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12 Attorneys for Debtor-in-Possession
13 Secured Assets Belvedere Tower, LLC

14 **UNITED STATES BANKRUPTCY COURT**
15 **FOR THE DISTRICT OF NEVADA**

16 In re:

17 SECURED ASSETS BELVEDERE
18 TOWER, LLC, a Nevada limited liability
19 company,

20 Debtor.

Case No.: BK-N-16-51162-GWZ

Chapter 11 Case

**MOTION TO SELL CERTAIN
CONDOMINIUM UNITS LOCATED AT
450 N. ARLINGTON STREET, RENO
NEVADA; AND**

**APPLICATION TO EMPLOY DICKSON
REALTY – CAUGHLIN AND FOR
APPROVAL OF COMPENSATION**

Hearing Date: OST PENDING

Hearing Time: OST PENDING

21
22
23 Secured Assets Belvedere Towers, LLC, Debtor and Debtor in Possession in the above-
24 captioned Chapter 11 case (“Debtor” or “SABT”), by and through its counsel, Cecilia Lee, Esq.
25 and Elizabeth High, Esq., Davis Graham & Stubbs LLP, hereby asks the Court to enter an order
26 that: (1) the Debtor is authorized to sell two condominium units, Unit 914 and Unit 505, located
27 within The Belvedere, 450 N. Arlington Ave., Reno, Nevada, 89503 (the “Property”), free and
28 clear of any liens, claims and encumbrances with liens to attach to proceeds of sale in the order

1 of priority and all proceeds to be held in Debtor's attorneys' client trust account pending further
 2 order of this Court; (2) the Proposed Buyers are good faith purchasers pursuant to §363(m); (3)
 3 the order is not stayed pursuant to Bankruptcy Rule 6004(h); (4) Dickson Realty – Caughlin is
 4 employed for purposes of the sales of Unit 914 and Unit 505; and (5) Dickson Realty – Caughlin
 5 may be paid a commission of six percent (6%) of the gross sales price of each sale directly from
 6 escrow without the necessity of filing a separate fee application and that other customary and
 7 ordinary costs of sale of each unit may be paid upon successful closing.

8 In support of this Sale Motion and Application to Employ, the Debtor submits the
 9 following memorandum of points and authorities; the attached exhibits; the Declaration of W.
 10 Gregory Smith in Support of Motion to Sell Certain Condominium Units Located At 450 N.
 11 Arlington Ave., Reno, Nevada; and Application to Employ Dickson – Caughlin and for Approval
 12 of Compensation; the Declaration of Mandie Jensen in Support of Motion to Sell Certain
 13 Condominium Units Located At 450 N. Arlington Ave., Reno, Nevada; and Application to
 14 Employ Dickson – Caughlin and for Approval of Compensation and the papers and pleadings on
 15 file in this case, of which the Debtor asks this court to take judicial notice. Fed. R. Evid. 201.

16 I. STATEMENT OF FACTS

17 1. On September 19, 2016, SABT filed a voluntary petition for relief under Chapter
 18 11 of the Bankruptcy Code. Docket No. 1.

19 2. In Schedule A, SABT disclosed an interest in approximately 120 condominium
 20 units located in the real property located at 450 N. Arlington Ave., Reno, Nevada, commonly
 21 known as The Belvedere. Id.

22 3. The Debtor listed its interest in the Property at \$18,500,000.00 with an
 23 approximate secured claim against the Property in the amount of \$9,250,000. Id. As set forth in
 24 great detail in the Debtor's first day Motion Pursuant to 11 U.S.C. §§ 105(a) and 363(c) For
 25 Interim and Final Orders Authorizing the Debtor's Use of Cash Collateral, Docket No. 4, and the
 26 Declaration of M. Gregory Smith in support of Motion Pursuant to 11 U.S.C. §§ 105(a) and
 27 363(c) For Interim and Final Orders Authorizing the Debtor's Use of Cash Collateral, Docket

No. 5, Belvedere Debtor Holdings, LLC (“BDH”) is the secured creditor for the majority of the Debtor’s condominium units.

4. On May 16, 2012, SABT borrowed funds from GreenLake Real Estate Fund LLC (“Greenlake”), which was evidenced by a Promissory Note Secured by A Deed of Trust (the “Note”). Docket Nos. 4-5. The Note was secured by a First Priority Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing, also dated May 16, 2012 (“Deed of Trust”) for the benefit of Greenlake. Id. The Deed of Trust was recorded on May 18, 2012 as Document No. 4113965 with Official Records, Washoe County and included both Unit 914 and Unit 505. Id.

5. Thereafter, the Note and Deed of Trust were amended several times. Id.

6. In 2013, SABT and another entity, BTM, LLC (“BTM”), signed a Second Amended Promissory Note, dated June 26, 2013 evidencing that both SABT and BTM were co-borrowers on the entirety of the loan. Both SABT’s units and BTM’s units served as collateral for the entire amount of the Second Amended Deed of Trust. Id.

7. On or about December 17, 2014, Greenlake executed an Allonge and Assignment of the Note, the First Amended Note, Second Amended Note, and the Deed of Trust, First Amended Deed of Trust and Second Amended Deed of Trust (“Allonge and Assignment”) to Belvedere Debtor Holdings, LLC (“BDH”). Id. The Allonge and Assignment were recorded on October 8, 2105 as Document No. 4521530 with Official Records, Washoe County. Id.

The Sales Program

8. Prior to filing its Petition, the Debtor and BTM started a sales program targeted at selling condominium units at The Belvedere and engaged Dickson Realty, Inc., to handle sales and marketing of all condominium units located at the Property. Smith Declaration.

9. The Debtor and BTM worked with Dickson Realty to determine minimum listing prices for all of the units that make up BDH’s collateral (the “Pricing List”). Id. The prices in the Pricing List are based on various characteristics of each condominium unit, including location and size. Id.

10. Between April and September 16, 2016, the Debtor sold five condominium units to unaffiliated third-party buyers, as follows:

- a. Unit 508: \$118,500 on April 11; BDH paid \$109,742.26 in net sale proceeds;
- b. Unit 411: \$125,000 on June 6; BDH paid \$106,896.09 in net sale proceeds;
- c. Unit 1010: \$150,500 on July 15; BDH paid \$130,460.01 in net sale proceeds;
- d. Unit 811: \$141,500 on August 12; BDH paid \$129,535.11 in net sale proceeds;
- e. Unit 301: \$65,000 on September 16; BDH paid \$57,849.29 in net sale proceeds.¹

Smith Declaration. True and correct copies of the Settlement Statements for each of the five SBT units are attached hereto as Exhibit A.

11. The above five sales generated \$534,482.76 in net sale proceeds paid to directly to BDH from the sale of the Debtor's units. Id.

12. Additionally, unit 1408, which was owned by BTM, was sold to a third-party buyer on September 16, 2016 for \$159,500.00. The settlement statement reveals that BDH was paid \$143,786.13 in net sale proceeds. A true and correct copy of the BTM Settlement Statement is attached hereto as Exhibit B.

13. In sum, BDH has received \$678,268.89 since April 2016 towards its Note and Deed of Trust. Ex. A; Ex. B; Smith Declaration.

The Exclusive Right To Sell Contract with Dickson Realty – Caughlin

14. On September 7, 2016, the Debtor signed a renewal of a six month Exclusive Right to Sell Contract with Mandie Jensen of Dickson Realty – Caughlin for the sale of condominium units at the Property. Smith Declaration. A copy of the Exclusive Right to Sell Contract pertaining to the sale of Unit 914 at the Property, APN 007-465-27, is attached hereto as Exhibit C (the “Unit 914 Listing Agreement”). A copy of the Exclusive Right to Sell Contract pertaining to the sale of Unit 505 at the Property, APN 007-463-21, is attached hereto as Exhibit

¹ Pursuant to a Judgment by Confession recorded in 2014 for the Debtor's past due attorneys' fees, Woodburn & Wedge has been paid a total of \$10,000 out of escrow. Ex. A.

1 D (the “Unit 505 Listing Agreement,” and with the Unit 914 Listing Agreement, collectively, the
2 “Listing Agreement”).

3 15. The Listing Agreement provides, subject to this Court’s approval, for a
4 commission of six (6) percent of the gross sales price of each Unit, which commission shall be
5 due and payable only upon the closing of an approved sale. Ex. C; Ex. D.

6 16. This commission rate is the customary rate charged by Ms. Jensen and Dickson
7 Realty. Jensen Declaration. Ms. Jensen has been a real estate agent since 2003 and has thirteen
8 years of experience marketing residential real estate and land in the Northern Nevada Area. Id.

9 Proposed Sales

10 The Debtor is requesting approval for two sales, as follows:

11 Unit 914

12 17. On April 28 2016, Ms. Jensen listed Unit 914 for sale on the Multiple Listing
13 Service (“MLS”) with a listing price of \$92,000.00. Jensen Declaration.

14 18. On October 3, 2016, the Debtor finalized an agreement to sell Unit 914 to Joe and
15 Kathryn Nazar (the “Unit 914 Proposed Buyers”) for \$85,000.00. A copy of the Residential
16 Offer and Acceptance Agreement (“Unit 914 Purchase Agreement”) outlining the specific terms
17 of the proposed sale is attached hereto as Exhibit E. The terms are:

- 18 a. The offer is an all cash offer that is not contingent on an appraisal;
- 19 b. The Debtor shall pay all title costs and transfer taxes but the Debtor and the
20 Proposed Buyers shall share equally in escrow costs;
- 21 c. The Proposed Buyers must verify available cash and submit the \$1,000
22 deposit;
- 23 d. The sale shall close by October 17, 2016 or as soon as possible after Court
24 approval;
- 25 e. The sale is subject to (i) Court approval and (ii) possible overbid pursuant to
26 bidding procedures as set forth in this Sale Motion; and
- 27 f. A commission of six percent of the total purchase price shall be paid to the
28 brokers from the proceeds of the sale.

1 Jensen Declaration.²

2 19. The Proposed Buyers are not affiliated with the Debtor. Smith Declaration.

3 20. The proposed sale price for Unit 914 is reasonably within or not materially less
4 than the parameters set by the Debtor and BTM in the Pricing List. Id.

5 **Unit 505**

6 21. Ms. Jensen was approached by a realtor working on behalf of potential buyers
7 who were seeking a unit at The Belvedere in a particular price range and location within The
8 Belvedere. Jensen Declaration.

9 22. As a result, on September 23, 2016, Ms. Jensen listed Unit 505 for sale on the
10 MLS with a listing price of \$130,000.00. Id. On October 7, 2016, the Debtor received an offer to
11 purchase Unit 505 for \$120,000.00. Id. On October 8, 2016, the Debtor finalized an agreement
12 to sell Unit 505 to Xiaodong Sun and Lietai Yang (the "Unit 505 Proposed Buyers") for
13 \$129,000.00, with the Debtor to provide a \$4,500 credit towards recurring and non-recurring
14 closing costs and/or HOA dues. A copy of the Residential Offer and Acceptance Agreement
15 ("Unit 505 Purchase Agreement") outlining the specific terms of the proposed sale is attached
16 hereto as Exhibit F. The terms are:

- 17 a. The offer is an all cash offer that is not contingent on an appraisal;
- 18 b. The Debtor and the Proposed Buyers shall share equally the escrow, transfer
- 19 tax and title costs;
- 20 c. The Proposed Buyers must verify available cash and submit the \$1,000
- 21 deposit;
- 22 d. The sale shall close by October 20, 2016 or as soon as possible after Court
- 23 approval;
- 24 e. The sale is subject to (i) Court approval and (ii) possible overbid pursuant to
- 25 bidding procedures as set forth in this Sale Motion; and
- 26

27 _____

28 ² The Preliminary Title Report for Unit 914 is not yet available. The Debtor will supplement this Motion with the Report as soon as it is available.

- f. A commission of six percent of the total purchase price shall be paid to the brokers from the proceeds of the sale.

Jensen Declaration.

23. A copy of the Preliminary Title Report for Unit 505 is attached hereto as Exhibit G.

24. The Proposed Buyers are not affiliated with the Debtor. Smith Declaration.

25. The proposed sale price for Unit 505 is reasonably within or not materially less than the parameters set by the Debtor and BTM in the Pricing List. Id.

Common Sale Terms Applicable to Both Sales

26. Both the Unit 914 and the Unit 505 Proposed Buyers have provided verification of available funds for purchase to Ms. Jensen. Jensen Declaration.

27. In the event that the Court approves the proposed sale, the deposit will be applied towards the purchase price for each unit. Ex. E; Ex. F. In the event that the Proposed Buyers are approved as purchasers at the Sale Hearing but fail to close the transaction (other than as a result of a breach by the Debtor of its obligations under the Purchase Agreement), the deposit will not be returned to the Proposed Buyers, but rather will become property of the bankruptcy estate, and the Proposed Buyers will have no claims against the estate or its assets. Id. The deposit is refundable in the event the Proposed Buyers are overbid or the Court denies the sale. Id.

Marketing the Property

28. Both condominium units have been exposed to the market through numerous channels, all of which Ms. Jensen considers appropriate, as follows:

- a. The properties were listed in the Northern Nevada Reno MLS;
- b. The properties have been featured regularly in Homes & Land magazine as well as on the Homes & Land website;
- c. The properties have been featured in flyers sent to every licensed salesperson employed by Dickson Realty;
- d. The properties have been featured on numerous syndicated websites including but not limited to Zillow, Yahoo Real Estate and Trulia.

- 1 e. The properties have been featured on social media platforms, including but
2 not limited to the Listingbook.com application.

3 Jensen Declaration.

4 **Payment of Lien**

5 29. By virtue of the above listed Deed of Trust and Allonge and Assignment, BDH
6 has a first priority security interest in Unit 914 and Unit 505.

7 30. By virtue of a Judgment by Confession recorded in 2014 by Woodburn & Wedge
8 for past due attorneys' fees, Woodburn & Wedge has a second priority security interest in Unit
9 914 and Unit 505.

10 31. The Debtor requests that this Court approve the sale free and clear of all liens,
11 claims and encumbrances, with all liens to attach to the proceeds of sale, which shall be set aside
12 in Debtor's counsel's client trust account until further order of this Court.

13 **Notice of Sale Motion**

14 32. The Notice of Sale Motion has been served on all creditors of the bankruptcy
15 estate, the Internal Revenue Service; the holders of the lien claims described above and as set
16 forth in the Preliminary Title Reports; and the United States Trustee.

17 **Bidding Procedures**

18 With this Sale Motion, the Debtor respectfully requests that the Court approve the
19 following overbid procedures for use in conducting the sale. Collectively, the procedures
20 outlined in this section may be referred to as the "Bidding Procedures."

21 33. **Pre-Qualification.** Any person may qualify as a bidder. In order to become a
22 "Qualified Bidder," an interested bidder must, one day prior to the start of the Sale Hearing,
23 deliver to Ms. Jensen a loan commitment letter in form, on terms, and from a lender satisfactory
24 to the Debtor sufficient to pay the balance of purchase price for property or produce a
25 certification from a bank or similar financial institution of available funds to close in form
26 satisfactory to the Debtor sufficient to close the sale.

27 34. **Bidding at the Sale Hearing.** A hearing will be conducted on _____,
28 **2016 at .m. Pacific Standard Time** at the United States Bankruptcy Court for the

1 District of Nevada, 300 Booth Street, Fifth Floor, Courtroom 1, Reno, Nevada, 89509. In order
2 to bid at the Sale Hearing, a party must have qualified as a Qualified Bidder.

3 35. The Unit 914 Proposed Buyers' \$85,000 offering price will be the opening bid at
4 the auction and the sale is to be approved for an amount not less than \$85,000. The initial
5 overbid increment shall be at least \$5,000, resulting in a minimum \$90,000 or more purchase
6 price in the event of an overbid. Subsequent bids will be accepted in increments of \$1,000. The
7 final purchase price will be the highest qualified bid offered over the Opening Bid Price and
8 accepted at the auction.

9 36. The Unit 505 Proposed Buyers' \$129,000 offering price will be the opening bid at
10 the auction and the sale is to be approved for an amount not less than \$129,000. The initial
11 overbid increment shall be at least \$5,000, resulting in a minimum \$134,000 or more purchase
12 price in the event of an overbid. Subsequent bids will be accepted in increments of \$1,000. The
13 final purchase price will be the highest qualified bid offered over the Opening Bid Price and
14 accepted at the auction.

15 37. **Closing.** Closing shall take place as soon as possible after this Court's order
16 approving this Sale Motion is entered but no more than seven (7) days from the date of entry of a
17 final order approving the sale to close the transaction, including paying the balance of the
18 purchase price and executing all necessary documents. Failure to close timely (other than as a
19 result of a breach by the Debtor of its obligations under each respective Purchase Agreements)
20 shall constitute a material breach of the respective Purchase Agreements, shall void any rights
21 such Bidder may have had against the bankruptcy estate or any of its assets, including against the
22 Property, and shall permit the Debtor to re-market the Property and sell it to a third party.

23 III. **LEGAL DISCUSSION**

24 A. **Motion to Sell Property Free and Clear of Liens, Claims and Encumbrances**

25 1. **The Court Should Approve The Sale Pursuant to 11 U.S.C. §363**

26 A debtor in possession has all the same "rights ... and powers, and shall perform all the
27 functions and duties, except the duties specified in sections 1106(a)(2), (3), and (4) of this title,
28 of a trustee serving in a case under this chapter." 11 U.S.C.A. § 1107(a). Section 363(b) of the

1 Bankruptcy Code provides that “[t]he trustee, after notice and a hearing, may use, sell, or lease,
 2 other than in the ordinary course of business, property of the estate.” 11 U.S.C. §363(b). The
 3 standard for approval of a sale of property of the estate under Section 363 is whether there exists
 4 some articulated business justification for the proposed transaction, and whether the sale is in the
 5 best interests of the debtor, creditors and equity holders. Walter v. Sunwest Bank, 83 B.R. 14, 19
 6 (9th Cir. BAP 1988) (quoting Institutional Creditors of Continental Airlines, Inc., 780 F.2d 1223,
 7 1226 (5th Cir. 1986). In making such a determination, courts may look to the following factors,
 8 not all of which are relevant here:

- 9 1. Has the debtor articulated a business justification for the
 10 request;
- 11 2. Is it good business judgment for the debtor to enter into the
 12 proposed transaction;
- 13 3. Will the proposed transaction further the diverse interests
 14 of the debtor, creditors and equity holders alike;
- 15 4. Is the asset increasing or decreasing in value;
- 16 5. Does the proposed transaction specify terms for adoption of
 17 the reorganization plan (as in Braniff); and
- 18 6. Will approval of the proposed transaction effectuate a *de*
 19 *facto* reorganization in such a “fundamental fashion” as to
 20 render creditors’ rights under the other provisions of
 21 chapter 11 meaningless.

22 In re Work Recovery, 202 B.R. 301, 304 (Bankr. D. Ariz. 1996); In re Wilde Horse Enterprises,
 23 Inc., 136 B.R. 830, 841 (Bankr. C.D. Cal. 1991) (“In any sale of estate assets, the ultimate
 24 purpose is to obtain the highest price for the property sold.”).

25 Further, according to 11 U.S.C. §363(f),

26 [t]he trustee may sell property under subsection (b) or (c) of this
 27 section free and clear of any interest in such property of an entity
 28 other than the estate, only if –

- (1) applicable nonbankruptcy law permits sale of such
 property free and clear of such interest;
- (2) such entity consents;

(3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;

(4) such interest is in bona fide dispute; or

(5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

Rule 6004(f) of the Federal Rules of Bankruptcy Procedure provides that “[a]ll sales not in the ordinary course of business may be by private sale or by public auction.” Fed. R. Bankr. Pro. 6004(f)(1). A trustee has broad discretion in determining the manner of sale, including whether to sell property by public or private sale. In re Canyon Partnership, 55 B.R. 520, 524 (Bankr. S.D. Cal. 1986); In re Frezzo, 217 B.R. 985, 989 (Bankr. M.D. Penn. 1988). Rule 2002(c)(1) of the Federal Rules of Bankruptcy Procedure provides that “[n]otice of a proposed use, sale or lease of property shall include the time and place of any public sale, the terms and conditions of any private sale and the time fixed for filing objections.”

SABT believes that significant business justification exists for the two proposed sales. Prior to filing its Petition, the Debtor and BTM started a sales program targeted at selling condominium units at The Belvedere. Smith Declaration. SABT worked with Dickson Realty and BTM to determine proper listing prices for all of the units that make up BDH’s collateral. Id. The proposed sale prices for Unit 914 and Unit 505 are reasonably within or not materially less than those parameters. Id. Notably, the timing of these sales is certainly appropriate given that the Northern Nevada residential real estate market has rebounded in the past two years and prices are currently stable. Jensen Declaration. Both proposed sales are to third party buyers who are unaffiliated with the Debtor. Smith Declaration. Both sales are all cash offers and the Buyers’ ability to close has been verified. Jensen Declaration. There are no contingencies for either sale and the sales will be “as is, where is,” without warranties and not subject to an appraisal.

Further, the Debtor owns approximately 120 condominium units; thus, the sale of two units does not constitute a *de facto* reorganization. The sales program, combined with the

1 ongoing leasing program whereby SABB's units are rented to third parties, will form the basis
2 for SABB's chapter 11 plan of reorganization. Id. Allowing these sales to proceed will further
3 the interests of the estate by generating proceeds that the Debtor may eventually use to propose a
4 chapter 11 plan and pay creditors.

5 The Secured Creditor, BDH, has admitted that it is oversecured. Docket No. 33, p. 2.
6 Moreover, and significantly, since April 2016 BDH has received \$534,482.76 in sale proceeds
7 from the sale of the Debtor's units. Ex. A; Smith Declaration. Moreover, BDH was paid an
8 additional \$143,786.13 on September 16, 2016, from the sale of a BTM unit. Ex. B. In total,
9 BDH has been paid \$678,268.89 on its Note since April 2016. Ex. A; Ex. B; Smith Declaration.
10 Given that BDH is admittedly oversecured and has received nearly \$700,000 over the past six
11 months, the Debtor believes that proceeding with these sales and setting aside the proceeds for
12 further determination, with liens to attach to the proceeds in the order of priority, will not cause
13 any harm to BDH.

14 Proper notice of the sale has been given. In addition to the general marketing described
15 herein and in the Jensen Declaration, notice of these proposed sales is being mailed to all
16 creditors and known parties in interest. The Debtor believes that such notice is sufficient to
17 allow any interested overbidders the opportunity to participate at the hearing. The Debtor does
18 not believe that additional marketing efforts (and their attendant costs) would be in the best
19 interests of creditors, as the Debtor does not believe that such efforts and costs would realize
20 greater value for either Unit.

21 Based on the foregoing, the Debtor respectfully submits that it has adequately articulated
22 a business justification for the proposed sales and that the sale is in the best interests of the estate
23 and its creditors. The Debtor requests that the Court approve the sale free and clear of all liens,
24 claims and encumbrances, with all liens to attach to proceeds of sale and to retain their order of
25 priority, which shall be held in the Debtor's attorneys' client trust account pending further order
26 of this Court.

27 //

28 ///

1 **2. The Court Should Find That The Proposed Buyers Are Good Faith**
 2 **Purchasers**

3 The Debtor additionally requests that the Court make a finding that: (1) Joe & Kathryn
 4 Nazar; (2) and Xiaodong Sun and Lietai Yang are good faith purchasers pursuant to 11 U.S.C.
 5 §363(m), which provides:

6 [t]he reversal or modification on appeal of an authorization under
 7 subsection (b) or (c) of this section of a sale or lease of property
 8 does not affect the validity of a sale or lease under such
 9 authorization to an entity that purchased or leased such property in
 10 good faith, whether or not such entity knew of the pendency of the
 11 appeal, unless such authorization and such sale or lease were
 12 stayed pending appeal.

13 The Bankruptcy Code does not define “good faith purchaser.” However, the Ninth Circuit
 14 Bankruptcy Appellate Panel has defined a “good faith purchaser” as one who buys “in good
 15 faith” and “for value.” In re M Capital Corp., 290 B.R. 743, 746-47 (9th Cir. BAP 2003). As a
 16 corollary, lack of good faith is found when there is “fraud, collusion between the purchaser and
 17 other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders.” Id.
 18 Lack of good faith is, thus, determined by fraudulent conduct during the sale proceedings. In re
 19 Exennium, 715 F.2d 1401, 1404-05 (9th Cir. 1983); In re Thomas, 287 B.R. 782, 785-86 (9th
 20 Cir. BAP 2002).

21 Here, the sales are to third-parties who are unaffiliated with the Debtor. Smith
 22 Declaration. The Debtor is unaware of any fraudulent conduct or other unfair conduct that might
 23 mire the sale by the estate to either the Unit 914 Proposed Buyers or the Unit 505 Proposed
 24 Buyers. Id. The Debtor requests a finding that the (1) Joe & Kathryn Nazar; (2) and Xiaodong
 25 Sun and Lietai Yang are good faith purchasers pursuant to §363(m).

26 **3. Waiver of Stay Pursuant To Rule 6004(h)**

27 The Debtor also asks this Court to order that the proposed sales are not stayed pursuant to
 28 Fed. R. Bankr. Pro. 6004(h). Rule 6004(h) provides that “[a]n order authorizing the use, sale or
 lease of property other than cash collateral is stayed until the expiration of 14 days after entry of
 the order, unless the court orders otherwise.”

1 The Debtor respectfully requests that the Court waive the provisions of this rule, and
 2 provide that any order entered on the Sale Motion take effect immediately upon entry. Good
 3 cause exists for doing so. Both the Unit 914 Proposed Buyers and the Unit 505 Proposed Buyers
 4 desire to close their transactions by October 17, 2016 and October 20, 2016, respectively, a
 5 request made more difficult by the fact of the present bankruptcy case. Jensen Declaration. The
 6 Debtor believes that closing as soon as possible after approval of each respective sale is
 7 commensurate with the desire of the Proposed Buyers and, therefore, is in the best interests of
 8 creditors and the estate. In sum, the order approving this Motion should not be stayed so that the
 9 Debtor may effectuate it and immediately collect funds.

