ACTIVE 698301420v1

Case No. 2:21-cv-01298-JAD-BNW

STIPULATION AND [PROPOSED] ORDER AUTHORIZING THE SALE OF PARCEL NUMBERS 243-27-801-006 IN SEARCHLIGHT, NEVADA; AND 243-27-801-004 IN SEARCHLIGHT, NEVADA

2

3

4

5

6

7

8

9

10

11

12

13

15

16

17

18

19

20

21

22

23

24

25

26

The following Stipulation and [Proposed] Order (the "Stipulation") regarding the sale of real property located at Parcel Numbers 243-27-801-006, Searchlight, Nevada and 243-27-801-004, Searchlight, Nevada. Bearing the legal descriptions appended hereto as Exhibit A (the "Searchlight Property"), is entered into by and between Geoff Winkler (the "Receiver"), the Court-appointed receiver in the above-entitled action, and the plaintiff Securities and Exchange Commission (the "SEC"), by and through their respective representatives, and with respect to the following facts:

- 1. The SEC initiated this action against Profit Connect, Ms. Kovar, and Mr. Kovar on July 8, 2021, when it filed an ex parte complaint and motion for temporary restraining order seeking, among other things, the freezing of defendants' assets and the appointment of a receiver over Profit Connect.
- 2. On July 23, 2021, the Defendants stipulated to modify the temporary restraining order to appoint Geoff Winkler as the Temporary Receiver, giving him limited powers.
- 3. On August 6, 2021, following another stipulation of the parties, the Court converted the temporary restraining order to a preliminary injunction and appointed the Temporary Receiver as the Permanent Receiver of Profit Connect. See Receivership Order (ECF No. 26) (the "Appointment Order").
- 4. The Appointment Order specifically identified the Searchlight Property as being an asset of the receivership estate and subject to an immediate asset freeze and provided the Receiver full power over the Searchlight Property including but not limited to the ability to sell the same. The Searchlight Property is one of several parcels of vacant land owned by Profit Connect in Searchlight, Nevada (together, they are referred to as the "Searchlight Parcels").
- 5. On March 3, 2022 an order was entered by this Court allowing the Receiver to sale the Searchlight Parcels (ECF No. 81) which was amended on June 27, 2023 (ECF No. 141) to allow for an expedited process for selling the Searchlight Parcels given market conditions and the length of time they have been listed for sale by the Receiver (collectively the "Sale Order").

27

2

3

5

6

7

8

9

10

11

12

13

15

17

18

19

20

21

22

23

24

25

26

27

- As is relevant here, the Searchlight Property was listed for sale by Broker in the 6. summer of 2022 and has been on the market for over eighteen (18) months, during that time frame the Receiver (the "Seller") has reduced the listing price on three occasions. The total reduction was \$155,000.00 or a 62% reduction of the original listing price.
- The Receiver has accepted an offer to purchase the Searchlight Property for 7. \$95,000 pursuant to a Purchase and Sale Agreement dated April 2, 2024 and amendments thereto ("PSA"). The buyer is NJS Reps & Associates, LLC which has tendered a deposit of \$9,500.00 into escrow as required by the PSA, a copy of which is attached to this Stipulation as Exhibit B. We received one other offer for the Searchlight Property but the buyer cancelled the contract due to increased development costs. The Receiver and Broker believe the proposed purchase price reflects the state of the market and is fair reasonable given the circumstances. The Buyers have completed due diligence and are ready to proceed to closing. The Receiver believes that the offer represents fair market value for the Searchlight Property and that is in the best interest of the Receivership Estate to proceed.
- 8. After payment of closing costs and brokers' commissions, as reflected in the RPA, all sale proceeds from the sale of the Property shall be wired directly to the Receiver from the Escrow, as provided above. It is estimated that the net proceeds of the sales, which will be wired from the Escrow to the Receiver, will be approximately \$83,000.
- 9. It is anticipated that the sale will close within thirty (30) days of the District Court's approval of this Stipulation.
- 10. The Receiver is seeking to close the sale via this Stipulation in lieu of soliciting overbids and filing a separate sale motion because of the length of time the Searchlight Property has been on the market, deteriorating market prices, the rise in interest rates, the cost of publishing notice of the opportunity to overbid in relation to the purchase price for the Searchlight Property, the expected lack of any overbidders given the length of the marketing process and state of the market, and concerns that further delay will impact the recovery of the sales proceeds for the benefit of the receivership estate.

