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9	UNITED STATES B	SANKRUPTCY COURT
10	FOR THE DIST	RICT OF NEVADA
11		
12 13	In re:	Case No.: BK-N-16-51162-GWZ
13	SECURED ASSETS BELVEDERE TOWER, LLC, a Nevada limited liability	Chapter 11 Case
15	company,	MOTION TO SELL CERTAIN CONDOMINIUM UNITS LOCATED AT
16	Debtor.	450 N. ARLINGTON STREET, RENO NEVADA; AND
17		A DDI AGATION TO TAKIN ON DICUGON
18		APPLICATION TO EMPLOY DICKSON REALTY – CAUGHLIN AND FOR APPROVAL OF COMPENSATION
19		AFFROVAL OF COMI ENSATION
20		Hearing Date: OST PENDING Hearing Time: OST PENDING
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22		C. D. L 1. D. L
23		C, Debtor and Debtor in Possession in the above-
24	captioned Chapter 11 case (" <u>Debtor</u> " or " <u>SAB</u>	<u>BT</u> "), by and through its counsel, Cecilia Lee, Esq.
25		tubbs LLP, hereby asks the Court to enter an order
26		ondominium units, Unit 914 and Unit 505, located
27		., Reno, Nevada, 89503 (the "Property"), free and
28	clear of any liens, claims and encumbrances v	with liens to attach to proceeds of sale in the order

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

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

I. STATEMENT OF FACTS

- 1. On September 19, 2016, SABT filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code. Docket No. 1.
- 2. In Schedule A, SABT disclosed an interest in approximately 120 condominium units located in the real property located at 450 N. Arlington Ave., Reno, Nevada, commonly known as The Belvedere. <u>Id</u>.
- 3. The Debtor listed its interest in the Property at \$18,500,000.00 with an approximate secured claim against the Property in the amount of \$9,250,000. <u>Id</u>. As set forth in great detail in the Debtor's first day <u>Motion Pursuant to 11 U.S.C. §§ 105(a) and 363(c) For Interim and Final Orders Authorizing the Debtor's Use of Cash Collateral</u>, Docket No. 4, and the <u>Declaration of M. Gregory Smith in support of Motion Pursuant to 11 U.S.C. §§ 105(a) and 363(c) For Interim and Final Orders Authorizing the Debtor's Use of Cash Collateral</u>, 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. <u>Id</u>.
- 6. In 2013, SABT and another entity, BTM, LLC ("<u>BTM</u>"), signed a Second Amended Promissory Note, dated June 26, 2013 evidencing that both SABT and BTM were coborrowers 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. <u>Id</u>.
- 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 "<u>Pricing List</u>"). <u>Id</u>. The prices in the Pricing List are based on various characteristics of each condominium unit, including location and size. <u>Id</u>.

- 10. Between April and September 16, 2016, the Debtor sold five condominium units to unaffiliated third-party buyers, as follows:
 - a. <u>Unit 508</u>: \$118,500 on April 11; BDH paid \$109,742.26 in net sale proceeds;
 - b. <u>Unit 411</u>: \$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. <u>Unit 811</u>: \$141,500 on August 12; BDH paid \$129,535.11 in net sale proceeds;
 - e. <u>Unit 301</u>: \$65,000 on September 16; BDH paid \$57,849.29 in net sale proceeds.¹

<u>Smith Declaration</u>. True and correct copies of the Settlement Statements for each of the five SABT units are attached hereto as <u>Exhibit A</u>.

- 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. <u>Ex. A.</u>

<u>D</u> (the "<u>Unit 505 Listing Agreement</u>," and with the Unit 914 Listing Agreement, collectively, the "<u>Listing Agreement</u>").

- 15. The Listing Agreement provides, subject to this Court's approval, for a commission of six (6) percent of the gross sales price of each Unit, which commission shall be due and payable only upon the closing of an approved sale. Ex. C; Ex. D.
- 16. This commission rate is the customary rate charged by Ms. Jensen and Dickson Realty. <u>Jensen Declaration</u>. Ms. Jensen has been a real estate agent since 2003 and has thirteen years of experience marketing residential real estate and land in the Northern Nevada Area. <u>Id</u>.

Proposed Sales

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

Unit 914

- 17. On April 28 2016, Ms. Jensen listed Unit 914 for sale on the Multiple Listing Service ("MLS") with a listing price of \$92,000.00. Jensen Declaration.
- 18. On October 3, 2016, the Debtor finalized an agreement to sell Unit 914 to Joe and Kathryn Nazar (the "<u>Unit 914 Proposed Buyers</u>") for \$85,000.00. A copy of the <u>Residential Offer and Acceptance Agreement</u> ("<u>Unit 914 Purchase Agreement</u>") outlining the specific terms of the proposed sale is attached hereto as <u>Exhibit E</u>. The terms are:
 - a. The offer is an all cash offer that is not contingent on an appraisal;
 - b. The Debtor shall pay all title costs and transfer taxes but the Debtor and the Proposed Buyers shall share equally in escrow costs;
 - c. The Proposed Buyers must verify available cash and submit the \$1,000 deposit;
 - d. The sale shall close by October 17, 2016 or as soon as possible after Court approval;
 - e. The sale is subject to (i) Court approval and (ii) possible overbid pursuant to bidding procedures as set forth in this Sale Motion; and
 - 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.²

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

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

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Unit 505

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

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As a result, on September 23, 2016, Ms. Jensen listed Unit 505 for sale on the 22. MLS with a listing price of \$130,000.00. Id. On October 7, 2016, the Debtor received an offer to purchase Unit 505 for \$120,000.00. Id. On October 8, 2016, the Debtor finalized an agreement

\$129,000.00, with the Debtor to provide a \$4,500 credit towards recurring and non-recurring closing costs and/or HOA dues. A copy of the Residential Offer and Acceptance Agreement

to sell Unit 505 to Xiaodong Sun and Lietai Yang (the "Unit 505 Proposed Buyers") for

("Unit 505 Purchase Agreement") outlining the specific terms of the proposed sale is attached

hereto as Exhibit F. The terms are:

The offer is an all cash offer that is not contingent on an appraisal;

b. The Debtor and the Proposed Buyers shall share equally the escrow, transfer tax and title costs;

The Proposed Buyers must verify available cash and submit the \$1,000 deposit;

d. The sale shall close by October 20, 2016 or as soon as possible after Court approval;

e. The sale is subject to (i) Court approval and (ii) possible overbid pursuant to bidding procedures as set forth in this Sale Motion; and

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.

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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
 - 24. The Proposed Buyers are not affiliated with the Debtor. <u>Smith Declaration</u>.
- 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. <u>Id</u>.

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. <u>Jensen Declaration</u>.
- 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.

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

Jensen Declaration.

Payment of Lien

- 29. By virtue of the above listed Deed of Trust and Allonge and Assignment, BDH has a first priority security interest in Unit 914 and Unit 505.
- 30. By virtue of a Judgment by Confession recorded in 2014 by Woodburn & Wedge for past due attorneys' fees, Woodburn & Wedge has a second priority security interest in Unit 914 and Unit 505.
- 31. The Debtor requests that this Court approve the sale free and clear of all liens, claims and encumbrances, with all liens to attach to the proceeds of sale, which shall be set aside in Debtor's counsel's client trust account until further order of this Court.

Notice of Sale Motion

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

Bidding Procedures

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

- 33. <u>Pre-Qualification</u>. Any person may qualify as a bidder. In order to become a "Qualified Bidder," an interested bidder must, one day prior to the start of the Sale Hearing, deliver to Ms. Jensen a loan commitment letter in form, on terms, and from a lender satisfactory to the Debtor sufficient to pay the balance of purchase price for property <u>or</u> produce a certification from a bank or similar financial institution of available funds to close in form satisfactory to the Debtor sufficient to close the sale.
- 34. <u>Bidding at the Sale Hearing</u>. A hearing will be conducted on ______,

 2016 at ______. <u>n. Pacific Standard Time</u> at the United States Bankruptcy Court for the

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

- The Unit 914 Proposed Buyers' \$85,000 offering price will be the opening bid at 35. the auction and the sale is to be approved for an amount not less than \$85,000. The initial overbid increment shall be at least \$5,000, resulting in a minimum \$90,000 or more purchase price in the event of an overbid. Subsequent bids will be accepted in increments of \$1,000. The final purchase price will be the highest qualified bid offered over the Opening Bid Price and accepted at the auction.
- The Unit 505 Proposed Buyers' \$129,000 offering price will be the opening bid at 36. the auction and the sale is to be approved for an amount not less than \$129,000. The initial overbid increment shall be at least \$5,000, resulting in a minimum \$134,000 or more purchase price in the event of an overbid. Subsequent bids will be accepted in increments of \$1,000. The final purchase price will be the highest qualified bid offered over the Opening Bid Price and accepted at the auction.
- Closing. Closing shall take place as soon as possible after this Court's order 37. approving this Sale Motion is entered but no more than seven (7) days from the date of entry of a final order approving the sale to close the transaction, including paying the balance of the purchase price and executing all necessary documents. Failure to close timely (other than as a result of a breach by the Debtor of its obligations under each respective Purchase Agreements) shall constitute a material breach of the respective Purchase Agreements, shall void any rights such Bidder may have had against the bankruptcy estate or any of its assets, including against the Property, and shall permit the Debtor to re-market the Property and sell it to a third party.

III. LEGAL DISCUSSION

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

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

A debtor in possession has all the same "rights ... and powers, and shall perform all the functions and duties, except the duties specified in sections 1106(a)(2), (3), and (4) of this title, of a trustee serving in a case under this chapter." 11 U.S.C.A. § 1107(a). Section 363(b) of the Bankruptcy Code provides that "[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. §363(b). The standard for approval of a sale of property of the estate under Section 363 is whether there exists some articulated business justification for the proposed transaction, and whether the sale is in the best interests of the debtor, creditors and equity holders. Walter v. Sunwest Bank, 83 B.R. 14, 19 (9th Cir. BAP 1988) (quoting Institutional Creditors of Continental Airlines, Inc., 780 F.2d 1223, 1226 (5th Cir. 1986). In making such a determination, courts may look to the following factors, not all of which are relevant here:

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

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

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

[t]he trustee may sell property under subsection (b) or (c) of this section free and clear of any interest in such property of an entity 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

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

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

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

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

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

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

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

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

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

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

The Debtor also asks this Court to order that the proposed sales are not stayed pursuant to 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."

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

4. Compliance with Local Rule 6004(b)

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

- (1) A copy of the proposed purchase agreement, or a form of such agreement substantially similar to the one the debtor reasonably believes it will execute in connection with the proposed sale. <u>Debtor's Response</u>: See <u>Exhibit E</u> and Exhibit F hereto.
- (2) A list of all lienholders with an interest in the property to be sold under the sale motion. Debtor's Response: The lienholders have been listed above.
- (3) A copy of a proposed form of sale order. <u>Debtor's Response</u>: Debtor will comply with Local Rule 9021 in circulating and submitting an order after the hearing.
- (4) A request, if necessary, for the appointment of a consumer privacy ombudsman under 11 U.S.C. § 332. <u>Debtor's Response</u>: Inapplicable.
- (5) The sale motion must highlight material terms, and shall indicate the location of any such provision in the proposed form of order or purchase agreement. Debtor's Response: Satisfied by the foregoing Motion.
- (6) In any non-individual chapter 11 case, subsections (A) through (O) are presumptively material.
 - (A) If the proposed sale is to an insider, as defined in 11 U.S.C. § 101, the sale motion must:
 - (i) identify the insider; and
 - (ii) describe the insider's relationship to the debtor.

<u>Debtor's Response</u>: Inapplicable.

- (B) If a proposed buyer has discussed or entered into any agreements with management or key employees regarding compensation or future employment, the sale motion must disclose the material terms of any such agreements. Debtor's Response: Inapplicable.
- (C) The sale motion must highlight any provisions pursuant to which an entity is being released or claims against any entity are being waived or otherwise satisfied. <u>Debtor's Response</u>: Inapplicable.
- (D) The sale motion must disclose whether an auction is contemplated, and highlight any provision in which the debtor has agreed not to solicit competing offers for the property subject to the sale motion or to otherwise limit the marketing of the property. <u>Debtor's Response</u>: An auction is 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.
- (E) The sale motion must highlight any deadlines for the closing of the proposed sale or deadlines that are conditions to closing the proposed transaction. <u>Debtor's Response</u>: 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.
- (F) The sale motion must highlight whether the proposed purchaser has submitted or will be required to submit a good faith deposit and, if so, the conditions under which the deposit may be forfeited. Debtor's Response: The Purchase Agreements require \$1,000 deposits. 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. The deposit is refundable in the event the Proposed Buyers are overbid or the Court denies the sale.
- (G) The sale motion must highlight any provision pursuant to which a debtor is entering into any interim agreements or arrangements with the proposed purchaser, such as interim management arrangements (which, if out of the ordinary course, also must be subject to notice and a hearing under 11 U.S.C. § 363(b)), and the terms of the agreements. <u>Debtor's Response</u>: Inapplicable.
- (H) The sale motion must highlight any provision pursuant to which a debtor proposes to release sale proceeds on or after the closing without further court order, or to provide for a definitive allocation of sale proceeds. <u>Debtor's Response</u>: 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

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

- (I) The sale motion must highlight any provision seeking to have the sale declared exempt from taxes under 11 U.S.C. § 1146(a), and the type of tax (e.g., recording tax, stamp tax, use tax, or capital gains tax) for which the exemption is sought. It is not sufficient to refer simply to "transfer" taxes and the state or states in which the affected property is located. <u>Debtor's Response</u>: Inapplicable.
- (J) If the deb or proposes to sell substantially all of its assets, the sale motion must highlight whether the debtor will retain, or have reasonable access to, its books and records to enable it to administer its bankruptcy case. <u>Debtor's Response</u>: Inapplicable.
- (K) The sale motion must highlight any provision pursuant to which the debtor seeks to sell or otherwise limit any rights to pursue avoidance claims under chapter 5 of Title 11 of the United States Code. <u>Debtor's Response</u>: Inapplicable.
- (L) The sale motion must highlight any provision limiting the proposed purchaser's successor liability. <u>Debtor's Response</u>: Inapplicable.
- (M) The sale motion must highlight any provision by which the debtor seeks to sell property free and clear of a possessory leasehold interest, license or other right. Debtor's Response: the Debtor intends to sell Unit 914 and Unit 505 free and clear of all liens and encumbrances; however, all security interests shall attach to the proceeds of sale in order of priority.
- (N) The sale motion must highlight any terms with respect to credit bidding pursuant to 1: U.S.C. § 363(k). <u>Debtor's Response</u>: Inapplicable.
- (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). <u>Debtor's Response</u>: 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.

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28 DAVIS GRAHAM & STUBBS LLP ATTORNEYS AT LAW EST LIBERTY STREET SUITE 950 RENO. NEVADA 89501

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

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

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

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

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

⁴ The Debtor has not yet filed an application to employ Dickson Commercial Group, pending its efforts with BTM to resolve the segregation of the joint checking account. If the Debtor 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.

