the Division;
5. Disclose to the client material facts of which the licensee has knowledge concerning the real estate transaction;
6. Advise the client to obtain advice from an expert relating to matters which are beyond the expertise of the licensee; and
7. Account to the client for all money and property the licensee receives in which the client may have an interest.

Duties Owed By a broker who assigns different licensees affiliated with the brokerage to separate parties.

Each licensee shall not disclose, except to the real estate broker, confidential information relating to client.

Licensee Acting for Both Parties:

You understand that the licensee (Client Initials) may or (Client Initials) may not, in the future act for two or more parties who have interests adverse to each other. In acting for these parties, the licensee has a conflict of interest. Before a licensee may act for two or more parties, the licensee must give you a "Consent to Act" form to sign.

I/We acknowledge receipt of a copy of this list of licensee duties, and have read and understand this disclosure.					
	<u>5/20/16</u>	<u>3pm</u>		<u>5/20/16</u>	<u>7:15am</u>
Seller/Landlord Robert Matthews	Date	Time	Buyer/Tenant Juan Garcia	Date	Time
	<u>5/20/16</u>	<u>3pm</u>		<u>5/20/16</u>	<u>7:15am</u>
Seller/Landlord Adele Matthews	Date	Time	Buyer/Tenant Karla Garcia	Date	Time

DUTIES OWED BY A NEVADA REAL ESTATE LICENSEE

This form does not constitute a contract for services nor an agreement to pay compensation.

In Nevada, a real estate licensee is required to provide a form setting forth the duties owed by the licensee to:

- a) Each party for whom the licensee is acting as an agent in the real estate transaction, and
- b) Each unrepresented party to the real estate transaction, if any.

Licensee: The licensee in the real estate transaction is Shelly Tabaczynski
 whose license number is S.0075910. The licensee is acting for [client's name(s)] Juan Garcia
Karla Garcia who is/are the Seller/Landlord; Buyer/Tenant.
 Broker: The broker is Adele Josephs, whose
 company is Josephs Properties.

Licensee's Duties Owed to All Parties:

A Nevada real estate licensee shall:

1. Not deal with any party to a real estate transaction in a manner which is deceitful, fraudulent or dishonest.
2. Exercise reasonable skill and care with respect to all parties to the real estate transaction.
3. Disclose to each party to the real estate transaction as soon as practicable:
 - a. Any material and relevant facts, data or information which licensee knows, or with reasonable care and diligence the licensee should know, about the property.
 - b. Each source from which licensee will receive compensation.
4. Abide by all other duties, responsibilities and obligations required of the licensee in law or regulations.

Licensee's Duties Owed to the Client:

A Nevada real estate licensee shall:

1. Exercise reasonable skill and care to carry out the terms of the brokerage agreement and the licensee's duties in the brokerage agreement;
2. Not disclose, except to the licensee's broker, confidential information relating to a client for 1 year after the revocation or termination of the brokerage agreement, unless licensee is required to do so by court order or the client gives written permission;
3. Seek a sale, purchase, option, rental or lease of real property at the price and terms stated in the brokerage agreement or at a price acceptable to the client;
4. Present all offers made to, or by the client as soon as practicable, unless the client chooses to waive the duty of the licensee to present all offers and signs a waiver of the duty on a form prescribed by the Division;
5. Disclose to the client material facts of which the licensee has knowledge concerning the real estate transaction;
6. Advise the client to obtain advice from an expert relating to matters which are beyond the expertise of the licensee; and
7. Account to the client for all money and property the licensee receives in which the client may have an interest.

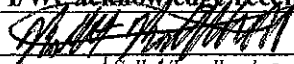
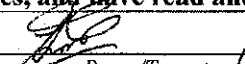


Duties Owed By a broker who assigns different licensees affiliated with the brokerage to separate parties.

Each licensee shall not disclose, except to the real estate broker, confidential information relating to client.

Licensee Acting for Both Parties:

You understand that the licensee (Client Initials) may or (Client Initials) may not,

in the future act for two or more parties who have interests adverse to each other. In acting for these parties, the licensee has a conflict of interest. Before a licensee may act for two or more parties, the licensee must give you a "Consent to Act" form to sign.

I/We acknowledge receipt of a copy of this list of licensee duties, and have read and understand this disclosure.					
	<u>5/20/16</u>	<u>3:10pm</u>		<u>5/20/16</u>	<u>7:15am</u>
<u>Robert Matthews</u>	Date	Time	<u>Juan Garcia</u>	Date	Time
	<u>5/20/16</u>	<u>3:10 pm</u>		<u>5/20/16</u>	<u>7:15 AM</u>
<u>Adele Matthews</u>	Date	Time	<u>Karla Garcia</u>	Date	Time



**ADDENDUM NO. 2
TO PURCHASE AGREEMENT**

In reference to the Purchase Agreement executed by Juan Garcia
Karla Garcia as Buyer(s) and Robert Matthews
Adele Matthews as Seller(s), dated 5/20/2016
covering the real property at 907 Bedford Rd Las Vegas, NV 89107 Las Vegas
, the Buyer Seller hereby proposes that the Purchase

Agreement be amended as follows:

Please cancel Addendum #1 to Residential Purchase Agreement stating "Seller agrees to have \$4,000 withheld from proceeds at the close of escrow for the purpose of removing the old roof and installing a new roof". Instead, the roof will be replaced at the Sellers expense prior to the close of escrow.