11. Accordingly, in light of the unique facts and circumstances surrounding the Searchlight Property as set forth herein, the undersigned parties believe this Stipulation is necessary, and in the best interest of all parties and the receivership estate.

IT IS SO STIPULATED.

DATED this 6th day of May, 2024.

GREENBERG TRAURIG, LLP

DATED this 6th day of May, 2024. **SECURITIES & EXCHANGE COMMISSION**

/s/Kara B. Hendricks

KARA B. HENDRICKS, ESQ. Nevada Bar No. 07743

KYLE A. EWING, ESQ.

Nevada Bar No. 014051

10845 Griffith Peak Drive, Suite 600

Las Vegas, Nevada 89135 Telephone: (702) 938- 6856 Facsimile: (702) 792-9002

KYRA E. ANDRASSY, ESQ.* *Admitted Pro Hac Vice

RAINES FELDMAN LITTRELL LLP,

3200 Park Center Drive, Suite 250 Costa Mesa, California 92626 Telephone: (310) 440-4100

Facsimile: (949) 247-3998

/s/ Kathryn C. Wanner

KATHRYN C. WANNER, ESQ. (California Bar No. 269310)
TERI M. MELSON, ESQ. (California Bar No. 185209)
444 South Flower Street, Suite 900
Los Angeles, California 90071
Telephone: (323) 965-3998
Facsimile: (213) 443-1904

Attorneys for Plaintiff, SECURITIES & EXCHANGE COMMISSION

Attorneys for Receiver GEOFF WINKLER

<u>ORDER</u>

IT IS HEREBY ORDERED that:

- 1. Seller may sell the Searchlight Property pursuant to the terms of the PSA.
- 2. Upon the Closing of the sale of the Searchlight Property pursuant to the PSA, the net proceeds shall be wired directly from Escrow to the Seller.

IT IS SO ORDERED.

JUDGE, UNI	TED STATES DIST	TRICT COURT
DATED this _	day of	2024

GREENBERG TRAURIG, LLP 10845 GRIFFITH PEAK DRIVE SUITE 600 , LAS VEGAS, NEVADA 89135 TELEPHONE: (702) 938- 6856

CERTIFICATE OF SERVICE

Pursuant to Fed. R. Civ. P. 5(b), I hereby certify that on the 6th day of May, 2024 a true and correct copy of the foregoing STIPULATION AND [PROPOSED] ORDER AUTHORIZING THE SALE OF PARCEL NUMBERS 243-27-801-006 IN SEARCHLIGHT, NEVADA AND 243-27-801-004 IN SEARCHLIGHT, NEVADA was filed electronically via the Court's CM/ECF system. Notice of filing will be served on all parties registered to this case by operation of the Court's CM/ECF system, and parties may access this filing through the Court's CM/ECF system.

> /s/ Evelyn Escobar Gaddi An Employee of Greenberg Traurig, LLP

1
2
3
4
5
6
7
2 3 4 5 6 7 8 9
9
10
11
12
13
14
15 16 17 18 19
16
17
18
19
20
21
22
23
24
25
26

INDEX OF EXHIBITS			
Ехнівіт	DESCRIPTION		
Exhibit A	Legal Description		
Exhibit B	Vacant Land Purchase Agreement		

EXHIBIT A

EXHIBIT A

Legal Description

EXHIBIT "A" LEGAL DESCRIPTION

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

That Portion of The Southeast Quarter (SE ½) Of Section 27, Township 28 South, Range 63 East, M.D.M., Being More Particularly Described As:

The Georgetown Patented Lode, As Described In The United States Mineral Survey No. 2605, Situated In The Searchlight Mining District, Clark County, Nevada.

Excepting Therefrom Any Portion Of Said Land Lying Within The Boundaries Of U.S. Hwy. 95, As Conveyed To The State Of Nevada For The Location And Establishment of A Highway Of Varying Width, By Deed Dated March 30, 1940 And Recorded April 1, 1940 In Book 26, Page 429 Of Deeds, As Instrument No, 89552 And Recorded January 04, 1952 In Book 65, Page 567 Of Deeds, As Instrument No. 379318, Clark County, Nevada.