	Case 16-51162-gwz Doc 52 Entered 10/17/16 16:42:21 Page 18 of 109
1	fee application.
2	III. <u>CONCLUSION</u>
3	For all the foregoing reasons, the Debtor asks the Court to GRANT the Motion in its
4	entirety.
5	DATED this 17 th day of October, 2016.
6	Davis Graham & Stubbs LLP
7	
8	/s/ Elizabeth High, Esq. CECILIA LEE, ESQ.
9	ELIZABETH HIGH, ESQ.
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DAVIS GRAHAM & STUBBS LLP ATTORNEYS AT LAW 50 WEST LIBERTY STREET SUITE 950 RENO, NEVADA 89501 (775) 229-4219

EXHIBIT A



OMB No. 2502-0265

A. Settlement Statement (HUD-1)

				. , , , ,	
B. Type of Loan	T			1 0 3 ft 1 1 to Co	- Number
1. □FHA 2. □RHS 3. □Conv Unins 4. □VA 5. □Conv Ins. 6. □Seller Fin	6, File Number 078461-MDD		7. Loan Number	8. Mortgage Ins Ca	se mannoet
7. Kacash Sale.	0,0,0,0,0,0,0,0				1
C. Note: This form is furnished to give you a stateme	nt of actual cettlement cost	e A	Amounts neid to and by the set	tlement agent are shown. Its	ons marked
"(p,o.c.)" were paid outside the closing; they	are shown here for inform	atic	nal purposes and are not inclu	ded in the totals.	
D. Name & Address of Borrower	E. Name & Address of S Secured Assets Belvedo			F, Name & Address of Lo	nder
Kristin L. Joseph Revocable Trust 165 Oxbow Marina Drive	128 Windwalker Way	216	Loifet		
Isleton, CA 95641	Novato, CA 94945			,	
O. Property Location	H. Settlement Agent Nat	me		I. Settlement Date	
a,	Western Title Compan			4/11/2016	
450 N. Arlington #508	5390 Kletzke Ln, Suite Reno. NV 89511	10)	L	Fund:	
Reno, NV 89503	775-332-7100				
	Underwritten By: Wes	tcor	·		
	Piace of Settlement Western Title Compan	۱V			
	Kietzke Office	٠.			
	5390 Kletzke Lm Suite Reno, NV 89511	101 3	26 \$		
J. Summary of Borrower's Transaction	13333131	, , ,	K. Summary of Seller's Tr	nearlian	
		! !			
100. Gross Amount Due from Borrower			400. Gross Amount Due to	Seller	\$118,500.00
101. Contract sales price			401. Contract sales price 402. Personal property		27.50,000,00
102. Personal property 103. Settlement charges to borrower			403.	······································	
104.			404.		
105.			405.		
Adjustments for items paid by seller in advance			Adjustments for items paid	by seller in advance	
106. County Property Taxes 04/11/16 06/30/16	F 18 18	<u>:</u> دا	A063 County Property Taxes	04/11/16 06/30/16	\$73.39
107. Sewer Use Fee 04/11/16 06/30/16	1. 71	-	407, Sewer Use Fee	04/11/16 06/30/16	\$97.77
108. HOA Dues 04/11/16 04/30/16		}	408. HOA Dues	04/11/16 04/30/16	\$217.60
109. Assessements			409. Assessements		
110.			410.		
111.	<u> </u>	-	411.		
112.			412.		
113,			414.		-
114.	leans c		4157		
115.	4.84	1			
120. Gross Amount Duc From Borrower		ľ	420. Gross Amount Dac to	Seller	\$118,888.76
200. Amounts Paid By Or in Behalf Of Borrower			500, Reductions in Amoun		
201. Deposit or carnest money			501. Excess deposit (see ins	tructions)	
202. Principal amount of new loan(s)			502. Settlement charges to s		\$8,704.90
203. Existing loan(s) taken subject to			503. Existing loan(s) taken		
204.		-	504. Payoff of first mortgag	e loan	\$109,742.26
205. Closing Funds		1	505.		
206. 207.		1	506. 507. (EMD \$1,000 Disburs	ed as Proceeds)	+
207. 208. Portion of Owner's Policy Paid by Seller			508, Portion of Owner's Pol		\$441.60
209.		1	509.		
	Vrio	1	Adjustments for items unp	aid by seller	
210. County Property Taxes	no mereby		510. County Property Taxes	``````````````````````````````````````	T
TV/502/V7	ρ ₃ γ		511. Sewer Use Fee		
212. HOA Dues dain Till Hochine origin	us _r .		512. HOA Dues		
211. Sower Use Fee 212. HOA Dues 213. Assessements 100 100 100 100 100 100 100 100 100 10	2		513. Assessements		
214. Cond exact Contractive	A COURT		514.		
	Alex Strangerick	1	515.		
216. Wester		1	516.		
217. 218.		1	517. 518.		1
218.	1	1	519.	·	
220, Total Pald By/For Borrower	+		520, Total Reduction Amo	unt Dire Seller	\$118,888.76
300. Cash At Settlement From/To Borrower		1	600. Cash At Settlement To	***************************************	
301. Gross Amount due from borrower (line 120)		1	601. Gross Amount due to s		\$118,888.76
302. Less amounts paid by/for borrower (line 220)			602. Less reductions in amt,	due seller (line 520)	\$118,888.76
303. Cash To Borrower		L	603. Cash Seller		\$0.00
The Public Reporting Burden for this collection of info	position is artimated at 35	wal.	suden has ransonus for collactic	or variateing and ranorling	the data This agency

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.

0. Total Real Estate Broker Fees Division of Commission (line 700) a	\$7,110.00 s follows:			aid From Borrower's	Paid From Seller's
1, \$3,555.00	to Dickson Realty			Funds at	Funds at
2, \$3,555.00	to Coldwell Banker Select	Real Estate		Settlement	Settlement
3. Commission Paid at Settlement					\$7,110.0
O. Items Payable in Connection with Loa	1	\$0,00	(from GFE #1)		T
 Our origination charge Your credit or charge (points) for the spe 	olfic rate chosen	\$9,00	(from OFE #2)		
3. Your adjusted origination charges	to		(from GFE A)		
94. Appraisal Fee	to		(from GFE #3)		ļ <u>.</u>
)5. Credit report	to		(from GFE #3)		
06. Tax service	to		(from GFE #3)		
77. Flood certification	to		(from GFE #3)		l
0. Items Required by Lender To Be Paid	în Advance				
)1. Daily interest charges from 4/11/2016 to	5/1/2016 @ \$0/day	(from GFE #10)		
2. Mortgage Insurance Premium for month	s to		(from GFE #3)		
3. Homeowner's insurance for years	to		from OFE#11)		1
000. Reserves Deposited With Lender	restarts &	***			
001. Initial Deposit for your escrow account	Exe 2	Ma /A 4	(from GPE #9)		
002. Homeowner's insurance	months @	per month			
003. Mortgage insurance	months @	per month			
004. County Property Taxes	months @	per month			1
005, Sewer Use Fee	months @	per month			1
006. HOA Dues	months @	per month		_	.
007. Assessements	months @	per month			
008,	months @	per month			
009.	0 months @				
010.	0 months @ 🛁	R = 165, 12 전 명 구설 및			-
011, Aggregate Adjustment	4" 8	阿哥在是 为			
100, Title Charges			····		
101. Title services and lender's title insurance	to Western Title Con	npany FEES	(from OFE #4)		
102. Settlement or closing fee	to Western Title Con	прапу	\$323,00		\$242.
	FEES	www.		···	
103. Owner's title insurance	to Western Title Con Western Title Con		(from GFE #5)		
104. Lender's title insurance	to FEES		\$0.00		
105. Lender's title policy limit \$	\$0.00/\$0.00 .				
106. Owner's title policy limit \$	\$118,500.00/\$441.60				
107. Agent's portion of the total title insurance	e premium to EWesfer	en Title Company \$39	7.44		
108. Underwriter's portion of the total title in		estcor Land Title \$44	16		
109. CPL Fee	10		(from GFE #4)		\$0.
110. Recording Processing/Verification Fee	to eTRCo	C26:	00 (from GFE #4)		50
			00 (from GFE #4)		\$10
111. E-Recording Fee	Western Title Compan				
112. Wire Feo	to fres	3200	00 (from GFE #4)		\$0
113. FedEx/Courier Fee	to Western Title Compar	3400	00 (from GPE #4)		\$20.
114. E-mail Documents	to FEES	ay .	(from GFE #4)		50
115. Reconveyance Tracking Fee	to Western Title Compar	ny	(from OFE #4)		\$0.
116. Document preparation	to Western Title Compar	ny	(from OFE #4)		\$50
116. Document preparation					\$82
Reimburse for Court Order and Certific		ny			_1
Reimburge for Court Order and Certific	d to Western Title Compai	ny			
117. Reimburse for Court Order and Certific Copy Fee	d to Western Title Compai	ny	(from GPE #7)		
117. Reimburse for Court Order and Certific Copy Fee 200. Government Recording and Transfe	to Western Title Compar FEES r Charges	ny	(from GPE #7)		
Reimburse for Court Order and Certific Copy Fee 200. Government Recording and Transfe 201. Government recording charges 202. Deed \$19.00; Mortgage, Release \$0.0	to Western Title Compar FEES r Charges	ny			
Reimburse for Court Order and Certific Copy Fee 200. Government Recording and Transfe 201. Government recording charges 202. Deed \$19.00; Mortgage, Release \$0.0 203. Transfer taxes	td to Western Title Compar FEES r Charges to eTRCo		(from GPE #7)		
Reimburse for Court Order and Certific Copy Fee 200. Government Recording and Transfe 201. Government recording charges 202. Deed \$19.00; Mortgage, Release \$0.0 203. Transfer taxes 204. City/County tax/stamps Deed \$0.00 Deed \$485	to Western Title Comparer Charges 10 to eTRCo ; Mortgage \$0.00 to eTRCo				2012
Reimburse for Court Order and Certific Copy Fee 200. Government Recording and Transfe 201. Government recording charges 202. Deed \$19.00; Mortgage , Release \$0.0 203. Transfer taxes 204. City/County tax/stamps Deed \$485. \$0.00	to Western Title Compar FEES r Charges to eTRCo ; Mortgage \$0.00 to eTRCo 85; Mortgage to eTRCo				.
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Reimburse for Court Order and Certific Copy Fee 200. Government Recording and Transfe 201. Government recording charges 202. Deed \$19.00; Mortgage , Release \$0.00 203. Transfer taxes 204. City/County tax/stamps Deed \$0.00 205. State tax/stamps Deed \$485. \$0.00 206. Record Order 300. Additional Settlement Charges 301. Required services you can shop for 302. Reimburse for HOA does and demand	to Western Title Compar FEES r Charges to eTRCo ; Mortgage \$0.00 to eTRCo 85; Mortgage to eTRCo to eTRCo to eTRCo		(from GFE#8)		\$242 \$25 \$330
Reimburse for Court Order and Certific Copy Fee 200. Government Recording and Transfe 201. Government recording charges 202. Deed \$19.00; Mortgage , Release \$0.00 203. Transfer taxes 204. City/County tax/stamps Deed \$0.00 205. State tax/stamps Deed \$485. \$0.00 206. Record Order 300. Additional Settlement Charges 301. Required services you can shop for	to Western Title Compar FEES r Charges to eTRCo ; Mortgage \$0.00 to eTRCo 85; Mortgage to eTRCo to eTRCo to eTRCo to eTRCo	100	(from GFE#8)		\$330
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File No. 078461-MDD

307. Electric Invoice	to	Complete Electric	POC (S) \$85.00	
i308. HOA Advanced Assessments	to	Belyedere Towers Owners Association		
1309, HOA Dues	to	Belvedere Towers Owners Association		\$326.40
1310. Sewer Acet #1004684-001	to	City Of Reno		\$109.08
1400. Total Settlement Charges (enter or	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.

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File No. 078461-MDD

have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accourate statement of all receipts and lisbursements 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

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 recount of this transaction. I have caused the funds to be disbursed in secordance with this statement.

Settlement Agent

Narning: It is a crime to knowingly make false statements to the United states on this or any other similar form. Penalties upon conviction can relude a fine and imprisonment. For details see: Title 18 U.S. Code Section 001 and Section 1010.



WASHOE COUNTY RECORDER

OFFICE OF THE RECORDER LAWRENCE R. BURTNESS, 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 représentation (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

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 nant

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 Offical Records, and by First Amendment recorded February 16, 2007, as Document No. 3499188, Offical 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 Smit

STATE OF .

Cals

COUNTY OF Mary M This instrument was acknowledged before me on

4-5-2016

By Grogg Smith.

E This

Notary Public

}ss

ELENA TROYANOVSKAYA
Commission # 2123071
Notary Public - California
Marin County
My Comm. Expires Sep 9, 2019

Final Master Settlement Statement Reliant Title

5485 Kletzke Lane Reno, NV 89511 Phone: 775-440-6333 Fax:

Close of Escrow: Escrow officer/Closer: Lori Silva

06/06/2016

Certified Copy

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 Arilington Ave #N411

Reno, NV 89503

Property location:

450 N Arlington Ave #N411

Reno, NV 89503

Seller Debit	Credit		Borrow Debit	er Credit
The second of the second of		Financial Consideration () () () () () () () () () (. 1. 1	प्राच्याच्या १
		Sale Price of Property	125,000.00	····
		Deposit		2,500.0
		Buyers Closing Funds	· · · · · · · · · · · · · · · · · · ·	243,500.0
AND A COUNTY OF THE PERSON OF	ran A	Prorations/Adjustments	1,000 x 17. 9	. 1 % 21 500
		Debit Buyer - HOA Prorated Dues 06/06/16-07/01/16	10.88	Arabitata baran manggang
	21.71	County Taxes 06/06/16 - 07/01/16	21.71	
and the second	ور في والمعام	Commissions (***) ** *** ** ** ** ** ** ***** ** *****		P 31-52850386-1
3,750.00		Real Estate Commission - Listing to Dickson Realty - Caughlin		
3,750.00		Real Estate Commission - Selling to Desert Diamonds Realty		
the first in a writing	E State on a State of	Escrow/Title Charges, e.e. age on the control of th	The section of	age of the first to
		Document Fee to Reliant Title	80.00	
		E-Recording Fee to Rellant Title	7.00	•
315.00		Escrow Fee (B) to Reliant Title		
315.00		Escrow Fee (S) to Reliant Title		
		Overnight Fee to Reliant Title	25.00	
100.00		Trustees Deed to Reliant Title		
841.50		Owner's Title Insurance to Reliant Title Coverage: 120,000,00 841,50		
		Version: ALTA Owners Policy (06/17/06)		
សមាមិស្ស១២៥គឺ	23. v. (\$25. v. 75. v	Recording Charges	Antibe er at en a	. 7545
18.00		Recording Fees to Reliant Title	120.00	- 14. 12: -5 -5 1V
		County Transfer Taxes to Reliant Title	512.50	
J. Branderson	****	Payoffs 🖫 🖟 👉 🖟 🖟 🗸 🖟 🖟 🖟 Payoffs 🖫 🖟 🖟 🖟 🖟 Payoffs 🖫 🖟 🖟 Payoffs 🖫 🖟 Payoffs 💮 Payoffs	12.30 1 20 22	किला -कुझ
106,896.09	·	Payoff of First Mortgage Loan to Belvedere Debt Holding to Belvedere Debt Holding		
		Loan Payoff 106,941.17 Total Payoff 106,896.09		
4,000.00	•	Payoff of Second Mortgage to Anderson ESQ. Woodburn and Wedge		·
		Loan Payoff 0.00		
		Total Payoff 4,000.00		
entime i tipacioni	n-raise	EHOA Charges (1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995	Sept to the second	e was 'n are 't are'
····		advance assessment to Belvedere Towers	652.80	
		JUne Dues to Belvedere Towers	326.40	
<u> </u>		Elevator fee to First Service Residential	75.00	
医医甲基胺氏试验剂	and the property of the second se	Miscellaneous Debits/Credits=a もとちかりました。		FP (7) w. kb
40,00		Notary Fee to Pak Mail 0148		
7.00		Air Quality to Air Quality Management	.7.00	
		Transaction Fee - Selling to Desert Diamonds Realty	150.00	
5,000.00		Credit for HOA Fees		5,000.0
125,032.59	125,032.59	Subtotals	126,988.29	251,000.0
		Balance Due TO Borrower		

Final Master Settlement Statement

Seller			er
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
	D. (1)
	Dane W. Anderson
STATE OF NEVADA)) ss.
COUNTY OF WASHOE) 35.

On this 3th day of Jone, 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.

NOTARY PUBLIC

WITNESS my hand and official seal.

DIANNE M. KELLING
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 92-4228-2 - Expires November 9, 2016

RECORDING REQUESTED BY:

Reliant Title 5485 Kietzke Lane Reno, NV 89511

WHEN RECORDED MAIL TO and MAIL TAX STATEMENTS TO:

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

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

A.P.N.: 00746303

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

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 Bahirael and Emlly 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.

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	
of California, a Notary Public for the County of Marin and Star do hereby certify the	ie at
Marki Jed Casper and Michael Carpers Spersonally appeared before me this day ar acknowledged the due execution of the foregoing instrument.	īd
Witness my hand and official seal, this the 3rd day of June, Zall.	
Si	
Notary Public	
My Commission Expires: 4-12-ZoZ-b	
(SEAL)	



American Land Title Association

ALTA Settlement Statement - Seller

Adopted 05-01-2015

File No.: 121-2506127

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

Officer/Escrow Officer: Brandie Martin/BM

Settlement Location:

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

2043

First American Title Insurance Company

5310 Kletzke Lane, Suite 100 • Reno, NV 89511-2043 Phone: (775)823-6200 Fax: (775)823-6250

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:

	Selle	r
Description Description	Deblt	Credit
Financial		
Sale Price		150,500.0
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	<u></u>
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	

case 16-51162-gwz - Doc 52 - Entered 10/17/16 16.42.21 - Page 35 0/109

	Se	ller".
Description	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. 3499188 OF OFFICIAL RECORDS.