10 **4. Compliance with Local Rule 6004(b)**

11 The requirements of Local Rule 6004(b) are addressed below:

12 (1) A copy of the proposed purchase agreement, or a form of such agreement
 13 substantially similar to the one the debtor reasonably believes it will execute in
 14 connection with the proposed sale. Debtor's Response: See Exhibit E and
Exhibit F hereto.

15 (2) A list of all lienholders with an interest in the property to be sold under the
 16 sale motion. Debtor's Response: The lienholders have been listed above.

17 (3) A copy of a proposed form of sale order. Debtor's Response: Debtor will
 18 comply with Local Rule 9021 in circulating and submitting an order after the
 hearing.

19 (4) A request, if necessary, for the appointment of a consumer privacy
 20 ombudsman under 11 U.S.C. § 332. Debtor's Response: Inapplicable.

21 (5) The sale motion must highlight material terms, and shall indicate the location
 22 of any such provision in the proposed form of order or purchase agreement.
Debtor's Response: Satisfied by the foregoing Motion.

23 (6) In any non-individual chapter 11 case, subsections (A) through (O) are
 24 presumptively material.

25 (A) If the proposed sale is to an insider, as defined in 11 U.S.C. § 101, the sale
 motion must:

26 (i) identify the insider; and

27 (ii) describe the insider's relationship to the debtor.
 28

1 Debtor's Response: Inapplicable.

2 (B) If a proposed buyer has discussed or entered into any agreements with
3 management or key employees regarding compensation or future
4 employment, the sale motion must disclose the material terms of any such
 agreements. Debtor's Response: Inapplicable.

5 (C) The sale motion must highlight any provisions pursuant to which an entity
6 is being released or claims against any entity are being waived or otherwise
 satisfied. Debtor's Response: Inapplicable.

7 (D) The sale motion must disclose whether an auction is contemplated, and
8 highlight any provision in which the debtor has agreed not to solicit
9 competing offers for the property subject to the sale motion or to otherwise
10 limit the marketing of the property. Debtor's Response: An auction is
11 anticipated (although the Debtor does not know yet whether any bidders other
 than the Proposed Buyers will appear at the sale hearing). There are no
 provisions prohibiting the Debtor from soliciting competing bids.

12 (E) The sale motion must highlight any deadlines for the closing of the
13 proposed sale or deadlines that are conditions to closing the proposed
14 transaction. Debtor's Response: As soon as possible but no more than seven
 (7) days from the date of entry of a final order approving the sale to close the
 transaction.

15 (F) The sale motion must highlight whether the proposed purchaser has
16 submitted or will be required to submit a good faith deposit and, if so, the
17 conditions under which the deposit may be forfeited. Debtor's Response: The
18 Purchase Agreements require \$1,000 deposits. In the event that the Proposed
19 Buyers are approved as purchasers at the Sale Hearing but fail to close the
20 transaction (other than as a result of a breach by the Debtor of its obligations
21 under the Purchase Agreement), the deposit will not be returned to the
 Proposed Buyers, but rather will become property of the bankruptcy estate,
 and the Proposed Buyers will have no claims against the estate or its assets.
 The deposit is refundable in the event the Proposed Buyers are overbid or the
 Court denies the sale.

22 (G) The sale motion must highlight any provision pursuant to which a debtor
23 is entering into any interim agreements or arrangements with the proposed
24 purchaser, such as interim management arrangements (which, if out of the
25 ordinary course, also must be subject to notice and a hearing under 11 U.S.C.
 § 363(b)), and the terms of the agreements. Debtor's Response: Inapplicable.

26 (H) The sale motion must highlight any provision pursuant to which a debtor
27 proposes to release sale proceeds on or after the closing without further court
28 order, or to provide for a definitive allocation of sale proceeds. Debtor's
 Response: All security interests and any other liens shall attach to the
 proceeds of sale of each respective unit in order of priority. The Debtor shall

1 deposit the net proceeds into undersigned counsel's client trust account. There
2 is no definitive allocation of sale proceeds and will not be such allocation until
3 further court order. The proceeds shall not be transferred without further
4 court order.

5 (I) The sale motion must highlight any provision seeking to have the sale
6 declared exempt from taxes under 11 U.S.C. § 1146(a), and the type of tax
7 (e.g., recording tax, stamp tax, use tax, or capital gains tax) for which the
8 exemption is sought. It is not sufficient to refer simply to "transfer" taxes and
9 the state or states in which the affected property is located. Debtor's
10 Response: Inapplicable.

11 (J) If the debtor proposes to sell substantially all of its assets, the sale motion
12 must highlight whether the debtor will retain, or have reasonable access to, its
13 books and records to enable it to administer its bankruptcy case. Debtor's
14 Response: Inapplicable.

15 (K) The sale motion must highlight any provision pursuant to which the
16 debtor seeks to sell or otherwise limit any rights to pursue avoidance claims
17 under chapter 5 of Title 11 of the United States Code. Debtor's Response:
18 Inapplicable.

19 (L) The sale motion must highlight any provision limiting the proposed
20 purchaser's successor liability. Debtor's Response: Inapplicable.

21 (M) The sale motion must highlight any provision by which the debtor seeks
22 to sell property free and clear of a possessory leasehold interest, license or
23 other right. Debtor's Response: the Debtor intends to sell Unit 914 and Unit
24 505 free and clear of all liens and encumbrances; however, all security
25 interests shall attach to the proceeds of sale in order of priority.

26 (N) The sale motion must highlight any terms with respect to credit bidding
27 pursuant to 11 U.S.C. § 363(k). Debtor's Response: Inapplicable.

28 (O) The sale motion must highlight any provision whereby the debtor seeks
relief from the fourteen (14) day stay imposed by Fed. R. Bankr. P. 6004(h).
Debtor's Response: Addressed in the foregoing Motion.

B. Application to Employ Dickson Realty and For Approval of Compensation

The Debtor also seeks an order granting this application to employ Dickson Realty –
Caughlin to act as the Debtor's property broker to sell Unit 914 and Unit 505 at the Property.³
The Debtor has chosen Mandie Jensen of Dickson Realty – Caughlin as its real estate agent

³ At this time, the Debtor's employment request is applicable solely to the sales of Unit 914 and Unit 505.

1 because she has substantial knowledge and experience in the sale of residential real property in
2 the Northern Nevada area. Jensen Declaration.

3 The terms of employment of Dickson Realty – Caughlin to which the Debtor has agreed,
4 subject to this Court's approval, are for a commission of six percent (6%) percent of the gross
5 sales price, as set forth more fully in the Listing Agreement. See Ex. C; Ex. D. These are
6 customary rates charged by Mandie Jensen of Dickson Realty – Caughlin and the Debtor
7 believes the fees to be reasonable and necessary. Jensen Declaration.

8 The appointment of Dickson Realty – Caughlin to represent the Debtor in the sales of
9 Unit 914 and Unit 505 is in the estate's best interests and would be the most efficient manner of
10 proceeding for the estate. To the best of the Debtor's knowledge, Mandie Jensen and Dickson
11 Realty – Caughlin do not represent an interest adverse to Debtor or its estate in the matters upon
12 which it is to be engaged and is a disinterested person as that term is defined in 11 U.S.C. §
13 101(14). Dickson Realty, Inc. is engaged to handle all of the sales and marketing of units.
14 Jensen Declaration. Dickson Commercial Group, Inc. has been the property manager for the
15 Debtor. Id. The two companies are related in that some of the owners (but not all) of Dickson
16 Realty are also owners in Dickson Commercial Group. Id. The Debtor does not believe these
17 connections affect Dickson Realty's disinterestedness.⁴

18 The Debtor further seeks approval from this Court to pay Dickson Realty – Caughlin
19 directly from escrow upon successful closing of the sale of Unit 914 and/or Unit 505, as
20 approved, without the necessity of filing a fee application.

21 Pursuant to the provisions contained in 11 U.S.C. §§ 327(a) and 1107(b), the Debtor
22 hereby applies to the Court to appoint Mandie Jensen and Dickson Realty – Caughlin as the
23 Debtor's agent for the sales of Unit 914 and Unit 505 and approve the payment of six (6) percent
24 commission from the gross sale proceeds upon close of escrow without the necessity of filing a
25

26 ⁴ The Debtor has not yet filed an application to employ Dickson Commercial Group, pending its
27 efforts with BTM to resolve the segregation of the joint checking account. If the Debtor
28 determines to proceed with Dickson Commercial Group as its property manager, the agreement
with the property manager is an executory contract and will be assumed. Dickson Commercial
Group is owed some fees pre-petition, which would have to be paid upon assumption as a cure.

1 fee application.

2 **III. CONCLUSION**

3 For all the foregoing reasons, the Debtor asks the Court to GRANT the Motion in its
4 entirety.

5 DATED this 17th day of October, 2016.

6 DAVIS GRAHAM & STUBBS LLP

7
8 /s/ Elizabeth High, Esq.
9 CECILIA LEE, ESQ.
ELIZABETH HIGH, ESQ.

EXHIBIT A



OMB No. 2502-0265

A. Settlement Statement (HUD-1)

B. Type of Loan

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input type="checkbox"/> Conv Unins	6. File Number 078461-MDD	7. Loan Number	8. Mortgage Ins Case Number
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv Ins.	6. <input type="checkbox"/> Seller Fin			
7. <input checked="" type="checkbox"/> Cash Sale.					

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower Kristin L. Joseph Revocable Trust 165 Oxbow Marina Drive Isleton, CA 95641	E. Name & Address of Seller Secured Assets Belvedere Tower 128 Windwalker Way Novato, CA 94945	F. Name & Address of Lender
G. Property Location 450 N. Arlington #508 Reno, NV 89503	H. Settlement Agent Name Western Title Company, LLC 5390 Kletzke Ln, Suite 101 Reno, NV 89511 775-332-7100 Underwritten By: Westcor Place of Settlement Western Title Company Kletzke Office 5390 Kletzke Ln Suite 101 Reno, NV 89511	I. Settlement Date 4/11/2016 Fund:

J. Summary of Borrower's Transaction

100. Gross Amount Due from Borrower	
101. Contract sales price	
102. Personal property	
103. Settlement charges to borrower	
104.	
105.	
Adjustments for items paid by seller in advance	
106. County Property Taxes 04/11/16 06/30/16	
107. Sewer Use Fee 04/11/16 06/30/16	
108. HOA Dues 04/11/16 04/30/16	
109. Assessments	
110.	
111.	
112.	
113.	
114.	
115.	
116.	
120. Gross Amount Due From Borrower	
200. Amounts Paid By Or in Behalf Of Borrower	
201. Deposit or earnest money	
202. Principal amount of new loan(s)	
203. Existing loan(s) taken subject to	
204.	
205. Closing Funds	
206.	
207.	
208. Portion of Owner's Policy Paid by Seller	
209.	
Adjustments for items unpaid by seller	
210. County Property Taxes	
211. Sewer Use Fee	
212. HOA Dues	
213. Assessments	
214.	
215.	
216.	
217.	
218.	
219.	
220. Total Paid By/For Borrower	
300. Cash At Settlement From/To Borrower	
301. Gross Amount due from borrower (line 120)	
302. Less amounts paid by/for borrower (line 220)	
303. Cash To Borrower	

K. Summary of Seller's Transaction

400. Gross Amount Due to Seller	
401. Contract sales price	\$118,500.00
402. Personal property	
403.	
404.	
405.	
Adjustments for items paid by seller in advance	
406. County Property Taxes 04/11/16 06/30/16	\$73.39
407. Sewer Use Fee 04/11/16 06/30/16	\$97.77
408. HOA Dues 04/11/16 04/30/16	\$217.60
409. Assessments	
410.	
411.	
412.	
413.	
414.	
415.	
416.	
420. Gross Amount Due to Seller	\$118,888.76
500. Reductions in Amount Due to Seller	
501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	\$8,704.90
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage loan	\$109,742.26
505.	
506.	
507. (EMD \$1,000 Disbursed as Proceeds)	
508. Portion of Owner's Policy Paid by Seller	\$441.60
509.	
Adjustments for items unpaid by seller	
510. County Property Taxes	
511. Sewer Use Fee	
512. HOA Dues	
513. Assessments	
514.	
515.	
516.	
517.	
518.	
519.	
520. Total Reduction Amount Due Seller	\$118,888.76
600. Cash At Settlement To/From Seller	
601. Gross Amount due to seller (line 420)	\$118,888.76
602. Less reductions in amt. due seller (line 520)	\$118,888.76
603. Cash Seller	\$0.00

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

Settlement Charges

00. Total Real Estate Broker Fees	\$7,110.00	Paid From	Paid From
Division of Commission (line 700) as follows:		Borrower's	Seller's
01. \$3,555.00	to Dickson Realty	Funds at	Funds at
02. \$3,555.00	to Coldwell Banker Select Real Estate	Settlement	Settlement
03. Commission Paid at Settlement			\$7,110.00

100. Items Payable in Connection with Loan

101. Our origination charge	\$0.00	(from GFE #1)		
102. Your credit or charge (points) for the specific rate chosen	\$0.00	(from GFE #2)		
103. Your adjusted origination charges	to	(from GFE A)		
104. Appraisal Fee	to	(from GFE #3)		
105. Credit report	to	(from GFE #3)		
106. Tax service	to	(from GFE #3)		
107. Flood certification	to	(from GFE #3)		

100. Items Required by Lender To Be Paid In Advance

101. Daily interest charges from 4/11/2016 to 5/1/2016 @ \$0/day	(from GFE #10)		
102. Mortgage Insurance Premium for months	to	(from GFE #3)	
103. Homeowner's insurance for years	to	(from GFE #11)	

1000. Reserves Deposited With Lender

1001. Initial Deposit for your escrow account		(from GFE #9)		
1002. Homeowner's insurance	months @	per month		
1003. Mortgage insurance	months @	per month		
1004. County Property Taxes	months @	per month		
1005. Sewer Use Fee	months @	per month		
1006. HOA Dues	months @	per month		
1007. Assessments	months @	per month		
1008.	months @	per month		
1009.	0 months @			
1010.	0 months @			
1011. Aggregate Adjustment				

110. Title Charges

1101. Title services and lender's title insurance	to Western Title Company FEES	(from GFE #4)		
1102. Settlement or closing fee	to Western Title Company FEES	\$323.00		\$242.50
1103. Owner's title insurance	to Western Title Company FEES	(from GFE #5)		
1104. Lender's title insurance	to Western Title Company FEES	\$0.00		
1105. Lender's title policy limit \$	\$0.00/\$0.00			
1106. Owner's title policy limit \$	\$118,500.00/\$441,600			
1107. Agent's portion of the total title insurance premium	to Western Title Company FEES	\$397.44		
1108. Underwriter's portion of the total title insurance premium	to UW Westcoast Land Title	\$44.16		
1109. CPL Fee	to	(from GFE #4)		\$0.00
1110. Recording Processing/Verification Fee	to eTRCo	\$25.00 (from GFE #4)		\$0.00
1111. E-Recording Fee	to eTRCo	\$5.00 (from GFE #4)		\$10.00
1112. Wire Fee	to Western Title Company FEES	\$20.00 (from GFE #4)		\$0.00
1113. FedEx/Courier Fee	to Western Title Company FEES	\$40.00 (from GFE #4)		\$20.00
1114. E-mail Documents	to Western Title Company FEES	(from GFE #4)		\$0.00
1115. Reconveyance Tracking Fee	to Western Title Company FEES	(from GFE #4)		\$0.00
1116. Document preparation	to Western Title Company FEES	(from GFE #4)		\$50.00
1117. Reimburse for Court Order and Certified Copy Fee	to Western Title Company FEES			\$82.00

1200. Government Recording and Transfer Charges

1201. Government recording charges	(from GFE #7)		
1202. Deed \$19.00 ; Mortgage , Release \$0.00	to eTRCo		
1203. Transfer taxes	(from GFE #8)		
1204. City/County tax/stamps	Deed \$0.00 ; Mortgage \$0.00 to eTRCo		
1205. State tax/stamps	Deed \$485.85 ; Mortgage \$0.00 to eTRCo		\$242.92
1206. Record Order	to eTRCo		\$25.00

1300. Additional Settlement Charges

1301. Required services you can shop for	(from GFE #6)		
1302. Reimburse for HOA dues and demand	to Jeff Giesler		\$330.00
1303. Home Warranty - Conf #P91924	to Fidelity National Home Warranty		
1304. Notice of Exemption	to Air Quality Management Division		\$7.00
1305. HOA Account Setup Fee	to FirstService Residential		\$150.00
1306. Notary/Accom Signing Fee	to US Certified Signers		

Previous editions are obsolete

File No. 078461-MDD

307. Electric Invoice	to Complete Electric	POC (S) \$85.00		
308. HOA Advanced Assessments	to Belvedere Towers Owners Association			
309. HOA Dues	to Belvedere Towers Owners Association			\$326.40
310. Sewer Acct #1004684-001	to City Of Reno			\$109.08
400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)				\$8,704.90

POC (B) – Paid Outside of Closing by Borrower. POC (S) – Paid Outside of Closing by Seller. POC (L) – Paid Outside of Closing by Lender.

File No. 078461-MDD

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

Kristin L. Joseph Revocable Trust

Secured Assets Belvedere Tower

By Kristin L. Joseph

By Gregg Smith

SETTLEMENT AGENT CERTIFICATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

Settlement Agent	Date
Warning: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.	



WASHOE COUNTY RECORDER

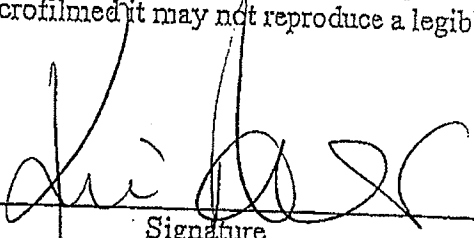
OFFICE OF THE RECORDER
LAWRENCE R. BURTNES, RECORDER

1001 E. NINTH STREET
POST OFFICE BOX 11130
RENO, NEVADA 89520-0027
PHONE (775) 328-3661
FAX (775) 325-8010


LEGIBILITY NOTICE

The Washoe County Recorder's Office has determined that the attached document may not be suitable for recording by the method used by the Recorder to preserve the Recorder's records. The customer was advised that copies reproduced from the recorded document would not be legible. However, the customer demanded that the document be recorded without delay as the parties rights may be adversely affected because of a delay in recording. Therefore, pursuant to NRS 247.120 (3), the County Recorder accepted the document conditionally, based on the undersigned's representation (1) that a suitable copy will be submitted at a later date (2) it is impossible or impracticable to submit a more suitable copy.

By my signing below, I acknowledge that I have been advised that once the document has been microfilmed it may not reproduce a legible copy.


Signature


Date


Printed Name

APN#: 007-463-18
RPTT: \$485.85

Recording Requested By:
Western Title Company
Escrow No.: 078461-MDD
When Recorded Mail To:
Kristin L. Joseph Revocable Trust
165 Oxbow Marina Drive
Isleton, CA 95641

Mail Tax Statements to: (deeds only)
Same as Above

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons.
(Per NRS 239B.030)

Signature

Print name

Title

Grant, Bargain, and Sale Deed

This page added to provide additional information required by NRS 111.312
(additional recording fee applies)

GRANT, BARGAIN AND SALE DEED

THIS INDENTURE WITNESSETH: That

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Secured Assets Belvedere Tower , LLC, a Nevada limited liability company

do(es) hereby GRANT(s) BARGAIN SELL and CONVEY to

Kristin L. Joseph as Trustee of the Kristin L. Joseph Revocable Trust

and to the heirs and assigns of such Grantee forever, all the following real property situated in the City of Reno, County of Washoe State of Nevada bounded and described as follows:

All that certain real property situate in the County of Washoe, State of Nevada, described as follows:

Parcel 1:

Unit N-5-8 of BELVEDERE TOWERS, A CONDOMINIUM SUBDIVISION-PHASE1, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on February 17, 2006, as Document No. 3350349, Tract Map No. 4606.

Parcel 2:

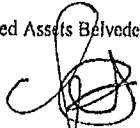
An undivided interest in the common elements as defined and set forth in the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for BELVEDERE TOWERS recorded February 17, 2006, as Document No. 3350351 of Official Records, and by First Amendment recorded February 16, 2007, as Document No. 3499188, Official Records.

TOGETHER with all tenements, hereditaments and appurtenances, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

Dated: 04/05/2016

Grant, Bargain and Sale Deed - Page 2

Secured Assets Belvedere Tower


By Gregg Smith

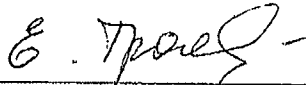
STATE OF California

COUNTY OF Marin

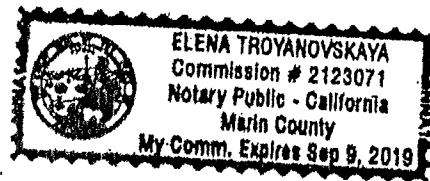
This instrument was acknowledged before me on

4-5-2016

By Gregg Smith.



Notary Public



Final Master Settlement Statement

Reliant Title
 5485 Kietzke Lane
 Reno, NV 89511
 Phone: 775-440-6333 Fax:

Certified Copy

Close of Escrow: 06/06/2016
Escrow officer/Closer: Lori Silva
Escrow Number: 202-1600283
Borrower: Frohar Bahirael and Emily Whiting
 Mammoth Lakes
Seller: Secured Assets Belvedere Tower, LLC, A Nevada Limited Liability Company
 450 N Arlington Ave #N411
 Reno, NV 89503
Property location: 450 N Arlington Ave #N411
 Reno, NV 89503

Seller		Borrower	
Debit	Credit	Debit	Credit
Financial Consideration			
	125,000.00	125,000.00	
			2,500.00
			243,500.00
Prorations/Adjustments			
	10.88	10.88	
	21.71	21.71	
Commissions			
3,750.00			
3,750.00			
Escrow/Title Charges			
		80.00	
		7.00	
315.00			
315.00			
		25.00	
100.00			
841.50			
Recording Charges			
18.00		120.00	
		512.50	
Payoffs			
106,896.09			
		106,941.17	
		106,896.09	
4,000.00			
		0.00	
		4,000.00	
HOA Charges			
		652.80	
		326.40	
		75.00	
Miscellaneous Debits/Credits			
40.00			
7.00		7.00	
		150.00	
5,000.00			5,000.00
125,032.59	125,032.59	126,988.29	251,000.00
		124,011.71	

Final Master Settlement Statement

Seller			Borrower	
Debit	Credit		Debit	Credit
125,032.59	125,032.59	TOTALS	251,000.00	251,000.00

DOC #4596220

06/06/2016 01:18:42 PM
Electronic Recording Requested By
RELIANT TITLE - NEVADA
Washoe County Recorder
Lawrence R. Burtness
Fee: \$18.00 RPTT: \$0
Page 1 of 2

APN No.: 007-463-03

Recording Requested By and Mail To:

Dane W. Anderson, Esq.
Woodburn and Wedge
P.O. Box 2311
Reno, NV 89505

RELEASE OF JUDGMENT LIEN AGAINST SPECIFIC PROPERTY

Woodburn and Wedge, judgment creditor under that certain Judgment By Confession entered by the court and filed on October 17, 2014, in favor of Woodburn and Wedge in the matter of Woodburn and Wedge, Chartered v. Secured Assets Belvedere Tower, LLC, Case No. CV14-02288, in the Second Judicial District Court of the State of Nevada, in and for the County of Washoe, against judgment debtor Secured Assets Belvedere Tower, LLC, without acknowledging the full satisfaction of any indebtedness of Secured Assets Belvedere Tower, LLC and without releasing its lien as to any other property owned by Secured Assets Belvedere Tower, LLC not specifically identified herein. This release applies to the lien created by the recording of the abstract of judgment only as against that certain real property located in the State of Nevada, County of Washoe, described more fully as follows:

PARCEL 1:

Unit N-4-11, of BELVEDERE TOWERS, A CONDOMINIUM SUBDIVISION -PHASE 1, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on February 17, 2006, as File No. 3350349, Tract Map No. 4606, and Certificate of Amendment recorded October 30, 2014 as Document No. 4405133, of Official Records.

PARCEL 2:

An undivided interest in the common elements as defined and set forth in the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for BELVEDERE TOWERS, recorded February 17, 2006 as Document No. 3350350, of Official Records.

WHICH HAS THE ADDRESS: 450 N. Arlington #411, Reno, NV 89503

APN: 007-463-03

This release is intended to release the lien of said judgment created by the abstract of said judgment recorded with the Washoe County Recorder on October 28, 2014,

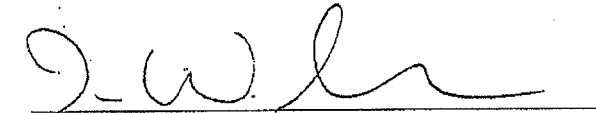
4596220 Page 2 of 2 - 06/06/2016 01:18:42 PM

Document # 4404089, only as to the specific above-described property. The lien of said judgment shall remain in full force and effect as to all other property of Secured Assets Belvedere Tower, LLC, not specifically described herein.

It is understood and agreed that the judgment entered in favor of Woodburn and Wedge, and all rights and remedies available to Woodburn and Wedge, arising from said judgment, including the right to foreclose on the lien against any remaining properties of Secured Assets Belvedere Tower, LLC created by the recording of said judgment, shall remain in full force and effect.

Dated: June 3, 2016

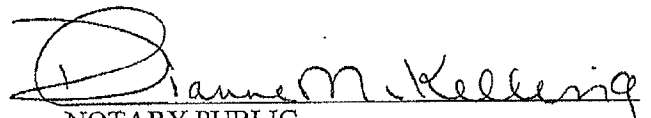
WOODBURN AND WEDGE


Dane W. Anderson

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this 3rd day of JUNE, in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared DANE W. ANDERSON, personally known to me or proved to me on the basis of satisfactory evidence, to be the person who executed the within instrument and acknowledged to me that he executed it.