EXHIBIT B

EXHIBIT B

Vacant Land Purchase Agreement

DUTIES OWED BY A NEVADA REAL ESTATE LICENSEE

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

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

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

5) 2002 amoptosonou puro, to the real estate standardish, it any	
Licensee: The licensee in the real estate transaction is Steve Guttman whose license/permit number	is B.0028391.LLC.
The licensee is acting for [client's name(s)]: NJS Reps & Associates, LLC and Geoff Winkler(Authorize	d Court Assigned
who is/are the Seller/Landlord Buyer/Tenant.	
Broker: The Broker is Steve Guttman	
whose company is Ultimate Realty, LLC	
Are there additional licensees involved in this transaction? Yes No If yes, Supplemental form 52	5A is required.
Licensee's Duties Owed to All Parties: A Nevada real estate licensee shall: 1. Not deal with any party to a real estate transaction in a manner which is deceitful, fraudulent or dishonest. 2. Exercise reasonable skill and care with respect to all parties to the real estate transaction. 3. Disclose to each party to the real estate transaction as soon as practicable: a. Any material and relevant facts, data or information which licensee knows, or with reasonable care ar licensee should know, about the property. b. Each source from which licensee will receive compensation. 4. Abide by all other duties, responsibilities and obligations required of the licensee in law or regulations.	
Licensee's Duties Owed to the Client: A Nevada real estate licensee shall:	
 Exercise reasonable skill and care to carry out the terms of the brokerage agreement and the licensee's du agreement or property management agreement; Not disclose, except to the licensee's broker, confidential information relating to a client for 1 year after the second secon	
termination of the brokerage agreement, unless licensee is required to do so by court order or the client gi permission;	ves written
3. Seek a sale, purchase, option, rental or lease of real property at the price and terms stated in the brokerage price acceptable to the client;4. Present all offers made to, or by the client as soon as practicable, unless the client chooses to waive the dual offers made to.	
present all offers and signs a waiver of the duty on a form prescribed by the Division;	ity of the needsee to
 5. Disclose to the client material facts of which the licensee has knowledge concerning the real estate transa 6. Advise the client to obtain advice from an expert relating to matters which are beyond the expertise of the 7. Account to the client for all money and property the licensee receives in which the client may have an interest of the 	e licensee; and
Duties Owed By a broker who assigns different licensees affiliated with the brokerage to separate parties. Each licensee shall not disclose, except to the real estate broker, confidential information relating to client. Buyer and Receiver's Initial's Below:	
The Licensee MAY OR MAY NOT	≅
MAY OR MAY NOT // in the future act for two or more parties who have interests adverse to each other. In acting for these parties, the licensee interest. Before a licensee may act for two or more parties, the licensee must give you a "Consent to Act" form to sign.	has a conflict of
I/We acknowledge receipt of a copy of this list of licensee duties, and have read and understand this disclosu	ıre.
Seller/Landlord: Geoff Winkler(Authorized Court Assigned Receiver) Date: Til	me:
AND THE PROPERTY OF THE PROPER	me:
Buyer/Tenant: NS Clean Manos/NS Member NJS Reps & Associates, LLC Date: 4-2-2024	me: 5:15 P.M.

Approved Nevada Real Estate Division Replaces all previous versions

Buyer/Tenant: Buyer/Tenant:



Time:

CONSENT TO ACT

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

DESCRIPTION OF TRANSACTION: The real estate to	ransaction is the sale and purchas	se; or lease; of
Property Address: Parcel #s 243-27-801-006 and #: 243-2		
s	earchlight	89046 .
In Nevada, a real estate licensee may act for more than one does so, he or she must obtain the written consent of each a licensee represent both yourself and the other party, you	party. This form is that consent. Be	owever, before the licensee efore you consent to having
Licensee: The licensee in this real estate transaction is	Steve A Guttman	("Licensee") whose
license number is <u>B.0028391</u> and who is affiliated wi	th Ultimate Realty, LLC	("Brokerage").
Seller/Landlord Geoff Winkler(Authorized Court Assigned Re	ceiver)	
Buyer/TenantNJS Reps & Associates, LLC Print Name		
CONFLICT OF INTEREST: A licensee in a real estate interests adverse to each other. In acting for these parties,		
pisclosure of confidential information of any brokerage a Licensee is required to do so by a court of competent jurisc Confidential information includes, but is not limited to, the disclosed, could harm one party's bargaining position or be	greement entered into with a party the diction or is given written permission to purchase, transcription to purchase, transcription to purchase, transcription to purchase.	o this transaction, unless n to do so by that party.
DUTIES OF LICENSEE: Licensee shall provide you wit disclosure form which lists the duties a licensee owes to al licensee's client. When representing both parties, the licer shall disclose to both Seller and Buyer all known defects in any information the licensee believes may be material or n with respect to this transaction.	I parties of a real estate transaction, usee owes the same duties to both so to the property, any matter that must	and those owed to the ller and buyer. Licensee be disclosed by law, and
NO REQUIREMENT TO CONSENT: You are not requ Reject this consent and obtain Represent yourself, Request that the licensee's broad		ng on your behalf. You may
CONFIRMATION OF DISCLOSE	URE AND INFORMATION CON	SENT
BY MY SIGNATURE BELOW, I UNDERSTAND AN identified licensee act for both the other party and me. By ramifications of this consent, and that I acknowledge that I	signing below, I acknowledge that	I understand the
/We acknowledge receipt of a copy of this list of licenses	duties, and have read and under	stand this disclosure.
	× NSchool	4-2-2 024 at5:15 P.M.
Seller/Landlord Date Time Geoff Winkler(Authorized Court Assigned Receiver)	Authorized person for NJS Rep	s & Associates, LLC
Seller/Landlord Date Time	Buyer/Tenant	Date Time