Subject to

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

Case 16-51162-uwz Doc 52 Entered 10/17/16 16.42.21 Page 37 of 109

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

	ssets Belvedere To ited liability compa			•		•
By It's Man	ager:	•	• *		en en en en en en en en	
Ananda Adı liability com	visors LLC,A Califo	ornia limited		·		
M. Gregory	Smith, Manager		.•			
M. Jed Coo	per, Manager	-				
STATE OF	NEVADA)			•	
COUNTY OF	WASHOE	: \ SS.)				,
This Instrumer Secured Assi	nt was acknowledge ets/Belvedere To	d before me on wers LLC., M,	Gregory Si	nith and M	Jed Cooper	by
(My commission	Notary Public on expires:	<u> </u>	•	•		
This Notary Ac	knowledgement is a er Escrow No. 121-	ttached to that	certain Gra	nt, Bargain Sa	le Deed dated J	uly

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

is attached, and not the truthfulness, accuracy, or validity of that document.	FORNIA ALL-PURPOSE CERTIFICATE OF CKNOWLEDGMENT
on July 14, 2016 before me, Eleka personally appeared M. Gregory Smith M. Ted Cooper who proved to me on the basis of satisfactory evidence to be the per the within instrument and acknowledged to me that he/she/th authorized capacity(ies), and that by his/her/their signature(s) on the upon behalf of which the person(s) acted, executed the instrument.	son(s) whose name(s) is/are subscribed to ney executed the same in his/her/their
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.	ELENA TROYANOVSKAYA Commission # 2123071 Notary Public - California Marin County My Comm. Expires Sep 9, 2019
Signature 6. The OPTIONAL INFORMATION	(Seal)
Although the information in this section is not required by law, it could preve acknowledgment to an unauthorized document and may prove useful to per	nt fraudulent removal and reattachment of this roons relying on the attached document.
Description of Attached Document	Additional Information
The preceding Certificate of Acknowledgment is attached to a document	Method of Signer Identification
and Sale Deed, Buyer Tennifee Rean	Proved to me on the basis of satisfactory evidence: Oform(s) of identification of credible witness(es) Notarial event is detailed in notary journal on:
containing pages, and dated	Page # Entry #
The signer(s) capacity or authority is/are as:	Notary contact:
☐ Individual(s)	Other
Attorney-In-Fact Corporate Officer(s) Title(s)	Additional Signer(s) Signer(s) Thumbprint(s)
☐ Guardian/Conservator ☐ Partner - Limited/General ☐ Trustee(s) ☐ Other:	
representing:	

American Land Title Association

ALTA Settlement Statement - Seller Adopted 05-01-2015

File No.: 121-2506122

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

Officer/Escrow Officer: Brandie Martin/BM

Settlement Location:

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

2043

first American Title Insurance Company

5310 Kietzke Lane, Suite 100 • Reno, NV 89511-2043 Phone: (775)823-6200 Fax: (775)823-6250

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

Lenders

Settlement Date: 08/12/2016 Disbursement Date: 08/12/2016

	Selle	r
Description	Debit	Credit
Financial		
Sale Price		141,500.00
Prorations/Adjustments		210,58
Association Dues 08/12/16 to 09/01/16 @\$326.40/mo		11.62
County Taxes 08/12/16 to 10/01/16 @\$84.82/yr		58.61
Utilities 08/12/16 to 09/30/16 @\$36.36/mp		38,01
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	and the second s
	·	
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	

	Sel	ler
Description	Deblt	Crédit
Subtotals		
Due From/To Seller		
Totals 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 Belyedere Toy A Nevada limited liability comp		•		•		
By It's Manager:	dily					
Ananda Advisors LLC, A Califo	ornia limited	. ,				
liability company		•				
Ву:	·	- ,			•	
Name M. Gregory∕Smith Title: Manager	•	•	•		; .	
						•
By: Class		_				
Name: M. Jed Cooper						
Title: Manager	•				•	
			٠.			
•			•			•
STATE OF NEVADA)		•			
COUNTY OF WASHOE	; 556.	•.				
COUNTY OF TAXABLE		.:				
This instrument was acknowledge	d before me on _		721	l Jad Can		by
Secured Assets/Belvedere To	wer LLC. M. Gre	gotA 2m	utu Siua iu	i. Jea ;Coo	hei.	
			•			
Notary Public						•
(My commission expires:)		•	:		
This Notary Acknowledgement is a 15, 2016 under Escrow No. 121-	ittached to that c 2506122.	ertain Gra	ant, Bargal	n Sale Dee	d dated J	lune

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

is attached, and not the truthfulness, accuracy, or validity of that document.	IFORNIA ALL-PURPOSE CERTIFICATE OF
State of California) A	CKNOWLEDGMENT
County of Marin)	
on July 14, 2016 before me, Elena personally appeared Michael Gregory & Martel Ted Cooper	TROYANOVSKAYA
personally appeared Michael Gregory &	mith and
Martel Ted cooper	
who proved to me on the basis of satisfactory evidence to be the per the within instrument and acknowledged to me that he/she/the authorized capacity(les), and that by his/her/their signature(s) on the 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.	hey executed the same in his/her/their he instrument the person(s), or the entity ELENA TROYANDVSKAYA Commission # 2123071
WITNESS my hand and official seal.	Notary Public - California Marin County My Comm. Expires Sep 9, 2019
Signature & Mos	, .
	(Seal)
OPTIONAL INFORMATION Although the information in this section is not required by law, it could preve acknowledgment to an unauthorized document and may prove useful to per Description of Attached Document The preceding Certificate of Acknowledgment is attached to a document	
	- I
titled/for the purpose of Grant, Bargain and	Proved to me on the basis of satisfactory evidence: LO form(s) of identification O credible witness(es)
Sale Deed. Buyer Christine L. containing pages, and dated Regar	I .
Sale Deed. Buyer Christine L.	L_O form(s) of identification O credible witness(es) Notarial event is detailed in notary journal on:
Sale Deed. Buyer Christine L., containing pages, and dated Regar. The signer(s) capacity or authority is/are as: Individual(s) Attorney-in-Fact	L of form(s) of identification of 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

Printed: 10/05/2016, 3:08 PM Officer/Escrow Officer: Brandle Martin/BM

Settlement Location:

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

2043

First American Title Insurance Company

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

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

Final Settlement Statement



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

	Selle	r
Description	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) Plain Language Policy-O to First American Title Insurance Company	314.74	
Title - Escrow Fee Escrow Fee - General to First American Title Insurance Company	250.00	
Commission		
Real Estate Commission to Dickson Realty	1,950.00	
Real Estate Commission to Dickson Realty Sparks Branch	1,950.00	14-14-2-1-4-1-1-1-1-1-1-1-1-1-1-1-1-1-1-
Government Recording and Transfer Charges		
County Documentary Transfer Tax Real Property Transfer Tax-County to Washoe County Recorder	266.50	
Payoff(s)		
Lender: Belvedere Debt Holdings, LLC		
Principal Balance to Belvedere Debt Holdings, LLC	57,849.29	<u></u>
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.

Case 16-51162-gwz Doc 52 Entered 10/17/16 16:42:21 Page 46 of 109

		` Se	ller
A Description	3	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: Brandle I	Martin
Enclose Officers pratique	A train Citt

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.

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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

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Secured Assets Belvedere Tower LLC, a Nevada				•
limited liability company By It's Manager:	; .			•
Ananda Advisors LLC, A California limited liability			•	
company, a Nevada Afficed liability company	:	•		
	.:		,	•
1 60		•		
		٠.		•
Ву:		•		
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	200			
Nevada limited liability company.				
बेर्न में प्रमुक्त रेन्ट्रिय में मार्ग के महर्म के किया है के किया है कि किया है कि किया है है है है कि किया ह				•
Notary Public		•		
	• •	•		
(My commission expires:)	•	•		
	. Sudanta i	rus Deim	nin Cala N	hatch hoc
This Notary Acknowledgement is attached to that	certain	Grant ⁱ parg	ant Date D	ccu uayou
09/14/2016 under Escrow No. 121-2510245		•		•

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

is attached, and not the truthfulness, accuracy, or validity of that document.	FORNIA ALL-PURPOSE CERTIFICATE OF CKNOWLEDGMENT
County of Marin	
on September 15, 2016 before me, Elena the personally appeared Michael Gregory Martel Jed Coop	Troyanous kaya, is insert name and little of the officer) Smirth and
who proved to me on the basis of satisfactory evidence to be the per- the within instrument and acknowledged to me that hashed/th authorized capacity(ies), and that by his/her/their signature(s) on the upon behalf of which the person(s) acted, executed the instrument.	ey executed the same in his/her/their
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.	ELENA TROYANOVSKAYA Commission # 2123071 Notary Public - California Marin County
WITNESS my hand and official seal.	My Comm. Expires Sep 9, 2019
Signature 6. Thos	
Signature	(Seal)
OPTIONAL INFORMATION Although the information in this section is not required by law, it could preven acknowledgment to an unauthorized document and may prove useful to per Description of Attached Document	nt fraudulent removal and reattachment of this sons relying on the attached document. Additional information
The preceding Certificate of Acknowledgment is attached to a document	Method of Signer Identification Proved to me on the basis of satisfactory evidence:
titled/for the purpose of,	l-O form(s) of Identification O credible witness(es) Notarial event is detailed in notary journal on: Page # Entry #
containing pages, and dated	
The signer(s) capacity or authority is/are as: Individual(s)	Notary contact: Other
Attorney-in-Fact Corporate Officer(s)	Additional Signer(s) Signer(s) Thumbprint(s)
☐ Guardian/Conservator ☐ Partner - Limited/General ☐ Trustee(s) ☐ Other:	
representing: Name(s) of Person(s) or Entity(les) Signer is Representing	

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

Settlement Location:

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

2043

5310 Kletzke Lane, Suite 100 • Reno, NV 89511-2043 Phone: (775)823-6200 Fax: (775)823-6250

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:

	Selle	er
Description	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	347.50	
Commission		<u> </u>
Real Estate Commission to Dickson Realty	4,770.00	
Real Estate Commission to Dickson Realty	4,770.00	Marin
Government Recording and Transfer Charges	·	
County Documentary Transfer Tax Real Property Transfer Tax-County to Washoe County Recorder	325.95	
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.

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				, Se	ller ()
	De	scription		Debit	Credit
Subtotals		:	d the department and an area and done and an area and area area.		
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

Seller(s):

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.

		•
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•		
	aske	aske

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

Authentisign ID: CACF4702-B538-405B-8932-D0B9D44F8DE0

REALION

EXCLUSIVE RIGHT TO SELL CONTRACT



	REALTOR
	The undersigned SELLER(s), Secured Assets Belvedere Tower, LLC
	2 and
	3 hereby irrevocably GRANT(s) Dickson Realty - Caughlin
	the Broker, the EXCLUSIVE AUTHORIZATION and RIGHT TO SELL the real property situated in or near the City of
	Reno County of Washoe , State of Nevada, described as
	5 450 N. Arlington Ave., #914 89503
	7 APN 007-465-27 , for a period commencing, september 8 2016 and
ç	s terminating midnight of <u>March</u> 8 2017.
_	
	TERMS OF SALE SELLER hereby employs Broker as exclusive agent to sell the described real property, fixtures and personal property. SELLER hereby grants Broker the exclusive right to sell the same for the price of
12	
13), on the following terms,
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	
18	The state of the s
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	
22	price under the following:
23	1. [GS /] SELLER(s) acknowledge(s) that from total commission, Listing Broker will offer \$ or
24	percent of selling price as compensation to Selling Broker.
25	
26	t i b bbbbbit, of through any office source,
27	
28	
29	
30	
31	
32 33	
34	
35	7 I The state of the period at
36	O D D D D D D D D D D D D D D D D D D D
	BROKER COOPERATION SELLER(s) understand(s) that Broker is a member of the Multiple Listing Service (MLS) and a
	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	
	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. 2. [GS /
51	
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.
Page	1 of 3 SELLER(s) GS / and Agent [mg] have read this page. ORSAR 01/16 ERTS 1/3
	This copyright protected form was produced using Instanet Solutions' Instanet Forms service.

Authentisign ID: CACF4702-B538-405B-8932-D0B9D44F8DE0

1 4	4.	SELLER agrees to	commit no a	ct which i	night tend i	to obstruct	the Br	oker's ne	erformance	herennder
-----	----	------------------	-------------	------------	--------------	-------------	--------	-----------	------------	-----------

- 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 SELLER agrees to deliver an escrow instruction, irrevocably assigning Broker's compensation in an amount equal to the 6. compensation provided above from SELLER's proceeds at close of sale
- tial
- sed ker

-		compensation provided above from deficient's proceeds at close of sale.
6		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	1	information with respect to the above described Seller's Real Property Disclosure Form. SELLER agrees to notify Broker
10	1	expeditiously of any changes affecting the marketing of the property.
11	9.	
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		[
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		
		OPERTY UNDER MANAGEMENT/LEASE
21		perty is is not under a Property Management Agreement.
22		perty \square is \square is not Tenant Occupied. If occupied, term of Lease:
23		
24	(Ma	ing agent shall contact (Property Manager) with
25	(ivia	nagement Company) at (Contact Number) to make arrangements for termination of
26	tena	nts lease and disposition of security deposit. Listing agent is aware that Property Manager has 30-days for reconciliation and
27	disbi	ursement of security deposits and property is subject to Tenant Rights and/or Property Management Agreement.
28	CIF1	LLER'S INSTRUCTIONS AND AUTHORIZATIONS
29	1.	SELLER authorizes Broker to place a "FOR SALE" sign upon the property.
30	2.	· · · · · · · · · · · · · · · · · · ·
31	3.	SELLER authorizes Broker to install an LOCKBOX upon the property.
32		The state of the s
	4.	SELLER authorizes Broker to obtain loan information from Loan #
33	_	and from Loan #
34	5.	brokery keyparate of the property have a contract to the property have a contract to the property in the prope
35	_	SELLER acknowledges Broker will not receive any additional compensation for providing such assistance.
36	6.	O T T T T T T T T T T T T T T T T T T T
37		Agreement must not exceed \$10,000 or require a building permit.
38	DV V	TOTAL OF O POPPER OF THE PROPERTY OF THE PROPE
		SENTATION OF OFFERS SELLER understands that Broker is obligated to present all offers until the close of escrow.
40	SEL	LER is advised to seek legal counsel prior to acceptance of a subsequent offer, unless the subsequent offer is contingent upon
	the to	ermination of an existing contract.
42		
		JAL HOUSING OPPORTUNITY This property is offered in compliance with federal, state and local antidiscrimination
	laws	•
45		
46	MU	FUAL AGREEMENTS If suit is brought to collect the compensation or if Broker successfully defends any action brought
		nst Broker by SELLER relating to this authorization or under any sales agreement relating to the property, SELLER agrees to
48	pay a	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
		urrently herewith a Listing Data Input Form and, unless certified in writing, grant(s) consent to inclusion of the information
		on into the Multiple Listing Service. Further, SELLER(s) consent(s) to dissemination of the information through the Multiple
		ng Service. The SELLER(s) acknowledge(s) and agrees that all photographs, images, graphics, video recordings, virtual
		, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable data and information
55	relati	ing to the property provided by the SELLER(s) to the Broker (the "Seller Listing Content"), or otherwise obtained or
56	produ	uced by the Broker in connection with this Agreement ("the Broker Listing Content"), and any changes to the Seller Listing
57	Conto	ent or the Broker Listing Content, may be filed with one or more multiple listing services, including in compilations of
58	listing	gs, and otherwise distributed, publicly displayed and reproduced. SELLER hereby grants to Broker a non-exclusive,
59	irrevo	ocable, worldwide, royalty free license to use, sublicense through multiple tiers, publish, display, and reproduce Seller

PRSAR 01/16 ERTS 2/3

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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

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Page 3 of 3

•	derivative wor	rks there	of, SELLER rep	resents and	warrants to Broker th	hat the Selle	r Listing Conte	nt, and the licens	e granted to
2	Broker for the	e Seller	Listing Content,	does not vic	olate or infringe upor	the rights,	including copyr	right rights, of an	y person or
6	entity. SELLE	ER ackno	wledges and agre	es that as t	etween SELLER and	Broker, all	Broker Listing	Content is owned	exclusively
5	by the Broker,	, and SEI	LLER has no righ	it, title or in	terest in or to any Bro	ker Listing (Content.		,
					that the Multiple I			ninate the Prope	rtu'e lietina
7	information to	Internet	sites as well as o	nline provid	lers and such sites are	onenerally a	vailable to the n	whlie Some of the	ena wahaitaa
,	may dienlay a	n Auton	nated Valuation	Model to es	timate the market val	og of the D	vanable to the p	ida a link ta tha	ese websites
) addition some	n Auton	accu valuation i	Comments	imate die market vai	ue of the Pr	roperty or prov	ide a link to the	estimate. In
	addition, some	: website	s may include a	Commentary	y/Review Section (or	blog) where	consumers may	y include commen	its about the
		ovide a i	ink to such comn	ients.					
11	[مم]								
12	GS /	1	Seller wishes th	e Broker to	submit the Property's	listing inform	mation for disse	mination to Intern	et sites
13	Seller ini	tial	with NO REST	RICTIONS.					
14								,	
15		OR-							
			int-out of any of i	he following	g by initialing the app	ranriata anaa	0/0/1		
17		.1gm 10 0							
	A	421	17 WE HAVE ELECT	SO NOT 10 0	lisplay the listed Prope	erty on AIN i	internet site.		*
18		uai							
19			I/We have elected	ed to WITH	HOLD the address of	the listing pr	roperty from dis	splay on ANY Inte	ernet site
20	Seller inii	tial							
21	/	l	I/We DO NOT	want an Aut	omated Valuation disp	olayed or linl	ked to the listed	Property (consum	ners may be
22	Seller init	tial	notified that this	feature was	disabled at the reque	st of the selle	er.)	• •	•
23	[/	1			mentary/Review Secti			e listed Property. (consumers
24		tial.			ture was disabled at the			moteur reperty. (,communicia
25			may or moment	char this loa	tare was disabled at a	ic request of	the series.		
		ndo ond	aalmawladaan the	t if antina c	uut of disulas, an ana. I			4	6 11 11
27	on the Internat	nus anu	acknowledges me	in opting o	out of display on any l	mernet site,	consumers who	conduct searches	for listings
20	A Gataine Cont	will liot	see information a	bout this Pr	operty in response to	their search.			
28	Any ruture Stat	ius Chan	ge Reports which	update, cor	rect, extend or in any	way change	the information	1 provided by the S	Seller's
29	(on the above-r	nentione	d Listing Data In	put Form, a	nd are executed by the	e Seller's), c	onstitute amend	ments not only to	that Listing
30	Data Input For	m but to	the terms of this	3 Contract a	s well. Thus, such pr	operly execu	ited Status Char	nge Reports may i	nclude, but
31	are not limited	to, ame	ndments to the S	ELLER's so	elling price of the sul	bject real pro	operty and exter	nsions of the dura	tion of this
32	Contract. Each	such Sta	itus Change Repo	rt shall be a	ttached to this Contra	ct and its ter	ms incorporated	I herein.	
33							<u></u>		
	PROFESSION	IAL CO	NSULTATION	ADVISOR	V A real estate Bro	nker ie anali:	fied to advise o	n real estate. The	norties are
					cluding but not limited	to engineer	ra curvavara a	n real colaic. The	CDAs are
36	other professio	mala ar	appropriate prote	including	but not limited to, 1	nest ten	is, suiveyois, a	ppiaisers, iawyers	, CPAs, or
27	transaction.	mais, on	specific topics,	mending	out not immied to, i	egai, iax, w	ater rights and	i otner consequen	ices of the
	transaction.								
38	0000 00 00	****							
	CODE OF ET		Not all real es	ate licensee	s are REALTOR(S)®.	A REALTO	OR® is a membe	r of the National A	Association
40	of REALTORS	and th	erefore subscribe	s to a highe	r ethical standard in t	he industry,	the REALTOR	© Code of Ethics.	To receive
	a copy of the R	EALTO	R® Code of Ethic	s, ask your	real estate professiona	il or the loca	1 Association of	REALTORS®.	
43									
44	If this property	is a Shor	rt Sale or become	s a Short Sa	ale, SELLER, is advis	ed to consul	t appropriate pro	ofessionals.	
45	_	Authentiss	3N						
46	SELLER	Creaa	Smith			Dated	09/07/2016		
47	Secu	red Ass	ets Belvedere 4:50 PM PDT	Tower, LL	C				
	SELLER	9/7/2016 3:5				Dated			
49						Dated			
	A dalanaa					Dil		**	
50	Audress				***************************************	Phone		Fax	*************************
51	a:								
52	City/State/Zip _			····		Email			
53									
54	Listing Office I)ickson	Realty - Cau	ghlin		Phone 77!	5-746-7000	Fax 775-746-	7010
55									
56	Address 1030	Caughl:	n Crossing			Email mi	ensen@dickso	nrealty.com	
57		- 100	,						
	City/State/Zip 1	Reno			NV 89519				
59		C Authent	lision	····					
	Licensee	ĺ			License # BS944	468	Dated	09/07/2016	
UV.				***	License # DO344	700	Dated	03/01/2010	
	Mandi	9/7/2016 .e Jens	3:55:45 (M446) en						985AR 01/16