WITNESS my hand and official seal.


NOTARY PUBLIC



DOC #4596219

06/06/2016 01:18:42 PM
Electronic Recording Requested By
RELIANT TITLE - NEVADA
Washoe County Recorder
Lawrence R. Burtness
Fee: \$18.00 RPTT: \$512.50
Page 1 of 2

RECORDING REQUESTED BY:

Reliant Title
5485 Kietzke Lane
Reno, NV 89511

**WHEN RECORDED MAIL TO and
MAIL TAX STATEMENTS TO:**

Frohar Bahiraei and Emily Whiting
P.O. Box 2011
Mammoth Lakes, CA 93546

R.P.T.T.: \$512.50

A.P.N.: 00746303

GRANT, BARGAIN, SALE DEED

THE INDENTURE WITNESSETH: That Secured Assets Belvedere Tower, LLC, A Nevada Limited Liability Company

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, do(es) hereby Grant, Bargain, Sell and

Convey to Frohar Bahiraei and Emily Whiting, husband and wife as joint tenants

all that real property situated in Washoe County, State of Nevada, bounded and described as follows:

PARCEL 1:

Unit N-4-11, of BELVEDERE TOWERS, A CONDOMINIUM SUBDIVISION - PHASE 1, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on February 17, 2006, as File No. 3350349, Tract Map No. 4606, and Certificate of Amendment recorded October 30, 2014 as Document No. 4405133, of Official Records.

PARCEL 2:

An undivided interest in the common elements as defined and set forth in the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for BELVEDERE TOWERS, recorded February 17, 2006 as Document No. 3350350, of Official Records.

SUBJECT TO: 1. Taxes for the fiscal year 206-2017.
2. Covenants, Conditions, Reservations, Rights, Rights of Way and Easements now of record.

Together with all and singular tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

4596219 Page 2 of 2 - 06/06/2016 01:18:42 PM

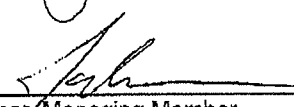
Date: June 2, 2016

Secured Assets Belvedere Tower LLC, A Nevada Limited Liability Company

BY Ananda Advisors LLC, Manager



M. Gregory Smith, Managing Member



M. Jed Cooper, Managing Member

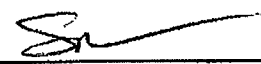
STATE OF California

COUNTY OF Marin

I, Shane M. Pelton, a Notary Public for the County of Marin and State
of California do hereby certify that

Mark Jed Cooper and Michael Gregory Smith personally appeared before me this day and
acknowledged the due execution of the foregoing instrument.

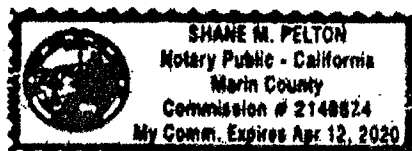
Witness my hand and official seal, this the 3rd day of June, 2016.



Notary Public

My Commission Expires: 4-12-2020

(SEAL)



American Land Title Association

ALTA Settlement Statement - Seller

Adopted 05-01-2015

File No.: 121-2506127

First American Title Insurance Company

Printed: 10/06/2016, 9:48 AM

Officer/Escrow Officer: Brandie Martin/BM

5310 Kietzke Lane, Suite 100 • Reno, NV 89511-2043

Settlement Location:

Phone: (775)823-6200 Fax: (775)823-6250

5310 Kietzke Lane, Suite 100, Reno, NV 89511-2043

Final Settlement Statement



Property Address: 450 North Arlington Avenue, Unit 1010, Reno, NV 89503

Buyer: Jennifer Regan

Seller: Secured Assets/Belvedere Towers LLC

Lender:

Settlement Date: 07/15/2016

Disbursement Date:

Description	Seller	
	Debit	Credit
Financial		
Sale Price		150,500.00
Prorations/Adjustments		
Seller to Credit Buyer closing cost	1,000.00	
Seller to pay 3% towards buyers HOA prepaids	4,515.00	
Title Charges & Escrow / Settlement Charges		
Eagle Policy-O to First American Title Insurance Company	943.42	
Escrow Fee - General to First American Title Insurance Company	347.50	
Commission		
Real Estate Commission to Dickson Realty	4,515.00	
Real Estate Commission to Trans-Action Realty Inc	4,515.00	
Government Recording and Transfer Charges		
Real Property Transfer Tax-County to Washoe County Recorder	617.05	
Payoff(s)		
Lender: Belvedere Debt Holdings		
Principal Balance to Belvedere Debt Holdings	130,460.01	
Miscellaneous		
HOA Capital Contribution to Belvedere Homeowners Association	752.50	
Move in Elevator to Belvedere Homeowners Association	75.00	
Setup Fee to FirstService Residential	150.00	
Home Warranty to Old Republic Home Protection	375.00	
Release of Judgement to Woodburn and Wedge	2,000.00	
Sewer to 9/30/16 to City of Reno - Sewer Dept.	234.52	

Description	Seller	
	Debit	Credit
Subtotals		
Due From/To Seller		
Totals	150,500.00	150,500.00

Our wire instructions do not change. If you receive an email or other communication that appears to be from us and contains revised wiring instructions, you should consider it suspect and you must call our office at an independently verified phone number. Do not inquire with the sender.

Escrow Officer: Brandie Martin

A.P.N.: 007-466-15
File No: 121-2506127 (BM)
R.P.T.T.: \$617.05 C

DOC #4610630

07/15/2016 04:17:39 PM
Electronic Recording Requested By
FIRST AMERICAN TITLE RENO
Washoe County Recorder
Lawrence R. Burtness
Fee: \$20.00 RPTT: \$617.05
Page 1 of 4

When Recorded Mail To: Mail Tax Statements To:
Jennifer Regan
450 North Arlington Avenue, Unit 1010
Reno, NV 89503

GRANT, BARGAIN and SALE DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Secured Assets/Belvedere Tower LLC

do(es) hereby *GRANT, BARGAIN and SELL* to

Jennifer Regan, an unmarried woman

the real property situate in the County of Washoe, State of Nevada, described as follows:

PARCEL 1:

UNIT N-10-10 OF BELVEDERE TOWERS, A CONDOMINIUM SUBDIVISION - PHASE I, ACCORDING TO THE MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF WASHOE COUNTY, STATE OF NEVADA, ON FEBRUARY 17, 2006, AS FILE NO. 3350349, TRACT MAP NO. 4606.

PARCEL 2:

AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS AS DEFINED AND SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR BELVEDERE TOWERS RECORDED FEBRUARY 17, 2006, AS DOCUMENT NO. 3350350 OF OFFICIAL RECORDS, AND BY FIRST AMENDMENT RECORDED FEBRUARY 16, 2007 AS DOCUMENT NO. 349918B OF OFFICIAL RECORDS.

Subject to

1. All general and special taxes for the current fiscal year.
2. Covenants, Conditions, Restrictions, Reservations, Rights, Rights of Way and Easements now of record.

4610630 Page 2 of 4 - 07/15/2016 04:17:39 PM

TOGETHER with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

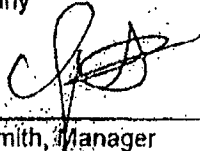
Date: 07/05/2016

4610630 Page 3 of 4 - 07/15/2016 04:17:39 PM

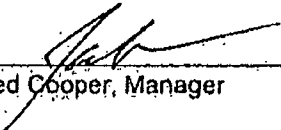
Secured Assets Belvedere Tower LLCA
Nevada limited liability company

By It's Manager:

Ananda Advisors LLC, A California limited
liability company



M. Gregory Smith, Manager



M. Jed Cooper, Manager

STATE OF NEVADA)
COUNTY OF WASHOE) ss.

This instrument was acknowledged before me on _____ by
Secured Assets/Belvedere Towers LLC, M. Gregory Smith and M. Jed Cooper

Notary Public
(My commission expires: _____)

This Notary Acknowledgement is attached to that certain Grant, Bargain Sale Deed dated July
05, 2016 under Escrow No. 121-2506127.

4610630 Page 4 of 4 - 07/15/2016 04:17:39 PM

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California)

County of Marin)

On July 14, 2016 before me, Elena Troyanovskaya
(here insert name and title of the officer)

personally appeared M. Gregory Smith and
M. Ted Cooper

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

E. Troyanovskaya

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document

titled for the purpose of Grant, Bargain
and Sale Deed, Buyer Jennifer
Regan
containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-Fact
☐ Corporate Officer(s) _____
Title(s) _____

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____

Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐ _____

American Land Title Association

ALTA Settlement Statement - Seller

Adopted 05-01-2015

File No.: 121-2506122

First American Title Insurance Company

Printed: 10/06/2016, 9:43 AM

Officer/Escrow Officer: Brandie Martin/BM

5310 Kietzke Lane, Suite 100 • Reno, NV 89511-2043

Settlement Location:

Phone: (775)823-6200 Fax: (775)823-6250

5310 Kietzke Lane, Suite 100, Reno, NV 89511-2043

Final Settlement Statement



Property Address: 450 North Arlington Avenue, Unit 811, Reno, NV 89503

Buyer: IPX 1031 as Qualified Intermediary for Thomas Lee Adams, trustee of The Christine L. Regar Revocable Trust, 2007

Seller: Secured Assets/Belvedere Tower LLC

Lender:

Settlement Date: 08/12/2016

Disbursement Date: 08/12/2016

Description	Seller	
	Debit	Credit
Financial		
Sale Price		141,500.00
Prorations/Adjustments		
Association Dues 08/12/16 to 09/01/16 @\$326.40/mo		210.58
County Taxes 08/12/16 to 10/01/16 @\$84.82/yr		11.62
Utilities 08/12/16 to 09/30/16 @\$36.36/mo		58.61
Title Charges & Escrow / Settlement Charges		
Eagle Policy-O to First American Title Insurance Company	912.23	
Escrow Fee - General to First American Title Insurance Company	347.50	
Commission		
Real Estate Commission to Dickson Realty	4,245.00	
Real Estate Commission to Larson Jory Realty Group	4,245.00	
Government Recording and Transfer Charges		
e-Recording Fee - B	5.00	
Real Property Transfer Tax-County to Washoe County Recorder	290.07	
Payoff(s)		
Lender: Belvedere Debt Holdings, LLC		
Interest on Payoff Loan to Belvedere Debt Holdings, LLC	129,535.11	
Miscellaneous		
Release of Judgement to Woodburn and Wedge	2,000.00	
Wood Stove Exemption to Air Quality Management Division	7.00	
1st QTR to Washoe County Treasurer	84.82	
Sewer to City of Reno - Sewer Dept.	109.08	

Description	Seller	
	Debit	Credit
Subtotals		
Due From/To Seller		
Totals	141,780.81	141,780.81

Our wire instructions do not change. If you receive an email or other communication that appears to be from us and contains revised wiring instructions, you should consider it suspect and you must call our office at an independently verified phone number. Do not inquire with the sender.

Escrow Officer: Brandie Martin

A.P.N.: 007-465-14
File No: 121-2506122 (BM)
R.P.T.T.: \$580.15

DOC #4621436

08/12/2016 12:43:58 PM
Electronic Recording Requested By
FIRST AMERICAN TITLE RENO
Washoe County Recorder
Lawrence R. Burtness
Fee: \$19.00 RPTT: \$580.15
Page 1 of 3

When Recorded Mail To: Mail Tax Statements To:
Thomas Lee Adams, trustee of The Christine L. Regar
Revocable Trust, 2007
10063 Albite Street
Reno, NV 89506

GRANT, BARGAIN and SALE DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Secured Assets/Belvedere Tower LLC

do(es) hereby *GRANT, BARGAIN and SELL* to

Thomas Lee Adams, trustee of The Christine L. Regar Revocable Trust, 2007

the real property situate in the County of Washoe, State of Nevada, described as follows:

PARCEL 1:

UNIT N-8-11 OF BELVEDERE TOWERS, A CONDOMINIUM SUBDIVISION - PHASE I, ACCORDING TO THE MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF WASHOE COUNTY, STATE OF NEVADA, ON FEBRUARY 17, 2006, AS FILE NO. 3350349, TRACT MAP NO. 4606.

PARCEL 2:

AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS AS DEFINED AND SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR BELVEDERE TOWERS RECORDED FEBRUARY 17, 2006, AS DOCUMENT NO. 3350350 OF OFFICIAL RECORDS, AND BY FIRST AMENDMENT RECORDED FEBRUARY 16, 2007 AS DOCUMENT NO. 3499188 OF OFFICIAL RECORDS.

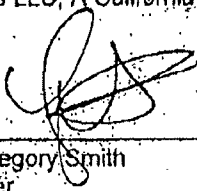
Subject to:

1. All general and special taxes for the current fiscal year.
2. Covenants, Conditions, Restrictions, Reservations, Rights, Rights of Way and Easements now of record.

Date: 06/15/2016

4621436 Page 2 of 3 - 08/12/2016 12:43:58 PM

Secured Assets, Belvedere Tower LLC
A Nevada limited liability company
By It's Manager:
Ananda Advisors LLC, A California limited
liability company

By: 
Name: M. Gregory Smith
Title: Manager

By: 
Name: M. Jed Cooper
Title: Manager

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____ by
Secured Assets/Belvedere Tower LLC, M. Gregory Smith and M. Jed Cooper.

Notary Public
(My commission expires: _____)

This Notary Acknowledgement is attached to that certain Grant, Bargain Sale Deed dated **June 15, 2016** under Escrow No. **121-2506122**.

4621436 Page 3 of 3 - 08/12/2016 12:43:58 PM

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California)

County of Marin)

On July 14, 2016 before me, Elena Troyanovskaya
(here insert name and title of the officer)

personally appeared Michael Gregory Smith and
Martel Ted Cooper

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ ~~she~~ they executed the same in ~~his~~ ~~her~~ their authorized capacity(ies), and that by ~~his~~ ~~her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature E. Troyanovskaya

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Grant, Bargain and
Sale Deed. Buyer Christine L.
containing _____ pages, and dated Regar

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-Fact
☐ Corporate Officer(s) _____
Title(s) _____

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐

American Land Title Association

ALTA Settlement Statement - Seller

Adopted 05-01-2015

File No.: 121-2510245

First American Title Insurance Company

Printed: 10/05/2016, 3:08 PM

Officer/Escrow Officer: Brandie Martin/BM

5310 Kietzke Lane, Suite 100 • Reno, NV 89511-2043

Settlement Location:

Phone: (775)823-6200 Fax: (775)823-6250

5310 Kietzke Lane, Suite 100, Reno, NV 89511-

Final Settlement Statement

2043



Property Address: 450 North Arlington Avenue Unit 301, Reno, NV 89503

Buyer: Millennial Living LLC, a Limited Liability Company

Seller: Secured Assets Belvedere Tower LLC, a Nevada limited liability company

Lender: To Be Determined

Settlement Date: 09/16/2016

Disbursement Date: 09/16/2016

Description	Seller	
	Debit	Credit
Financial		
Sale Price		65,000.00
Prorations/Adjustments		
County Taxes 09/16/16 to 10/01/16 @\$256.17/yr		10.53
Title Charges & Escrow / Settlement Charges		
Title - Owner's Title Insurance (optional)	314.74	
Plain Language Policy-O to First American Title Insurance Company		
Title - Escrow Fee	250.00	
Escrow Fee - General to First American Title Insurance Company		
Commission		
Real Estate Commission to Dickson Realty	1,950.00	
Real Estate Commission to Dickson Realty Sparks Branch	1,950.00	
Government Recording and Transfer Charges		
County Documentary Transfer Tax	266.50	
Real Property Transfer Tax-County to Washoe County Recorder		
Payoff(s)		
Lender: Belvedere Debt Holdings, LLC		
Principal Balance to Belvedere Debt Holdings, LLC	57,849.29	
Miscellaneous		
Setup Fee to FirstService Residential	150.00	
Home Warranty to Fidelity National Home Warranty	280.00	
Release of Judgement to Woodburn and Wedge	2,000.00	

This is a summary of the closing transaction prepared by First American Title Insurance Company. This document is not intended to replace the Closing Disclosure form.

Description	Seller	
	Debit	Credit
Subtotals		
Due From/To Seller		
Totals	65,010.53	65,010.53

Our wire instructions do not change. If you receive an email or other communication that appears to be from us and contains revised wiring instructions, you should consider it suspect and you must call our office at an independently verified phone number. Do not inquire with the sender.

Escrow Officer: Brandie Martin

This is a summary of the closing transaction prepared by First American Title Insurance Company. This document is not intended to replace the Closing Disclosure form.

A.P.N.: 007-462-11
File No: 121-2510245 (BM)
R.P.T.T.: \$266.50

DOC #4633282
09/16/2016 12:15:36 PM
Electronic Recording Requested By
FIRST AMERICAN TITLE RENO
Washoe County Recorder
Lawrence R. Burtness
Fee: \$20.00 RPTT: \$266.50
Page 1 of 4

When Recorded Mail To: Mail Tax Statements To:
Millennial Living LLC, a Limited Liability Company
200 S. Virginia Street Floor 8
Reno, NV 89501

GRANT, BARGAIN and SALE DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Secured Assets Belvedere Tower LLC, a Nevada limited liability company

do(es) hereby *GRANT, BARGAIN and SELL* to

Millennial Living LLC, a Limited Liability Company

the real property situate in the County of Washoe, State of Nevada, described as follows:

PARCEL 1:

UNIT N-3-1 OF BELVEDERE TOWERS, A CONDOMINIUM SUBDIVISION - PHASE I, ACCORDING TO THE MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF WASHOE COUNTY, STATE OF NEVADA, ON FEBRUARY 17, 2006, AS FILE NO. 3350349, TRACT MAP NO. 4606.

PARCEL 2:

AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS AS DEFINED AND SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR BELVEDERE TOWERS RECORDED FEBRUARY 17, 2006, AS DOCUMENT NO. 3350350 OF OFFICIAL RECORDS, AND BY FIRST AMENDMENT RECORDED FEBRUARY 16, 2007 AS DOCUMENT NO 3499188 OF OFFICIAL RECORDS.

Subject to

1. All general and special taxes for the current fiscal year.
2. Covenants, Conditions, Restrictions, Reservations, Rights, Rights of Way and Easements now of record.

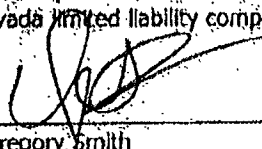
4633282 Page 2 of 4 - 09/16/2016 12:15:36 PM


TOGETHER with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

Date: 09/07/2016

4633282 Page 3 of 4 - 09/16/2016 12:15:36 PM

Secured Assets Belvedere Tower LLC, a Nevada
limited liability company By It's Manager:
Ananda Advisors LLC, A California limited liability
company, a Nevada limited liability company

By: 
Name: M. Gregory Smith
Title: Manager

By: 
Name: M. Jed Cooper
Title: Manager

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____ by
**Secured Assets Belvedere Tower LLC, a
Nevada limited liability company.**

Notary Public
(My commission expires: _____)

This Notary Acknowledgement is attached to that certain Grant, Bargain Sale Deed dated
09/14/2016 under Escrow No. 121-2510245

4633282 Page 4 of 4 - 09/16/2016 12:15:36 PM

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California)

County of Marin)

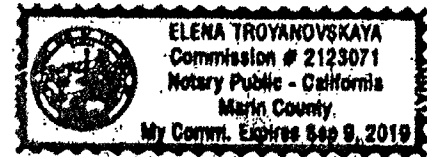
On September 15, 2016 before me, Elena Troyanovskaya
(here insert name and title of the officer)

personally appeared Michael Gregory Smith and
Martel Ted Cooper

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

E. Troyanovskaya

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-Fact
☐ Corporate Officer(s)

Title(s)

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____

Name(s) of Person(s) or Entity(ies) Signer Is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☐ form(s) of Identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

- ☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)
☐ _____

EXHIBIT B

American Land Title Association

ALTA Settlement Statement - Seller

Adopted 05-01-2015

File No.: 121-2509882

First American Title Insurance Company

Printed: 09/14/2016, 8:56 AM

Officer/Escrow Officer: Brandie Martin/BM

5310 Kietzke Lane, Suite 100 • Reno, NV 89511-2043

Settlement Location:

Phone: (775)823-6200 Fax: (775)823-6250

5310 Kietzke Lane, Suite 100, Reno, NV 89511-2043

Estimated Settlement Statement



Property Address: 450 North Arlington Avenue Unit, 1408, Reno, NV 89503

Buyer: Millennial Living LLC

Seller: BTM, a Nevada limited liability company

Lender: To Be Determined

Settlement Date: 09/16/2016

Disbursement Date:

Description	Seller	
	Debit	Credit
Financial		
Sale Price		159,000.00
Prorations/Adjustments		
Association Dues 09/16/16 to 10/01/16 @\$326.40/mo		163.20
County Taxes 09/16/16 to 10/01/16 @\$913.06/yr		37.52
Seller credit up to \$3800.00 for HOA Dues	3,800.00	
Title Charges & Escrow / Settlement Charges		
Title - Owner's Title Insurance (optional)	971.14	
Eagle Policy-O to First American Title Insurance Company		
Title - Escrow Fee	347.50	
Escrow Fee - General to First American Title Insurance Company		
Commission		
Real Estate Commission to Dickson Realty	4,770.00	
Real Estate Commission to Dickson Realty	4,770.00	
Government Recording and Transfer Charges		
County Documentary Transfer Tax	325.95	
Real Property Transfer Tax-County to Washoe County Recorder		
Payoff(s)		
Lender: Belvedere Debt Holdings, LLC		
Principal Balance to Belvedere Debt Holdings, LLC	143,786.13	
Miscellaneous		
Setup Fee to FirstService Residential	150.00	
Home Warranty to To Be Determined	280.00	

This is a summary of the closing transaction prepared by First American Title Insurance Company. This document is not intended to replace the Closing Disclosure form.

Description	Seller	
	Debit	Credit
Subtotals		
Due From/To Seller		
Totals	159,200.72	159,200.72

Our wire instructions do not change. If you receive an email or other communication that appears to be from us and contains revised wiring instructions, you should consider it suspect and you must call our office at an independently verified phone number. Do not inquire with the sender.

Acknowledgement

We/I have carefully reviewed the Estimated ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements to be made on my account or by me in this transaction and further certify that I have received a copy of the Estimated ALTA Settlement Statement. This Estimated Settlement Statement is subject to changes, corrections or additions at the time of final computation of Escrow Settlement Statement. We/I authorize First American Title Insurance Company to cause the funds to be disbursed in accordance with the Final ALTA Settlement Statement to be provided to me/us at closing.

Seller(s):

BTM, a Nevada limited liability company

By: _____

Name: Mike Zalkaske

Title:

Escrow Officer: Brandie Martin

This is a summary of the closing transaction prepared by First American Title Insurance Company. This document is not intended to replace the Closing Disclosure form.

EXHIBIT C



EXCLUSIVE RIGHT TO SELL CONTRACT



1 The undersigned SELLER(s), Secured Assets Belvedere Tower, LLC,
 2 and _____,
 3 hereby irrevocably GRANT(s) Dickson Realty - Caughlin
 4 the Broker, the EXCLUSIVE AUTHORIZATION and RIGHT TO SELL the real property situated in or near the City of
 5 Reno County of Washoe, State of Nevada, described as
 6 450 N. Arlington Ave., #914 89503
 7 APN 007-465-27, for a period commencing, September 8 2016 and
 8 terminating midnight of March 8 2017.
 9

10 **TERMS OF SALE** SELLER hereby employs Broker as exclusive agent to sell the described real property, fixtures and
 11 personal property. SELLER hereby grants Broker the exclusive right to sell the same for the price of
 12 _____ Dollars (\$ 85,000), on the following terms:
 13 _____
 14 _____

15 or at such price and terms as shall be acceptable to SELLER. Broker is herein authorized to accept a deposit for any part of the
 16 purchase price and hold it in trust or place it in an escrow established for the sale of the subject property.
 17 Broker accepts such employment and agrees to use diligence in procuring a BUYER for the property.
 18

19 **COMPENSATION TO BROKER NOTICE:** The amount or rate of real estate commission is not fixed by law. The
 20 commission is set by each Broker individually and may be negotiable between the SELLER and Broker.

21 SELLER agrees to pay Broker as compensation for services rendered a fee of \$ _____ or 6 percent of the selling
 22 price under the following:

23 1. [GS] / _____ SELLER(s) acknowledge(s) that from total commission, Listing Broker will offer \$ _____ or
 24 3 percent of selling price as compensation to Selling Broker.

25 or

26 2. The property is sold, exchanged, or otherwise transferred during the term hereof, by SELLER, or through any other source,
 27 or

28 3. The property is withdrawn from sale, transferred, conveyed, leased without the consent of Broker, or made unmarketable by
 29 SELLER's voluntary act during the term hereof or any extension thereof, or

30 4. A sale, exchange, or other transfer of the property is made by SELLER within 30 days after the termination of this
 31 agreement or any extension thereof, to persons with whom Broker shall have negotiated during the term hereof provided that
 32 Broker shall have submitted a notice in writing to SELLER within 10 days of termination of this agreement or any
 33 extension thereof. The notice shall contain the name of the prospective BUYER(s), date(s) of negotiation and a brief summary
 34 of the negotiations. However, this provision shall not apply if, during the term of said protection period, a valid Exclusive
 35 Authorization and Right to Sell agreement is entered into with another licensed real estate Broker.
 36

37 **BROKER COOPERATION** SELLER(s) understand(s) that Broker is a member of the Multiple Listing Service (MLS) and a
 38 member of the local Association of REALTORS®, and that this listing will be filed with said service within two (2) business
 39 days, after signing. SELLER agrees that all members of the Multiple Listing Service (MLS), and other Brokers, may act in
 40 association with Broker in procuring or attempting to procure a BUYER for the property. In the event a sale or exchange shall be
 41 made or a BUYER procured by a member of the Multiple Listing Service (MLS) or another Broker other than Listing Broker, the
 42 terms of this agreement shall apply to such transaction, although payment for fee or compensation made hereunder shall be made
 43 by SELLER only to Listing Broker. Broker is authorized to cooperate with other Brokers in the marketing and sale or exchange of
 44 the property. It is agreed that such Brokers may act as cooperating Brokers in procuring or attempting to procure a BUYER in
 45 accordance with this agreement. In the event of an exchange, Broker is hereby authorized to represent all parties and collect
 46 compensation from them, provided there is full disclosure to all principals.
 47

48 SELLER'S OBLIGATIONS AND WARRANTIES

49 1. SELLER agrees to make available to Broker and prospective Buyers all data, records and documents pertaining to the
 50 property.
 51 2. [GS] / _____ If the property is located in a common-interest community, SELLER agrees to provide, at SELLERS
 52 expense, the common-interest community documents (Resale Package) as required by Nevada Revised Statutes (NRS).
 53 SELLER to order resale package within 5 days of acceptance of the purchase agreement
 54 3. SELLER agrees to allow Broker, or any other Broker with whom Broker chooses to cooperate, to show the property at
 55 reasonable times and upon reasonable notice.