Approved Nevada Real Estate Division Replaces all previous editions

Page 1 of 1

524 Revised 05/01/05

Buyers: NJS Reps & Associates, LLC To Buy Two vacant Lots with Parcels: PN=243-27-801-006 & PN=243-27-801-004 Based on a Cash Offer Offer Purchase Price: \$95,000 \$95,000 Estimate Down Payment= \$0 Estimate Last Months Interest on First Position Loan: \$0 Estimate First Position Loan Reconveyance Fee= Association Transfer Tax Fee: 5.1 per thousand **\$0** Estimate Sales Commission= **\$0** Estimate Miscellaneous Title/Escrow Fees & Pro-Rations: \$150 Estimate Estimate \$425 Estimate 3-Months of Property Taxes-To be pro-rated Other: \$0 Estimate 1/2 of the Escrow Fee: \$450 Estimate Buyer has option to sign in escrow or by Esigning involving this cash transaction. \$0 Estimate Recording Fees and Courier & mailing fees: \$140 Estimate \$780 Estimate Owner's Title Policy from First American Title= \$0 Estimate No Association Dues: Estimate Estimate Estimate \$96,945 Total Buyer Costs & Down PAYMENT= The above figures are estimates only. These estimates Buyers have acknowledged, read, and received a represent realistic costs associated with your copy of this estimated cost sheet upon signing transaction and should be fairly reliable as of the date below: that you sign below. Purchaser's Signature:

Purchaser's Signature:

Date Signed: 4-2-2024

Tax Property Tax - One Page

	The state of the s			F. (1)		10 mm		
				D				
TN-RG-SE: 2 Tot Value: 5	243-27-801-006 28 - 63 - 27 \$67,480 SE 28-63-27	Pr	ddress: ropCity: and Use:	Searchlight Vacant Land		Censu: Zip Co	s Tract: 005 de: 890	
	11,13 Bloc PT MINERAL SUI		ubdivision: rea:	ssor Description	Bldg:		nit: Trac	:t:
£			– Land & E	Building Informa	tion			
Land Value: FrontxDpth: Acres: Lot SqFt:	\$192,800 19.280 839,837	Impr Value: Topography: Act Yr Blt: Eff Yr Blt:		Cost Class: Foundation: Basement:		io. Be	. Kooms: drooms:	Clark County
# of Buildings: Type Style: Stories: Roof Matrl: Roof Type:		Construction: Ext Wall: Flooring: Heat Systm: Air Cond:		Garage Cap Garage Type Parking Sp: Pool YN: Porch:	e:	Ful Ha Fir	throoms: Il Baths: If Baths: eplace YN: eplaces:	
Living Area: Building Sq Ft: Total Bldg: Prim Addition: Above Grade:		First Fir: Second Fir: Upper Area Sq Ft: Basement Area: Basement F:	•	ty Sub-Areas So Porch 1: Porch 2: Deck: 2nd Patio/D Basement U	eck:		g/Prkg: port:	
County:	PRICE \$120,000	12	DATE 2/06/16 1/29/02	Ва	DEED TYI Irgain & Salo Irgain & Salo Deed (Re	Deed Deed		
Curr: Prev:	TOTAL TAX \$1,701.64 \$1,701.64 \$1,701.64	2024 2023	TO \$	& Assessment TAL ASSD 6 7,480 6 7,480 6 7,480	IMPRV	LAND \$67,480 \$67,480 \$67,480	ASSD YEA 2024 2023 2022	AR EXEMPTIO
Deling:		Tot SA Bal:						
	INFORMATION	DEEMED RELIABLE	BUT NOT	SUARANTEED				

LVR DEEMS INFORMATION RELIABLE BUT NOT GUARANTEED. IT IS A VIOLATION TO PROVIDE DETAIL PRINTOUTS TO A CUSTOMER/CLIENT.