los. Instanct

EXHIBIT D

EXCLUSIVE RIGHT TO SELL CONTRACT



REA	LIOR
	The undersigned SELLER(s), Secured Assets Belvedere Tower, LLC
2 8	
	hereby irrevocably GRANT(s)
5 <u>F</u>	County of Washoe , State of Nevada, described as
***	450 N. Arlington Ave. #505 APN 007-463-21 , for a period commencing. September 8 2016 and
9	
	FERMS OF SALE SELLER hereby employs Broker as exclusive agent to sell the described real property, fixtures and
11 p 12	personal property. SELLER hereby grants Broker the exclusive right to sell the same for the price of Dollars (\$ 130,000), on the following terms:
13 ~	j, on the following terms.
14	
15 o	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 p	our chase price and hold it in trust or place it in an escrow established for the sale of the subject property.
17 B	Broker accepts such employment and agrees to use diligence in procuring a BUYER for the property.
18	
19 C	COMPENSATION TO BROKER NOTICE: The amount or rate of real estate commission is not fixed by law. The
20 c	ommission is set by each Broker individually and may be negotiable between the SELLER and Broker.
	ELLER agrees to pay Broker as compensation for services rendered a fee of \$ or 6 percent of the selling
	rice under the following:
23 24	1. [SELLER(s) acknowledge(s) that from total commission, Listing Broker will offer \$ or
24 25	percent of selling price as compensation to Selling Broker.
	Or The property is sold, evolutioned, or otherwise transformed during the term beautiful by GDY LED and an all and a second control of the c
27	The property is sold, exchanged, or otherwise transferred during the term hereof, by SELLER, or through any other source, or
	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
	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
3	extension thereof. The notice shall contain the name of the prospective BUYER(s), date(s) of negotiation and a brief summary
4	of the negotiations. However, this provision shall not apply if, during the term of said protection period, a valid Exclusive
5	Authorization and Right to Sell agreement is entered into with another licensed real estate Broker.
6	
	ROKER COOPERATION SELLER(s) understand(s) that Broker is a member of the Multiple Listing Service (MLS) and a
8 m	nember of the local Association of REALTORS®, and that this listing will be filed with said service within two (2) business
9 da	ays, after signing. SELLER agrees that all members of the Multiple Listing Service (MLS), and other Brokers, may act in
0 as	sociation with Broker in procuring or attempting to procure a BUYER for the property. In the event a sale or exchange shall be
7 te	ade or a BUYER procured by a member of the Multiple Listing Service (MLS) or another Broker other than Listing Broker, the rms of this agreement shall apply to such transaction, although payment for fee or compensation made hereunder shall be made
2 tc.	SELLER only to Listing Broker. Broker is authorized to cooperate with other Brokers in the marketing and sale or exchange of
oy 4 th	e property. It is agreed that such Brokers may act as cooperating Brokers in procuring or attempting to procure a BUYER in
5 ac	excordance with this agreement. In the event of an exchange, Broker is hereby authorized to represent all parties and collect
6 co	ompensation from them, provided there is full disclosure to all principals.
7	· · · · · · · · · · · · · · · · · · ·
8 SI	ELLER'S OBLIGATIONS AND WARRANTIES
9 1	. SELLER agrees to make available to Broker and prospective Buyers all data, records and documents pertaining to the
0	property.
1 2	
2	expense, the common-interest community documents (Resale Package) as required by Nevada Revised Statutes (NRS).
3	SELLER to order resale package within 5 days of acceptance of the purchase agreement
43 5	, , , , and the property at
J	reasonable times and upon reasonable notice.
	©RSAR 01/16
ge I o	SELLER(s) [GS]/ and Agent [mg] have read this page. **RSAR 01/16** ERTS 1/3**
	Milder in a constant of the contract of the co

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Authentisign ID: CACF4702-B538-405B-8932-D0B9D44F8DE0

- 4. SELLER agrees to commit no act which might tend to obstruct the Broker's performance hereunder.
- 5. In the event of a sale, SELLER will promptly, upon Broker's request, deposit in escrow all instruments necessary to 2 3 complete the sale.
- 4 6. SELLER agrees to deliver an escrow instruction, irrevocably assigning Broker's compensation in an amount equal to the compensation provided above from SELLER's proceeds at close of sale
- ial
- sed cer

		compensation provided above from oblibility s proceeds at close of sale.
6		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		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		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.	[G /] I/we am not a foreign person.
14		[
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	PRO	DPERTY UNDER MANAGEMENT/LEASE
		erty 🗆 is 🛮 is not under a Property Management Agreement.
		erty \square is \square is not Tenant Occupied. If occupied, term of Lease:
24	/Ma	ng agent shall contact (Property Manager) with
25	(iviai	nagement Company) at (Contact Number) to make arrangements for termination of
	tenai	nts lease and disposition of security deposit. Listing agent is aware that Property Manager has 30-days for reconciliation and
26 27		rsement of security deposits and property is subject to Tenant Rights and/or Property Management Agreement.
28		LLER'S INSTRUCTIONS AND AUTHORIZATIONS
29		
		SELLER authorizes Broker to place a "FOR SALE" sign upon the property. SELLER authorizes Broker to install an LOCKBOX upon the property.
30		
31		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	***	
		SENTATION OF OFFERS SELLER understands that Broker is obligated to present all offers until the close of escrow.
40		LER is advised to seek legal counsel prior to acceptance of a subsequent offer, unless the subsequent offer is contingent upon
	the to	ermination of an existing contract.
42		
	_	AL HOUSING OPPORTUNITY This property is offered in compliance with federal, state and local antidiscrimination
	laws.	
45		
46	MU	TUAL AGREEMENTS If suit is brought to collect the compensation or if Broker successfully defends any action brought
47	again	st Broker by SELLER relating to this authorization or under any sales agreement relating to the property, SELLER agrees to
48	pay a	ll costs incurred by Broker in connection with such action, including a reasonable attorney's fee.
49	۲	
50		[GS] / SELLER(s): Execution of this form confirms that the undersigned SELLER(s) has (have) executed
51	concu	arrently herewith a Listing Data Input Form and, unless certified in writing, grant(s) consent to inclusion of the information
		on into the Multiple Listing Service. Further, SELLER(s) consent(s) to dissemination of the information through the Multiple
		ng Service. The SELLER(s) acknowledge(s) and agrees that all photographs, images, graphics, video recordings, virtual
		, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable data and information
55	relati	ng to the property provided by the SELLER(s) to the Broker (the "Seller Listing Content"), or otherwise obtained or
56	produ	nced by the Broker in connection with this Agreement ("the Broker Listing Content"), and any changes to the Seller Listing
		ent or the Broker Listing Content, may be filed with one or more multiple listing services, including in compilations of
		gs, and otherwise distributed, publicly displayed and reproduced. SELLER hereby grants to Broker a non-exclusive,
		ocable, worldwide, royalty free license to use, sublicense through multiple tiers, publish, display, and reproduce Seller
		ר די רידי לי יייי
Pan	e 2 of 3	SELLER(s) [GS J and Licensee(s) [mg] have read this page. errs 2/3
· agi	ل ال بما	SELLER(s) and Licensee(s) nave read this page.

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Page 3 of 3

2 3 4 5	,	at the Seller Listing Content, and the license granted to the rights, including copyright rights, of any person or Broker, all Broker Listing Content is owned exclusively ker Listing Content.
7	SELLER further understands and acknowledges that the Multiple L information to Internet sites as well as online providers and such sites are may display an Automated Valuation Model to estimate the market value.	generally available to the public. Some of these websites to the Property or provide a link to the estimate. In
9 10	(or continued to the co	olog) where consumers may include comments about the
11 12	1001	isting information for dissemination to Internet sites
13	Seller initial with NO RESTRICTIONS.	morning for elastimation to internet sites
14 15		
	Seller has the right to opt-out of any of the following by initialing the appropriate the seller has the right to opt-out of any of the following by initialing the approximation of the following by the followin	
17 18		rty on ANY Internet site.
19 20	Annual Control of the	he listing property from display on ANY Internet site
21 22	[/] I/We DO NOT want an Automated Valuation displ	layed or linked to the listed Property (consumers may be
23	•	or the seller.) on displayed or linked to the listed Property. (consumers
24	Seller initial may be notified that this feature was disabled at the	
25 26	Seller understands and acknowledges that if opting out of display on any Ir	sternet site, consumers who conduct searches for listings
27	on the Internet will not see information about this Property in response to the	heir search.
28	Any future Status Change Reports which update, correct, extend or in any	way change the information provided by the Seller's
29 30	(on the above-mentioned Listing Data Input Form, and are executed by the Data Input Form but to the terms of this Contract as well. Thus, such pro	Seller's), constitute amendments not only to that Listing
31	are not limited to, amendments to the SELLER's selling price of the subj	iect real property and extensions of the duration of this
32	Contract. Each such Status Change Report shall be attached to this Contract	t and its terms incorporated herein
33	b and a sum of the contract of the contract	t and no torms most portion notion.
	PROFESSIONAL CONSULTATION ADVISORY A real estate Broi	ker 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
	other professionals, on specific topics, including but not limited to, le	gal, tax, water rights and other consequences of the
	transaction.	
38	CODE OF ETHICS	A DEAL TODA's and I control to
	CODE OF ETHICS Not all real estate licensees are REALTOR(S) [®] . of REALTORS [®] and therefore subscribes to a higher ethical standard in the	A REALTOR® is a member of the National Association
42	a copy of the REALTOR® Code of Ethics, ask your real estate professional	or the local Association of PEALTOPS®
43	a copy of the restrict on code of states, ask your real estate professional	of the local Association of REALTONS.
	If this property is a Short Sale or becomes a Short Sale, SELLER, is advise	ed to consult appropriate professionals.
45	— Authentision	I k I k I k I k I k I k I k I k I k I k
46	SELLER Gregg Smith	Dated09/07/2016
47	Secured Assets Belvedere Tower, LLC 97/2016 3:54:50 PM PDT	
48 49	SELLER	Dated
50	Address	Phone Fax
51 52	City/State/Zip	Email
53	•	·
55 55	Listing Office Dickson Realty - Caughlin	Phone 775-746-7000 Fax 775-746-7010
56 57	Address 1030 Caughlin Crossing	Email mjensen@dicksonrealty.com
58	City/State/Zip Reno NV 89519	
59	Authentision	
60	Licensee Mandie Jensen License # BS9444	.68 Dated 09/07/2016
	9/7/2016 3:55:4多 (編章Byc) Mandie Jensen	©RSAR 01/16

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ERTS 3/3

EXHIBIT E



RESIDENTIAL OFFER AND ACCEPTANCE AGREEMENT



	RECEIVED FROM 300 Maray	
1	Description designated as hitter, the entering set both before as LARNEST MOSTLY DEPOSIT on RC PRICE OF S 85, 605, 60	ikan partik in in incidasi. India arsi,
*	for the trad property usuated in the CK by OK Obstocorporated Area of 1494 Country of 1	MARKET THE RESERVE THE PROPERTY OF THE PROPERT
Ó	State of Nevada, commandy described to 150. If Action 160.	The state of the s
1	APN 20114001 (kg) decription in the repolity in eacher)	
H	BUYER Olders. O does not insend to occupy the property as a residence	
\$() • •	EMBREST MONEY DEPOSIT Daylescoping Clobers, or Clober	
	purable to	
	then deposited within tex (1) horizon day of acceptance with	
À	Authorized excess bedder as the acknowled THEFTER CRITICIA.	
	HII I I I I I I I I I I I I I I I I I I	
i Ti	DALANCE OF CASH MOWN PAYMENT (sea osciology closing court) Source of down payment	ng paga nakan sanah makan sang sang sang sang sang sang sang sa
l &	CASH FURCHASE. HUYER is provide evidence, smallering to SELLER, of softicised cash avadable swithin 2 days of written acceptance.	e complete dus purchase
11	NEW FIRST LOAN PROCEEDS: Of newsperioral CIPIA, CIVA, Orients, CIPINAIR	1 9,00
	CIP (ned Rule for) years. Interest see to entered %. CIASportable Base for years. Indust learnest ness to entered % reactions a difference and ness to	
	Chief & A. Name of the Control of th	
	NEW SECOND LOAN PROCEEDS: OCORGEROMAL OF HA, OVA, ORDER OFFICES	A PARAMETER STATE OF THE STATE
(*) 5 %	Officed Rate for years favored and to exceed%	
	OAdjustable Rate for years Institut leavest not to exceed # maximum literate rate not to	
20	Chief	
	Payment skall include: Ulascrest only OR Ultracipal and learnest Taxon and Insurance shall be improveded monthly by leader or paid decody by MCVFR	
"; 12		
, a	BUYER to lock loan terms within days of acceptance of BUYER agrees to psy prevailing rates. BUYER to pay discount prime not to exceed S. SELLER to pay discount points not to exceed	id.
		eres a
7.	Any reduction is discours pones as closing to be allowated proportionality.	
, P.O.	Loan origination for not to exceed S past by UNIVER, USELLER.	
	SELLER ogrees to pay up to S to face which cannot be paid by the BCVLR pursuant to File	FOR 3 to 16 Linesco
	All remaining two fees that he pold as required by law, ordinate antice regulation	
	PMI, MIP, VA finding fee, if any, to be Upast in each. Ufseascol, Upaid mostly	
44)		
5	OTHER (Specify in Additional Terms and Conditions of Financing Additional).	STATE OF THE PROPERTY OF THE
43	Annual Control Control	
	TOTAL PURCHASE PRICE in the same of (not reclading closing count):	\$ \$2,400.40
14		
	LOAN APPROVAL. Within live (5) dury of receptance, BUYUR agrees to (1) submit completed from	
M.	electromerouses, to a leaster of IdDYDR's choice, (2) and coice ordering of the appropriat, and (3) familia	e a ban-shibinasy pinci pi
17	SILLER based upon a sundard factors credit report and review of debt in income trains. This offer is co	odovard spea hijitiki
łÀ	ability to deliver to SELLER a letter of lossy approval which includes income verification and verification	d medable fands, eubject
Ų	to acceptable approval and leader review of preliminary reposi from title computer, watch	s of acceptance BUYER
	consequence to the legisler's release of been starge and conditions of approval to the SELLER and Historic. If	
H	any of these conditions, MILLER reserves the right to terminate this Agreement and both paster agree	to concel the excess on
	resum carried money depose to BUYER less capeners whereof by BUYER.	
	Barton de la Carlo de la C	

Protected forest produced using last their february forest forest envice.