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- 1 4. SELLER agrees to commit no act which might tend to obstruct the Broker's performance hereunder.
- 2 5. In the event of a sale, SELLER will promptly, upon Broker's request, deposit in escrow all instruments necessary to
- 3 complete the sale.
- 4 6. SELLER agrees to deliver an escrow instruction, irrevocably assigning Broker's compensation in an amount equal to the
- 5 compensation provided above from SELLER's proceeds at close of sale.
- 6 7. Nevada law requires that property owners complete a SELLER'S REAL PROPERTY DISCLOSURE FORM for residential
- 7 properties of four units or less. Broker is authorized to furnish copies to potential BUYER(s).
- 8 8. SELLER agrees to hold the Broker harmless from any liabilities or damages arising out of incorrect or undisclosed
- 9 information with respect to the above described Seller's Real Property Disclosure Form. SELLER agrees to notify Broker
- 10 expeditiously of any changes affecting the marketing of the property.
- 11 9. The undersigned SELLER warrants recorded ownership of the property or the authority to execute this agreement.
- 12 10. SELLER is aware that listing price includes water rights (if applicable), unless SELLER excludes by deed.
- 13 11. [GS] / [] I/we am not a foreign person.
- 14 [] / [] I/we am a foreign person. The Foreign Investment and Real Property Tax Act requires a BUYER
- 15 purchasing real property from a foreign person to withhold tax from the sale proceeds unless an exemption applies. SELLER
- 16 agrees to provide Broker with a certification establishing that no federal income tax is required to be withheld under the act,
- 17 or to consent to withholding of tax from the proceeds of sale as required, unless it is established that the transaction is
- 18 exempt.
- 19

20 PROPERTY UNDER MANAGEMENT/LEASE

- 21 Property ☐ is ☒ is not under a Property Management Agreement.
- 22 Property ☐ is ☐ is not Tenant Occupied. If occupied, term of Lease: _____
- 23 Listing agent shall contact _____ (Property Manager) with _____
- 24 (Management Company) at _____ (Contact Number) to make arrangements for termination of
- 25 tenants lease and disposition of security deposit. Listing agent is aware that Property Manager has 30-days for reconciliation and
- 26 disbursement of security deposits and property is subject to Tenant Rights and/or Property Management Agreement.
- 27

28 SELLER'S INSTRUCTIONS AND AUTHORIZATIONS

- 29 1. SELLER authorizes Broker to place a "FOR SALE" sign upon the property.
- 30 2. SELLER authorizes Broker to install an LOCKBOX upon the property.
- 31 3. Evidence of merchantable title shall be in form of policy of title insurance issued by a responsible title company.
- 32 4. SELLER authorizes Broker to obtain loan information from _____ Loan # _____
- 33 and from _____ Loan # _____.
- 34 5. SELLER authorizes Broker to assist in scheduling work to repair or maintain the property pursuant to NRS 624.031(11).
- 35 SELLER acknowledges Broker will not receive any additional compensation for providing such assistance.
- 36 6. SELLER acknowledges any work scheduled by the listing agent to repair or maintain the property during the term of this
- 37 Agreement must not exceed \$10,000 or require a building permit.
- 38

39 **PRESENTATION OF OFFERS** SELLER understands that Broker is obligated to present all offers until the close of escrow.

40 SELLER is advised to seek legal counsel prior to acceptance of a subsequent offer, unless the subsequent offer is contingent upon

41 the termination of an existing contract.

42

43 **EQUAL HOUSING OPPORTUNITY** This property is offered in compliance with federal, state and local antidiscrimination

44 laws.

45

46 **MUTUAL AGREEMENTS** If suit is brought to collect the compensation or if Broker successfully defends any action brought

47 against Broker by SELLER relating to this authorization or under any sales agreement relating to the property, SELLER agrees to

48 pay all costs incurred by Broker in connection with such action, including a reasonable attorney's fee.

49

50 [GS] / [] SELLER(s): Execution of this form confirms that the undersigned SELLER(s) has (have) executed

51 concurrently herewith a Listing Data Input Form and, unless certified in writing, grant(s) consent to inclusion of the information

52 thereon into the Multiple Listing Service. Further, SELLER(s) consent(s) to dissemination of the information through the Multiple

53 Listing Service. The SELLER(s) acknowledge(s) and agrees that all photographs, images, graphics, video recordings, virtual

54 tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable data and information

55 relating to the property provided by the SELLER(s) to the Broker (the "Seller Listing Content"), or otherwise obtained or

56 produced by the Broker in connection with this Agreement ("the Broker Listing Content"), and any changes to the Seller Listing

57 Content or the Broker Listing Content, may be filed with one or more multiple listing services, including in compilations of

58 listings, and otherwise distributed, publicly displayed and reproduced. SELLER hereby grants to Broker a non-exclusive,

59 irrevocable, worldwide, royalty free license to use, sublicense through multiple tiers, publish, display, and reproduce Seller

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1 Listing Content, to prepare derivative works of the Seller Listing Content, and to distribute the Seller Listing Content or any
 2 derivative works thereof. SELLER represents and warrants to Broker that the Seller Listing Content, and the license granted to
 3 Broker for the Seller Listing Content, does not violate or infringe upon the rights, including copyright rights, of any person or
 4 entity. SELLER acknowledges and agrees that as between SELLER and Broker, all Broker Listing Content is owned exclusively
 5 by the Broker, and SELLER has no right, title or interest in or to any Broker Listing Content.

6 SELLER further understands and acknowledges that the Multiple Listing Service will disseminate the Property's listing
 7 information to Internet sites as well as online providers and such sites are generally available to the public. Some of these websites
 8 may display an Automated Valuation Model to estimate the market value of the Property or provide a link to the estimate. In
 9 addition, some websites may include a Commentary/Review Section (or blog) where consumers may include comments about the
 10 Property or provide a link to such comments.

11
 12 GS / _____ Seller wishes the Broker to submit the Property's listing information for dissemination to Internet sites
 13 Seller initial with NO RESTRICTIONS.

14
 15 **-OR-**

16 Seller has the right to opt-out of any of the following by initialing the appropriate space(s):

17 _____ / _____ I/We have elected NOT to display the listed Property on ANY Internet site.
 18 Seller initial

19 _____ / _____ I/We have elected to WITHHOLD the address of the listing property from display on ANY Internet site
 20 Seller initial

21 _____ / _____ I/We DO NOT want an Automated Valuation displayed or linked to the listed Property (consumers may be
 22 Seller initial notified that this feature was disabled at the request of the seller.)

23 _____ / _____ I/We DO NOT want a Commentary/Review Section displayed or linked to the listed Property. (consumers
 24 Seller initial may be notified that this feature was disabled at the request of the seller.)

25
 26 Seller understands and acknowledges that if opting out of display on any Internet site, consumers who conduct searches for listings
 27 on the Internet will not see information about this Property in response to their search.

28 Any future Status Change Reports which update, correct, extend or in any way change the information provided by the Seller's
 29 (on the above-mentioned Listing Data Input Form, and are executed by the Seller's), constitute amendments not only to that Listing
 30 Data Input Form but to the terms of this Contract as well. Thus, such properly executed Status Change Reports may include, but
 31 are not limited to, amendments to the SELLER's selling price of the subject real property and extensions of the duration of this
 32 Contract. Each such Status Change Report shall be attached to this Contract and its terms incorporated herein.

33
 34 **PROFESSIONAL CONSULTATION ADVISORY** A real estate Broker is qualified to advise on real estate. The parties are
 35 advised to consult with appropriate professionals, including but not limited to, engineers, surveyors, appraisers, lawyers, CPAs, or
 36 other professionals, on specific topics, including but not limited to, legal, tax, water rights and other consequences of the
 37 transaction.

38
 39 **CODE OF ETHICS** Not all real estate licensees are REALTOR(S)®. A REALTOR® is a member of the National Association
 40 of REALTORS® and therefore subscribes to a higher ethical standard in the industry, the REALTOR® Code of Ethics. To receive
 42 a copy of the REALTOR® Code of Ethics, ask your real estate professional or the local Association of REALTORS®.

43
 44 If this property is a Short Sale or becomes a Short Sale, SELLER, is advised to consult appropriate professionals.

45
 46 SELLER Authentisign Gregg Smith Dated 09/07/2016
 47 Secured Assets Belvedere Tower, LLC

48 SELLER _____ Dated _____
 49 _____

50 Address _____ Phone _____ Fax _____

51 City/State/Zip _____ Email _____

52 Listing Office Dickson Realty - Caughlin Phone 775-746-7000 Fax 775-746-7010

53
 54 Address 1030 Caughlin Crossing Email mjensen@dicksonrealty.com

55
 56 City/State/Zip Reno NV 89519

57
 58 Licensee Authentisign Mandie Jensen License # BS944468 Dated 09/07/2016
 59 9/7/2016 3:55:45 PM PDT

Mandie Jensen

EXHIBIT D



EXCLUSIVE RIGHT TO SELL CONTRACT



1 The undersigned SELLER(s), Secured Assets Belvedere Tower, LLC,
 2 and _____,
 3 hereby irrevocably GRANT(s) Dickson Realty - Caughlin
 4 the Broker, the EXCLUSIVE AUTHORIZATION and RIGHT TO SELL the real property situated in or near the City of
 5 Reno County of Washoe, State of Nevada, described as
 6 450 N. Arlington Ave. #505 89503
 7 APN 007-463-21, for a period commencing, September 8 2016 and
 8 terminating midnight of March 8 2017.
 9

10 **TERMS OF SALE** SELLER hereby employs Broker as exclusive agent to sell the described real property, fixtures and
 11 personal property. SELLER hereby grants Broker the exclusive right to sell the same for the price of
 12 _____ Dollars (\$ 130,000), on the following terms:
 13 _____
 14 _____

15 or at such price and terms as shall be acceptable to SELLER. Broker is herein authorized to accept a deposit for any part of the
 16 purchase price and hold it in trust or place it in an escrow established for the sale of the subject property.
 17 Broker accepts such employment and agrees to use diligence in procuring a BUYER for the property.
 18

19 **COMPENSATION TO BROKER NOTICE:** The amount or rate of real estate commission is not fixed by law. The
 20 commission is set by each Broker individually and may be negotiable between the SELLER and Broker.

21 SELLER agrees to pay Broker as compensation for services rendered a fee of \$ _____ or 6 percent of the selling
 22 price under the following:

23 1. [GS] / _____ SELLER(s) acknowledge(s) that from total commission, Listing Broker will offer \$ _____ or
 24 3 percent of selling price as compensation to Selling Broker.

25 or

26 2. The property is sold, exchanged, or otherwise transferred during the term hereof, by SELLER, or through any other source,
 27 or

28 3. The property is withdrawn from sale, transferred, conveyed, leased without the consent of Broker, or made unmarketable by
 29 SELLER's voluntary act during the term hereof or any extension thereof, or

30 4. A sale, exchange, or other transfer of the property is made by SELLER within 30 days after the termination of this
 31 agreement or any extension thereof, to persons with whom Broker shall have negotiated during the term hereof provided that
 32 Broker shall have submitted a notice in writing to SELLER within 10 days of termination of this agreement or any
 33 extension thereof. The notice shall contain the name of the prospective BUYER(s), date(s) of negotiation and a brief summary
 34 of the negotiations. However, this provision shall not apply if, during the term of said protection period, a valid Exclusive
 35 Authorization and Right to Sell agreement is entered into with another licensed real estate Broker.
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 41 made or a BUYER procured by a member of the Multiple Listing Service (MLS) or another Broker other than Listing Broker, the
 42 terms of this agreement shall apply to such transaction, although payment for fee or compensation made hereunder shall be made
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 45 accordance with this agreement. In the event of an exchange, Broker is hereby authorized to represent all parties and collect
 46 compensation from them, provided there is full disclosure to all principals.
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48 SELLER'S OBLIGATIONS AND WARRANTIES

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 50 property.
 51 2. [GS] / _____ If the property is located in a common-interest community, SELLER agrees to provide, at SELLERS
 52 expense, the common-interest community documents (Resale Package) as required by Nevada Revised Statutes (NRS).
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 55 reasonable times and upon reasonable notice.

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- 1 4. SELLER agrees to commit no act which might tend to obstruct the Broker's performance hereunder.
 2 5. In the event of a sale, SELLER will promptly, upon Broker's request, deposit in escrow all instruments necessary to
 3 complete the sale.
 4 6. SELLER agrees to deliver an escrow instruction, irrevocably assigning Broker's compensation in an amount equal to the
 5 compensation provided above from SELLER's proceeds at close of sale.
 6 7. Nevada law requires that property owners complete a SELLER'S REAL PROPERTY DISCLOSURE FORM for residential
 7 properties of four units or less. Broker is authorized to furnish copies to potential BUYER(s).
 8 8. SELLER agrees to hold the Broker harmless from any liabilities or damages arising out of incorrect or undisclosed
 9 information with respect to the above described Seller's Real Property Disclosure Form. SELLER agrees to notify Broker
 10 expeditiously of any changes affecting the marketing of the property.
 11 9. The undersigned SELLER warrants recorded ownership of the property or the authority to execute this agreement.
 12 10. SELLER is aware that listing price includes water rights (if applicable), unless SELLER excludes by deed.
 13 11. [GS] / [] I/we am not a foreign person.
 14 [] / [] I/we am a foreign person. The Foreign Investment and Real Property Tax Act requires a BUYER
 15 purchasing real property from a foreign person to withhold tax from the sale proceeds unless an exemption applies. SELLER
 16 agrees to provide Broker with a certification establishing that no federal income tax is required to be withheld under the act,
 17 or to consent to withholding of tax from the proceeds of sale as required, unless it is established that the transaction is
 18 exempt.
 19

20 PROPERTY UNDER MANAGEMENT/LEASE

- 21 Property ☐ is ☒ is not under a Property Management Agreement.
 22 Property ☐ is ☐ is not Tenant Occupied. If occupied, term of Lease: _____
 23 Listing agent shall contact _____ (Property Manager) with _____
 24 (Management Company) at _____ (Contact Number) to make arrangements for termination of
 25 tenants lease and disposition of security deposit. Listing agent is aware that Property Manager has 30-days for reconciliation and
 26 disbursement of security deposits and property is subject to Tenant Rights and/or Property Management Agreement.
 27

28 SELLER'S INSTRUCTIONS AND AUTHORIZATIONS

- 29 1. SELLER authorizes Broker to place a "FOR SALE" sign upon the property.
 30 2. SELLER authorizes Broker to install an LOCKBOX upon the property.
 31 3. Evidence of merchantable title shall be in form of policy of title insurance issued by a responsible title company.
 32 4. SELLER authorizes Broker to obtain loan information from _____ Loan # _____
 33 and from _____ Loan # _____.
 34 5. SELLER authorizes Broker to assist in scheduling work to repair or maintain the property pursuant to NRS 624.031(11).
 35 SELLER acknowledges Broker will not receive any additional compensation for providing such assistance.
 36 6. SELLER acknowledges any work scheduled by the listing agent to repair or maintain the property during the term of this
 37 Agreement must not exceed \$10,000 or require a building permit.
 38

- 39 **PRESENTATION OF OFFERS** SELLER understands that Broker is obligated to present all offers until the close of escrow.
 40 SELLER is advised to seek legal counsel prior to acceptance of a subsequent offer, unless the subsequent offer is contingent upon
 41 the termination of an existing contract.
 42

- 43 **EQUAL HOUSING OPPORTUNITY** This property is offered in compliance with federal, state and local antidiscrimination
 44 laws.
 45

- 46 **MUTUAL AGREEMENTS** If suit is brought to collect the compensation or if Broker successfully defends any action brought
 47 against Broker by SELLER relating to this authorization or under any sales agreement relating to the property, SELLER agrees to
 48 pay all costs incurred by Broker in connection with such action, including a reasonable attorney's fee.
 49

- 50 [GS] / [] SELLER(s): Execution of this form confirms that the undersigned SELLER(s) has (have) executed
 51 concurrently herewith a Listing Data Input Form and, unless certified in writing, grant(s) consent to inclusion of the information
 52 thereon into the Multiple Listing Service. Further, SELLER(s) consent(s) to dissemination of the information through the Multiple
 53 Listing Service. The SELLER(s) acknowledge(s) and agrees that all photographs, images, graphics, video recordings, virtual
 54 tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable data and information
 55 relating to the property provided by the SELLER(s) to the Broker (the "Seller Listing Content"), or otherwise obtained or
 56 produced by the Broker in connection with this Agreement ("the Broker Listing Content"), and any changes to the Seller Listing
 57 Content or the Broker Listing Content, may be filed with one or more multiple listing services, including in compilations of
 58 listings, and otherwise distributed, publicly displayed and reproduced. SELLER hereby grants to Broker a non-exclusive,
 59 irrevocable, worldwide, royalty free license to use, sublicense through multiple tiers, publish, display, and reproduce Seller

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1 Listing Content, to prepare derivative works of the Seller Listing Content, and to distribute the Seller Listing Content or any
 2 derivative works thereof. SELLER represents and warrants to Broker that the Seller Listing Content, and the license granted to
 3 Broker for the Seller Listing Content, does not violate or infringe upon the rights, including copyright rights, of any person or
 4 entity. SELLER acknowledges and agrees that as between SELLER and Broker, all Broker Listing Content is owned exclusively
 5 by the Broker, and SELLER has no right, title or interest in or to any Broker Listing Content.
 6 SELLER further understands and acknowledges that the Multiple Listing Service will disseminate the Property's listing
 7 information to Internet sites as well as online providers and such sites are generally available to the public. Some of these websites
 8 may display an Automated Valuation Model to estimate the market value of the Property or provide a link to the estimate. In
 9 addition, some websites may include a Commentary/Review Section (or blog) where consumers may include comments about the
 10 Property or provide a link to such comments.

11
 12 GS / _____ Seller wishes the Broker to submit the Property's listing information for dissemination to Internet sites
 13 Seller initial with NO RESTRICTIONS.

14
 15 -OR-

16 Seller has the right to opt-out of any of the following by initialing the appropriate space(s):

17 _____ / _____ I/We have elected NOT to display the listed Property on ANY Internet site.
 18 Seller initial

19 _____ / _____ I/We have elected to WITHHOLD the address of the listing property from display on ANY Internet site
 20 Seller initial

21 _____ / _____ I/We DO NOT want an Automated Valuation displayed or linked to the listed Property (consumers may be
 22 Seller initial notified that this feature was disabled at the request of the seller.)

23 _____ / _____ I/We DO NOT want a Commentary/Review Section displayed or linked to the listed Property. (consumers
 24 Seller initial may be notified that this feature was disabled at the request of the seller.)

25
 26 Seller understands and acknowledges that if opting out of display on any Internet site, consumers who conduct searches for listings
 27 on the Internet will not see information about this Property in response to their search.

28 Any future Status Change Reports which update, correct, extend or in any way change the information provided by the Seller's
 29 (on the above-mentioned Listing Data Input Form, and are executed by the Seller's), constitute amendments not only to that Listing
 30 Data Input Form but to the terms of this Contract as well. Thus, such properly executed Status Change Reports may include, but
 31 are not limited to, amendments to the SELLER's selling price of the subject real property and extensions of the duration of this
 32 Contract. Each such Status Change Report shall be attached to this Contract and its terms incorporated herein.

33
 34 **PROFESSIONAL CONSULTATION ADVISORY** A real estate Broker is qualified to advise on real estate. The parties are
 35 advised to consult with appropriate professionals, including but not limited to, engineers, surveyors, appraisers, lawyers, CPAs, or
 36 other professionals, on specific topics, including but not limited to, legal, tax, water rights and other consequences of the
 37 transaction.

38
 39 **CODE OF ETHICS** Not all real estate licensees are REALTOR(S)®. A REALTOR® is a member of the National Association
 40 of REALTORS® and therefore subscribes to a higher ethical standard in the industry, the REALTOR® Code of Ethics. To receive
 42 a copy of the REALTOR® Code of Ethics, ask your real estate professional or the local Association of REALTORS®.

43
 44 If this property is a Short Sale or becomes a Short Sale, SELLER, is advised to consult appropriate professionals.

45
 46 SELLER Gregg Smith Dated 09/07/2016
 47 Authentication
9/7/2016 3:54:50 PM PDT

48 SELLER _____ Dated _____
 49 Secured Assets Belvedere Tower, LLC

50 Address _____ Phone _____ Fax _____

51 City/State/Zip _____ Email _____

52 Listing Office Dickson Realty - Caughlin Phone 775-746-7000 Fax 775-746-7010

53
 54 Address 1030 Caughlin Crossing Email mjensen@dicksonrealty.com

55
 56 City/State/Zip Reno NV 89519

57
 58 Licensee Mandie Jensen License # BS944468 Dated 09/07/2016
 59 Authentication
9/7/2016 3:55:45 PM PDT

60 Mandie Jensen

EXHIBIT E



RESIDENTIAL OFFER AND ACCEPTANCE AGREEMENT



1 RECEIVED FROM Joe Haray Kathryn Haray

2

3 hereinafter designated as BUYER, the amount set forth below as EARNEST MONEY DEPOSIT on account of the PURCHASE

4 PRICE OF \$ 85,000.00 (Eighty-Five Thousand DOLLARS)

5 for the real property situated in the City OR Unincorporated Area of Reno County of Washoe

6 State of Nevada, commonly described as 450 N Arlington #14

7 APN 88144337 (legal description to be supplied in escrow)

8 BUYER ☐ does, ☐ does not intend to occupy the property as a residence.

9

10 EARNEST MONEY DEPOSIT evidenced by ☐ check, or ☐ other \$ 1,000.00

11 payable to held escrowed until acceptance and

12 then deposited within one (1) business day of acceptance with

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

14

15 BALANCE OF CASH DOWN PAYMENT (not including closing costs) \$

16 Source of down payment

17

18 CASH PURCHASE BUYER to provide evidence, satisfactory to SELLER, of sufficient cash available to complete this purchase

19 within 7 days of written acceptance.

20

21 NEW FIRST LOAN PROCEEDS: ☐ Conventional, ☐ FHA, ☐ VA, ☐ Rural, ☐ Private \$ 0.00

22 ☐ Fixed Rate for years. Interest not to exceed %.

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

24 exceed %.

25 NEW SECOND LOAN PROCEEDS: ☐ Conventional, ☐ FHA, ☐ VA, ☐ Rural, ☐ Private \$

26 ☐ Fixed Rate for years. Interest not to exceed %.

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

28 exceed %.

29

30 Payment shall include: ☐ Interest only OR ☐ Principal and Interest.

31 Taxes and Insurance shall be imposed monthly by lender or paid directly by BUYER.

32

33 BUYER to lock loan term within days of acceptance or BUYER agrees to pay prevailing rates.

34 BUYER to pay discount points not to exceed %. SELLER to pay discount points not to exceed %.

35 Any reduction in discount points at closing to be allocated proportionately.

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

37 SELLER agrees to pay up to \$ in fees which cannot be paid by the BUYER pursuant to FHA or VA regulation.

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

39 PMI, MIP, VA funding fee, if any, to be ☐ paid in cash, ☐ financed, ☐ paid monthly.

40

41 OTHER (Specify in Additional Terms and Conditions or Financing Addendum) \$

42

43 TOTAL PURCHASE PRICE in the sum of (not including closing costs) \$ 85,000.00

44

45 LOAN APPROVAL Within five (5) days of acceptance, BUYER agrees to (1) submit completed loan application, including all

46 documentation, to a lender of BUYER's choice, (2) authorize ordering of the appraisal, and (3) furnish a pre-approval letter to

47 SELLER based upon a standard factual credit report and review of debt to income ratios. This offer is conditioned upon BUYER's

48 ability to deliver to SELLER a letter of loan approval which includes income verification and verification of available funds, subject

49 to acceptable appraisal and lender review of preliminary report from title company, within days of acceptance. BUYER

50 consents to the lender's release of loan status and conditions of approval to the SELLER and Lender. If BUYER fails to complete

51 any of these conditions, SELLER reserves the right to terminate this Agreement and both parties agree to cancel the escrow and

52 return earnest money deposit to BUYER less expenses incurred by BUYER.