I/We acknowledge that I/We have read, understand, and received copy of this disclosure on 4-2-2024 by:

Tax Property Tax - One Page

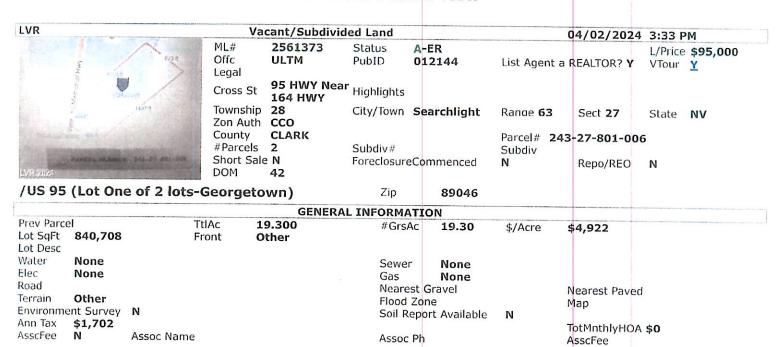
Property Parcel #: 243-27-801-004	
TN-RG-SE: 28 - 63 - 27	
Tot Value: Land Use: Vacant Land (Nec) GEO ID: SE 28-63-27 Assessor Description File-Page: Subdivision: Assr Lot: 11,13 Block: Area: Bldg: Unit: Tract:	·
GEO ID: SE 28-63-27 Assessor Description File-Page: Subdivision: Assr Lot: 11,13 Block: Area: Bldg: Unit: Tract:	
File-Page: Subdivision: Assr Lot: 11,13 Block: Area: Bldg: Unit: Tract:	
File-Page: Subdivision: Assr Lot: 11,13 Block: Area: Bldg: Unit: Tract:	
Assr Lot: 11,13 Block: Area: Bldg: Unit: Tract:	
Assi tot.	
ASST Desc: PT MINERAL SURVEY #2605 PT GEORGETOWN PT SE4 SEC 27 28 63	
Land & Building Information	
	County
FrontxDpth: Topography: Cost Class: Zoning:	
Acres: 0.020 Act Yr Blt: Foundation: Tot Rooms:	
Lot SqFt: 871 Eff Yr Blt: Basement: Bedrooms:	
# of Buildings: Construction: Garage Cap: Bathrooms:	
Type Style: Ext Wall: Garage Type: Full Baths:	
Slories: Flooring: Parking Sp: Half Baths:	
Roof Matrl: Heat Systm: Pool YN: Fireplace YN:	
Roof Type: Air Cond: Porch: Fireplaces:	
Property Sub-Areas SqFt	
Living Area: First Fir: Porch 1: Grg/Prkg:	
Building Sg Ft: Second Fir: Porch 2: Carport:	
Total Bidg: Upper Area Sq Ft: Deck:	
Prim Addition: Basement Area: 2nd Patio/Deck:	
Above Grade: Basement F: Basement U:	
Sales Information	
PRICE DATE DEED TYPE	
12/06/16 Bargain & Sale Deed	
02/22/00 Barrain & Sala Dood	
County: 63/23/09 Bargain & Sale Deed	
Deed (Reg)	
Deed (reg)	
Tax & Assessment	
TOTAL TAX	XEMPTIO
Cuir.	
Prev: 2022 2022	
2022	
Deling: Tot SA Bal:	
INFORMATION DEEMED RELIABLE BUT NOT GUARANTEED	

LVR DEEMS INFORMATION RELIABLE BUT NOT GUARANTEED. IT IS A VIOLATION TO PROVIDE DETAIL PRINTOUTS TO A CUSTOMER/CLIENT.

I/We acknowledge that I/We have read, understand, and received copy of this disclosure on 4-2-2024 by:

Sign

Client Brochure View



Public Remarks These two parcels have great potential*The lots have beautiful mountain views*The following 2-Parcels are being sold together for a total of 19.3 Acres at an asking price of \$95,000: First Parcel: Parcel #243-27-801-006(19.28 Acres) has H-2 zoning and R-U zoning on the same lot(See attached zoning pictures) and Second Parcel: Parcel #243-27-801-004(.02 Acres) has H-2 zoning*Both parcels have highway frontage on US 95*The sale of both parcels are contingent upon District Court approval and the sale of both parcels are being sold in an "As Is" condition*Buyer to verify all zoning and utilities.