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

RESIDENTIAL OFFER AND ACCEPTANCE AGREEMENT



	RECEIVED FROM Joe Nazar Kathryn	Nazar	
2 3 4	hereinafter designated as BUYER, the amount set forth below as EARNEST MO PRICE OF \$ 85,000.00 (Eighty-Five Thousand for the real property situated in the City OR Cunincorporated Area of Reno	NEY DEPOSIT on account	of the PURCHASE DOLLARS),
5	for the real property situated in the City OR Unincorporated Area of Reno	, County of <u>wash</u> c	е ,
0	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 Cother		\$1,000.00
11	payable to, held uncashed then deposited within one (1) business day of acceptance with	ed until acceptance and	· ••••••••••••••••••••••••••••••••••••
12	then deposited within one (1) business day of acceptance with		
13	Authorized escrow holder to be selected by DBUYER DSELLER.		
14			
15	BALANCE OF CASH DOWN PAYMENT (not including closing costs)		\$
16	Source of down payment		Φ
17	outlood of down payment	•	
	CASH PURCHASE BUYER to provide evidence, satisfactory to SELLER, of st		
10	within 7 days of written acceptance.	unicient cash available to co	mpiete this purchase
20			
		•	^
21	NEW FIRST LOAN PROCEEDS: □Conventional, □FHA, □VA, □Rural, □Pi	rivate	\$ <u>0.00</u>
22	Fixed Rate foryears. Interest not to exceed%.		
23	□Adjustable Rate for	n lifetime rate not to	
	exceed%.		
25	NEW SECOND LOAN PROCEEDS: □Conventional, □FHA, □VA, □Rural, □	3Private	\$
26	□Fixed Rate for years. Interest not to exceed%.		
27	□Adjustable Rate for years. Initial Interest not to exceed % maximum	n 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 BU	YER.	
32			
33	BUYER to lock loan terms within days of acceptance or BUYER agrees to p	ay prevailing rates.	
34	BUYER to pay discount points not to exceed%. SELLER to pay discount po	ints not to exceed %	
35	Any reduction in discount points at closing to be allocated proportionately.	// // // // // // // // // // // // //	
36	Loan origination fee not to exceed% paid by \(\sigma\) BUYER, \(\sigma\) SELLER.		
37	SELLER agrees to pay up to \$ in fees which cannot be paid by the B	HVED purguent to EHA or V	7 A manufaction
38	All remaining loan fees shall be paid as required by law, ordinance and/or regulation	OTER pursuant to PHA OF	A regulation.
39	PMI, MIP, VA funding fee, if any, to be \(\sigma\) paid in cash, \(\sigma\) financed, \(\sigma\) paid monthly	e Int	
40	This, thir, the tanding ice, it any, to be apaid in easi, almaned, apaid monain	у.	
	OTHER (Specify in Additional Terms and Conditions or Financing Addendum):		0
12	OTHER (specify in Additional Terms and Conditions of Financing Addendum);		\$
	TOTAL DUDOUAGE DDICE in the same of feat installed a late of the l		
14	TOTAL PURCHASE PRICE in the sum of (not including closing costs):		\$ 85,000.00
	TOTAL ADDDONAL WHILE OF AN A CONTRACTOR		
	LOAN APPROVAL Within five (5) days of acceptance, BUYER agrees to (1)	submit completed loan appli	cation, including all
10	documentation, to a lender of BUYER's choice, (2) authorize ordering of the app	oraisal; and (3) furnish a pr	e-approval letter to
17	SELLER based upon a standard factual credit report and review of debt to income a	ratios. This offer is condition	ned upon BUYER's
18	ability to deliver to SELLER a letter of loan approval which includes income verific	ation and verification of avai	lable funds, subject
19	to acceptable appraisal and lender review of preliminary report from title company	y, within days of a	cceptance, BUYER
50	consents to the lender's release of loan status and conditions of approval to the SEL	LER and Brokers. If BUYE	ER fails to complete
51	any of these conditions, SELLER reserves the right to terminate this Agreement a	nd both parties agree to car	icel the escrow and
52	return earnest money deposit to BUYER less expenses incurred by BUYER.	•	

Address 450 N Arlington 914 89503 Buyer _____/ ___ and Seller _____/ ____ have read this page.

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	SALE OF COURS PROPERTY— HETER materialists for our site following.
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1	1 TO CONTROL OF THE PERSON OF
	5085 KHP KK 26588 &
*	The state of the s
16	
9.3	
	such inspections and all addressed consequences, within the of acorpuser BUTER authorities SELLER or - Shill R's April to obtain matches on the BUTER or -
14	Shiller's Agent to obtain up-takes on the HETER's Income or traces.
9	
10	2. A currency heard OR O will be heard wisher. Again to the MES System by a REAL FOR*, SELLER wheel heart the
	light to common to edies this property for take and nevers wroten backup often sudy, subject to the HUVER's rights under the day Aprentical II the HUVER's rights under
98	to those on of before the common strategical cities are a day and go the recent scheduled
10	等数据数据数据数据数据数据数据数据数据数据数据数据数据数据数据数据数据数据数据
30	Corner, including her are broken to Assess to the contract of
42	days of successive. Buyer authorizes SELLER's SELLER's Agent to chain update on the BUYER's latting or energy
24	CLOSING Close of excess to be writing, close of excess due that not charge from the estimath extend over charge that the temperature agreed upon to
24	withing, close of excess day that not classic from the estimated excess closing disc. Both parties that depoint with the
26	and the second of the second o
2)	DEFINITIONS HEVELS SEALED
14	specified HUSINIAN DAY is a day other than a Nasartay or Youday or a day on whale barks in Newsday was submitted by the booking of Nasartay or Youday or a day on whale barks in Newsday or submitted by the booking a Newsday or submitted by required
4	by law to close. ACCEPTANCE (DATE OF ACCEPTANCE) or verify or a day on which has Agreement are automated as required and help contend and delivered. DELIVENCE HAS APPLICATED by the contend and delivered. DELIVENCE HAS APPLICATED by the contend and delivered. DELIVENCE HAS APPLICATED by the contend and delivered.
	are hely executed and defenced. DELIVERY or HECKEP shall be an personal delivery to Billier, Shillier, or as their content of the authorized representation, bearing the facilities of the personal delivery to Billier, Shillier, or as their respective.
43	authorized representative, transcended by faccinear machine, could be considered until in the cross of fac manuscritics, defining that
ij.	be demand to have occurred at the time mond on the confinancion short generated by the sender's fact, in the creat of the use of mail. Melivery and manys shall be desired to have expected these (5) days to be sender's fact, in the creat of the use of mail.
14	delivery and marrie shall be decreased to have decreased those (5) days influence the description for its the event of the use of mail conclude constantly the delivered especial is the event of 11 for Theorem 12 to 12 for the experiment on the
33	emotions consuming the delivered associat. In the exert of LLECTRONIC DELECTRON delivery and receipt shall be deemed to have excused as set forth in NRX 719 (20)
324	機能能够發展的表現的學術。
11	COUNTERPARTS AND SIGNATURES. The BUYER and STILLER acknowledge and agree a) this Agreement may be careered as counterparts, each of which shall be decised as counted and all of which
25.	in material countempories, each of which shall be decised as comprod and all of which convergence shall necessary be executed asset as indicators; but by a gaster that the decision is indicators; but by a gaster below, the HUYIH and MILLER action to constant and appropriate topology shall present and the
80	terms inclinances; to by againg below, the HUVIR and MALLIK agree to constant the measurement by electronic theorem, and the elements transmitted by electronic theorem, and that
43	significant transaction of by the transaction of th
42	by electronic electrony shall be accepted as original tegratures, and such togethers are a backet as a new appearance.
43	VESTED TITLE. Take shall test as desegnated in University Interchees.
44	
43	APPHAISAL IILYEN Endial Required
44)	Included Walked
2 h	Approved for to be point by CHUYER CHILLIER II is expressly agreed.
4	excentionables any other provinces of this contract, the HUYER shall not be obligated to complete the purchase of the property or other postable by forference of the property or
6.22	
۹۱.	the amount specifics in the previous paste. The HUTTR shall, however, have the species of property femiliating change countries that the constraint is the special archive report to the success of the appeared valuation.
	ALLEGATION AND ACCURATE AND ACC

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Partie de Partie de Jeanne

1	SALE OF OTHER PROPERTY BUYER must check one of the following:
2	20 A. This Agreement is not contingent upon conveyance of BUYER's property.
	OR
4	☐ B. This Agreement is contingent upon conveyance of BUYER's property described as:
5	which is
6	1. In escrow \square with a non-contingent on the sale of another property offer OR \square with a contingent offer scheduled to close
7	
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 BILYER and SELLER otherwise
19	to close on or before, this Agreement will terminate unless the BUYER and SELLER otherwise 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 writing, close of escrow date shall not change from the originally agreed upon closing date. Both parties shall deposit with the
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	to complete the transaction in accordance with the terms nevent.
27	DEFINITIONS BROKER includes cooperating Brokers and all Licensees. DAYS means calendar days unless otherwise
	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.
12	The second secon
13	VESTED TITLE Title shall vest as designated in Escrow Instructions.
14	
15	APPRAISAL BUYER Initial Required
16	Included Waived
17	[/] [/] Appraisal fee to be paid by DBUYER DSELLER. It is expressly agreed,
18	notwithstanding any other provisions of this contract, the BUYER shall not be obligated to complete the purchase of the property or
19	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.

1	EXAMINATION OF TITLE. In addition to any reduced converse referred to become in TER data take rate on the property surprised to become in TER data take rate on the property surprised to become in TER data and the reduced of the second of th
3	exceed if any, which do not moverally affect the value of escended may of the property. William two (1) husiness days in
4	exceptance, STILLER thail order a performan, report from a talk coverpany and UCAR of apple that, for the property. Within the
	the days how little to the presentates trained of the presentation and CCARL all exceptions will be decided approved unless within
ņ	Office the deferred to SULLER's licence within the Childry period. Should in TER object to any exceptions. SULLER sha
•	use discour to remove those exceptions before those excepts. If these exceptions cannot be removed before close of except
e iii	BUYER may elect to parchase, subject to the coloring exceptions of HUYER may river to terrainne all rights and obligation
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	TITLE AND CLOSING COSTS
	CHRIVER WALLER shall pay for a Chardana owner's policy of life marraise
1	SIMIVER MALLIE shall pay for a (Sandard) breiter's policy of tele immerce.
16	EUTIR is aware additional coverage policies are available. All cours associated was additional coverage policies to be paid for by
17	THE VER. INSTITUTE CLASS.
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10	OMISSIONS FROM ESCROW INSTRUCTIONS - The annu-log from escript instructions of any provinces herein shall not
11	Perchabit any party from endouring this permittee. All representations and marriages while marriage the conceptance of the property.
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å#	rendle, or considerations tending libers have colds shall be crosted to bill TIR a close of earns.
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7.4	REASSESSMENT OF PROPERTY TAX - The BUYER is advised the property may be transcased upon change of experishin
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1 [HOME WARRANTY CONTRACT
74 14	BUYER Initial Required
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36	6 DULYER ASSELLER End paid
17	the by ODUYER, ESLETER, Clother Contract thall become effective at close of escreen for and less than one year, at a pone NOI to exceed S The limit warranty The limit is a pone of the point of the pone of th
7 7	the state of the s
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40)	됐었다. 등은 아무슨 소프는 그는 그는 그 일반 전문 이번 중에 모르고 살아는 그는 그들은 이번 하면 보이다. 그는 이는 그는 것은 사람이 되었다면 하셨다면서 사람들은 사람이 이 사람들은 개발하였다면서
41	SELLER'S REAL PROPERTY DISCLOSURE FORM The SELLER will provide BUYER at time of written acceptance as
*	completed Seller's Real Property Dischouser Form which, by this reference, that he incorporated and the Agreement BUYER of the property of the State of the Section of the State of the Sta
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**	DISCLAIMER: HUVER enderstands that the above Seller's Brod Property Disclassic Form is for disclosure purposes and it and
***	a substitute for property asspections by expect tachading, but not liquided by engagers, prologists, architects, general construction,
44	specially commences such as moding contractors and pest contract operators. IMPTR is urged to actual such expense that are believed
10	appropriate. IN YER sockers and acknowledges the finders in the transaction cancer warrant the condition of the property or gottledges all defects have been checkness to SULLED Back property or
	graticates all delects have been declared by SELLER. Both parties acknowledge Brokers will not be investigating the union of property of persons of property lines, and to code compliance.
31	Lamand manners and largestic times, unit to time to the transfer of the same o
	ITEMS NOT ADDRESSED - bosses of a process cross-course of community and a second secon
11	ITEMS NOT ADDRESSED become of a general incommence or commence which do not manufally affect value or use of the subject property, which extend at the time of accordance and which the commence of manufally affect value or use of
44	the subject property, which extend at the time of exceptance and which are not expressly addressed in this Agreement are decired accepted by the HUYER.
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2 3 4 5 6 7 8 9	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 ②SELLER 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, MSELLER, □other
18	Escrow Fee to be paid by BUYER, DSELLER, Masplit equally.
19	Transfer Tax(es) to be paid by BUYER, MSELLER, Dother
20	All remaining closing costs shall be paid in customary manner as required by law, ordinance and/or regulation.
21	OMISSIONS FROM ESCROW INSTRUCTIONS The omission from escrow instructions of any provision herein shall not
	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.
24	provided any party from emoting that provision. An representations and warrances snan survive the conveyance of the property.
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	
	REASSESSMENT OF PROPERTY TAX The BUYER is advised the property may be reassessed upon change of ownership
31	which may result in a tax increase or decrease.
-	HOME WARRANTY CONTRACT
33	BUYER Initial Required
34	Included Waived
35	[/] [/] A home warranty contract, shall be selected by DBUYER, MSELLER and paid
37	for by DBUYER, DSELLER, Dother The home warranty 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
59 10	particular program.
	SELLER'S REAL PROPERTY DISCLOSURE FORM The SELLER will provide BUYER at time of written acceptance a
12	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
13	shall return an acknowledged copy to SELLER or terminate this Agreement in writing within four (4) business days of receipt.
14	to 5222558 of technical and regreenent in writing within tout (4) business days of receipt.
15	DISCLAIMER: BUYER understands that the above Seller's Real Property Disclosure Form is for disclosure purposes and is not
16	a substitute for property inspections by experts including, but not limited to, engineers, geologists, architects, general contractors.
17	specialty contractors such as roofing contractors and pest control operators. BUYER is urged to retain such experts that are believed
8	appropriate. BUYER understands and acknowledges the Brokers in the transaction cannot warrant the condition of the property or
9	guarantee all defects have been disclosed by SELLER. Both parties acknowledge Brokers will not be investigating the status of
50 51	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
	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
4	accepted by the BUYER.

I INSPECTIONS Assertance of this offer in a material impections, and select qualified produ	existe the feet to the	es last man 4	erannak negêr Germanak dan Sa	TREATER SON CONTRACTOR	ika as import the project gredant buikking engente
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Party and processed from the processed with the statement following forms from the following from the following forms and the following follows for the following follows follows for the following follows follows

Page 4 of 9

23 44 55 66 77 8 9 10 11 12 13 14 15 16 17 18 19 20	All inspections shall be completed and copies of expense to either party What within 7 days of the date of acceptar days of the BUYER's received within the time frame specified above, BUYER shall approval of the inspections without requiring B. approval of the inspections with Notice of respond in writing within five (5) days of days of the complete of the complete of the complete of the specific of the complete of the comple	enals including the proportion of waived in ditional inspections; OR pt of SELLI all deliver to any repair of Required elivery; OR explanations, that inspectionably identified the proportion of the proportion o	ng, but not liberty. In the list belections neces ons shall be ER's written o SELLER in rs; OR Repairs or a how the cor ction is deen fied had it be	mited to, lice ow. The following to satis provided to acceptance of writing one an Addendu addition(s) revised waived a seen conductionable conditionable conditionable conditions.	lowing is not a compr fy the BUYER under " b both BUYER and SI of Lien Holder(s) Short e of the following: m listing all required wealed by any inspection and SELLER is release ted, except as otherwitions revealed by the in	rehensive list of possible OTHER." ELLER at no additional Sale approval repairs. SELLER shall on report materially and/ed from liability for the ise provided by law. If inspection(s), BUYER is
22	J. K. LAN.					
23	INSPECTIONS	Included	Waived	N/A	Paid 1	Rv
	PEST INSPECTION		20		□ BUYER	☐ SELLER
25	HOME INSPECTION		80	ā	□ BUYER	□ SELLER
	HEATING SYSTEM INSPECTION	ō	2 C1	ā	□ BUYER	□ SELLER
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	WELL QUALITY	- 0	.		□ BUYER	□ SELLER
	WELL QUANTITY			20	□ BUYER	□ SELLER
		<u> </u>		20	□ BUYER	☐ SELLER
	SEPTIC PUMPING			20	☐ BUYER	☐ SELLER
	SEPTIC INSPECTION			20	□ BUYER	□ SELLER
	SEPTIC LID LOCATION/REMOVAL	. 🔾		20 0	BUYER	□ SELLER
	FIREPLACE INSPECTION			80	BUYER	□ SELLER
	WOODBURNING DEVICE INSPECTION			8 0	☐ BUYER	□ SELLER
36	(In the event device does not meet all applicable of	codes and/or	r laws, the co	st of its rem	oval shall be the respo	nsibility of the
37	SELLER. Stovepipe to be capped off at ceiling of	r fireplace to	be restored	to working	order at SELLER's ex	pense.)
38	OIL TANK TEST Type			80	□ BUYER	SELLER
39	(If oil tank needs to be filled to perform test, BU	YER 🗖 will	. □ will not	reimburse S	ELLER.)	
40	OTHER				□ BUYER	□ SELLER
41	OTHER				☐ BUYER	□ SELLER
42	OTHER				□ BUYER	□ SELLER
43		-			- DO LER	- ODLADIA
44	[] (Buyer Initials) BUYER	affirms the	ahaya salac	tione		
45		artii ing tiic	abore selec	tions.		
	SELLER agrees to provide reasonable access to	the propert	v to DIIVEI) 00 111011	na inanantara mananan	time DIIVED for both
47	inspections and re-inspections as provided in this	A argoment	y to build	x, as well a	as inspectors represent	fing BUYER, for both
48	SELLED agrees to have all utilities in coming the d	Agreement	and to repre	escinatives (or lending institutions	for appraisal purposes.
49	SELLER agrees to have all utilities in service the d	ay or inspec	tion and until	close of esc	crow.	
	REPAIRS SELLER agrees to pay for and comp			2107		
		lete repairs	ın an amount	NOT to exc	eed \$	for all repair
21	conditions indicated on Appraisal Report; System	and Mainter	nance; Inspec	tions, Final	Walkthrough; and/or	any defect identified in
52	the Seller's Real Property Disclosure Form or di	scovered by	SELLER bu	t not disclos	sed in the Seller's Real	l Property Disclosure
53	Form or which has been discovered to be mater	ially worse	than was in	dicated. A	copy of repair invoice	s shall be delivered to
J4	BUYER prior to close of escrow. The Brokers he	erem have n	io responsibi	lity to assist	t in the payment of an	ly repair, correction or
22	deferred maintenance on the subject property whic	n may have	been reveale	ed by the ab	ove inspections, agree	d upon by the BUYER
30	and SELLER or requested by one party.					