RESIDENTIAL OFFER AND ACCEPTANCE AGREEMENT



1 RECEIVED FROM Joe Nazar Kathryn Nazar
 2 _____
 3 hereinafter designated as BUYER, the amount set forth below as EARNEST MONEY DEPOSIT on account of the PURCHASE
 4 PRICE OF \$ 85,000.00 (Eighty-Five Thousand DOLLARS),
 5 for the real property situated in the ☐ City OR ☐ Unincorporated Area of Reno, County of Washoe,
 6 State of Nevada, commonly described as 450 N Arlington 914,
 7 APN 00746527 (legal description to be supplied in escrow).
 8 BUYER ☐ does, ☐ does not intend to occupy the property as a residence.
 9 _____
 10 EARNEST MONEY DEPOSIT Evidenced by ☐ Check, or ☐ other _____ \$ 1,000.00
 11 payable to _____, held uncashed until acceptance and
 12 then deposited within one (1) business day of acceptance with _____.
 13 Authorized escrow holder to be selected by ☐ BUYER ☐ SELLER.
 14 _____
 15 BALANCE OF CASH DOWN PAYMENT (not including closing costs) \$ _____
 16 Source of down payment _____
 17 _____
 18 CASH PURCHASE BUYER to provide evidence, satisfactory to SELLER, of sufficient cash available to complete this purchase
 19 within 7 days of written acceptance.
 20 _____
 21 NEW FIRST LOAN PROCEEDS: ☐ Conventional, ☐ FHA, ☐ VA, ☐ Rural, ☐ Private \$ 0.00
 22 ☐ Fixed Rate for _____ years. Interest not to exceed _____%.
 23 ☐ Adjustable Rate for _____ years. Initial Interest not to exceed _____% maximum lifetime rate not to
 24 exceed _____%.
 25 NEW SECOND LOAN PROCEEDS: ☐ Conventional, ☐ FHA, ☐ VA, ☐ Rural, ☐ Private \$ _____
 26 ☐ Fixed Rate for _____ years. Interest not to exceed _____%.
 27 ☐ Adjustable Rate for _____ years. Initial Interest not to exceed _____% maximum lifetime rate not to
 28 exceed _____%.
 29 _____
 30 Payment shall include: ☐ Interest only OR ☐ Principal and Interest.
 31 Taxes and Insurance shall be impounded monthly by lender or paid directly by BUYER.
 32 _____
 33 BUYER to lock loan terms within _____ days of acceptance or BUYER agrees to pay prevailing rates.
 34 BUYER to pay discount points not to exceed _____. SELLER to pay discount points not to exceed _____.
 35 Any reduction in discount points at closing to be allocated proportionately.
 36 Loan origination fee not to exceed _____% paid by ☐ BUYER, ☐ SELLER.
 37 SELLER agrees to pay up to \$ _____ in fees which cannot be paid by the BUYER pursuant to FHA or VA regulation.
 38 All remaining loan fees shall be paid as required by law, ordinance and/or regulation.
 39 PMI, MIP, VA funding fee, if any, to be ☐ paid in cash, ☐ financed, ☐ paid monthly.
 40 _____
 41 OTHER (Specify in Additional Terms and Conditions or Financing Addendum): \$ _____
 42 _____
 43 TOTAL PURCHASE PRICE in the sum of (not including closing costs): \$ 85,000.00
 44 _____
 45 LOAN APPROVAL Within five (5) days of acceptance, BUYER agrees to (1) submit completed loan application, including all
 46 documentation, to a lender of BUYER's choice, (2) authorize ordering of the appraisal; and (3) furnish a pre-approval letter to
 47 SELLER based upon a standard factual credit report and review of debt to income ratios. This offer is conditioned upon BUYER's
 48 ability to deliver to SELLER a letter of loan approval which includes income verification and verification of available funds, subject
 49 to acceptable appraisal and lender review of preliminary report from title company, within _____ days of acceptance. BUYER
 50 consents to the lender's release of loan status and conditions of approval to the SELLER and Brokers. If BUYER fails to complete
 51 any of these conditions, SELLER reserves the right to terminate this Agreement and both parties agree to cancel the escrow and
 52 return earnest money deposit to BUYER less expenses incurred by BUYER.

Address 450 N Arlington 914 Reno 89503

Buyer [] and Seller [] have read this page.

1 SALE OF OTHER PROPERTY BUYER must check one of the following:2 ☒ A. This Agreement is not contingent upon conveyance of BUYER's property

3 OR

4 ☐ B. This Agreement is contingent upon conveyance of BUYER's property described as5 _____ which is
6 1. To escrow ☐ with a non-contingent on the sale of another property offer OR ☐ with a contingent offer scheduled to close
7 on or before _____8 SELLER shall have the right to continue to offer this property for sale and accept written backup offers only, subject to the
9 BUYER's rights under this Agreement. If the escrow on BUYER's property does not close by _____, this
10 Agreement will terminate unless the BUYER and SELLER otherwise agree in writing. BUYER shall provide information
11 regarding the listing and escrow on BUYER's property and related escrow, including but not limited to, closing date, loan
12 status, inspections, and all additional contingencies, within _____ days of acceptance. BUYER authorizes SELLER or
13 SELLER's Agent to obtain updates on the BUYER's listing or escrow.
1415 2. ☐ currently listed OR ☐ will be listed within _____ days in the MLS System by a REALTOR®. SELLER shall have the
16 right to continue to offer this property for sale and accept written backup offers only, subject to the BUYER's rights under
17 this Agreement. If the BUYER's property does not obtain an accepted offer within _____ days and go into escrow scheduled
18 to close on or before _____, this Agreement will terminate unless the BUYER and SELLER otherwise
19 agree in writing. BUYER shall provide information regarding the listing and escrow on BUYER's property and related
20 escrow, including but not limited to, closing date, loan status, inspections and all additional contingencies, within
21 days of acceptance. BUYER authorizes SELLER or SELLER's Agent to obtain updates on the BUYER's listing or escrow.
2223 **CLOSING** Close of escrow to be _____ 10/17/2016 Unless otherwise agreed upon in
24 writing, close of escrow date shall not change from the originally agreed upon closing date. Both parties shall deposit with the
25 authorized escrow holder all funds and instruments necessary to complete the transaction in accordance with the terms herein.
2627 **DEFINITIONS** BROKER includes cooperating brokers and all licensees. DAYS means calendar days unless otherwise
28 specified. BUSINESS DAY is a day other than a Saturday or Sunday or a day on which banks in Nevada are authorized or required
29 by law to close. ACCEPTANCE (DATE OF ACCEPTANCE) means the date on which this Agreement and any other counter offers
30 are fully executed and delivered. DELIVERY or RECEIPT shall mean personal delivery to BUYER, SELLER, or to their respective
31 authorized representative, transmitted by facsimile machine, email, or certified mail. In the event of fax transmission, delivery shall
32 be deemed to have occurred at the time noted on the confirmation sheet generated by the sender's fax. In the event of the use of mail,
33 delivery and receipt shall be deemed to have occurred three (3) days following the date of mailing, evidenced by the postmark on the
34 envelope containing the delivered material. In the event of ELECTRONIC DELIVERY, delivery and receipt shall be deemed to have
35 occurred as set forth in NRS 719.020.
3637 **COUNTERPARTS AND SIGNATURES** The BUYER and SELLER acknowledge and agree a) this Agreement may be executed
38 in several counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one and the
39 same instrument; b) by signing below, the BUYER and SELLER agree to conduct this transaction by electronic means, and that
40 signatures transmitted by electronic delivery shall be acceptable for all purposes under this Agreement; and c) signatures transmitted
41 by electronic delivery shall be accepted as original signatures, and each signature is as binding as a wet signature.
4243 **VESTED TITLE** Title shall vest as designated in Escrow Instructions.
44**45 APPRAISAL, BUYER Initial Required**46 Included ☐ Waived ☐47 _____ Appraisal fee to be paid by BUYER/SELLER. It is expressly agreed,
48 notwithstanding any other provisions of this contract, the BUYER shall not be obligated to complete the purchase of the property or
49 to incur any penalty by forfeiture of earnest money deposit if the appraised value of the property (including closing costs) is less than
50 the amount specified in the purchase price. The BUYER shall, however, have the option of proceeding with the consummation of the
51 contract without regard to the amount of the appraised valuation.

1 **SALE OF OTHER PROPERTY** BUYER must check one of the following:

2 ☒ A. This Agreement is not contingent upon conveyance of BUYER's property.

3 OR

4 ☐ B. This Agreement is contingent upon conveyance of BUYER's property described as:

5 _____ which is
6 1. In escrow ☐ with a non-contingent on the sale of another property offer OR ☐ with a contingent offer scheduled to close
7 on or before _____.

8 SELLER shall have the right to continue to offer this property for sale and accept written backup offers only, subject to the
9 BUYER's rights under this Agreement. If the escrow on BUYER's property does not close by _____, this
10 Agreement will terminate unless the BUYER and SELLER otherwise agree in writing. BUYER shall provide information
11 regarding the listing and escrow on BUYER's property and related escrows, including but not limited to, closing date, loan
12 status, inspections and all additional contingencies, within _____ days of acceptance. BUYER authorizes SELLER or
13 SELLER's Agent to obtain updates on the BUYER's listing or escrow.

14
15 2. ☐ currently listed OR ☐ will be listed within _____ days in the MLS System by a REALTOR®. SELLER shall have the
16 right to continue to offer this property for sale and accept written backup offers only, subject to the BUYER's rights under
17 this Agreement. If the BUYER's property does not obtain an accepted offer within _____ days and go into escrow scheduled
18 to close on or before _____, this Agreement will terminate unless the BUYER and SELLER otherwise
19 agree in writing. BUYER shall provide information regarding the listing and escrow on BUYER's property and related
20 escrows, including but not limited to, closing date, loan status, inspections and all additional contingencies, within _____
21 days of acceptance. BUYER authorizes SELLER or SELLER's Agent to obtain updates on the BUYER's listing or escrow.

22
23 **CLOSING** Close of escrow to be 10/17/2016. Unless otherwise agreed upon in
24 writing, close of escrow date shall not change from the originally agreed upon closing date. Both parties shall deposit with the
25 authorized escrow holder all funds and instruments necessary to complete the transaction in accordance with the terms herein.

26
27 **DEFINITIONS** BROKER includes cooperating Brokers and all Licensees. DAYS means calendar days unless otherwise
28 specified. BUSINESS DAY is a day other than a Saturday or Sunday or a day on which banks in Nevada are authorized or required
29 by law to close. ACCEPTANCE (DATE OF ACCEPTANCE) means the date on which this Agreement and any other counter offers
30 are fully executed and delivered. DELIVERY or RECEIPT shall mean personal delivery to BUYER, SELLER, or to their respective
31 authorized representative, transmitted by facsimile machine, email, or certified mail. In the event of fax transmission, delivery shall
32 be deemed to have occurred at the time noted on the confirmation sheet generated by the sender's fax. In the event of the use of mail,
33 delivery and receipt shall be deemed to have occurred three (3) days following the date of mailing, evidenced by the postmark on the
34 envelope containing the delivered material. In the event of ELECTRONIC DELIVERY, delivery and receipt shall be deemed to have
35 occurred as set forth in NRS 719.020.

36
37 **COUNTERPARTS AND SIGNATURES** The BUYER and SELLER acknowledge and agree a) this Agreement may be executed
38 in several counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one and the
39 same instruments; b) by signing below, the BUYER and SELLER agree to conduct this transaction by electronic means, and that
40 signatures transmitted by electronic delivery shall be acceptable for all purposes under this Agreement; and c) signatures transmitted
41 by electronic delivery shall be accepted as original signatures, and such signatures are as binding as a wet signature.

42
43 **VESTED TITLE** Title shall vest as designated in Escrow Instructions.

44
45 **APPRAISAL BUYER Initial Required**

46 **Included** **Waived**

47 [_____/_____] [_____/_____] Appraisal fee to be paid by ☐BUYER ☐SELLER. It is expressly agreed,
48 notwithstanding any other provisions of this contract, the BUYER shall not be obligated to complete the purchase of the property or
49 to incur any penalty by forfeiture of earnest money deposit if the appraised value of the property (excluding closing costs) is less than
50 the amount specified as the purchase price. The BUYER shall, however, have the option of proceeding with the consummation of the
51 contract without regard to the amount of the appraised valuation.

Address 450 N Arlington 914 Reno 89503

Buyer [_____] and Seller [_____] have read this page.

1 EXAMINATION OF TITLE. In addition to any encumbrances referred to herein, BUYER shall take title to the property subject to (1) Real Estate Taxes not yet due, and (2) Covenants, Conditions, & Restrictions (CC&Rs), rights of way, and easements of record, if any, which do not materially affect the value or intended use of the property. Within two (2) business days of acceptance, SELLER shall order a preliminary report from a title company and CC&Rs if applicable, for the property. Within five (5) days from BUYER's receipt of the preliminary report and CC&Rs, all exceptions shall be deemed approved unless written objection is delivered to SELLER's broker within that five (5) day period. Should BUYER object to any exceptions, SELLER shall use due diligence to remove those exceptions before close of escrow. If those exceptions cannot be removed before close of escrow, BUYER may elect to purchase, subject to the existing exceptions or BUYER may elect to terminate all rights and obligations hereunder, and the deposit shall be returned to BUYER, less expenses incurred by BUYER to the date of termination. If SELLER is unwilling or unable to remove such objections, SELLER shall deliver written notification to BUYER's broker within ten (10) days of receipt of said objections.

13 TITLE AND CLOSING COSTS

BUYER ~~SELLER~~ shall pay for a (Standard) owner's policy of title insurance.
 BUYER ~~SELLER~~ shall pay for a (Standard) lender's policy of title insurance.
 BUYER is aware additional coverage policies are available. All costs associated with additional coverage policies to be paid for by BUYER, ~~SELLER~~, Other _____
 Escrow Fee to be paid by BUYER, ~~SELLER~~, Equally.
 Transfer Tax(es) to be paid by BUYER, ~~SELLER~~, Other _____
 All remaining closing costs shall be paid in customary manner as required by law, ordinance and/or regulation.

22 OMISSIONS FROM ESCROW INSTRUCTIONS The omission from escrow instructions of any provision herein shall not preclude any party from enforcing that provision. All representations and warranties shall survive the conveyance of the property.

23 PRORATION Any and all rent, taxes, interest, homeowner association fees, payments on bonds and assessments accrued by BUYER, and other expenses of the property shall be prorated as of the date of recordation of the deed. Security deposits, advance rentals, or considerations involving future lease credits shall be credited to BUYER at close of escrow.

29 REASSESSMENT OF PROPERTY TAX The BUYER is advised the property may be reassessed upon change of ownership which may result in a tax increase or decrease.

32 HOME WARRANTY CONTRACT

BUYER Initial Required
 Included ☐ Waived ☐
 [] [] A home warranty contract shall be selected by BUYER, ~~SELLER~~ and paid for by BUYER, ~~SELLER~~, Other _____. The home warranty contract shall become effective at close of escrow for not less than one year, at a price NOT to exceed \$ _____.
 The brokers herein have informed both parties that such protection programs are available. Brokers do not approve or endorse any particular program.

41 SELLER'S REAL PROPERTY DISCLOSURE FORM The SELLER will provide BUYER at time of written acceptance a completed Seller's Real Property Disclosure Form which, by this reference, shall be incorporated into this Agreement. BUYER shall return an acknowledged copy to SELLER or terminate this Agreement in writing within four (4) business days of receipt.

45 DISCLAIMER: BUYER understands that the above Seller's Real Property Disclosure Form is for disclosure purposes and is not a substitute for property inspections by experts including, but not limited to, engineers, geologists, architects, general contractors, specialty contractors such as roofing contractors and pest control operators. BUYER is urged to retain such experts that are believed appropriate. BUYER understands and acknowledges the brokers in the transaction cannot warrant the condition of the property or guarantee all defects have been disclosed by SELLER. Both parties acknowledge brokers will not be investigating the status of permits, location of property lines, and/or code compliance.

52 ITEMS NOT ADDRESSED Items of a general maintenance or cosmetic nature which do not materially affect value or use of the subject property, which existed at the time of acceptance and which are not expressly addressed in this Agreement are deemed accepted by the BUYER.

1 EXAMINATION OF TITLE In addition to any encumbrances referred to herein, BUYER shall take title to the property subject
 2 to: (1) Real Estate Taxes not yet due, and (2) Covenants, Conditions, & Restrictions (CC&Rs), rights of way, and easements of
 3 record, if any, which do not materially affect the value or intended use of the property. **Within two (2) business days** of
 4 acceptance, SELLER shall order a preliminary report from a title company and CC&Rs if applicable, for the property. **Within five**
 5 **(5) days** from BUYER's receipt of the preliminary report and CC&Rs, all exceptions shall be deemed approved unless written
 6 objection is delivered to SELLER's Broker within this five (5) day period. Should BUYER object to any exceptions, SELLER shall
 7 use due diligence to remove those exceptions before close of escrow. If those exceptions cannot be removed before close of escrow,
 8 BUYER may elect to purchase, subject to the existing exceptions or BUYER may elect to terminate all rights and obligations
 9 hereunder, and the deposit shall be returned to BUYER, less expenses incurred by BUYER to the date of termination. If SELLER is
 10 unwilling or unable to remove such objections, SELLER shall deliver written notification to BUYER's Broker **within ten (10) days**
 11 of receipt of said objections.

12

13 TITLE AND CLOSING COSTS

14 ☐BUYER ☒SELLER shall pay for a (Standard) owner's policy of title insurance.

15 ☐BUYER ☒SELLER shall pay for a (Standard) lender's policy of title insurance.

16 BUYER is aware additional coverage policies are available. All costs associated with additional coverage policies to be paid for by

17 ☐BUYER, ☒SELLER, ☐other _____

18 Escrow Fee to be paid by ☐BUYER, ☐SELLER, ☒split equally.

19 Transfer Tax(es) to be paid by ☐BUYER, ☒SELLER, ☐other _____

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

21

22 **OMISSIONS FROM ESCROW INSTRUCTIONS** The omission from escrow instructions of any provision herein shall not
 23 preclude any party from enforcing that provision. All representations and warranties shall survive the conveyance of the property.

24

25 **PRORATION** Any and all rents, taxes, interest, homeowner association fees, payments on bonds and assessments assumed by
 26 BUYER, and other expenses of the property shall be prorated as of the date of recordation of the deed. Security deposits, advance
 27 rentals, or considerations involving future lease credits shall be credited to BUYER at close of escrow.

28

29 **REASSESSMENT OF PROPERTY TAX** The BUYER is advised the property may be reassessed upon change of ownership
 30 which may result in a tax increase or decrease.

31

32 HOME WARRANTY CONTRACT

33 **BUYER Initial Required**

34 **Included** **Waived**

35 [_____/_____] [_____/_____] A home warranty contract, shall be selected by ☐BUYER, ☒SELLER and paid
 36 for by ☐BUYER, ☒SELLER, ☐other _____ The home warranty

37 contract shall become effective at close of escrow for not less than one year, at a price NOT to exceed \$ _____

38 The Brokers herein have informed both parties that such protection programs are available. Brokers do not approve or endorse any
 39 particular program.

40


41 **SELLER'S REAL PROPERTY DISCLOSURE FORM** The SELLER will provide BUYER **at time of written acceptance** a
 42 completed Seller's Real Property Disclosure Form which, by this reference, shall be incorporated into this Agreement. BUYER
 43 shall return an acknowledged copy to SELLER or terminate this Agreement in writing **within four (4) business days of receipt**.

44

45 **DISCLAIMER:** BUYER understands that the above Seller's Real Property Disclosure Form is for disclosure purposes and is not
 46 a substitute for property inspections by experts including, but not limited to, engineers, geologists, architects, general contractors,
 47 specialty contractors such as roofing contractors and pest control operators. BUYER is urged to retain such experts that are believed
 48 appropriate. BUYER understands and acknowledges the Brokers in the transaction cannot warrant the condition of the property or
 49 guarantee all defects have been disclosed by SELLER. Both parties acknowledge Brokers will not be investigating the status of
 50 permits, location of property lines, and/or code compliance.

51

52 **ITEMS NOT ADDRESSED** Items of a general maintenance or cosmetic nature which do not materially affect value or use of
 53 the subject property, which existed at the time of acceptance and which are not expressly addressed in this Agreement are deemed
 54 accepted by the BUYER.

Address 450 N Arlington 914  Reno 89503

Buyer [_____/_____] and Seller [_____/_____] have read this page.

1 **INSPECTIONS** Acceptance of this offer is subject to the following (reserved right) BUYER has the right to inspect the property,
 2 order all inspections, and select qualified professionals including, but not limited to, licensed contractors, certified building inspectors,
 3 and any other qualified professionals who will inspect the property.

4 BUYER shall indicate inspections to be included or waived in the list below. The following is not a comprehensive list of possible
 5 inspections; therefore, BUYER should add any additional inspections necessary to satisfy the BUYER under "OTHER."

6
 7 All inspections shall be completed and copies of all inspections shall be provided to both BUYER and SELLER at no additional
 8 expense to either party.

9 ☒ within 7 days of the date of acceptance; OR
 10 ☐ within _____ days of the BUYER's receipt of SELLER's written acceptance of Lien Holder(s) Short Sale approval.

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

12 A. approval of the inspections without requiring any repairs; OR

13 B. approval of the inspections with Notice of Required Repairs or an Addendum listing all required repairs. SELLER shall
 14 respond in writing within five (5) days of delivery; OR

15 C. termination of this Agreement including an explanation how the condition(s) revealed by any inspection report materially and
 16 or reasonably justify such a decision.

17 If any inspection is not completed by the deadline, that inspection is deemed waived and SELLER is released from liability for the
 18 cost of repairs that inspection would have reasonably identified had it been conducted, except as otherwise provided by law. If

19 BUYER acts reasonably in terminating the Agreement based upon objectionable conditions revealed by the inspection(s), BUYER is
 20 released from any and all obligations to SELLER and entitled to a refund of the earnest money deposit, less expenses incurred by
 21 BUYER.

22
 23 **INSPECTIONS**

	Included	Waived	N/A	Paid By	
24 PEST INSPECTION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
25 HOME INSPECTION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
26 HEATING SYSTEM INSPECTION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
27 COOLING SYSTEM INSPECTION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
28 SURVEY TYPE	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
29 WELL QUALITY	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
30 WELL QUANTITY	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
31 SEPTIC PUMPING	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
32 SEPTIC INSPECTION	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
33 SEPTIC LID LOCATION REMOVAL	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
34 FIREPLACE INSPECTION	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
35 WOODBURNING DEVICE INSPECTION	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
36 (In the event device does not meet all applicable codes and/or laws, the cost of its removal shall be the responsibility of the					
37 SELLER. Stovepipe to be capped off at ceiling or fireplace to be returned to working order at SELLER's expense.)					
38 OIL TANK TEST Type	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
39 (If oil tank needs to be filled to perform test, BUYER <input type="checkbox"/> will, <input type="checkbox"/> will not reimburse SELLER.)					
40 OTHER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
41 OTHER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
42 OTHER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER

43
 44 I, _____ (Buyer Initials) BUYER affirms the above selections.

45
 46 SELLER agrees to provide reasonable access to the property to BUYER, as well as inspectors representing BUYER, for both
 47 inspections and re-inspections as provided in this Agreement and to representatives of lending institutions for appraisal purposes.

48 SELLER agrees to have all utilities in service the day of inspection and until close of escrow.

49
 50 **REPAIRS** SELLER agrees to pay for and complete repairs in an amount NOT to exceed \$ _____ for all repair

51 conditions indicated on Appraisal Report, System and Maintenance, Inspections, Final Walkthrough, and/or any defect identified in
 52 the Seller's Real Property Disclosure Form or discovered by SELLER but not disclosed in the Seller's Real Property Disclosure

53 Form or which has been discovered to be materially worse than was indicated. A copy of repair invoices shall be delivered to
 54 BUYER prior to close of escrow. The Buyer herein have no responsibility to assist in the payment of any repair, correction or

55 deferred maintenance on the subject property which may have been revealed by the above inspections, agreed upon by the BUYER
 56 and SELLER or requested by one party.

1 **INSPECTIONS** Acceptance of this offer is subject to the following reserved right. BUYER has the right to inspect the property,
 2 order all inspections, and select qualified professionals including, but not limited to, licensed contractors, certified building inspectors
 3 and any other qualified professionals who will inspect the property.
 4 BUYER shall indicate inspections to be included or waived in the list below. The following is not a comprehensive list of possible
 5 inspections; therefore, BUYER should add any additional inspections necessary to satisfy the BUYER under "OTHER."

6
 7 All inspections shall be completed and copies of all inspections shall be provided to both BUYER and SELLER at no additional
 8 expense to either party

9 ☒ within 7 days of the date of acceptance; OR

10 ☐ within days of the BUYER's receipt of SELLER's written acceptance of Lien Holder(s) Short Sale approval

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

12 A. approval of the inspections without requiring any repairs; OR

13 B. approval of the inspections with Notice of Required Repairs or an Addendum listing all required repairs. SELLER shall
 14 respond in writing within five (5) days of delivery; OR

15 C. termination of this Agreement including an explanation how the condition(s) revealed by any inspection report materially and/
 16 or reasonably justify such a decision.

17 If any inspection is not completed by the deadline, that inspection is deemed waived and SELLER is released from liability for the
 18 cost of repairs that inspection would have reasonably identified had it been conducted, except as otherwise provided by law. If
 19 BUYER acts reasonably in terminating the Agreement based upon objectionable conditions revealed by the inspection(s), BUYER is
 20 released from any and all obligations to SELLER and entitled to a refund of the earnest money deposit, less expenses incurred by
 21 BUYER.

22	23 INSPECTIONS	Included	Waived	N/A	Paid By	
24	PEST INSPECTION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
25	HOME INSPECTION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
26	HEATING SYSTEM INSPECTION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
27	COOLING SYSTEM INSPECTION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
28	SURVEY Type _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
29	WELL QUALITY	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
30	WELL QUANTITY	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
31	SEPTIC PUMPING	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
32	SEPTIC INSPECTION	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
33	SEPTIC LID LOCATION/REMOVAL	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
34	FIREPLACE INSPECTION	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
35	WOODBURNING DEVICE INSPECTION	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER

36 (In the event device does not meet all applicable codes and/or laws, the cost of its removal shall be the responsibility of the
 37 SELLER. Stovepipe to be capped off at ceiling or fireplace to be restored to working order at SELLER's expense.)

38 OIL TANK TEST Type _____ ☐ ☐ ☒ ☐ BUYER ☐ SELLER

39 (If oil tank needs to be filled to perform test, BUYER ☐ will, ☐ will not reimburse SELLER.)