ADDITIONAL PAGE(S) ATTACHED. This Addendum is not complete without the additional terms on the attached _____ page(s).

When executed by both parties, this Addendum is made an integral part of the aforementioned Purchase Agreement.

WHEN PROPERLY COMPLETED, THIS IS A BINDING CONTRACT. IF YOU DO NOT FULLY UNDERSTAND ITS CONTENTS, YOU SHOULD SEEK COMPETENT LEGAL COUNSEL BEFORE SIGNING.


 Buyer Seller Date 6/16/16

Adele Matthews
 Buyer Seller Time _____

Acceptance

 Buyer Seller Date 7/16/16


 Buyer Seller Time _____

Prepared by: Shelly Tabaczynski Phone 702-385-2474
Agent's Printed Name

Addendum to Purchase Agreement 9/12 © 2012 Greater Las Vegas Association of REALTORS®

ADDENDUM NO. 1 TO PURCHASE AGREEMENT



In reference to the Purchase Agreement executed by Juan Garcia
Karla Garcia as Buyer(s) and Matthews Family Trust
as Seller(s), dated 05/02/2016
covering the real property at 907 Bedford Rd Las Vegas, NV 89107 Las Vegas
Juan and Karla Garcia, the Buyer Seller hereby proposes that the Purchase
Agreement be amended as follows:
**The buyer requests the \$100 earnest money deposit be refunded to them at
close of escrow.**

ADDITIONAL PAGE(S) ATTACHED. This Addendum is not complete without the
additional terms on the attached _____ page(s).

When executed by both parties, this Addendum is made an integral part of the aforementioned
Purchase Agreement.

**WHEN PROPERLY COMPLETED, THIS IS A BINDING CONTRACT. IF YOU DO NOT
FULLY UNDERSTAND ITS CONTENTS, YOU SHOULD SEEK COMPETENT LEGAL
COUNSEL BEFORE SIGNING.**

[Signature] 10/20/16
 Buyer Seller Date

[Signature] 7:00 AM
 Buyer Seller Time

Acceptances:
Adele Matthews 10/19/16
 Buyer Seller Date

[Signature] 10/19/16
 Buyer Seller Time

Prepared by: Shelly Tabaczynski 702-385-2474
Agent's Printed Name Phone

Addendum to Purchase Agreement 9/12 © 2012 Greater Las Vegas Association of REALTORS®



ADDENDUM NO. 2
TO PURCHASE AGREEMENT

In reference to the Purchase Agreement executed by Juan Garcia
Karla Garcia as Buyer(s) and Robert Matthews
Adele Matthews as Seller(s), dated 5/20/2016
covering the real property at 907 Bedford Rd Las Vegas, NV 89107 Las Vegas
the Buyer Seller hereby proposes that the Purchase

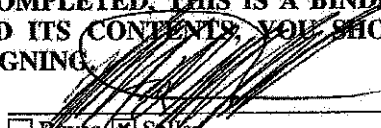
Agreement be amended as follows:

Please cancel Addendum #1 to Residential Purchase Agreement stating "Seller agrees to have \$4,000 withheld from proceeds at the close of escrow for the purpose of removing the old roof and installing a new roof". Instead, the roof will be replaced at the Sellers expense prior to the close of escrow.

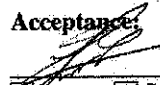
ADDITIONAL PAGE(S) ATTACHED. This Addendum is not complete without the additional terms on the attached _____ page(s).

When executed by both parties, this Addendum is made an integral part of the aforementioned Purchase Agreement.

WHEN PROPERLY COMPLETED, THIS IS A BINDING CONTRACT. IF YOU DO NOT FULLY UNDERSTAND ITS CONTENTS, YOU SHOULD SEEK COMPETENT LEGAL COUNSEL BEFORE SIGNING.


 Buyer Seller Date 6/16/16

Adele Matthews
 Buyer Seller Time _____

Acceptance:

 Buyer Seller Date 7/16/16


 Buyer Seller Time _____

Prepared by: Shelly Tabaczynski 702-385-2474
Agent's Printed Name Phone

Addendum to Purchase Agreement 9/12 © 2012 Greater Las Vegas Association of REALTORS®

This form presented by Shelly L. Tabaczynski | Joseph Properties | 702-385-2474 | josephproperties@lvccmail.com

InstantNetFORAS