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

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Case 16-51162-gwz Doc 52 Entered 10/17/16 16:42:21 Page 71 of 109 Authentisign ID: 2804B860-F345-4D1B-BCD6-A2C89D650B60 11 I HEIMPTOTOMS of the post to CIVITYER CISCILLE SHALL WHITE THE I agreed upon repairs complete in later than dur free to Class of Factors and MINTH that have the right to be district. 3 5 FINAL WALKTHROUGH BUYER shall have the right to a load walkeneagh pass to close of exercis to ensure complising 6 with the terms of this Azercount 8 CONDITIONS SATISFIED OR WAIVED IN WRITING Each conduces, coesing our, approval and disapproval shall be I satisfied according to an terms unders maked as writing by the beneficious gusty making the time from specified, or an expression in 10 writing a agreed to by the parties. Linch party shall diligerally pursue the completion of this teneraction. 12 PHYSICAL POSSESSION Physical prosession of the property, with keys to all property locks, community mailten keys, 13 shatms, and gatage door operation, if applicable, shall be dedivered to HUYER 20 upon exceedation of the deed, OR II Short Term 14 Occupancy Agreement, OR CI by Residential Leave Restal Agreement. to DESTRUCTION OF IMPROVEMENTS. If the improvements of the property are destroyed, materially damaged, or found to be 17 materially defective price to close of excess. IR/YER may reminest the Agreement by wissen oxice delivered to SELLER's 18 Broker, and carried money deposit shall be returned to BEFFER. All bean permanently atteched to the property as of the date including, has not limited to, light finances, anathod 21 filter converge, central vaccoun and related equipment, draperies, blinds and shades including window hardware, door and wandow 22 science(s), storm tash, combination doors, awnings, TV antennate), saucline dish, burglar, for and emote alarms, built in posts and 23 spus with related equipment, solar systems), conforming woodstones, excreom system, water softener system, anached furginer 24 screens), charge garage door opener(i) with control(i), sendow places and trees, (other than to invisible contribute). OTHER 14, 27 are helicated in the parchase passe, face of home, EXCLL DING by Racingtons WI 31 PERSONAL PROPERTY The fedienting personal property, on the principes when inspected by BUYER, it included in the At purchase price and shall be transferred to BUYLR free of been at close of excapa with no warranty applied as to the condition of any 1) Friend properly after these of extress #/A LA. 37. BONDS AND ASSESSMENTS (Other than Communitativest Communities)— Is the event there is a bond or assessment which has a principal balance or requires sentenced in full prior to class of excess, the local or assertment shall be Opaid by SELLER. W Owned by BIYI'R, John 41 OIL AND PROPARE. It applicable, any oil or propose existing it hear of written acceptance, altering for narrad use up to close 42 of excess, will be O purchased by BUYER. I excluded in the purchase pairs. If he is purchased by MIYER, SELLER to contact 45 feet company to encount express fuel too later than live (3) days point to chose of excitors. Feel conductorised to be submitted to page 46 SYSTEMS AND MAINTENANCE. Used possession is delicated, SELLER shall maintain the property in its enterty including. 47 but not bended to, all custing interests, lands sping, present, appliances and systems. SELLER agrees to deliver the property in a 48 seast and closic condition, and remove all delute and present belongings. The fedbraing mass are specifically excluded from the

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Case 16-51162-gwz Doc 52 Entered 10/17/16 16:42:21 Page 72 of 109

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Page 5 of 9

1	Included Waived
2 3 4	greed upon repairs completed no later than days prior to Close of Escrow and BUYER shall have the right to re-inspect.
	TNAL WALKTHROUGH BUYER shall have the right to a final walkthrough prior to close of escrow to ensure compliance with the terms of this Agreement.
9	CONDITIONS SATISFIED OR WAIVED IN WRITING Each condition, contingency, approval and disapproval shall be atisfied according to its terms unless waived in writing by the beneficiating party within the time limits specified, or an extension in triting is agreed to by the parties. Each party shall diligently pursue the completion of this transaction.
12 13	HYSICAL POSSESSION Physical possession of the property, with keys to all property locks, community mailbox keys, larms, and garage door opener(s), if applicable, shall be delivered to BUYER 20 upon recordation of the deed; OR \square Short Term occupancy Agreement; OR \square by Residential Lease/Rental Agreement.
16 17	DESTRUCTION OF IMPROVEMENTS If the improvements of the property are destroyed, materially damaged, or found to be naterially defective prior to close of escrow, BUYER may terminate the Agreement by written notice delivered to SELLER's roker, and earnest money deposit shall be returned to BUYER.
20 21 22 23	All items permanently attached to the property as of this date including, but not limited to, light fixtures, attached our coverings, central vacuum and related equipment, draperies, blinds and shades including window hardware, door and window creen(s), storm sash, combination doors, awnings, TV antenna(s), satellite dish, burglar, fire and smoke alarms, built-in pools and bas with related equipment, solar system(s), conforming woodstoves, intercom system, water softener system, attached fireplace creen(s), electric garage door opener(s) with control(s), outdoor plants and trees, (other than in movable containers), OTHER
27	re included in the purchase price, free of liens, EXCLUDING NO Exclusions
27 28	re included in the purchase price, free of liens, EXCLUDING No Exclusions
27 28 29 30 31 32	ERSONAL PROPERTY The following personal property, on the premises when inspected by BUYER, is included in the archase price and shall be transferred to BUYER free of liens at close of escrow with no warranty implied as to the condition of any ersonal property after close of escrow: N/A
27 28 29 30 31 32 33 34 35 36 37 38 39	ERSONAL PROPERTY The following personal property, on the premises when inspected by BUYER, is included in the archase price and shall be transferred to BUYER free of liens at close of escrow with no warranty implied as to the condition of any ersonal property after close of escrow: N/A
27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43	ERSONAL PROPERTY The following personal property, on the premises when inspected by BUYER, is included in the urchase price and shall be transferred to BUYER free of liens at close of escrow with no warranty implied as to the condition of any ersonal property after close of escrow: N/A ONDS AND ASSESSMENTS (Other than Common-Interest Communities) In the event there is a bond or assessment which is a principal balance or requires settlement in full prior to close of escrow, the bond or assessment shall be appaid by SELLER,
27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47	ERSONAL PROPERTY The following personal property, on the premises when inspected by BUYER, is included in the archase price and shall be transferred to BUYER free of liens at close of escrow with no warranty implied as to the condition of any ersonal property after close of escrow: N/A ONDS AND ASSESSMENTS (Other than Common-Interest Communities) In the event there is a bond or assessment which is a principal balance or requires settlement in full prior to close of escrow, the bond or assessment shall be 20 paid by SELLER, lassumed by BUYER, \(\supercolon \text{other}\) In the event there is a bond or assessment which is a principal balance or requires settlement in full prior to close of escrow, the bond or assessment shall be 20 paid by SELLER, lassumed by BUYER, \(\supercolon \text{other}\) In the event there is a bond or assessment which is a principal balance or requires settlement in full prior to close of escrow, the bond or assessment shall be 20 paid by SELLER, lassumed by BUYER, \(\supercolon \text{other}\) In the event there is a bond or assessment which is a principal balance or requires settlement in full prior to close of escrow, the bond or assessment shall be 20 paid by SELLER, lassumed by BUYER, \(\supercolon \text{other}\) In the event there is a bond or assessment which is a principal balance or requires settlement in full prior to close of escrow, the bond or assessment shall be 20 paid by SELLER, lassumed by BUYER, \(\supercolon \text{other}\) In the event there is a bond or assessment which is a principal balance or requires settlement in full prior to close of escrow, the bond or assessment which is a principal balance or requires settlement in full prior to close of escrow.

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

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LYBRIFICATION OF INFORMATION Any influences relating to require favinge, lazely it than, and in improvements of the I had see approximate or extremes ordy, and writer the MILLII and the Boulers appoint make any representation of guarantee 3 regarding the accuracy. Any real or without representations by SELLLE or Healers regarding age of improvements, sinc, and square I house of parcel or building, or location of property loses, may not be accurate. Apparent boundary line indicators such as forces, Shodges, walls, or other barriers may not represent the true boundary lines. Broken are not obliqued to incestigate the attain of d permits, runing, or code completes o. BUYER to cample any conscient with conditions that are no important or critical element of the I purchase decision. IMIYER has test received or relied speed any representational by rather linearies or SELLER wish respect to the 8 constituent of the property which are not concurred in this Agreement or in any manchements. The information consumed in the Multiple I Listing Service, compact or advertiserants, and feature shorts permissing to this property are not warranted or guaranteed by the 10 Bushers. Favors and/or numerous an importing information, while unconserved, are possible, BUVIII shall be responsible for verifying If the accuracy of pertinent information. Deposit of all funds receiving to close excess that he deemed as final acceptance of the 12 property. SELLER agrees to bold all limkers in the transaction burnless and to defend and indepently them from any classe, domaind, 13 action or proceedings resulting from any omission or alleged omission by \$5.11.1.8's entensess

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4 99		ALL ALL ALL ALL AND SOUTH AND AN ACCORDING TO SELECT	TEST CARMINATES

17 If to, complete the following:

- 18 SULLER to provide, at SELLER's expense, BUYER Common borrow Community decomments ("Reside Package") as required by
- 19 NRS 110.4109, SELLLER to order Result Package within 5 days of acceptance.
- 20 Association transfer fees to be just by ChitCYER, WSFILLER, Chother
- 21 Association set up fore so be paid by CHUYER, #SELLER, Classes 22 Other Assessment fees related to the transfer of the Common Interest Community paid by URUYER, #SFILER,

23 U rather

- 24 The amount of any defendance americans including position, alternay's fees, and other charges provided for in the management
- 25 decourses should be paid current by the SELLER at close of energy. SELLER man disclose knowledge of opening and pending
- 27 Familia: Associated found shall be post to Chicylia. BSE1118. Cloder
- 28 Assessments brief, has not yet due, shall be post to BHILYER, USELLER, Under
- 29 MIYER to have fine (5) days from neerly of Heisle Package for renkw. If the BUYER does not approve the Resalt Package, then
- 30 writing makes to careed made by priving widoes that some first (5) day period.

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- 32 AREA RECREATION PRIVILEGES AND RULES. If applicable, MILLER shall reduce the or before close of excess, M extendent privileges, pusers, blendication can't in keys few access to common access community facilities and general 34 improvements. Open those of excess, 500,000 agrees to pay replacement charges for identification costs or keys that are not
- 35 reinquished. BUYLR shall become familiar with the correst constron inserest consumary families and general insprovement policies
- 36 fegations recreation provides a seal associated costs peks to chose of excross.

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- 38 LAND USE REGULATION The BEYER is advised the property may be subject to the authority of the following povernment, 19 that, cours), cay ender the runious cours having paradiction. There governmental condicts, flows time to time, have adopted and 40 revised had use and conformental regulations that may apply so the property. Due to the uncertain effect of land use and 41 environmental regularizate that may apply to the property and may allow HUYER's translations of the property. HUYER is advised 42 as research the possible effect of applicable find one and confronzectal regulations. The Broket makes no representations or
- 4) warrangies regarding the extissing permissible socs or bears revisions to the land one repulsions.

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The BUYER is advised the property may be located in an area found to have special flood 45 ENVIRONMENTAL CONDITIONS 46 hazanda to eath and by ITMA, arabusche construen, descring temperatures, more back, actuals actually and/or wildland fares. If 47 man be recessary to perchase additional insurance in order to election a least secured by the property from any followally regulated 48 (marginal institution or a loss issued or passasseed by an agency of the U.V. Government. For further beforesation, countd your

49 lender, knoerance corrier or exher appropriate agreety.

- The BUYER may be required, at some future class, to more the count of installation of water motors and/or 51 WATER METERS \$2 constraios to new rod rates. 4)
- 54 WELLS Many factors may affect the performance of a well system. If the property includes a well, BUYER may be required, as 55 some folion dose, to incur the course of connecting the Property to a public water system. See Information Regarding Private Well and Mc Supra System

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54 WELLS

Page 6 of 9

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.
15 COMMON-INTEREST COMMUNITY DISCLOSURE
16 The property ½ 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, MSELLER, □ other
22 Other Association fees related to the transfer of the Common-Interest Community paid by DBUYER, MISELLER,
23 \square other
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 DBUYER, DSELLER, Dother
28 Assessments levied, but not yet due, shall be paid by MBUYER, USELLER, Uother
10 DY1177D
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.
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 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.
written notice to cancel must be given within that same five (5) day period. 32 AREA RECREATION PRIVILEGES AND RULES 33 recreation privileges, passes, identification cards or keys for access to common-interest community facilities and general 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 are regarding recreation privileges and associated costs prior to close of escrow.
written notice to cancel must be given within that same five (5) day period. 31 32 AREA RECREATION PRIVILEGES AND RULES 33 recreation privileges, passes, identification cards or keys for access to common-interest community facilities and general improvements. Upon close of escrow, SELLER agrees to pay replacement charges for identification cards or keys that are not regarding recreation privileges and associated costs prior to close of escrow. 35 relinquished. BUYER shall become familiar with the current common-interest community facilities and general improvement policies regarding recreation privileges and associated costs prior to close of escrow. 36 LAND USE REGULATION 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.

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.

> Address 450 N Arlington 914 Buyer [] have read this page.

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Page 7 of 9

1 2	ADDITIONAL FEES Some areas may include/impose additional fees or charges for the remediation of water systems.
3	SEPTIC SYSTEMS If the property includes a septic system, BUYER may be required, at some future date, to incur the costs of connecting the Property's plumbing to a public sewer system. See Information Regarding Private Well and Septic System
	At close of escrow, BUYER assumes all future costs associated with water meters, wells and sentic systems
	PRIVATE ROADS If the property shares a common road or access driveway or right of way with other property, the SELLER shall disclose the existence of any road maintenance agreement.
	WATER RIGHTS Water rights, if any, to be included with the property unless specifically excluded by deed or mutual agreement.
15 16 17	TAX WITHHOLDING (FIRPTA) Unless the property is acquired for use as a primary residence and is sold for no more than \$300,000, SELLER agrees to provide BUYER with (a) NON-FOREIGN SELLER AFFIDAVIT, or (b) WITHHOLDING CERTIFICATE FORM from the Internal Revenue Service stating that withholding is not required. In the event none of the foregoing is applicable, BUYER requires 10% of Seller's proceeds to be withheld by escrow to comply with the FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (IRC Section 1445).
20 21 22 23 24 25 26	TAX DEFERRED EXCHANGE In the event BUYER or SELLER wishes to enter into an IRC tax deferred exchange for the real property described herein, each of the parties agrees to cooperate with the other party in connection with such exchange, including the execution of documents as may be reasonably necessary to effectuate the same. Provided that the other party shall not be obligated to delay the closing, all additional costs in connection with the exchange shall be borne by the party requesting the exchange, and the other party shall not be obligated to execute any note, contract, deed, or other document providing for any personal liability which would survive the exchange. The other party shall be indemnified and held harmless against any liability arising or is claimed to have arisen on account of the acquisition of ownership of the exchange property.
30	ADDITIONAL TERMS AND CONDITIONS:
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52 T	THE FOLLOWING HAVE BEEN RECEIVED AND ACKNOWLEDGED BY BUYER:
54 1	Duties Owed by a Nevada Real Estate Licensee Description Environmental Contact List
55 2	MUD Inspection For your Protection: Get a Home Inspection
56 C	Information Regarding Private Well and Septic System
57 🏻	Residential Disclosure Guide

Address 450 N Arlington 914 Reno 89503

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

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e) SA	NEVADA LAW TO APPLY Several law stall upply to the interpretation and entracement of this Agreement.
74 107	A to a manufacture of the state
Σ¥.	SELLER DEFAULT. If MILLER defaults in the performance of this Agreement, BUYER that have the right to recover from
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e it	PROPESSIONAL CONSELETATION ADVISORY—A real colors lineled in qualified to advise on real estate. The parties are
	whited to consult with appropriate professionals excluding, but not immed to, consider to whose or mal estate. The parties are other professionals, on specific trees a recluding that and branch to, considers, surreport, apprehens, brayers, CPAs, or
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**	physical condition, legal, see, a ster rights and other consequences of the transaction.
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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 Defore You Purchase Property in a Common-Interest Community"
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	Time is of the essence of this Agreement.
15	NEVADA LAW TO APPLY Nevada law shall apply to the interpretation and enforcement of this A
16	NEVADA LAW TO APPLY Nevada law shall apply to the interpretation and enforcement of this Agreement.
17	SELLER DEFAULT If SELLER defaults in the performance of this Agreement, PHINED 1 11
18	SELLER all of BUYER'S actual damages that BUYER may outfor our mount of BUYER shall have the right to recover from
19	remedies available at law or in equity (including specific performance).
20	the state of the specific performance).
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:
	1 (Blyer Initials) ignidated Damagos, CTI I TD
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.
40	OK .
27	B. [] (Buyer Initials) Actual Damages: SELLER shall have the right to recover from BUYER all of SELLER'S actual damages that SELLER may suffer as a result of BUYER'S default.
28	
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 - a	aware that the local Association of REALTORS® has a Dispute Resolution Service (DRS) available. A DRS brochure is available
34 ı	spon request. Dispute Resolution Service (DRS) available. A DRS brochure is available
35	
36 2	ATTORNEY FEES In the event either party is required to engage the services of an attorney to enforce this Agreement, the
37 j	prevailing party in any proceeding shall be entitled to an award of reasonable attorney's fees, legal expenses and costs.
-	
9 (CODE OF ETHICS Not all real estate licensees are REALTOR(S)*. A REALTOR* is a member of the National Association of
0 F	
1 r	eceive a copy of the REALTOR® Code of Ethics, ask your real estate professional OR, the local Association of REALTORS®.
3 F	PROFESSIONAL CONSULTATION ADVISORY A real estate Broker is qualified to advise on real estate. The parties are
4 a	dvised to consult with appropriate professionals including but not limited to advise on real estate. The pattles are
6 p	hysical condition, legal, tax, water rights and other consequences of the transaction.