40 OTHER _____ ☐ ☐ ☐ ☐ BUYER ☐ SELLER

41 OTHER _____ ☐ ☐ ☐ ☐ BUYER ☐ SELLER

42 OTHER _____ ☐ ☐ ☐ ☐ BUYER ☐ SELLER

43
 44 [_____/_____] (Buyer Initials) BUYER affirms the above selections.

45
 46 SELLER agrees to provide reasonable access to the property to BUYER, as well as inspectors representing BUYER, for both
 47 inspections and re-inspections as provided in this Agreement and to representatives of lending institutions for appraisal purposes.
 48 SELLER agrees to have all utilities in service the day of inspection and until close of escrow.

49
 50 **REPAIRS** SELLER agrees to pay for and complete repairs in an amount NOT to exceed \$ _____ for all repair
 51 conditions indicated on Appraisal Report; System and Maintenance; Inspections, Final Walkthrough; and/or any defect identified in
 52 the Seller's Real Property Disclosure Form or discovered by SELLER but not disclosed in the Seller's Real Property Disclosure
 53 Form or which has been discovered to be materially worse than was indicated. A copy of repair invoices shall be delivered to
 54 BUYER prior to close of escrow. The Brokers herein have no responsibility to assist in the payment of any repair, correction or
 55 deferred maintenance on the subject property which may have been revealed by the above inspections, agreed upon by the BUYER
 56 and SELLER or requested by one party.

Address 450 N Arlington 914 Reno 89503

Buyer [_____/_____] and Seller [_____] have read this page.

Authentisign ID: 2804B860-F345-4D1B-BCD6-A2C89D650B60

1 Included

2 Waived 3 REINSPECTIONS to be paid by ☐ BUYER ☐ SELLER SELLER shall have all
 4 agreed upon repairs completed no later than _____ days prior to Close of Escrow and BUYER shall have the right to re-inspect

5 **FINAL WALKTHROUGH** BUYER shall have the right to a final walkthrough prior to close of escrow to ensure compliance
 6 with the terms of this Agreement

7
 8 **CONDITIONS SATISFIED OR WAIVED IN WRITING** Each condition, contingency, approval and disapproval shall be
 9 satisfied according to its terms unless waived in writing by the breaching party within the time limits specified, or an extension in
 10 writing is agreed to by the parties. Each party shall diligently pursue the completion of this transaction.

11
 12 **PHYSICAL POSSESSION** Physical possession of the property, with keys to all property locks, community mailbox keys,
 13 status, and garage door opener(s), if applicable, shall be delivered to BUYER ☒ upon recording of the deed, OR ☐ Short Term
 14 Occupancy Agreement, OR ☐ by Residential Lease/Rental Agreement

15
 16 **DESTRUCTION OF IMPROVEMENTS** If the improvements of the property are destroyed, materially damaged, or found to be
 17 materially defective prior to close of escrow, BUYER may terminate the Agreement by written notice delivered to SELLER's
 18 Broker, and earnest money deposit shall be returned to BUYER.

19
 20 **FIXTURES** All items permanently attached to the property as of this date including, but not limited to, light fixtures, attached
 21 floor coverings, central vacuum and related equipment, draperies, blinds and shades including window hardware, door and window
 22 screen(s), storm rash, construction doors, awnings, TV antenna(s), satellite dish, burglar, fire and smoke alarms, built-in pools and
 23 spas with related equipment, solar system(s), conforming woodstoves, intercom system, water softener system, attached fireplace
 24 screen(s), electric garage door opener(s) with control(s), outdoor plants and trees, (other than in movable containers), **OTHER**

25
 26
 27 are included in the purchase price, free of liens. **EXCLUDING: No Exclusions**

28
 29
 30
 31 **PERSONAL PROPERTY** The following personal property, on the premises when inspected by BUYER, is included in the
 32 purchase price and shall be transferred to BUYER free of liens at close of escrow with no warranty implied as to the condition of any
 33 personal property after close of escrow: **N/A**

34
 35
 36
 37 **BONDS AND ASSESSMENTS (Other than Common-Interest Communities)** In the event there is a bond or assessment which
 38 has a principal balance or requires settlement in full prior to close of escrow, the bond or assessment shall be ☒ paid by SELLER,
 39 ☐ assumed by BUYER, ☐ other

40
 41 **OIL AND PROPANE** If applicable, any oil or propane existing at time of written acceptance, allowing for normal use up to close
 42 of escrow, will be ☐ purchased by BUYER ☐ included in the purchase price. If fuel is purchased by BUYER, SELLER to contact
 43 fuel company to measure existing fuel no later than five (5) days prior to close of escrow. Fuel credit amount to be submitted to title
 44 company for credit to SELLER for remaining fuel.

45
 46 **SYSTEMS AND MAINTENANCE** Until possession is delivered, SELLER shall maintain the property in its entirety including,
 47 but not limited to, all existing structures, landscaping, grounds, appliances and systems. SELLER agrees to deliver the property in a
 48 neat and clean condition, and remove all debris and personal belongings. The following items are specifically excluded from the
 49 above:

50

Page 5 of 6

Address 450

N. Arlington 914

Phone

89803

Agent 1

I and Seller

I have read this page

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Inland Solutions

1 Included Waived

2 [_____/_____] [_____/_____] REINSPECTIONS to be paid by ☐ BUYER ☐ SELLER. SELLER shall have all
3 agreed upon repairs completed no later than _____ days prior to Close of Escrow and BUYER shall have the right to re-inspect.

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28 _____
29 _____
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35 _____
36
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48 neat and clean condition, and remove all debris and personal belongings. The following items are specifically excluded from the
49 above: _____

50 _____

Address 450 N Arlington 914 Reno 89503

Buyer [_____/_____] and Seller GS [_____/_____] have read this page.

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

14 COMMON-INTEREST COMMUNITY DISCLOSURE

15 The property ☒ is ☐ is not located in a Common-Interest Community.

16 If so, complete the following:

17 SELLER to provide, at SELLER's expense, BUYER Common-Interest Community documents ("Resale Package") as required by
 18 NRS 116.4109. SELLER to order Resale Package within 5 days of acceptance.

19 Association transfer fees to be paid by ☒ BUYER, ☐ SELLER, ☐ other _____

20 Association set up fees to be paid by ☐ BUYER, ☒ SELLER, ☐ other _____

21 Other Association fees related to the transfer of the Common-Interest Community paid by ☒ BUYER, ☐ SELLER, _____

22 ☐ other _____

23 The amount of any delinquent assessments including penalties, attorney's fees, and other charges provided for in the management
 24 documents shall be paid current by the SELLER at close of escrow. SELLER must disclose knowledge of upcoming and pending
 25 assessments.

26 Having Assessments levied shall be paid by ☒ BUYER, ☐ SELLER, ☐ other _____

27 Assessments levied, but not yet due, shall be paid by ☒ BUYER, ☐ SELLER, ☐ other _____

28 BUYER to have five (5) days from receipt of Resale Package for review. If the BUYER does not approve the Resale Package, then
 29 written notice to cancel must be given within that same five (5) day period.

30

31 AREA RECREATION PRIVILEGES AND RULES If applicable, SELLER shall relinquish, on or before close of escrow,
 32 recreation privileges, passes, identification cards or keys for access to common-interest community facilities and general
 33 improvements. Upon close of escrow, SELLER agrees to pay replacement charges for identification cards or keys that are not
 34 relinquished. BUYER shall become familiar with the current common-interest community facilities and general improvement policies
 35 regarding recreation privileges and associated costs prior to close of escrow.

36

37 LAND USE REGULATION The BUYER is advised the property may be subject to the authority of the federal government,
 38 state, county, city and/or the various courts having jurisdiction. These governmental entities, from time to time, have adopted and
 39 revised land use and environmental regulations that may apply to the property. Due to the uncertain effect of land use and
 40 environmental regulations that may apply to the property and may affect BUYER's intended use of the property, BUYER is advised
 41 to research the possible effect of applicable land use and environmental regulations. The Broker makes no representations or
 42 warranties regarding the existing permissible uses or future revisions to the land use regulations.

43

44 ENVIRONMENTAL CONDITIONS The BUYER is advised the property may be located in an area found to have special flood
 45 hazards as indicated by FEMA, avalanche conditions, freezing temperatures, snow loads, seismic activity and/or wildland fires. It
 46 may be necessary to purchase additional insurance in order to obtain a loan secured by the property from any federally regulated
 47 financial institution or a loan insured or guaranteed by an agency of the U.S. Government. For further information, consult your
 48 lender, insurance carrier or other appropriate agency.

49

50 WATER METERS The BUYER may be required, at some future date, to incur the costs of installation of water meters and/or
 51 conversion to metered rates.

52

53 WELLS Many factors may affect the performance of a well system. If the property includes a well, BUYER may be required, at
 54 some future date, to incur the costs of connecting the Property to a public water system. See Information Regarding Private Well and
 55 Septic Systems.

56

1 VERIFICATION OF INFORMATION

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

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Association set up fees to be paid by ☐BUYER, ☒SELLER, ☐ other _____

Other Association fees related to the transfer of the Common-Interest Community paid by ☐BUYER, ☒SELLER, ☐ other _____

The amount of any delinquent assessments including penalties, attorney's fees, and other charges provided for in the management documents shall be paid current by the SELLER at close of escrow. SELLER must disclose knowledge of upcoming and pending assessments.

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The BUYER is advised the property may be subject to the authority of the federal government, state, county, city and/or the various courts having jurisdiction. These governmental entities, from time to time, have adopted and revised land use and environmental regulations that may apply to the property. Due to the uncertain effect of land use and environmental regulations that may apply to the property and may affect BUYER's intended use of the property. BUYER is advised to research the possible effect of applicable land use and environmental regulations. The Broker makes no representations or warranties regarding the existing permissible uses or future revisions to the land use regulations.

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The BUYER is advised the property may be located in an area found to have special flood hazards as indicated by FEMA, avalanche conditions, freezing temperatures, snow loads, seismic activity and/or wildland fires. It may be necessary to purchase additional insurance in order to obtain a loan secured by the property from any federally regulated financial institution or a loan insured or guaranteed by an agency of the U.S. Government. For further information, consult your lender, insurance carrier or other appropriate agency.

51 WATER METERS

The BUYER may be required, at some future date, to incur the costs of installation of water meters and/or conversion to metered rates.

54 WELLS

Many factors may affect the performance of a well system. If the property includes a well, BUYER may be required, at some future date, to incur the costs of connecting the Property to a public water system. See Information Regarding Private Well and Septic System.

Address 450 N Arlington 914 Reno 89503

Buyer [] and Seller [CS] have read this page.

- 1 **ADDITIONAL FEES** Some areas may include/impose additional fees or charges for the remediation of water system.
2
3 **SEPTIC SYSTEMS** If the property includes a septic system, BUYER may be required, at some future date, to incur the costs of
4 connecting the Property's plumbing to a public sewer system. See Information Regarding Private Well and Septic System.
5
6 At close of escrow, BUYER assumes all future costs associated with water meters, wells and septic systems.
7
8 **PRIVATE ROADS** If the property shares a common road or access driveway or right of way with other property, the SELLER
9 shall disclose the existence of any road maintenance agreement.
10
11 **WATER RIGHTS** Water rights, if any, to be included with the property unless specifically excluded by deed or mineral
12 agreement.
13
14 **TAX WITHHOLDING (FIRPTA)** Unless the property is acquired for use as a primary residence and is sold for no more than
15 \$800,000, SELLER agrees to provide BUYER with (a) NON-FOREIGN SELLER AFFIDAVIT, or (b) WITHHOLDING
16 CERTIFICATE FORM from the Internal Revenue Service stating that withholding is not required. In the event none of the foregoing
17 is applicable, BUYER requires 10% of Seller's proceeds to be withheld by escrow in comply with the FOREIGN INVESTMENT
18 AND REAL PROPERTY TAX ACT (IRC Section 1445).
19
20 **TAX DEFERRED EXCHANGE** In the event BUYER or SELLER wishes to enter into an IRC tax deferred exchange for the real
21 property described herein, each of the parties agrees to cooperate with the other party in connection with such exchange, including the
22 execution of documents as may be reasonably necessary to effectuate the same. Provided that the other party shall not be obligated to
23 delay the closing, all additional costs in connection with the exchange shall be borne by the party requesting the exchange, and the
24 other party shall not be obligated to execute any note, contract, deed, or other document providing for any personal liability which
25 would survive the exchange. The other party shall be indemnified and held harmless against any liability arising or is claimed to have
26 arisen on account of the acquisition of ownership of the exchange property.
27

28 **ADDITIONAL TERMS AND CONDITIONS:**

29 _____
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51 _____

52 **THE FOLLOWING HAVE BEEN RECEIVED AND ACKNOWLEDGED BY BUYER:**

- 53 ☒ Disclosures by a Nevada Real Estate Licensee
54 ☒ Environmental Contact List
55 ☒ HUD Inspection For your Protection: Get a Home Inspection
56 ☐ Information Regarding Private Well and Septic System
57 ☒ Residential Disclosure Guide

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2

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Address 450 N Arlington 914 Reno 89503

Buyer [] and Seller [] have read this page.

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1 THE FOLLOWING ADDENDA AND EXHIBITS ARE ATTACHED AND INCORPORATED

- 2 ☒ Common Interest-Community Information Statement "Before You Purchase Property in a Common-Interest Community ..."
- 3 ☒ Consent to Act
- 4 ☐ Residential/Lease Rental Agreement
- 5 ☐ Lead Based Paint Addendum (if property built prior to 1978)
- 6 ☐ Range Land Disclosure
- 7 ☐ SELLER Financing Addendum (Residential)
- 8 ☐ Short Sale Addendum to the Offer and Acceptance Agreement
- 9 ☐ Short Term Agreement to Occupy After Close of Escrow
- 10 ☐ Used Manufactured/Mobile Home Disclosure
- 11 ☐ Other _____

12

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

14

15 **NEVADA LAW TO APPLY** Nevada law shall apply to the interpretation and enforcement of this Agreement.

16

17 **SELLER DEFAULT** If SELLER defaults in the performance of this Agreement, BUYER shall have the right to recover from

18 SELLER all of BUYER'S actual damages that BUYER may suffer as a result of SELLER'S default, and to pursue any and all other

19 remedies available at law or in equity (including specific performance).

20

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

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

23 A. [] [] (Buyer Initials) Liquidated Damages: SELLER may retain, as its sole legal recourse, the earnest money

24 deposit. BUYER and SELLER hereby acknowledge that SELLER'S actual damages would be difficult to measure and that the

25 earnest money deposit is a fair and reasonable estimate of such damages.

26 **OR**

27 B. [] [] (Buyer Initials) Actual Damages: SELLER shall have the right to recover from BUYER all of SELLER'S

28 actual damages that SELLER may suffer as a result of BUYER'S default, and to pursue any and all other remedies available at law

30 or in equity.

31

32 **MEDIATION** For information purposes only. If a dispute arises out of or relates to this Agreement, or its breach, the parties are

33 aware that the local Association of REALTORS® has a Dispute Resolution Service (DRS) available. A DRS brochure is available

34 upon request.

35

36 **ATTORNEY FEES** In the event either party is required to engage the services of an attorney to enforce this Agreement, the

37 prevailing party in any proceeding shall be entitled to an award of reasonable attorney's fees, legal expenses and costs.

38

39 **CODE OF ETHICS** Not all real estate licensees are REALTOR(S)®. A REALTOR® is a member of the National Association of

40 REALTORS® and therefore subscribes to a higher ethical standard in the industry, known as the REALTOR® Code of Ethics. To

41 receive a copy of the REALTOR® Code of Ethics, ask your real estate professional OR, the local Association of REALTORS®.

42

43 **PROFESSIONAL CONSULTATION ADVISORY** A real estate Broker is qualified to advise on real estate. The parties are

44 advised to consult with appropriate professionals including, but not limited to, engineers, surveyors, appraisers, lawyers, CPAs, or

45 other professionals, on specific topics including, but not limited to, land use regulation, boundaries and setbacks, square footage,

46 physical condition, legal, tax, water rights and other consequences of the transaction.

Authentisign ID: 2804B860-F345-4D1B-BCD6-A2C89D650B60

1 SELLER has agreed, by separate listing agreement, to pay real estate commissions for services rendered, at close of escrow.
 2 As published in the M.L.S. 3.00 % of the accepted price, or \$ _____, shall be paid to the BUYER's Broker.
 3 Lake Propositions Realty, irrespective of the agency relationship.

4
 5 **EXPIRATION OF OFFER** This offer shall expire unless acceptance, including delivery thereof, to BUYER or to
 6 Jacqueline Paronzo on or before 3 P.M. on 10/4/2016.

7
 8 **ENTIRE AGREEMENT** This document and the documents incorporated and attached contain the entire Agreement of the parties
 9 and supersede all prior Agreements or representations with respect to the property which are not expressly set forth herein. This
 10 Agreement may be modified only in writing, signed and dated by both parties. Both parties acknowledge that they have not relied on
 11 any statements of any real estate brokers which are not herein expressed. BUYER acknowledges having read and approved each of
 12 the provisions of this Agreement and agrees to purchase the described property for the price and on the terms and conditions
 13 specified.

14
 15 BUYER [Signature] DATE 10/04/2016 TIME 1706
 16
 17 BUYER [Signature] DATE 10/01/2016 TIME 1700
 18 Kathryn Kalar

19 Representation: The BUYER's Licensee is:
 20
 21 BUYER's Agent Name Jacqueline Paronzo BUYER's Broker Name Thomas King
 22
 23 BUYER's Agent License # 43769 BUYER's Broker License # 28077
 24
 25 Phone (530) 545-0517 Fax (530) 542-2803 Company Name Lake Propositions Realty
 26
 27 BUYER's Agent Email jacqueline@lpr.com Office Address PO Box 1786
 28
 29 BUYER's Agent Signature [Signature] City/State/Zip Lafayette, CA 94501

30 **SELLER'S ACCEPTANCE, COUNTER OFFER OR REJECTION OF AGREEMENT**
 31 SELLER acknowledges having read and approved each of the provisions of this Agreement. Authorization is hereby given the
 32 brokers in this Agreement to deliver a signed copy to BUYER and to disclose the terms of sale to members of a Multiple Listing
 33 Service or Association of REALTORS® at close of escrow.
 34 SELLER to check one of the following options and date, time and sign this Agreement.

35
 36 ☒ **Acceptance of Offer** SELLER accepts this offer to purchase, agrees and has the authority to sell the above described property
 37 on the terms and conditions as stated herein.

38 ☒ **Counter Offer** SELLER signs this offer subject to a Counter Offer dated 10/3/2016

39 ☐ **Rejection** SELLER rejects the foregoing offer.

40
 41 SELLER Gregg Smith DATE 10/3/2016 Time _____
 42
 43 10/6/2016 3:09:34 PM PDT DATE _____ Time _____
 44
 45 SELLER DATE _____ Time _____
 46
 47 SELLER DATE _____ Time _____

48
 49 Representation: The SELLER's Licensee is:
 50
 51 SELLER's Agent Name Hendie Jensen SELLER's Broker Name Benny Penwell
 52
 53 SELLER's Agent's License # _____ SELLER's Broker's License # _____
 54
 55 Phone 775-744-7000 Fax 775-744-7010 Company Name Pacific Realty - Carson
 56
 57 SELLER's Agent Email hendie@pacificrealty.com Office Address 1020 Carson Crossing
 58
 59 City/State/Zip Carson, NV 89310

Page 4 of 6

Address 450 N. Arlington 914 State 89303

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SELLER'S 18
BIA 5-9

Instant Solutions

1 SELLER has agreed, by separate listing agreement, to pay real estate commissions for services rendered, at close of escrow.
 2 As published in the MLS, 3.00 % of the accepted price, or \$ _____, shall be paid to the BUYER's Broker,
 3 Lake Properties Realty, irrespective of the agency relationship.

5 EXPIRATION OF OFFER This offer shall expire unless acceptance, including delivery thereof, to BUYER or to
 6 Jacqueline Parenteau on/or before 5 ☐ A.M. ☐ P.M. on 10/4/2016.

8 ENTIRE AGREEMENT This document and the documents incorporated and attached contain the entire Agreement of the parties
 9 and supersede all prior Agreements or representations with respect to the property which are not expressly set forth herein. This
 10 Agreement may be modified only in writing, signed and dated by both parties. Both parties acknowledge that they have not relied on
 11 any statements of any real estate Brokers which are not herein expressed. BUYER acknowledges having read and approved each of
 12 the provisions of this Agreement and agrees to purchase the described property for the price and on the terms and conditions
 13 specified.

15 BUYER _____ DATE _____ TIME _____
 16 Joe Nazar

17 BUYER _____ DATE _____ TIME _____
 18 Kathryn Nazar

19 Representation: The BUYER's Licensee is:

21 BUYER's Agent Name Jacqueline Parenteau BUYER's Broker Name Thomas King

23 BUYER's Agent License # 45769 BUYER's Broker License # 28077

25 Phone (530) 545-0577 Fax (530) 542-2803 Company Name Lake Properties Realty

27 BUYER's Agent Email jacque@cbmckinney.com Office Address PO Box 1786

30 BUYER's Agent Signature Jacqueline Parenteau City/State/Zip Zephyr Cove NV 89448
 (Licensee's acknowledgement of receipt of deposit)

32 SELLER'S ACCEPTANCE, COUNTER OFFER OR REJECTION OF AGREEMENT

33 SELLER acknowledges having read and approved each of the provisions of this Agreement. Authorization is hereby given the
 34 Brokers in this Agreement to deliver a signed copy to BUYER and to disclose the terms of sale to members of a Multiple Listing
 35 Service or Association of REALTORS® at close of escrow.

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

38 ☐ Acceptance of Offer SELLER accepts this offer to purchase, agrees and has the authority to sell the above described property
 39 on the terms and conditions as stated herein.

41 ☒ Counter Offer SELLER signs this offer subject to a Counter Offer dated 10/3/2016.

43 ☐ Rejection SELLER rejects the foregoing offer.

45 SELLER Gregg Smith DATE 10/3/2016 Time _____
 10/6/2016 3:09:41 PM PDT

47 SELLER _____ DATE _____ Time _____

49 Representation: The SELLER's Licensee is:

51 SELLER's Agent Name Mandie Jensen SELLER's Broker Name Nancy Fennell
 (Print Name)

53 SELLER's Agent's License # _____ SELLER's Brokers License # _____

55 Phone 775-746-7000 Fax 775-746-7010 Company Name Dickson Realty - Caughlin

57 SELLER's Agent Email mjensen@dicksonrealty.com Office Address 1030 Caughlin Crossing

59 City/State/Zip Reno NV 89519



COUNTER OFFER



1 This Counter Offer to the Offer and Acceptance Agreement dated 10/1/2016, regarding the property located at
 2 450 N. Arlington Ave. 914 Reno NV 89503,
 3 between Joe Nazar Kathryn Nazar (BUYER)
 4 and Secured Assets Belvedere Tower (SELLER)
 5 is being attached this date 10/04/16 by SELLER.
 6 Title and Escrow to be held with Brandie Martin at First American Title
 7 Company
 8 Page 2, line 23: Closing is subject to approval of the United States
 9 Bankruptcy Court for the District of Nevada, case no. BK-N-16-51162,
 10 which approval the Seller will seek on an expedited basis to enable
 11 closing as soon as possible after October 17th, 2016.

19 OTHER TERMS: All other terms to remain the same.

21 RIGHT TO ACCEPT OTHER OFFERS: SELLER reserves the right to accept any other offer prior to BUYER's
 22 written acceptance of the Counter Offer. Acceptance shall not be effective until a copy of this Counter Offer, dated
 23 and signed by BUYER, is received by SELLER and/or Mandie Jensen.

25 EXPIRATION: This Counter Offer shall expire unless a copy with BUYER's written acceptance is delivered to
 26 SELLER or SELLER's Broker on or before 5 ☐ AM ☒ PM, on 10/07/16.

27
 28 SELLER: Authentisign
Gregg Smith Dated: 10/04/2016 Time: 10:04 AM
 29 Secured Assets Belvedere Tower

30 SELLER: _____ Dated: _____ Time: _____

BUYER'S ACCEPTANCE, COUNTER TO COUNTER OFFER OR REJECTION OF AGREEMENT

35 ☐ Acceptance of Counter Offer: BUYER accepts this Counter Offer.

37 ☐ Counter to the Counter Offer: BUYER signs this Counter Offer subject to a Counter to Counter Offer
 38 dated _____.

40 ☐ Rejection: BUYER rejects this Counter Offer.