Presented by: Office Name

Ultimate Realty, LLC

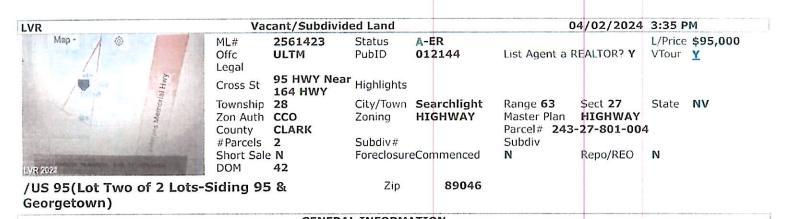
Agent Steve A. Guttman B.0028391

LVR DEEMS INFORMATION RELIABLE BUT NOT GUARANTEED. IT IS A VIOLATION TO PROVIDE DETAIL PRINTOUTS TO A CUSTOMER/CLIENT.

I/We acknowledge that I/We have read, understand, and received copy of this disclosure on 4-2-2024 by:

Sign

Client Brochure View



			GENER	RAL INFORMATIO	NC		
Prev Parce	el	TtlAc	19.300	#GrsAc	19.30	\$/Acre	\$4,922
Lot SqFt	840,708	Front	Other				
Lot Desc							
Water	None			Sewer	None		
Elec	None			Gas	None		
Road				Nearest 0	3ravel		Nearest Paved
Terrain	Other			Flood Zor	ne		Мар
Environm	ent Survey	N		Soil Repo	rt Available	N	
Ann Tax	\$0						TotMnthlyHOA \$0
AsscFee	N	Assoc Name		Assoc Ph			AsscFee

Public Remarks These two parcels have great potential*The lots have beautiful mountain views*The following 2-Parcels are being sold together for a total of 19.3 Acres at an asking price of \$95,000: First Parcel: Parcel #243-27-801-006(19.28 Acres) has H-2 zoning and R-U zoning on the same lot(See attached zoning pictures) and Second Parcel: Parcel #243-27-801-004(.02 Acres) has H-2 zoning*Both parcels have highway frontage on US 95*The sale of both parcels are contingent upon District Court approval and the sale of both parcels are being sold in an "As Is" condition*Buyer to verify all zoning and utilities.

Presented by: Office Name

Ultimate Realty, LLC

Agent Steve A. Guttman B.0028391

LVR DEEMS INFORMATION RELIABLE BUT NOT GUARANTEED. IT IS A VIOLATION TO PROVIDE DETAIL PRINTOUTS TO A CUSTOMER/CLIENT.

I/We acknowledge that I/We have read, understand, and received copy of this disclosure on 4-2-2024 by:

ly a





VACANT LAND PURCHASE AGREEMENT

	(Joint Escrow	Instructions)		
	(,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,	Date:	4/2/2024
NJS Reps & As	sociates, LLC	("Buy	ver''), hereb	y offers to purchase
	06 and #: 243-27-801-004	(54)		("Property/Legal"),
consisting of Approxim		square feet of land, within the		
Searchligh	, County of 6 & 243-27-801-004 _for the purchase pr	Clark , State ice of \$ 95,000.00	of Nevada	
	ompany shall be First American Titl		ASCTOW O	("Purchase Price").
	ael Carter has a contact phone nur		CSCIOW C	ilicer shall be
	<u> </u>			
	Office 9 Ac			
1. FINANCI	Offer & Ac	ceptance		
I. FINANCI	AL TERMS & CONDITIONS.			
\$ 9,500.00 A. E	ARNEST MONEY DEPOSIT ("EMD"	") is \square presented with this offer	-OR- 🗷 🗂	ne Deposit
N-	be wired to escrow-See below.			arnest Money to be
	sited within one (1) business day from a			
	business days if wired to: Escrow Hol	The state of the s	Personal Action Control Contro	
	er's Trust Account. (NOTE: It is a felony in O fine—to write a check for which there are i			years in prison and a
\$3,00	o jine—io write a check for which there are i	nsujjicieni junas. IVKS 195.150(2)(a)	1.)	
\$ 0.00 B. A	DDITIONAL DEPOSIT to be placed in	n escrow on or before (date)		. The
ado	litional deposit will - OR - will not be c	onsidered part of the EMD. (An	conditions	s on the
ado	litional deposit should be set forth in Sec	ction 27 herein.)		
\$ 0.00 C. C	ONITINGENOV DEDOCIT 4- 11	1:(4-4-)		. This
	ONTINGENCY DEPOSIT to be place osit shall be released to seller upon remo		PE-90	
	es to sign any documentation required by			
		,,,,		
	HIS AGREEMENT IS CONTINGEN		NG FOR A	NEW LOAN:
∐ Co	onventional \square FHA \square VA \square Other (spe	ecify)		
\$ 0.00 E. T	HIS AGREEMENT IS CONTINGEN	T HPON RHVER OHALIEVE	NG TO AS	SUME THE
	LLOWING EXISTING LOAN(S): \Box			
	rest: Fixed rate, years – OR –			
	Promissory Note and the most recent mon		ssumed by I	Buyer within FIVE
(5)	calendar days of acceptance of offer.			
\$ 0.00 F.B	UYER TO EXECUTE A PROMISSOI	DV NOTE SECUDED BY DEL	n of TD	HET DED TEDME
	HE "FINANCING ADDENDUM" wh		DUTIN	USI FER TERMS
A11 A	THE THIRD CONTROL WA	is account in the		
\$_85,500.00 G. B	ALANCE OF PURCHASE PRICE (B	alance of Down Payment) in Go	od Funds to	be paid prior to
Close	e of Escrow ("COE").			
# 05.000.00 TY M	OTAL BUDGUAGE BDICE (This was	- DOES NOT in all de alerium a		
	OTAL PURCHASE PRICE (This price ith the purchase of the Property as defin		osis, prorati	ons, or other fees
and costs associated w	the parenase of the Property as define	od norom.)		
Each party acknowledges	that he/she has read, understood, and agrees	to each and every provision of this p	age unless a	particular paragraph is
otherwise modified by add		6	MIC	
Buyer's Name(s): NJS Re	us a Associates, LLC	BUYER(S) INITIALS:	1071	
Property Address: Parcel #	t's 243-27-801-006 and #: 243-27-801-004	SELLER(S) INITIALS	1	1 1
Rev. 10.22	©2020 Greater Las Vegas Association of RE.			Page 1 of 10

2.	ADDITIONAL FINANCIAL TERMS & CONTINGENC	CIES:	
from a	A. CASH PURCHASE: Within 2 business days a bona fide financial institution of sufficient cash available to cope within the above period. Salley recovered to the second sufficient cash available to cope within the above period.	mnlete this nurchase If Day	to provide written evidence
eviden	ace within the above period, Seller reserves the right to terminat	e this Agreement.	does not submit the written
3.	ADDITIONAL CONTINGENCIES (MARK THOSE THA	AT APPLY):	
	A. (<u>X</u>) Zoning: Buyer shall have <u>2</u> calendar days availability of any necessary approval by governmental or use permits	from acceptance to assure its authorities for variances, 20	elf, at Buyer's expense, of the ning changes, annexation and
	or use permits. B. Other: None		
	C: It is disclosed that Geoff Winkler(the Court An	pointed Receiver) has r	o knowledge and/or
	documentation involving the following issues regard two parcel numbers: 243-27-801-006 and 24	ling the vacant lots with	the followng
	i. Soils, geotechnical reports, appraisals, environme	ental studies	
	ii. Current zoning documentation; iii. Vacant land disclosure;	,	
	iv. Open Range Disclosure pursuant to NRS 113 66		
	v. Proof of beneficial use if water rights are bein transaction;		
	vi. Hazardous Conditions: Buyer shall have d expense, to satisfy itself with regard to the enviro	ays to complete a Phase 1 en	vironmental study, at Buyer's
	vii. Other	nimental aspects of the Prope	rty.
4.	SELLER WARRANTIES:		
	A. Seller warrants that Seller has not received nor is S pending or threatened action or litigation) from jurisdiction requiring any week to be described.	eller aware of any notification	on, demand or request (or any
	jurisdiction, requiring any work to be done on or at	fecting the property or indicate	ating an intent to condemn the
	B. Seller warrants that Seller has no actual knowledge.	of any violation of law mun	icinal or county andings
	other legal requirements affecting the property, or withereon.	ith respect to the use of occu	pancy thereof, or construction
	C. Seller further warrants that in the event Seller acquire	s any such knowledge or rece	vives any such notice or notices
	prior to the close of escrow Seller shall correct any p of escrow, said information or notices shall be submi	problem at Seller's sole cost a tted to Buyer for its examina	and expense on or before close tion and written approval.
5.	IRC 1031 EXCHANGE: Seller and/or Buyer may make this to	ransaction new of an IDC 102	1 . 1
to mak	te this transaction part of an IRC 1031 exchange will pay all add	itional expenses associated th	gravith at no post to the -th-
	The other party agrees to execute any and all documents necess	ary to effectuate such an excl	nange.
6.	A. OPENING OF ESCROW: The purchase of the Propose of Escreward and Propose of Escrew	perty shall be consummated t	hand Francis
Openin	ing of Escrow shall take place by the end of one (1) calendar day	y after execution of this Agre	ement (Opening of Escrow").
"Escro	ow Holder") with Rachael Carter ("Escroy	title or escrow con	npany ("Escrow Company" or
Compa	any may assign). Opening of Escrow shall occur upon Escrow	Company's receipt of this f	
receipt	of the EMD (if applicable). Escrow Holder will notify the Partial the Escrow Number.	ies (through their respective I	Brokers) of the Opening
Each part	ty acknowledges that he/she has read, understood, and agrees to each and e	very provision of this page unless	Darticular paragraph is otherwise
moainea	by addendum or counteroffer. fame(s): NJS Reps & Associates, LLC		
		BUYER(S) INITIALS:	
Property A Rev. 10.22	Address: Parcel #s 243-27-801-006 and #: 243-27-801-004	SELLER(S) INITIALS:	
	©2020 Greater Las Vegas Association of REALTORS®		Page 2 of 10