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	SELLER has agreed, by separate listing agreement, to pay rea As published in the MLS, 3.00 % of the accepted price, or \$ Lake Properties Real to	al estate commissions for	or services rendered, at close of	of escrow.
		irrespective of the age	ncy relationship.	ær,
	5 EXPIRATION OF OFFER This offer shall expire unless a 6 Jacqueline Parenteau on/or before	ecceptance, including de	elivery thereof, to BHYFR or	to .
10 1 12	8 ENTIRE AGREEMENT This document and the document of and supersede all prior Agreements or representations with room Agreement may be modified only in writing, signed and dated any statements of any real estate Brokers which are not herein the provisions of this Agreement and agrees to purchase the	s incorporated and attacespect to the property by both parties. Both p	ched contain the entire Agreer which are not expressly set is arties acknowledge that they l	nent of the partie orth herein. Thi
14	-L			
16		DATE	TIME	
	BUYER	DATE	TIME	
18 19	Representation: The BUYER's Licensee is:			
20				
21	BUYER's Agent Name Jacqueline Parenteau	BUYER's Broker	Name Thomas King	
23 24	BUYER's Agent License # 45769		License # 28077	
25 26	Phone (530) 545-0577 Fax (530) 542-2803	Company Name L	ake Properties Realty	
	BUYER's Agent Email jacque@cbmckinney.com	Office Address PO		
30 31	BUYER's Agent Signature Medical Willeam . (Literates acknowledgement of receipt of deposit)		hyr Cove NV	89448
34 35 36 37		e provisions of this A and to disclose the te	greement. Authorization is home of sale to members of a	ereby given the Multiple Listing
38 39 40	□ Acceptance of Offer SELLER accepts this offer to purcha on the terms and conditions as stated herein.	ase, agrees and has the	authority to sell the above de-	scribed property
	MCounter Offer SELLER signs this offer subject to a Counter	er Offer dated <u>10/3/</u>	2016	
43 44	Rejection SELLER rejects the foregoing offer.			
45 46	SELLER Gregg Smith 10/6/2016 3:09:41 PM PDT	DATE	6 Time	
	SELLER	DATE	Time	
48 49 50	Representation: The SELLER's Licensee is:			
52	SELLER's Agent Name Mandie Jensen (Print Name)		Name Nancy Fennell	
53 54	SELLER's Agent's License #	_ SELLER's Brokers	License #	
55 56	Phone 775-746-7000 Fax 775-746-7010		ckson Realty - Caughlin	
57 58	SELLER's Agent Email mjensen@dicksonrealty.com	Office Address 103	0 Caughlin Crossing	
58 59		City/State/Zip Rene		89519
Pa	ge 9 of 9 Address 450 N Arlington 914	Reno	89503	®RSAR 01/16 ROA 9/9



COUNTER OFFER



1	This Counter Offer to the Offer and Acceptance Agreem	ent dated 10/1/2016 , re	garding the property loca	ated at
2	450 N. Arlington Ave. 914		NV 8950	
3	between Joe Nazar	Kathryn Nazar		YER)
4	and Secured Assets Belvedere Tower		(SEL	LER)
5	is being attached this date by SEI			
6	Title and Escrow to be held with Bra	andie Martin at Firs	st American Titl	е
7	Company			
8	Page 2, line 23: Closing is subject			
	Bankruptcy Court for the District of			
	which approval the Seller will seek		sis to enable	
	closing as soon as possible after O	ctober 17th, 2016.		
2				
3				
4				
5				
6				
7				
8			•	
	OTHER TERMS: All other terms to remain the same.			
20	DIGHT TO ACCEPT OTHER OFFERDS STATES			VED!
	RIGHT TO ACCEPT OTHER OFFERS: SELLER			
	written acceptance of the Counter Offer. Acceptance sl			, ualeu
23 24	and signed by BUYER, is received by SELLER and/or _	Mandie Jensen		·
	EXPIRATION: This Counter Offer shall expire unle	see a copy with RIIVED's wri	itten accentance is delive	ered to
	SELLER or SELLER's Broker on or before 5			aca io
7	C Authentisign	-111 (22) 1 171, OH	*	
28	SELLER: Gregg Smith	Dated: 10/04/2016	Time: 10:04 AM	
29	Securati Assens Belvedere Tower	Dated.		
	SELLER:	Dated:	Time:	
31				
32				
33	BUYER'S ACCEPTANCE, COUNTER TO COL	UNTER OFFER OR REJECT	TION OF AGREEMEN	Т
34				
	☐ Acceptance of Counter Offer: BUYER accepts this	Counter Offer.		
36	-			
	☐ Counter to the Counter Offer: BUYER signs this C	Counter Offer subject to a Cour	nter to Counter Offer	
38	dated			
39				
10	☐ Rejection: BUYER rejects this Counter Offer.			
1				
12	BUYER:	Dated:	Time:	
13	Joe Nazar			
14	BUYER:	Dated:	Time:	
	Kathryn Nazar			

EXHIBIT F



n ID: AA3FD687-91BE-44D8-9095-924E38A26808 RESIDENTIAL OFFER AND ACCEPTANCE AGREEMENT



1 2	RECEIVED FROM Xiaodong Sun Yang and Lietai Yang	
3	hereinafter designated as BUYER, the amount set forth below as EARNEST MONEY DEPOSIT on account of PRICE OF \$120,000.00	f the PURCHASE DOLLARS),
	for the real property situated in the \(\overline{\overline{U}} \) City OR \(\overline{\overline{U}} \) Unincorporated Area of Reno \(\overline{V} \), County of \(\overline{W} \) ashoe	,
	State of Nevada, commonly described as 450 N Arlington Unit 505	,
	APN 00746321 (legal description to be supplied in escrow).	
	BUYER ☑ does, ☐ does not intend to occupy the property as a residence.	
9	Do Tanta doos, and doos not make the property and propert	
-	EARNEST MONEY DEPOSIT Evidenced by Check, or other Mailed upon acceptance	\$1000.00
	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	
	Authorized escrow holder to be selected by BUYER SELLER.	
14	Adminized escrew holder to be selected by Libertest Libertests.	
	BALANCE OF CASH DOWN PAYMENT (not including closing costs)	\$119,000.00
		4 220,000,000
	Source of down payment Buyers personal funds	
17	CASH PURCHASE BUYER to provide evidence, satisfactory to SELLER, of sufficient cash available to con	nlete this nurchase
		ipicie uns parenase
	within 5 days of written acceptance.	
20	NAME OF A CASA PROCESSING TO A CASA TO THE STATE OF THE S	\$N/A
	NEW FIRST LOAN PROCEEDS: □Conventional, □FHA, □VA, □Rural, □Private	Φ <u>N/A</u>
	$\Box \text{Fixed Rate for } \underline{\text{N/A}} \text{years. Interest not to exceed } \underline{\text{N/A}} \%.$	
	□Adjustable Rate for N/A years. Initial Interest not to exceed N/A % maximum lifetime rate not to	
	exceed N/A %.	0 /-
	NEW SECOND LOAN PROCEEDS: Conventional, CFHA, CVA, Rural, Private	\$ <u>N/A</u>
	□ Fixed Rate for N/A years. Interest not to exceed N/A %.	
	□Adjustable Rate for N/A years. Initial Interest not to exceed N/A % maximum lifetime rate not to	
28	exceed N/A %.	
29		
	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.	
	SELLER agrees to pay up to \$N/A in fees which cannot be paid by the BUYER pursuant to FHA or V	'A 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, plinanced, paid monthly.	
40		
	OTHER (Specify in Additional Terms and Conditions or Financing Addendum):	\$N/A
42	<u> </u>	
	TOTAL PURCHASE PRICE in the sum of (not including closing costs):	\$120,000.00
44	TO ALAD I DATOMAN AND THE CONTROL OF	
	LOAN APPROVAL Within five (5) days of acceptance, BUYER agrees to (1) submit completed loan applied	cation, including all
46	documentation, to a lender of BUYER's choice, (2) authorize ordering of the appraisal; and (3) furnish a pr	e-approval letter to
47	SELLER based upon a standard factual credit report and review of debt to income ratios. This offer is condition	ned upon BUYER's
4Ω	ability to deliver to SELLER a letter of loan approval which includes income verification and verification of ava	lable funds, subject
40	to acceptable appraisal and lender review of preliminary report from title company, within N/A days of a	cceptance. BUYER
7 7	consents to the lender's release of loan status and conditions of approval to the SELLER and Brokers. If BUYE	
JU 51	any of these conditions, SELLER reserves the right to terminate this Agreement and both parties agree to car	ncel the escrow and
	return earnest money deposit to BUYER less expenses incurred by BUYER.	
34	return earnest money deposit to bo reactes expenses meaned by borreac.	

	SALE OF OTHER PROPERTY BUYER must check one of the following:
	A. This Agreement is not contingent upon conveyance of BUYER's property.
	OR .
4 5	☐ B. This Agreement is contingent upon conveyance of BUYER's property described as: which is
6	
7	
8	
9	
10	
11	regarding the listing and escrow on BUYER's property and related escrows, including but not limited to, closing date, loan
12	
13	
14	
15	
16	
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	
20	
21	days of acceptance. BUYER authorizes SELLER or SELLER's Agent to obtain updates on the BUYER's listing or escrow.
22	
	CLOSING Close of escrow to be 10/20/2016 or sooner . Unless otherwise agreed upon in
	writing, close of escrow date shall not change from the originally agreed upon closing date. Both parties shall deposit with the
	authorized escrow holder all funds and instruments necessary to complete the transaction in accordance with the terms herein.
26	
	DEFINITIONS BROKER includes cooperating Brokers and all Licensees. DAYS means calendar days unless otherwise
	specified. BUSINESS DAY is a day other than a Saturday or Sunday or a day on which banks in Nevada are authorized or required
	by law to close. ACCEPTANCE (DATE OF ACCEPTANCE) means the date on which this Agreement and any other counter offers
	are fully executed and delivered. DELIVERY or RECEIPT shall mean personal delivery to BUYER, SELLER, or to their respective
	authorized representative, transmitted by facsimile machine, email, or certified mail. In the event of fax transmission, delivery shall
	be deemed to have occurred at the time noted on the confirmation sheet generated by the sender's fax. In the event of the use of mail,
	delivery and receipt shall be deemed to have occurred three (3) days following the date of mailing, evidenced by the postmark on the
	envelope containing the delivered material. In the event of ELECTRONIC DELIVERY, delivery and receipt shall be deemed to have
36	occurred as set forth in NRS 719.020.
	COUNTERPARTS AND SIGNATURES The BUYER and SELLER acknowledge and agree a) this Agreement may be executed
	in several counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one and the
	same instruments; b) by signing below, the BUYER and SELLER agree to conduct this transaction by electronic means, and that
	signatures transmitted by electronic delivery shall be acceptable for all purposes under this Agreement; and c) signatures transmitted
	by electronic delivery shall be accepted as original signatures, and such signatures are as binding as a wet signature.
42	of order one derivery share or decepted as original distinction, and such distinction are as of mer distinction.
	VESTED TITLE Title shall vest as designated in Escrow Instructions.
44	The same of the sa
	APPRAISAL BUYER Initial Required
46	Included Waived
47	
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
	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.

In addition to any encumbrances referred to herein, BUYER shall take title to the property subject 1 EXAMINATION OF TITLE 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.

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
	☑BUYER, □SELLER, □other
18	Escrow Fee to be paid by DBUYER, DSELLER, Split equally.
19	Transfer Tax(es) to be paid by BUYER. DSELLER. Dother Split Equally

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.

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

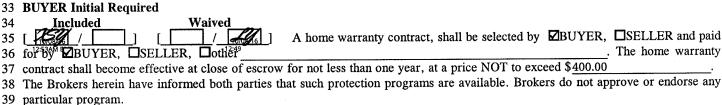
24 Any and all rents, taxes, interest, homeowner association fees, payments on bonds and assessments assumed by BUYER, and other expenses of the property shall be prorated as of the date of recordation of the deed. Security deposits, advance rentals, or considerations involving future lease credits shall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

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

32 HOME WARRANTY CONTRACT

33

31



40 The SELLER will provide BUYER, at time of written acceptance, a 41 SELLER'S REAL PROPERTY DISCLOSURE FORM 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.

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 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 Items of a general maintenance or cosmetic nature which do not materially affect value or use of **52 ITEMS NOT ADDRESSED** 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.

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2	INSPECTIONS Acceptance of this offer is sub order all inspections, and select qualified profession	nals includin	g, but not lin	erved right. I	BUYER has the right ensed contractors, certifications.	to inspect the property, ified building inspectors
4	and any other qualified professionals who will inspect the property. BUYER shall indicate inspections to be included or waived in the list below. The following is not a comprehensive list of possible inspections; therefore, BUYER should add any additional inspections necessary to satisfy the BUYER under "OTHER."					
	inspections; therefore, BUYER should add any add	itional inspe	ctions necess	sary to satisfy	the BUYER under	JIHEK.
	All inspections shall be completed and copies of	all inspection	ons shall be	provided to	both BUYER and SE	ELLER at no additional
	expense to either party	OD				
9	within N/A days of the date of acceptan		D'a muittan a	aaamtamaa af	FI ion Holdor(a) Chart	Cala approval
10	within N/A days of the BUYER's receip					Sale approvai
	Within the time frame specified above, BUYER sha			writing one	of the following:	
12	A. approval of the inspections without requiring			n Addandur	n listing all required	renaire SELLER chall
13	B. approval of the inspections with Notice of		Repairs or a	in Addendur	ii iistiiig an reduited	repairs. SELLER shan
14	respond in writing within five (5) days of do C. termination of this Agreement including an	envery; OR	1. a.u. 41. a a a	dition(a) mary	aalad by any inenantio	n report meterially and/
15		explanation	now the con	idition(s) lev	eated by any inspection	ii report materially and
16	or reasonably justify such a decision. If any inspection is not completed by the deadline	that increase	ution is door	ad waiwad a	nd SELLED is release	ed from liability for the
1/ 10	cost of repairs that inspection would have reason	, mai mspec	Find had it h	ieu warveu a	ad except as otherwi	ise provided by law If
10	BUYER acts reasonably in terminating the Agreen	abiy luciili	neu nau n o	nable aanditi	ions revealed by the i	nenection(e) BIIVER is
19	BUYER acts reasonably in terminating the Agreen	nent based u	ipon objectio	l of the earn	est money denocit le	ss evnenses incurred by
	released from any and all obligations to SELLER	and entitled	i to a retuind	of the earn	est money deposit, ic	ss expenses meaned by
	BUYER.					
22	INCRECTIONS	Included	Waived	N/A	Paid	Rv
	INSPECTIONS PEGT INSPECTION		waived 🗹	N/A	□ BUYER	□ SELLER
	PEST INSPECTION		◩	ᆸ	□ BUYER	☐ SELLER
	HOME INSPECTION				□ BUYER	☐ SELLER
	HEATING SYSTEM INSPECTION				□ BUYER	☐ SELLER
	COOLING SYSTEM INSPECTION				□ BUYER	☐ SELLER
	SURVEY Type	- 🖁			□ BUYER	☐ SELLER
	WELL QUALITY				□ BUYER	☐ SELLER
	WELL QUANTITY				□ BUYER	☐ SELLER ☐ SELLER
	SEPTIC PUMPING				□ BUYER	□ SELLER
	SEPTIC INSPECTION				□ BUYER	☐ SELLER
	SEPTIC LID LOCATION/REMOVAL				□ BUYER	☐ SELLER
	FIREPLACE INSPECTION	ä		Ø	□ BUYER	□ SELLER
	WOODBURNING DEVICE INSPECTION (In the event device does not meet all applicable					
36	· · · · · · · · · · · · · · · · · · ·					
37	OIL TANK TEST Type				BUYER	SELLER
	(If oil tank needs to be filled to perform test, BU					L OLLLER
	OTHER				□ BUYER	☐ SELLER
	OTHER	- 🖥			□ BUYER	□ SELLER
	OTHER	- 6	\square	ā	□ BUYER	☐ SELLER
43						
4 3		affirms the	e above selec	rtions.		
45		dining the	c above seres			
	SELLER agrees to provide reasonable access to	the proper	ty to BUYE	R as well a	as inspectors represer	nting BUYER, for both
47	inspections and re-inspections as provided in this	Agreement	and to reni	resentatives of	of lending institutions	for appraisal purposes.
48	SELLER agrees to have all utilities in service the	lay of inspec	ction and unt	il close of es	crow.	T I
49	-	ay or mape.				
	REPAIRS SELLER agrees to pay for and comp	olete repairs	in an amoun	t NOT to exc	ceed \$N/A	for all repair
51	conditions indicated on Appraisal Report; System	and Mainte	nance: Inspe	ctions. Final	Walkthrough; and/or	any defect identified in
52	the Seller's Real Property Disclosure Form or d	iscovered by	SELLER b	ut not disclo	sed in the Seller's Re	al Property Disclosure
53	Form or which has been discovered to be mater	rially worse	than was in	ndicated. A	copy of repair invoic	es shall be delivered to
54	BUYER prior to close of escrow. The Brokers h	erein have	no responsib	ility to assis	t in the payment of a	ny repair, correction or
55	deferred maintenance on the subject property which	ch may have	e been revea	led by the al	ove inspections, agre	ed upon by the BUYER
	and SELLER or requested by one party.	•		•		-

dotloop signature verification: W. Case 16-51162-QWZ-53262 QOC 252 Entered 10/17/16 16:42:21 Page 87 of 109 Authentisign ID: AA3FD687-91BE-44D8-9095-924E38A26808