42 BUYER: _____ Dated: _____ Time: _____
 43 Joe Nazar

44 BUYER: _____ Dated: _____ Time: _____
Kathryn Nazar

EXHIBIT F



RESIDENTIAL OFFER AND ACCEPTANCE AGREEMENT



1 RECEIVED FROM Xiaodong Sun Yang and Lietai Yang
 2 _____,
 3 hereinafter designated as BUYER, the amount set forth below as EARNEST MONEY DEPOSIT on account of the PURCHASE
 4 PRICE OF \$ 120,000.00 (_____ DOLLARS),
 5 for the real property situated in the ☒ City OR ☐ Unincorporated Area of Reno, County of Washoe,
 6 State of Nevada, commonly described as 450 N Arlington Unit 505,
 7 APN 00746321 (legal description to be supplied in escrow).
 8 BUYER ☒ does, ☐ does not intend to occupy the property as a residence.
 9 _____
 10 **EARNEST MONEY DEPOSIT** Evidenced by ☐ Check, or ☒ other Mailed upon acceptance \$1000.00
 11 payable to First American Title, held uncashed until acceptance and
 12 then deposited within one (1) business day of acceptance with Brandi Martin First American Title.
 13 Authorized escrow holder to be selected by ☐ BUYER ☒ SELLER.
 14 _____
 15 **BALANCE OF CASH DOWN PAYMENT** (not including closing costs) \$119,000.00
 16 Source of down payment Buyers personal funds.
 17 _____
 18 **CASH PURCHASE** BUYER to provide evidence, satisfactory to SELLER, of sufficient cash available to complete this purchase
 19 within 5 days of written acceptance.
 20 _____
 21 **NEW FIRST LOAN PROCEEDS:** ☐ Conventional, ☐ FHA, ☐ VA, ☐ Rural, ☐ Private \$N/A
 22 ☐ Fixed Rate for N/A years. Interest not to exceed N/A %.
 23 ☐ Adjustable Rate for N/A years. Initial Interest not to exceed N/A % maximum lifetime rate not to
 24 exceed N/A %.
 25 **NEW SECOND LOAN PROCEEDS:** ☐ Conventional, ☐ FHA, ☐ VA, ☐ Rural, ☐ Private \$N/A
 26 ☐ Fixed Rate for N/A years. Interest not to exceed N/A %.
 27 ☐ Adjustable Rate for N/A years. Initial Interest not to exceed N/A % maximum lifetime rate not to
 28 exceed N/A %.
 29 _____
 30 **Payment shall include:** ☐ Interest only OR ☐ Principal and Interest.
 31 **Taxes and Insurance** shall be impounded monthly by lender or paid directly by BUYER.
 32 _____
 33 **BUYER** to lock loan terms within N/A days of acceptance or BUYER agrees to pay prevailing rates.
 34 **BUYER** to pay discount points not to exceed N/A %. SELLER to pay discount points not to exceed N/A %.
 35 Any reduction in discount points at closing to be allocated proportionately.
 36 Loan origination fee not to exceed N/A % paid by ☐ BUYER, ☐ SELLER.
 37 **SELLER** agrees to pay up to \$ N/A in fees which cannot be paid by the BUYER pursuant to FHA or VA regulation.
 38 All remaining loan fees shall be paid as required by law, ordinance and/or regulation.
 39 PMI, MIP, VA funding fee, if any, to be ☐ paid in cash, ☐ financed, ☐ paid monthly.
 40 _____
 41 **OTHER** (Specify in Additional Terms and Conditions or Financing Addendum): \$N/A
 42 _____
 43 **TOTAL PURCHASE PRICE** in the sum of (not including closing costs): \$120,000.00
 44 _____
 45 **LOAN APPROVAL** Within five (5) days of acceptance, BUYER agrees to (1) submit completed loan application, including all
 46 documentation, to a lender of BUYER's choice, (2) authorize ordering of the appraisal; and (3) furnish a pre-approval letter to
 47 SELLER based upon a standard factual credit report and review of debt to income ratios. This offer is conditioned upon BUYER's
 48 ability to deliver to SELLER a letter of loan approval which includes income verification and verification of available funds, subject
 49 to acceptable appraisal and lender review of preliminary report from title company, within N/A days of acceptance. BUYER
 50 consents to the lender's release of loan status and conditions of approval to the SELLER and Brokers. If BUYER fails to complete
 51 any of these conditions, SELLER reserves the right to terminate this Agreement and both parties agree to cancel the escrow and
 52 return earnest money deposit to BUYER less expenses incurred by BUYER.

Address 450 N Arlington N Arlington, 505, Reno, NV 89503

Buyer and Seller have read this page.

12:53AM EDT:41AM EDT

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1 **SALE OF OTHER PROPERTY** BUYER must check one of the following:

2 ☒ A. This Agreement is not contingent upon conveyance of BUYER's property.

3 OR

4 ☐ B. This Agreement is contingent upon conveyance of BUYER's property described as:

which is

5
6 1. In escrow ☐ with a non-contingent on the sale of another property offer OR ☐ with a contingent offer scheduled to close
7 on or before _____.

8 SELLER shall have the right to continue to offer this property for sale and accept written backup offers only, subject to the
9 BUYER's rights under this Agreement. If the escrow on BUYER's property does not close by _____, this
10 Agreement will terminate unless the BUYER and SELLER otherwise agree in writing. BUYER shall provide information
11 regarding the listing and escrow on BUYER's property and related escrows, including but not limited to, closing date, loan
12 status, inspections and all additional contingencies, within N/A days of acceptance. BUYER authorizes SELLER or
13 SELLER's Agent to obtain updates on the BUYER's listing or escrow.

14
15 2. ☐ currently listed OR ☐ will be listed within N/A days in the MLS System by a REALTOR®. SELLER shall have the
16 right to continue to offer this property for sale and accept written backup offers only, subject to the BUYER's rights under
17 this Agreement. If the BUYER's property does not obtain an accepted offer within _____ days and go into escrow scheduled
18 to close on or before _____, this Agreement will terminate unless the BUYER and SELLER otherwise
19 agree in writing. BUYER shall provide information regarding the listing and escrow on BUYER's property and related
20 escrows, including but not limited to, closing date, loan status, inspections and all additional contingencies, within _____
21 days of acceptance. BUYER authorizes SELLER or SELLER's Agent to obtain updates on the BUYER's listing or escrow.

22
23 **CLOSING** Close of escrow to be 10/20/2016 or sooner _____. Unless otherwise agreed upon in
24 writing, close of escrow date shall not change from the originally agreed upon closing date. Both parties shall deposit with the
25 authorized escrow holder all funds and instruments necessary to complete the transaction in accordance with the terms herein.

26
27 **DEFINITIONS** BROKER includes cooperating Brokers and all Licensees. DAYS means calendar days unless otherwise
28 specified. BUSINESS DAY is a day other than a Saturday or Sunday or a day on which banks in Nevada are authorized or required
29 by law to close. ACCEPTANCE (DATE OF ACCEPTANCE) means the date on which this Agreement and any other counter offers
30 are fully executed and delivered. DELIVERY or RECEIPT shall mean personal delivery to BUYER, SELLER, or to their respective
31 authorized representative, transmitted by facsimile machine, email, or certified mail. In the event of fax transmission, delivery shall
32 be deemed to have occurred at the time noted on the confirmation sheet generated by the sender's fax. In the event of the use of mail,
33 delivery and receipt shall be deemed to have occurred three (3) days following the date of mailing, evidenced by the postmark on the
34 envelope containing the delivered material. In the event of ELECTRONIC DELIVERY, delivery and receipt shall be deemed to have
35 occurred as set forth in NRS 719.020.

36
37 **COUNTERPARTS AND SIGNATURES** The BUYER and SELLER acknowledge and agree a) this Agreement may be executed
38 in several counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one and the
39 same instruments; b) by signing below, the BUYER and SELLER agree to conduct this transaction by electronic means, and that
40 signatures transmitted by electronic delivery shall be acceptable for all purposes under this Agreement; and c) signatures transmitted
41 by electronic delivery shall be accepted as original signatures, and such signatures are as binding as a wet signature.

42
43 **VESTED TITLE** Title shall vest as designated in Escrow Instructions.

44
45 **APPRAISAL BUYER Initial Required**

46 Included

Waived

47 [] / [] [] / []

Appraisal fee to be paid by ☐ BUYER ☐ SELLER. It is expressly agreed,
48 notwithstanding any other provisions of this contract, the BUYER shall not be obligated to complete the purchase of the property or
49 to incur any penalty by forfeiture of earnest money deposit if the appraised value of the property (excluding closing costs) is less than
50 the amount specified as the purchase price. The BUYER shall, however, have the option of proceeding with the consummation of the
51 contract without regard to the amount of the appraised valuation.

Address 450 N Arlington N Arlington, 505, Reno, NV 89503

Buyer [] and Seller [] have read this page.
12:53AM EDT 12:41AM EDT

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EXAMINATION OF TITLE In addition to any encumbrances referred to herein, BUYER shall take title to the property subject to: (1) Real Estate Taxes not yet due, and (2) Covenants, Conditions, & Restrictions (CC&Rs), rights of way, and easements of record, if any, which do not materially affect the value or intended use of the property. **Within two (2) business days** of acceptance, SELLER shall order a preliminary report from a title company and CC&Rs if applicable, for the property. **Within five (5) days** from BUYER's receipt of the preliminary report and CC&Rs, all exceptions shall be deemed approved unless written objection is delivered to SELLER's Broker within this five (5) day period. Should BUYER object to any exceptions, SELLER shall use due diligence to remove those exceptions before close of escrow. If those exceptions cannot be removed before close of escrow, BUYER may elect to purchase, subject to the existing exceptions or BUYER may elect to terminate all rights and obligations hereunder, and the deposit shall be returned to BUYER, less expenses incurred by BUYER to the date of termination. If SELLER is unwilling or unable to remove such objections, SELLER shall deliver written notification to BUYER's Broker **within ten (10) days** of receipt of said objections.

TITLE AND CLOSING COSTS

☐BUYER ☒SELLER shall pay for a (Standard) owner's policy of title insurance.
☒BUYER ☐SELLER shall pay for a (Standard) lender's policy of title insurance.
 BUYER is aware additional coverage policies are available. All costs associated with additional coverage policies to be paid for by ☒BUYER, ☐SELLER, ☐other _____.
 Escrow Fee to be paid by ☐BUYER, ☐SELLER, ☒split equally.
 Transfer Tax(es) to be paid by ☐BUYER, ☐SELLER, ☒other Split Equally _____.
 All remaining closing costs shall be paid in customary manner as required by law, ordinance and/or regulation.

OMISSIONS FROM ESCROW INSTRUCTIONS The omission from escrow instructions of any provision herein shall not preclude any party from enforcing that provision. All representations and warranties shall survive the conveyance of the property.

PRORATION Any and all rents, taxes, interest, homeowner association fees, payments on bonds and assessments assumed by BUYER, and other expenses of the property shall be prorated as of the date of recordation of the deed. Security deposits, advance rentals, or considerations involving future lease credits shall be credited to BUYER at close of escrow.

REASSESSMENT OF PROPERTY TAX The BUYER is advised the property may be reassessed upon change of ownership which may result in a tax increase or decrease.

HOME WARRANTY CONTRACT

BUYER Initial Required

☒ Included ☐ Waived
☒ / ☐ ☐ / ☒ A home warranty contract, shall be selected by ☒BUYER, ☐SELLER and paid for by ☒BUYER, ☐SELLER, ☐other _____. The home warranty contract shall become effective at close of escrow for not less than one year, at a price NOT to exceed \$400.00.
 The Brokers herein have informed both parties that such protection programs are available. Brokers do not approve or endorse any particular program.

SELLER'S REAL PROPERTY DISCLOSURE FORM The SELLER will provide BUYER, at time of written acceptance, a completed Seller's Real Property Disclosure Form which, by this reference, shall be incorporated into this Agreement. BUYER shall return an acknowledged copy to SELLER or terminate this Agreement in writing **within four (4) business days of receipt**.

DISCLAIMER: BUYER understands that the above Seller's Real Property Disclosure Form is for disclosure purposes and is not a substitute for property inspections by experts including, but not limited to, engineers, geologists, architects, general contractors, specialty contractors such as roofing contractors and pest control operators. BUYER is urged to retain such experts that are believed appropriate. BUYER understands and acknowledges the Brokers in the transaction cannot warrant the condition of the property or guarantee all defects have been disclosed by SELLER. Both parties acknowledge Brokers will not be investigating the status of permits, location of property lines, and/or code compliance.

ITEMS NOT ADDRESSED Items of a general maintenance or cosmetic nature which do not materially affect value or use of the subject property, which existed at the time of acceptance and which are not expressly addressed in this Agreement are deemed accepted by the BUYER.

Address 450 N Arlington N Arlington, 505, Reno, NV 89503

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ROA 3/9

Authentisign ID: AA3FD687-91BE-44D8-9095-924E38A26808

1 **INSPECTIONS** Acceptance of this offer is subject to the following reserved right. BUYER has the right to inspect the property,
 2 order all inspections, and select qualified professionals including, but not limited to, licensed contractors, certified building inspectors
 3 and any other qualified professionals who will inspect the property.

4 BUYER shall indicate inspections to be included or waived in the list below. The following is not a comprehensive list of possible
 5 inspections; therefore, BUYER should add any additional inspections necessary to satisfy the BUYER under "OTHER."
 6

7 All inspections shall be completed and copies of all inspections shall be provided to both BUYER and SELLER at no additional
 8 expense to either party

9 ☐ within N/A days of the date of acceptance; OR

10 ☐ within N/A days of the BUYER's receipt of SELLER's written acceptance of Lien Holder(s) Short Sale approval

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

12 A. approval of the inspections without requiring any repairs; OR

13 B. approval of the inspections with Notice of Required Repairs or an Addendum listing all required repairs. SELLER shall
 14 respond in writing within five (5) days of delivery; OR

15 C. termination of this Agreement including an explanation how the condition(s) revealed by any inspection report materially and/
 16 or reasonably justify such a decision.

17 If any inspection is not completed by the deadline, that inspection is deemed waived and SELLER is released from liability for the
 18 cost of repairs that inspection would have reasonably identified had it been conducted, except as otherwise provided by law. If
 19 BUYER acts reasonably in terminating the Agreement based upon objectionable conditions revealed by the inspection(s), BUYER is
 20 released from any and all obligations to SELLER and entitled to a refund of the earnest money deposit, less expenses incurred by
 21 BUYER.

22

23 **INSPECTIONS**

	Included	Waived	N/A	Paid By	
24 PEST INSPECTION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
25 HOME INSPECTION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
26 HEATING SYSTEM INSPECTION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
27 COOLING SYSTEM INSPECTION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
28 SURVEY Type _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
29 WELL QUALITY	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
30 WELL QUANTITY	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
31 SEPTIC PUMPING	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
32 SEPTIC INSPECTION	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
33 SEPTIC LID LOCATION/REMOVAL	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
34 FIREPLACE INSPECTION	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
35 WOODBURNING DEVICE INSPECTION	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER

36 (In the event device does not meet all applicable codes and/or laws, the cost of its removal shall be the responsibility of the
 37 SELLER. Stovepipe to be capped off at ceiling or fireplace to be restored to working order at SELLER's expense.)

38 OIL TANK TEST Type _____ ☐ ☐ ☒ ☐ BUYER ☐ SELLER

39 (If oil tank needs to be filled to perform test, BUYER ☐ will, ☐ will not reimburse SELLER.)

40 OTHER _____ ☐ ☒ ☐ ☐ BUYER ☐ SELLER

41 OTHER _____ ☐ ☒ ☐ ☐ BUYER ☐ SELLER

42 OTHER _____ ☐ ☒ ☐ ☐ BUYER ☐ SELLER

43

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

45 12:53AM EDT 12:49AM EDT

46 SELLER agrees to provide reasonable access to the property to BUYER, as well as inspectors representing BUYER, for both
 47 inspections and re-inspections as provided in this Agreement and to representatives of lending institutions for appraisal purposes.
 48 SELLER agrees to have all utilities in service the day of inspection and until close of escrow.





















49

50 **REPAIRS** SELLER agrees to pay for and complete repairs in an amount NOT to exceed \$N/A for all repair
 51 conditions indicated on Appraisal Report; System and Maintenance; Inspections, Final Walkthrough; and/or any defect identified in
 52 the Seller's Real Property Disclosure Form or discovered by SELLER but not disclosed in the Seller's Real Property Disclosure
 53 Form or which has been discovered to be materially worse than was indicated. A copy of repair invoices shall be delivered to
 54 BUYER prior to close of escrow. The Brokers herein have no responsibility to assist in the payment of any repair, correction or
 55 deferred maintenance on the subject property which may have been revealed by the above inspections, agreed upon by the BUYER
 56 and SELLER or requested by one party.

Address 450 N Arlington N Arlington, 505 Reno, NV 89503

1 Included

Waived

2                    

5 FINAL WALKTHROUGH BUYER shall have the right to a final walkthrough prior to close of escrow to ensure compliance with the terms of this Agreement.

8 **CONDITIONS SATISFIED OR WAIVED IN WRITING** Each condition, contingency, approval and disapproval shall be
9 satisfied according to its terms unless waived in writing by the beneficiating party within the time limits specified, or an extension in
10 writing is agreed to by the parties. Each party shall diligently pursue the completion of this transaction.

12 **PHYSICAL POSSESSION** Physical possession of the property, with keys to all property locks, community mailbox keys,
13 alarms, and garage door opener(s), if applicable, shall be delivered to BUYER ☒ upon recordation of the deed; **OR** ☐ Short Term
14 Occupancy Agreement; **OR** ☐ by Residential Lease/Rental Agreement.

16 **DESTRUCTION OF IMPROVEMENTS** If the improvements of the property are destroyed, materially damaged, or found to be
17 materially defective **prior to close of escrow**, BUYER may terminate the Agreement by written notice delivered to SELLER's
18 Broker, and earnest money deposit shall be returned to BUYER.

20 **FIXTURES** All items permanently attached to the property as of this date including, but not limited to, light fixtures, attached
21 floor coverings, central vacuum and related equipment, draperies, blinds and shades including window hardware, door and window
22 screen(s), storm sash, combination doors, awnings, TV antenna(s), satellite dish, burglar, fire and smoke alarms, built-in pools and
23 spas with related equipment, solar system(s), conforming woodstoves, intercom system, water softener system, attached fireplace
24 screen(s), electric garage door opener(s) with control(s), outdoor plants and trees, (other than in movable containers), **OTHER**
25 No Exclusions

27 are included in the purchase price, free of liens, **EXCLUDING** No Exclusions

31 **PERSONAL PROPERTY** The following personal property, on the premises when inspected by BUYER, is included in the
32 purchase price and shall be transferred to BUYER free of liens at close of escrow with no warranty implied as to the condition of any
33 personal property after close of escrow: Stove, refrigerator, Washer & Dryer, Window Coverings

37 **BONDS AND ASSESSMENTS (Other than Common-Interest Communities)** In the event there is a bond or assessment which
38 has a principal balance or requires settlement in full prior to close of escrow, the bond or assessment shall be ☒paid by SELLER,
39 ☐assumed by BUYER, ☐other _____.

41 **OIL AND PROPANE** If applicable, any oil or propane existing at time of written acceptance, allowing for normal use up to close
42 of escrow, will be ☐ purchased by BUYER ☐ included in the purchase price. If fuel is purchased by BUYER, SELLER to contact
43 fuel company to measure existing fuel no later than five (5) days prior to close of escrow. Fuel credit amount to be submitted to title
44 company for credit to SELLER for remaining fuel.

46 **SYSTEMS AND MAINTENANCE** Until possession is delivered, SELLER shall maintain the property in its entirety including,
47 but not limited to, all existing structures, landscaping, grounds, appliances and systems. SELLER agrees to deliver the property in a
48 neat and clean condition, and remove all debris and personal belongings. The following items are specifically excluded from the
49 above: No Exclusions

Address 450 N Arlington N Arlington, 505, Reno, NV 89503

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

14

15 COMMON-INTEREST COMMUNITY DISCLOSURE

16 The property ☒ is ☐ is not located in a Common-Interest Community.

17 If so, complete the following:

18 SELLER to provide, at SELLER's expense, BUYER Common-Interest Community documents ("Resale Package") as required by
 19 NRS 116.4109. SELLER to order Resale Package within 5 days of acceptance.

20 Association transfer fees to be paid by ☐ BUYER, ☒ SELLER, ☐ other _____.

21 Association set up fees to be paid by ☒ BUYER, ☐ SELLER, ☐ other _____.

22 Other Association fees related to the transfer of the Common-Interest Community paid by ☐ BUYER, ☒ SELLER,

23 ☒ other Seller to pay the capital contribution of 1/2 of 1% _____.

24 The amount of any delinquent assessments including penalties, attorney's fees, and other charges provided for in the management
 25 documents shall be paid current by the SELLER at close of escrow. SELLER must disclose knowledge of upcoming and pending
 26 assessments.

27 Existing Assessments levied shall be paid by ☐ BUYER, ☒ SELLER, ☐ other _____.

28 Assessments levied, but not yet due, shall be paid by ☒ BUYER, ☐ SELLER, ☐ other _____.

29 BUYER to have five (5) days from receipt of Resale Package for review. If the BUYER does not approve the Resale Package, then
 30 written notice to cancel must be given within that same five (5) day period.

31

32 AREA RECREATION PRIVILEGES AND RULES If applicable, SELLER shall relinquish, on or before close of escrow,
 33 recreation privileges, passes, identification cards or keys for access to common-interest community facilities and general
 34 improvements. Upon close of escrow, SELLER agrees to pay replacement charges for identification cards or keys that are not
 35 relinquished. BUYER shall become familiar with the current common-interest community facilities and general improvement policies
 36 regarding recreation privileges and associated costs prior to close of escrow.

37

38 LAND USE REGULATION The BUYER is advised the property may be subject to the authority of the federal government,
 39 state, county, city and/or the various courts having jurisdiction. These governmental entities, from time to time, have adopted and
 40 revised land use and environmental regulations that may apply to the property. Due to the uncertain effect of land use and
 41 environmental regulations that may apply to the property and may affect BUYER's intended use of the property. BUYER is advised
 42 to research the possible effect of applicable land use and environmental regulations. The Broker makes no representations or
 43 warranties regarding the existing permissible uses or future revisions to the land use regulations.

44

45 ENVIRONMENTAL CONDITIONS The BUYER is advised the property may be located in an area found to have special flood
 46 hazards as indicated by FEMA, avalanche conditions, freezing temperatures, snow loads, seismic activity and/or wildland fires. It
 47 may be necessary to purchase additional insurance in order to obtain a loan secured by the property from any federally regulated
 48 financial institution or a loan insured or guaranteed by an agency of the U.S. Government. **For further information, consult your**
 49 **lender, insurance carrier or other appropriate agency.**

50

51 WATER METERS The BUYER may be required, at some future date, to incur the costs of installation of water meters and/or
 52 conversion to metered rates.

53

54 WELLS Many factors may affect the performance of a well system. If the property includes a well, BUYER may be required, at
 55 some future date, to incur the costs of connecting the Property to a public water system. See Information Regarding Private Well and
 56 Septic System.

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Buyer  and Seller  have read this page.

12:53AM EDT 10/17/16

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1 **ADDITIONAL FEES** Some areas may include/impose additional fees or charges for the remediation of water systems.
2
3 **SEPTIC SYSTEMS** If the property includes a septic system, BUYER may be required, at some future date, to incur the costs of
4 connecting the Property's plumbing to a public sewer system. See Information Regarding Private Well and Septic System.
5
6 At close of escrow, BUYER assumes all future costs associated with water meters, wells and septic systems.
7
8 **PRIVATE ROADS** If the property shares a common road or access driveway or right of way with other property, the SELLER
9 shall disclose the existence of any road maintenance agreement.
10
11 **WATER RIGHTS** Water rights, if any, to be included with the property unless specifically excluded by deed or mutual
12 agreement.
13
14 **TAX WITHHOLDING (FIRPTA)** Unless the property is acquired for use as a primary residence and is sold for no more than
15 \$300,000, SELLER agrees to provide BUYER with (a) NON-FOREIGN SELLER AFFIDAVIT, or (b) WITHHOLDING
16 CERTIFICATE FORM from the Internal Revenue Service stating that withholding is not required. In the event none of the foregoing
17 is applicable, BUYER requires 10% of Seller's proceeds to be withheld by escrow to comply with the FOREIGN INVESTMENT
18 AND REAL PROPERTY TAX ACT (IRC Section 1445).
19
20 **TAX DEFERRED EXCHANGE** In the event BUYER or SELLER wishes to enter into an IRC tax deferred exchange for the real
21 property described herein, each of the parties agrees to cooperate with the other party in connection with such exchange, including the
22 execution of documents as may be reasonably necessary to effectuate the same. Provided that the other party shall not be obligated to
23 delay the closing, all additional costs in connection with the exchange shall be borne by the party requesting the exchange, and the
24 other party shall not be obligated to execute any note, contract, deed, or other document providing for any personal liability which
25 would survive the exchange. The other party shall be indemnified and held harmless against any liability arising or is claimed to have
26 arisen on account of the acquisition of ownership of the exchange property.
27

28 **ADDITIONAL TERMS AND CONDITIONS:**

30 N/A
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50

52 **THE FOLLOWING HAVE BEEN RECEIVED AND ACKNOWLEDGED BY BUYER:**

- 53 ☒ Duties Owed by a Nevada Real Estate Licensee
54 ☒ Environmental Contact List
55 ☒ HUD Inspection For your Protection: Get a Home Inspection
56 ☐ Information Regarding Private Well and Septic System
57 ☒ Residential Disclosure Guide

Address 450 N Arlington N Arlington, 505, Reno, NV 89503

1 THE FOLLOWING ADDENDA AND EXHIBITS ARE ATTACHED AND INCORPORATED**2** ☒ **Common Interest-Community Information Statement "Before You Purchase Property in a Common-Interest Community ..."****3** ☐ **Consent to Act****4** ☐ **Residential/Lease Rental Agreement****5** ☐ **Lead Based Paint Addendum (if property built prior to 1978)****6** ☐ **Range Land Disclosure****7** ☐ **SELLER Financing Addendum (Residential)****8** ☐ **Short Sale Addendum to the Offer and Acceptance Agreement****9** ☐ **Short Term Agreement to Occupy After Close of Escrow****10** ☐ **Used Manufactured/Mobile Home Disclosure****11** ☐ **Other** _____**12****13 TIME IS OF THE ESSENCE** Time is of the essence of this Agreement.**14****15 NEVADA LAW TO APPLY** Nevada law shall apply to the interpretation and enforcement of this Agreement.**16****17 SELLER DEFAULT** If SELLER defaults in the performance of this Agreement, BUYER shall have the right to recover from
18 SELLER all of BUYER'S actual damages that BUYER may suffer as a result of SELLER'S default, and to pursue any and all other
19 remedies available at law or in equity (including specific performance).**20****21 BUYER DEFAULT** BUYER must initial only one of the following.**22** If BUYER defaults in the performance of this Agreement SELLER shall have the right to:**23 A.** ☒ ☒ (Buyer Initials) Liquidated Damages: SELLER may retain, as its sole legal recourse, the earnest money
24 deposit. BUYER and SELLER hereby acknowledge that SELLER'S actual damages would be difficult to measure and that the
25 earnest money deposit is a fair and reasonable estimate of such damages.**26 OR****27 B.** ☐ ☐ (Buyer Initials) Actual Damages: SELLER shall have the right to recover from BUYER all of SELLER'S
28 actual damages that SELLER may suffer as a result of BUYER'S default, and to pursue any and all other remedies available at law
30 or in equity.**31****32 MEDIATION** For information purposes only. If a dispute arises out of or relates to this Agreement, or its breach, the parties are
33 aware that the local Association of REALTORS® has a Dispute Resolution Service (DRS) available. A DRS brochure is available
34 upon request.**35****36 ATTORNEY FEES** In the event either party is required to engage the services of an attorney to enforce this Agreement, the
37 prevailing party in any proceeding shall be entitled to an award of reasonable attorney's fees, legal expenses and costs.**38****39 CODE OF ETHICS** Not all real estate licensees are REALTOR(S)®. A REALTOR® is a member of the National Association of
40 REALTORS® and therefore subscribes to a higher ethical standard in the industry, known as the REALTOR® Code of Ethics. To
41 receive a copy of the REALTOR® Code of Ethics, ask your real estate professional OR, the local Association of REALTORS®.**42****43 PROFESSIONAL CONSULTATION ADVISORY** A real estate Broker is qualified to advise on real estate. The parties are
44 advised to consult with appropriate professionals including, but not limited to, engineers, surveyors, appraisers, lawyers, CPAs, or
45 other professionals, on specific topics including, but not limited to, land use regulation, boundaries and setbacks, square footage,
46 physical condition, legal, tax, water rights and other consequences of the transaction.