Included Waived
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.
CONDITIONS SATISFIED OR WAIVED IN WRITING Each condition, contingency, approval and disapproval shall be satisfied according to its terms unless waived in writing by the beneficiating party within the time limits specified, or an extension in writing is agreed to by the parties. Each party shall diligently pursue the completion of this transaction.
PHYSICAL POSSESSION Physical possession of the property, with keys to all property locks, community mailbox keys, alarms, and garage door opener(s), if applicable, shall be delivered to BUYER ☑ upon recordation of the deed; OR ☐ Short Term Occupancy Agreement; OR ☐ by Residential Lease/Rental Agreement.
DESTRUCTION OF IMPROVEMENTS If the improvements of the property are destroyed, materially damaged, or found to be materially defective prior to close of escrow , BUYER may terminate the Agreement by written notice delivered to SELLER's Broker, and earnest money deposit shall be returned to BUYER.
FIXTURES All items permanently attached to the property as of this date including, but not limited to, light fixtures, attached floor coverings, central vacuum and related equipment, draperies, blinds and shades including window hardware, door and window screen(s), storm sash, combination doors, awnings, TV antenna(s), satellite dish, burglar, fire and smoke alarms, built-in pools and spas with related equipment, solar system(s), conforming woodstoves, intercom system, water softener system, attached fireplace screen(s), electric garage door opener(s) with control(s), outdoor plants and trees, (other than in movable containers), OTHER No Exclusions
are included in the purchase price, free of liens, EXCLUDING No Exclusions
PERSONAL PROPERTY The following personal property, on the premises when inspected by BUYER, is included in the 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 personal property after close of escrow: Stove, refrigerator, Washer & Dryer, Window Coverings
BONDS AND ASSESSMENTS (Other than Common-Interest Communities) In the event there is a bond or assessment which has a principal balance or requires settlement in full prior to close of escrow, the bond or assessment shall be ☑paid by SELLER, ☐ assumed by BUYER, ☐ other
OIL AND PROPANE If applicable, any oil or propane existing at time of written acceptance, allowing for normal use up to close of escrow, will be purchased by BUYER included in the purchase price. If fuel is purchased by BUYER, SELLER to contact 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 company for credit to SELLER for remaining fuel.

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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.

10	CONTRACT I	יוניוים כע בעניוויו אין	CACH AN AN INTERNAL	DISCLOSURE
רו	E ENVIOLENT	IIV I H.R.H.S.I	T TO VIOLENTE Y	THE LESSURE

- 16 The property \square is \square 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 dother 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. ©

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- 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.
- 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.
- 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.
- 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.
- 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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1 ADDITIONAL FEES	Some areas may include/impose	additional fees or charges for	or 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.

6 At close of escrow, BUYER assumes all future costs associated with water meters, wells and septic systems.

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.

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).

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.

28 ADDITIONAL TERMS AND CONDITIONS:

30 N/A			 	
31				
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35	 	 		****
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49	 			
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

51

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
	☐ Lead Based Paint Addendum (if property built prior to 1978)
	□ Range Land Disclosure
	☐ SELLER Financing Addendum (Residential)
	☐ Short Sale Addendum to the Offer and Acceptance Agreement
	☐ Short Term Agreement to Occupy After Close of Escrow
	☐ Used Manufactured/Mobile Home Disclosure
	□ Other
12	
	TIME IS OF THE ESSENCE Time is of the essence of this Agreement.
14	This is of the essence of this reference.
	NEVADA LAW TO APPLY Nevada law shall apply to the interpretation and enforcement of this Agreement.
16	THE VADA DATE TO ATTELL THE VALUE RAW shall apply to the interpretation and emoreement of this regreenent.
	SELLER DEFAULT If SELLER defaults in the performance of this Agreement, BUYER shall have the right to recover from
	SELLER all of BUYER'S actual damages that BUYER may suffer as a result of SELLER'S default, and to pursue any and all other
	remedies available at law or in equity (including specific performance).
20	remedies available at law of in equity (including specific performance).
	BUYER DEFAULT BUYER must initial only one of the following.
	If BUYER defaults in the performance of this Agreement SELLER shall have the right to:
	A. [
	deposit. BUYER and SELLER hereby acknowledge that SELLER's actual damages would be difficult to measure and that the
	earnest money deposit is a fair and reasonable estimate of such damages.
	OR D [] [] []
	B. [] [[] [(Buyer Initials) Actual Damages: SELLER shall have the right to recover from BUYER all of SELLER'S
	actual damages that SELLER may suffer as a result of BUYER'S default, and to pursue any and all other remedies available at law
	or in equity.
31	APPRILATIONS TO 1 C. of the state of the sta
	MEDIATION For information purposes only. If a dispute arises out of or relates to this Agreement, or its breach, the parties are
	aware that the local Association of REALTORS® has a Dispute Resolution Service (DRS) available. A DRS brochure is available
	upon request.
35	
	ATTORNEY FEES In the event either party is required to engage the services of an attorney to enforce this Agreement, the
	prevailing party in any proceeding shall be entitled to an award of reasonable attorney's fees, legal expenses and costs.
38	
	CODE OF ETHICS Not all real estate licensees are REALTOR(S). A REALTOR® is a member of the National Association of
	REALTORS® and therefore subscribes to a higher ethical standard in the industry, known as the REALTOR® Code of Ethics. To
	receive a copy of the REALTOR® Code of Ethics, ask your real estate professional OR, the local Association of REALTORS®.
42	
	PROFESSIONAL CONSULTATION ADVISORY A real estate Broker is qualified to advise on real estate. The parties are
	advised to consult with appropriate professionals including, but not limited to, engineers, surveyors, appraisers, lawyers, CPAs, or
	other professionals, on specific topics including, but not limited to, land use regulation, boundaries and setbacks, square footage
46	physical condition, legal, tax, water rights and other consequences of the transaction.

dotloop signature verification: Case 16-51162-gwz 253262 QoC 252 Entered 10/17/16 16:42:21 Page 91 of 109

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

2	SELLER has agreed, by separate listing agreement, to pay real each As published in the MLS, 3% % of the accepted price, or \$ Keller Williams Group One Inc. , in	estate commissions for services re , shall be paid to the respective of the agency relationsl	e BUYER's Broker,
5	EXPIRATION OF OFFER This offer shall expire unless according to the control of th	eptance, including delivery therecan control on 10/	
8 9 10 11	ENTIRE AGREEMENT This document and the documents if and supersede all prior Agreements or representations with res. Agreement may be modified only in writing, signed and dated by any statements of any real estate Brokers which are not herein enthe provisions of this Agreement and agrees to purchase the	pect to the property which are n both parties. Both parties acknowxpressed. BUYER acknowledges	ot expressly set forth herein. This wledge that they have not relied or having read and approved each of
	specified.		
14 15 16	BUYER Xiaodong Sun Yang dottoop verified 10/08/16 12:53AM EDT RTQH-6MY5-MWAD-0AHF		TIME
17	BUYER Lietai Yang dottoop verified 10/08/61 12:41 AM EDI ODVF-R4W-JYXB-BRWI	DATE <u>10/07/2016</u>	TIME
18 19 20	Representation: The BUYER's Licensee is:		
21	BUYER's Agent Name Jennifer Colley	BUYER's Broker Name Kelle	r Williams - Reno North
22 23 24	BUYER's Agent License # S.0176618	BUYER's Broker License # B	.0035646.Corp
	Phone 775-823-8787 Fax 866-593-9365	Company Name Keller William	ms Group One, Inc.
262728	BUYER's Agent Email JenColleyReno@kw.com	Office Address 10539 Profess	ional Circle,, Suite 100
	BUYER's Agent Signature CLicensees acknowledgement of receipt of deposity	City/State/Zip Reno, NV 8952	1
33 34 35	SELLER'S ACCEPTANCE, COUNTER OFFER OR REJISELLER acknowledges having read and approved each of the Brokers in this Agreement to deliver a signed copy to BUYER Service or Association of REALTORS® at close of escrow. SELLER to check one of the following options and date, time and	e provisions of this Agreement. and to disclose the terms of sale	Authorization is hereby given the to members of a Multiple Listing
38	□Acceptance of Offer SELLER accepts this offer to purcha	ase, agrees and has the authority t	to sell the above described property
	on the terms and conditions as stated herein.	10/8/2016	
41	Counter Offer SELLER signs this offer subject to a Count	er Offer dated	•
42 43	□Rejection SELLER rejects the foregoing offer.		
44	Authentisign C ****	DATE10/8/2016	Timo
45 46	SELLER Gregg Smuth	DATE	Time
47	SELLER	DATE	Time
50	Representation: The SELLER's Licensee is:		
51	SELLER's Agent Name Mandie Jensen (Print Name)	SELLER's Broker Name	
53	SELLER's Agent's License #	SELLER's Brokers License #	
54 55	Phone Fax	Company Name Diskson Caus	ghlin Ranch
56 57	SELLER's Agent Emailmjensen@dicksonrealty.com	•	
58		G!	



COUNTER OFFER



1	This Counter Offer to the Offer and Acc	eptance Agreement dated 10/7		
2	450 N. Arlington Ave. 505			<u>NV</u> 89503,
3	between Xiaodong Sun Yang		ing	(BUYER)
4	and Secured Assets Belvedere Tower			(SELLER)
	is being attached this date10/08/16			
	Purchase price \$129,000.			
7	recurring and non recurring	ng closing costs, an	nd/or credit	toward future
	HOA dues.			
	Page 2, line 23: Closing			
	Bankruptcy Court for the I			
	which approval the Seller closing as soon as possible		pidited basis	to enable
	crosing as soon as possib.	Le.		
13				
4				
5				
6				
17 18				
9	OTHER TERMS: All other terms to re	main the same		
20	OTHER TERMS: All outer terms to re	main the same.		
	RIGHT TO ACCEPT OTHER OFFE	DS. SELLED receives the riv	aht to accept any of	her offer prior to RIIVED'
	written acceptance of the Counter Offer			
	and signed by BUYER, is received by SI			
24	and signed by Bo TER, is received by or	DELIA and/or Mandre bense.	A&	·
	EXPIRATION: This Counter Offer sl	nall expire unless a copy with	h BUYER's writter	acceptance is delivered to
	SELLER or SELLER's Broker on or bef			
7	— Authentisign		**************************************	
28	SELLER: Gregg Smith Security 1 Assetts Belvedere	Dated:	10/08/2016	Time: 11:41 AM
29	Securati las seas Belvedere	Tower		
30	SELLER:	Dated:		Time:
31				
32				
33	BUYER'S ACCEPTANCE, COU	NTER TO COUNTER OFFE	ER OR REJECTIO	N OF AGREEMENT
34				
35	☑ Acceptance of Counter Offer: BUY	ER accepts this Counter Offer	•	
86				
37	☐ Counter to the Counter Offer: BUY	ER signs this Counter Offer s	ubject to a Counter	to Counter Offer
88	dated			
9				
10	□ Rejection: BUYER rejects this Count	er Offer.		
1	Nigodona Sun Mana	dotloop verified 10/08/16 3:54PM EDT G8QD-BLGF-VKAL-MCVD	10/08/2016	
12	BUYER: Liaodong Sun Yang	Dated:	10/08/2016	Time:
13	D. 4.01	dotloop verified	10/08/2016	TO.
4	BUYER: Lietai Yang	dotloop verified 10/08/16 3:51PM EDT WVSE-A5XR-K0FS-MLC1 Dated:	10/08/2016	Time:
	Lietai Yang			

EXHIBIT G



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.

TABLE OF CONTENTS

		Page
Agreement to	o Issue Policy	3
Schedule A		
1.	Commitment Date	4
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	L - Requirements	
Schedule B -	2 - Exceptions	
Conditions		

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment,

Commitment No. 121-2511922 Page Number: 2

Property Address: 450 North Arlington Avenue, Unit 505

Reno, NV

please contact the issuing office.

Commitment No. 121-2511922

Page Number: 3

Property Address: 450 North Arlington Avenue, Unit 505

Reno, NV

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 Deffrey J. Probinson

Jeffrey S. Robinson

Secretary

iche A. Taylor **Authorized Signatory**

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Form No. 1068-2 ALTA Plain Language Commitment

Commitment No. 121-2511922 Page Number: 4 Property Address: 450 North Arlington Avenue, Unit 505

Reno, NV

Commitment No. 121-2511922

Page Number: 5

Property Address: 450 North Arlington Avenue, Unit 505

Reno, NV

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.

Commitment No. 121-2511922

Page Number: 6

Property Address: 450 North Arlington Avenue, Unit 505

Reno, NV

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.

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.

Commitment No. 121-2511922

Page Number: 7

Property Address: 450 North Arlington Avenue, Unit 505

Reno, NV

- 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.

Commitment No. 121-2511922

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Property Address: 450 North Arlington Avenue, Unit 505

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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.

Commitment No. 121-2511922

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Property Address: 450 North Arlington Avenue, Unit 505

Reno, NV

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

Commitment No. 121-2511922

Page Number: 10

Property Address: 450 North Arlington Avenue, Unit 505

Reno, NV

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.

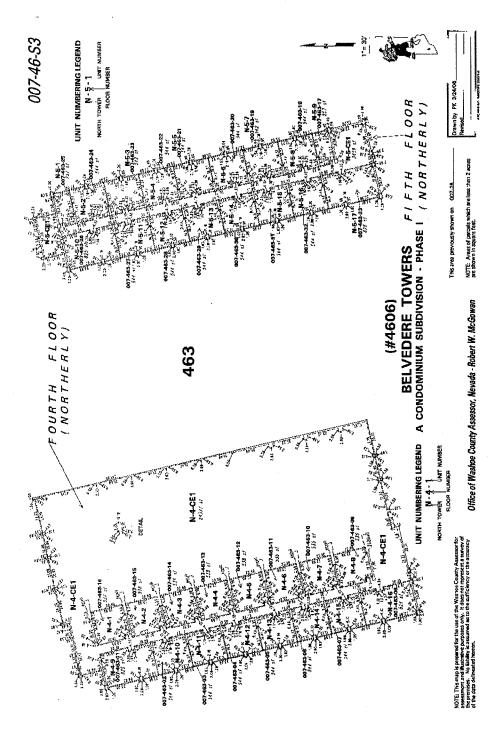
NOTE to proposed insured lender only: No Private transfer fee covenant, as defined in Federal Housing Finance Agency Final Rule 12 CFR Part 1228, that was created and first appears in the Public Records on or after February 8, 2011, encumbers the Title except as follows: None

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.

Commitment No. 121-2511922

Page Number: 11
Property Address: 450 North Arlington Avenue, Unit 505

Reno, NV



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

Commitment No. 121-2511922

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Property Address: 450 North Arlington Avenue, Unit 505

Reno, NV

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.

Commitment No. 121-2511922

Page Number: 13

Property Address: 450 North Arlington Avenue, Unit 505

Reno, NV

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.

Commitment No. 121-2511922

Page Number: 14

Property Address: 450 North Arlington Avenue, Unit 505

Reno, NV

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 122241255

ROUTING NUMBER

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

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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

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 casuality 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.

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

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

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 loase 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.

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

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

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.

Form 50-PRIVACY (9/1/10)

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Privacy Information (2001-2010 First American Financial Corporation)

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.