Address 450 N Arlington N Arlington, 505 Reno, NV 89503

Buyer ☒ ☒ and Seller ☒ ☒ have read this page.

12:53AM EDT:41AM EDT

Authentisign ID: AA3FD687-91BE-44D8-9095-924E38A26808

1 **SELLER** has agreed, by separate listing agreement, to pay real estate commissions for services rendered, at close of escrow.
2 As published in the MLS, 3% % of the accepted price, or \$ _____, shall be paid to the BUYER's Broker,
3 Keller Williams Group One Inc. _____, irrespective of the agency relationship.

5 **EXPIRATION OF OFFER** This offer shall expire unless acceptance, including delivery thereof, to BUYER or to
6 Jen Colley on/or before 9:00 ☐ A.M. ☒ P.M. on 10/08/2016

8 **ENTIRE AGREEMENT** This document and the documents incorporated and attached contain the entire Agreement of the parties
9 and supersede all prior Agreements or representations with respect to the property which are not expressly set forth herein. This
10 Agreement may be modified only in writing, signed and dated by both parties. Both parties acknowledge that they have not relied on
11 any statements of any real estate Brokers which are not herein expressed. BUYER acknowledges having read and approved each of
12 the provisions of this Agreement and agrees to purchase the described property for the price and on the terms and conditions
13 specified.

14
15 BUYER Xinodong Sun Yang dotloop verified 10/08/16 12:53AM EDT RTQH-6MY5-MWAD-0AHF DATE 10/07/2016 TIME _____

16
17 BUYER Lietai Yang dotloop verified 10/08/16 12:41AM EDT
0DVf-R4Vj-JYXB-BRWI DATE 10/07/2016 TIME

19 Representation: The BUYER's Licensee is:

21 BUYER's Agent Name Jennifer Colley BUYER's Broker Name Keller Williams - Reno North

23 BUYER's Agent License #S.0176618 BUYER's Broker License #B.0035646.Corp

25 Phone 775-823-8787 Fax 866-593-9365 Company Name Keller Williams Group One, Inc.

27 BUYER's Agent Email JenColleyReno@kw.com Office Address 10539 Professional Circle,, Suite 100

28
30 BUYER's Agent Signature  dotloop verified
10/07/16 9:47PM EDT
21 BUQH-IPGV-UKSB-95PD City/State/Zip Reno, NV 89521
(Licensees acknowledgement of receipt of deposit)

32 SELLER'S ACCEPTANCE, COUNTER OFFER OR REJECTION OF AGREEMENT

33 SELLER acknowledges having read and approved each of the provisions of this Agreement. Authorization is hereby given the
34 Brokers in this Agreement to deliver a signed copy to BUYER and to disclose the terms of sale to members of a Multiple Listing
35 Service or Association of REALTORS® at close of escrow.

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

38 ☒ **Acceptance of Offer** SELLER accepts this offer to purchase, agrees and has the authority to sell the above described property
39 on the terms and conditions as stated herein.

40
41 **Counter Offer** SELLER signs this offer subject to a Counter Offer dated 10/8/2016

43 ☐ **Rejection** SELLER rejects the foregoing offer.

44 **Authentisign**
45 SELLER *Gregg Smith* DATE 10/8/2016 Time

46 _____
47 SELLER _____ DATE _____ Time _____

49 Representation: The SELLER's Licensee is:

51 SELLER's Agent Name Mandie Jensen SELLER's Broker Name _____
(Print Name)

53 SELLER's Agent's License # _____ SELLER's Brokers License # _____

55 Phone _____ Fax _____ Company Name Diskson Caughlin Ranch

57 SELLER's Agent Emailmjensen@dicksonrealty.com Office Address _____

City/State/Zip _____

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ROA 9/9

**COUNTER OFFER**

1 This Counter Offer to the Offer and Acceptance Agreement dated 10/7/2016, regarding the property located at
 2 450 N. Arlington Ave. 505 Reno NV 89503,
 3 between Xiaodong Sun Yang Lietai Yang (BUYER)
 4 and Secured Assets Belvedere Tower (SELLER)
 5 is being attached this date 10/08/16 by SELLER.

6 Purchase price \$129,000. Seller to provide \$4,500 toward Buyer's
 7 recurring and non recurring closing costs, and/or credit toward future
 8 HOA dues.

9 Page 2, line 23: Closing is subject to approval of the United States
 10 Bankruptcy Court for the District of Nevada, case no. BK-N-16-51162,
 11 which approval the Seller will seek on an expedited basis to enable
 12 closing as soon as possible.

19 **OTHER TERMS:** All other terms to remain the same.

21 **RIGHT TO ACCEPT OTHER OFFERS:** SELLER reserves the right to accept any other offer prior to BUYER's
 22 written acceptance of the Counter Offer. Acceptance shall not be effective until a copy of this Counter Offer, dated
 23 and signed by BUYER, is received by SELLER and/or Mandie Jensen.

25 **EXPIRATION:** This Counter Offer shall expire unless a copy with BUYER's written acceptance is delivered to
 26 SELLER or SELLER's Broker on or before 5 ☐ AM ☒ PM, on 10/10/16.

28 SELLER: Authentisign
Gregg Smith Dated: 10/08/2016 Time: 11:41 AM
 29 Secured Assets Belvedere Tower

30 SELLER: _____ Dated: _____ Time: _____

BUYER'S ACCEPTANCE, COUNTER TO COUNTER OFFER OR REJECTION OF AGREEMENT

35 ☒ **Acceptance of Counter Offer:** BUYER accepts this Counter Offer.

37 ☐ **Counter to the Counter Offer:** BUYER signs this Counter Offer subject to a Counter to Counter Offer
 38 dated _____.

40 ☐ **Rejection:** BUYER rejects this Counter Offer.

41 BUYER: Xiaodong Sun Yang dotloop verified 10/08/16 3:54PM EDT G8QD-BLGF-VKAL-MCVD Dated: 10/08/2016 Time: _____

44 BUYER: Lietai Yang dotloop verified 10/08/16 3:51PM EDT WVSE-ASXR-KOFS-MLC1 Dated: 10/08/2016 Time: _____
 45 Lietai Yang

EXHIBIT G



First American Title

First American Title Insurance Company
5310 Kietzke Lane, Suite 100
Reno, NV 89511-2043
Phn - (775)823-4105
Fax - 1-(775)823-6250

Reference :

Address: 450 North Arlington Avenue, Unit 505, Reno, NV
89503

Our Order No : 121-2511922

Escrow Officer: Brandie Martin
BraMartin@firstam.com

COMMITMENT FOR TITLE INSURANCE

10/10/2016

First American Title Insurance Company

INFORMATION

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

This information is not part of the title insurance commitment.

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Schedule A	
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2. Policies to be Issued, Amount and Proposed Insured	4
3. Interest in the Land and Owner	4
4. Description of the Land	4
Schedule B-1 - Requirements	
Schedule B - 2 - Exceptions	
Conditions	

**YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.
If you have any questions about the Commitment,**

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ALTA Plain Language Commitment

Commitment No. 121-2511922
Page Number: 2
Property Address: 450 North Arlington Avenue, Unit 505
Reno, NV

please contact the issuing office.

Form No. 1068-2
ALTA Plain Language Commitment

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COMMITMENT FOR TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.


The Requirements in Schedule B-1.

The Exceptions in Schedule B-2.

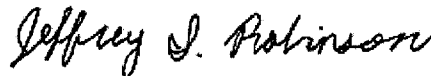
The Conditions.

This Commitment is not valid without Schedule A and Sections 1 and 2 of Schedule B.

First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary



By:
Authorized Signatory

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SCHEDULE A

1. Commitment Date: 09/20/2016 at 7:30 A.M.
2. Policy or Policies to be issued: Amount
 - Plain Language Owners Policy \$ 129,000.00

Proposed Insured:

Xiaodong Sun Yang and Lietai Yang
3. (A) The estate or interest in the land described in this Commitment is:

A condominium as defined by the provisions of the Nevada Uniform Common Interest Ownership Act (N.R.S. 116) in fee.

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

Secured Assets Belvedere Tower, LLC, a Nevada Limited Liability Company
4. The land referred to in this Commitment is situated in the County of Washoe, State of Nevada, and is described as follows:

See Exhibit "A" attached hereto and by reference made a part hereof.

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SCHEDULE B

SECTION ONE

REQUIREMENTS

The following requirements must be met:

- (A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (B) Pay us the premiums, fees and charges for the policy.
- (C) Documents satisfactory to us creating the interest in the land and/or mortgage to be insured must be signed, delivered and recorded.
- (D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (E) Release(s) or Reconveyance(s) of Item(s): 22 and 24
- (F) Other:
 - Prior to the close of escrow or the issuance of any policy of title insurance, we will require that copies of the Articles of Organization, the Operation Agreement and the Current Appointment of Manager of Secured Assets Belvedere Tower, LLC, a Nevada Limited Liability Company, be submitted to the Company for examination.
 - Evidence of proper filing and good standing in the State of Nevada of Secured Assets Belvedere Tower, LLC, a Nevada Limited Liability Company.

SCHEDULE B

SECTION TWO

EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction. Printed exceptions and exclusions from coverage are contained in the policy or policies to be issued. Copies of the policy forms should be read. They are available from the office which issued this Commitment.

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.

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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 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. Unpatented mining claims, (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (c) water rights or, 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.

Exceptions 1-6 will be omitted on extended coverage policies

7. Water rights, claims or title to water, whether or not shown by the public records.
8. Any taxes that may be due, but not assessed, for new construction which can be assessed on the unsecured property rolls, in the office of the County Assessor, per Nevada Revised Statute 361.260.
9. Those taxes for the fiscal year July 1, 2016 through June 30, 2017, including any secured personal property taxes collected by the County Treasurer.

APN 007-463-21

Amount:	Status:	
1st installment	\$84.82	PAID
2nd installment	\$83.55	PAID
3rd installment	\$83.55	
4th installment	\$83.55	
Total	\$335.47	

NOTE: Said taxes become a lien on July 1, 2016, each installment will become due and payable on the following dates:

1st installment is due on the 3rd Monday of August, 2016.
2nd installment is due on the 1st Monday of October, 2016.
3rd installment is due on the 1st Monday of January, 2017.
4th installment is due on the 1st Monday of March, 2017.

Each installment will become delinquent ten (10) days after due.

10. Any unpaid sewer service charges plus interest and penalties, which would create a lien and attach to said real property, pursuant to Chapter 7.20 of the Reno Municipal Code. Specific amounts may be obtained by calling (775)334-2095.
11. Any unpaid charges due the Washoe County Sewer & Water District. Specific amounts may be obtained by calling the Washoe County Water Resources, Utility Services Division at P.O. Box 11130, Reno, NV 89520, (775)954-4601.

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12. An Easement for sewer and utilities and incidental purposes, recorded October 18, 1978 in Book No. 1319, Page 894 as Instrument No. 564987 of Official Records. Affects: A portion of said land
13. The fact that the land lies within the "Downtown Project Area" of the Redevelopment Agency of the City of Reno, as evidenced by a document which was recorded in the office of the Washoe County Recorder on May 05, 1983 in Book 1862, Page 498 as Document No. 853150 of Official Records.

An annexation to the above referenced redevelopment project was recorded August 25, 1983 in Book 1909, Page 141 as Document No. 875211 of Washoe County Official Records.

An amendment to the above referenced redevelopment project was adopted on November 27, 1990 by The Redevelopment Agency of the City of Reno, Resolution No. 57. Although not filed in the Recorder's office of Washoe County, this Company is in possession of a copy of the amendment.

A document declaring modifications thereof recorded July 08, 2005 in Book No. N/A as Instrument No. 3242447 of Official Records.

14. Easements as shown and/or dedication upon the final map of Belvedere Towers - Phase I, as Tract Map No. 4606, as shown on the map thereof as File No. 3350349, filed in the Office of the County Recorder, Washoe County, Nevada.
15. Any easements or servitudes appearing in the public records affecting the common area.
16. Covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions in the document recorded February 17, 2006 in Book No. N/A as Instrument No. 3350350 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(C), of United States Codes.

The right to levy certain charges or assessments against the land which shall become a lien if not paid as set forth in the above declaration of restrictions, and is conferred upon Belvedere Towers Owners Association, a nonprofit corporation.

A Document entitled "Assignment of Declarant's Rights for Belvedere Towers" recorded February 17, 2006 in Book No. N/A, as Instrument No. 3350351, of Official Records.

A document declaring modifications thereof recorded February 16, 2007 in Book No. N/A as Instrument No. 3499188 of Official Records.

A document declaring modifications thereof recorded May 18, 2007 in Book No. N/A as Instrument No. 3534060 of Official Records.

A Document entitled "Declaration of Withdrawal" recorded September 14, 2007 in Book No. N/A, as Instrument No. 3575318, of Official Records.

A Declaration of Annexation to said covenants, conditions and restrictions was recorded November 21, 2007, in Book N/A as Instrument No. 3596680 of Official Records.

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Property Address: 450 North Arlington Avenue, Unit 505
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A document declaring modifications thereof recorded July 30, 2013 in Book No. N/A as Instrument No. 4263710 of Official Records.

A document declaring modifications thereof recorded November 05, 2014 in Book No. N/A as Instrument No. 4406775 of Official Records.

17. An Easement for public utilities and incidental purposes, recorded June 04, 2009 in Book No. N/A as Instrument No. 3766510 of Official Records. Affects: A portion of said land
18. An Easement for public utilities and incidental purposes, recorded June 04, 2009 in Book No. N/A as Instrument No. 3766543 of Official Records. Affects: A portion of said land
19. An Easement for public utilities and incidental purposes, recorded June 04, 2009 in Book No. N/A as Instrument No. 3766547 of Official Records. Affects: A portion of said land
20. An Easement for non-exclusive permanent easement and incidental purposes, recorded November 05, 2014, in Book No. N/A as Instrument No. 4406773 of Official Records.
Granted to: Sage of the Desert, LLC, a Nevada limited liability company and Mountain Air, Enterprises LLC, a Nevada limited liability company
Affects: A portion of said land
21. An Easement for non-exclusive permanent easement and incidental purposes, recorded November 05, 2014, in Book No. N/A as Instrument No. 4406774 of Official Records.
Granted to: Belvedere Towers Owners Association, a Nevada non-profit corporation
Affects: A portion of said land
22. A Deed of Trust to secure an original indebtedness of \$2,600,000.00, and any other amounts or obligations secured thereby, recorded May 18, 2012, in Book N/A, as Instrument No. 4113965.
Dated: May 16, 2012
Trustor: Secured Assets Belvedere Tower, LLC, a Nevada limited liability company
Trustee: First American Title Company
Beneficiary: Greenlake Real Estate Fund LLC, a California limited liability company

(Includes other land)

A document recorded September 07, 2012 in Book No. N/A as Instrument No. 4149224 of Official Records provides that the Deed of Trust or the obligation secured thereby has been modified.

According to the public records, the beneficial interest under the Deed of Trust has been assigned to Belvedere Debt Holdings LLC by Mesne Assignments.

23. A document entitled "Order", wherein Stephen J. Donnell is appointed as Receiver on behalf of Greenlake Real Estate Fund, LLC, recorded May 29, 2014, in Book N/A as Instrument No. 4358507 of Official Records.
24. A Judgement, a certified copy of which was recorded October 28, 2014 in Book No. N/A as Instrument No. 4404089 of Official Records.
Court: In the Second Judicial District Court of the State of Nevada in and

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for the County of Washoe
Case No.: CV14-02288
Debtor: Secured Assets Belvedere Tower, LLC, a Nevada limited liability
company
Creditor: Woodburn and Wedge, Chartered, a Nevada professional
corporation
Amount: \$ 35,000.00, and any other amounts due thereunder.

NOTE: According to the public records, there have been no Deeds conveying the land described herein within a period of 24 months prior to the date of this Report, except as follows: None

NOTE: This Report is preparatory to the issuance of an ALTA Policy of Title Insurance. We have no knowledge of an fact which would preclude the issuance of said ALTA Policy with Endorsements 9.10 and 116.2 attached.

There is located on the land a residential condominium unit known as 450 North Arlington Avenue, Unit 505, Reno, NV 89503.

Current Assessor's Parcel No. 007-463-21

(Note this number may be different from the Assessor's Parcel Number being used to pay current fiscal year taxes)

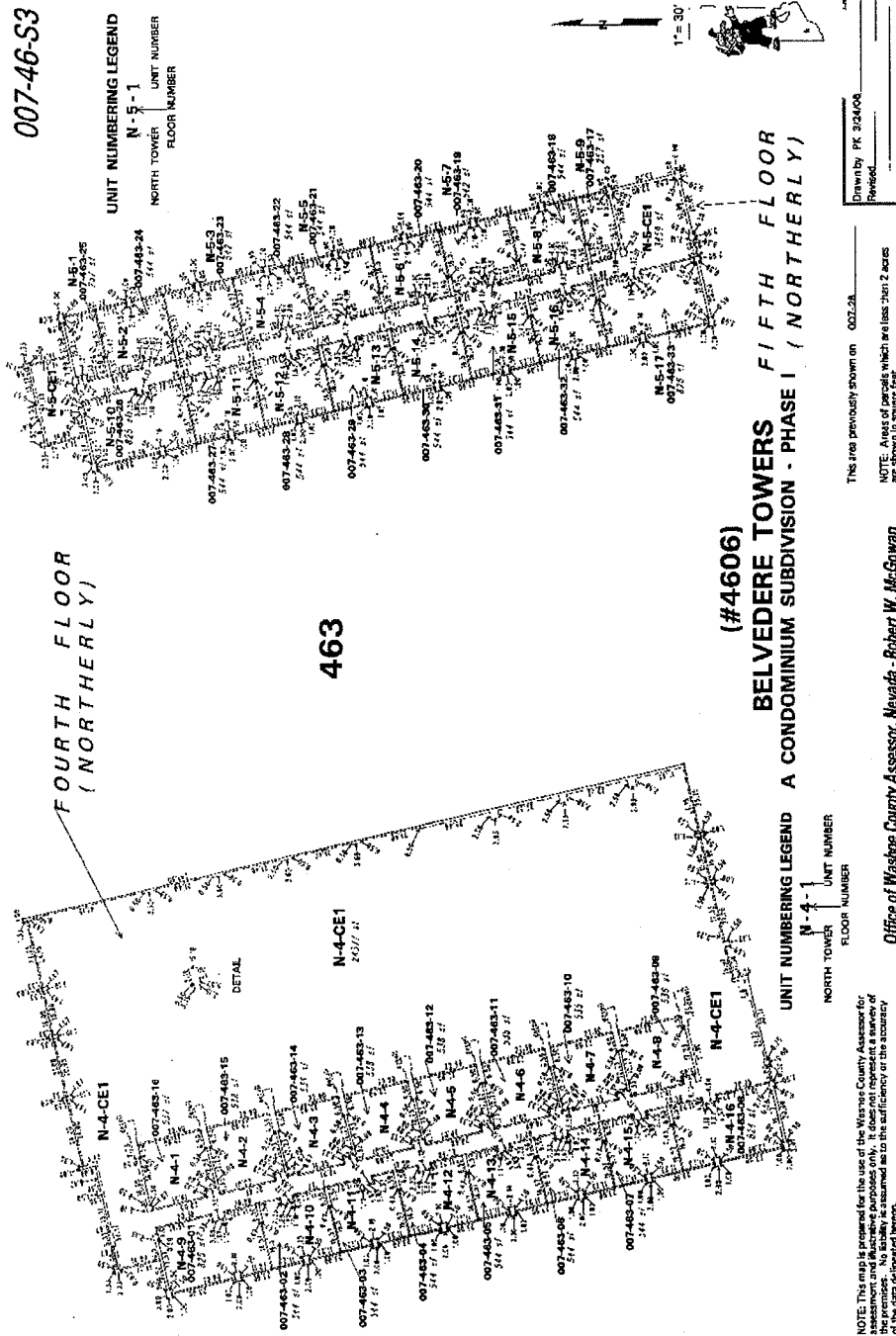
NOTE: Short term rate not applicable.

NOTE to proposed insured lender only: No Private transfer fee covenant, as defined in Federal Housing Finance Agency Final Rule 12 CFR Part 1228, that was created and first appears in the Public Records on or after February 8, 2011, encumbers the Title except as follows: None

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title Insurance Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

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Description: Washoe, NV Assessor Map 7.46 Page: 4 of 9
Order: 1 Comment:

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Property Address: 450 North Arlington Avenue, Unit 505
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CONDITIONS

1. DEFINITIONS

(a)"Mortgage" means mortgage, deed of trust or other security instrument.

(b)"Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section Two may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section One are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section One

or

eliminate with our written consent any Exceptions shown in Schedule B - Section Two.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.

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INFORMATION SHEET

Current owner: Secured Assets Belvedere Tower, LLC

Property reference: 450 North Arlington Avenue, Unit 505, Reno, NV

Legal description:

See attached Exhibit A

Assessor's Parcel Number: 007-463-21

Those taxes for the fiscal year July 1, 2016 through June 30, 2017, including any secured personal property taxes collected by the county treasurer.

APN (1001) 007-463-21

1st installment	\$	84.82	PAID
2nd installment	\$	83.55	PAID
3rd installment	\$	83.55	
4th installment	\$	83.55	
Total	\$	335.47	

RECORDED DOCUMENTS: Pursuant to NRS 247.110; The local county recorder shall charge and collect, in addition to any fee that a county recorder is otherwise authorized to charge and collect, an additional fee of \$25 for recording any document that does not meet the standards set forth therein.

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INCOMING DOMESTIC WIRE INSTRUCTIONS

Beware of cyber-crime! If you receive an e-mail or any other communication that appears to be generated from a First American Title Insurance Company employee that contains new, revised or altered bank wire instructions, consider it suspect and call our office at a number you trust. Our bank wire instructions seldom change.

Funds from other than buyer or seller: Other than funds from a designated lender, real estate agent or broker, or the attorney of record, we will only accept incoming wires that are from the buyer or seller on a transaction. Other third party deposits not accompanied by appropriate instructions will be returned to the remitter.

Funds from a U.S. Bank: Funds should be wired from a bank within the United States. Notify our office at (775)823-6200 when you have transmitted your wire.

Funds from a non-U.S. Bank: If your funds are being wired from a non-U.S. bank, additional charges may apply. Contact our office for Incoming International Wiring Instructions.

ACH Transfers are NOT wire transfers: An ACH transfer is not immediately available funds and requires additional time for clearance. An ACH transfer cannot be accepted for an imminent closing. Acceptance of ACH transfers are subject to state law. Contact our office at (775)823-6200 prior to sending funds by ACH transfer.

Contact our office at (775)823-6200 when funds are sent.

PAYABLE TO:	First American Title Insurance Company
BANK:	First American Trust, FSB
ADDRESS	Attn: Banking Services M/S #4 5 First American Way, Santa Ana, CA 92707
ACCOUNT NO.:	3012490000
ROUTING NUMBER	122241255

PLEASE REFERENCE THE FOLLOWING:

PROPERTY:	450 North Arlington Avenue, Unit 505, Reno, NV 89503
FILE NUMBER:	121-2511922

FIRST AMERICAN TRUST, FSB CONTACT INFO: Banking Services (877)600-9473

**WIRES MAY BE RETURNED IF THE FILE NUMBER
AND PROPERTY REFERENCE ARE NOT INCLUDED**



First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

EXHIBIT "A"

The land referred to in this Commitment is situated in the County of Washoe, State of Nevada and is described as follows:

PARCEL 1:

UNIT N-5-5 OF BELVEDERE TOWERS, A CONDOMINIUM SUBDIVISION - PHASE 1, ACCORDING TO THE MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF WASHOE COUNTY, STATE OF NEVADA, ON FEBRUARY 17, 2006, AS FILE NO. 3350349, TRACT MAP NO. 4606 AND AS AMENDED BY CERTIFICATE OF AMENDMENT RECORDED OCTOBER 30, 2014 AS DOCUMENT NO. 4405133 OF OFFICIAL RECORDS.

PARCEL 2:

AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS AS DEFINED AND SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR BELVEDERE TOWERS RECORDED FEBRUARY 17, 2006, AS DOCUMENT NO. 3350350 OF OFFICIAL RECORDS, AND BY FIRST AMENDMENT RECORDED FEBRUARY 16, 2007 AS DOCUMENT NO. 3499188 OF OFFICIAL RECORDS.