1
2
3
4
5
7
8
9
10
11
12
13
14
15
10
1 2
19
20
21
22
23
24
25
26
28
29
30
31
32
33
34
35
36
3/
30
39 40
41
42
43
44
45
46

50

51

52

53

54

- B. EARNEST MONEY: Upon Seller and Buyer signing this Agreement and all counteroffers or addenda, Buyer's EMD as shown in Paragraph 1(A), and 1(B) if applicable, of this Agreement, shall be deposited per the Earnest Money Receipt Notice and Instructions contained herein.
- C. Close of Escrow("COE") shall be on or before Five(5) business days after the court has approved this Purchase Agreement involving the sale of the two lots being purchased; this close of escrow date shall not exceed the date of June 30, 2024.
- D. IRS DISCLOSURE: Seller is hereby made aware that there is a regulation that requires all ESCROW HOLDERS to complete a modified 1099 form, based upon specific information known only between parties in this transaction and the ESCROW HOLDER. Seller is also made aware that ESCROW HOLDER is required by federal law to provide this information to the Internal Revenue Service after COE in the manner prescribed by federal law.
- 7. BUYER'S DUE DILIGENCE: Buyer's obligation **I** is -OR- is not conditioned on the Buyer's Due Diligence as defined in this section 7(A) below. This condition is referred to as the "Due Diligence Condition" if checked in the affirmative, Sections 7 (A) through (C) shall apply; otherwise they do not. Buyer shall have ____ calendar days from Acceptance (as defined in Section 22 herein) to complete Buyer's Due Diligence. Seller agrees to cooperate with Buyer's Due Diligence.
- PROPERTY INSPECTION/CONDITION: During the Due Diligence Period, Buyer shall take such action A. as Buyer deems necessary to determine whether the Property is satisfactory to Buyer including, but not limited to, whether the Property is insurable to Buyer's satisfaction, whether there are unsatisfactory conditions surrounding or otherwise affecting the Property (such as location of flood zones, airport noise, noxious fumes or odors, environmental substances or hazards, whether the Property is properly zoned, locality to freeways, railroads, places of worship, schools, etc.) or any other concerns Buyer may have related to the Property. During such Period, Buyer shall have the right to conduct, non-invasive/non-destructive inspections through licensed and bonded contractors or other qualified professionals. Seller agrees to provide reasonable access to the Property to Buyer and Buyer's inspectors. Buyer agrees to indemnify and hold Seller harmless with respect to any injuries suffered by Buyer or third parties present at Buyer's request while on Seller's Property conducting such inspections, tests or walk-throughs. Buyer's indemnity shall not apply to any injuries suffered by Buyer or third parties present at Buyer's request that are the result of an intentional tort, gross negligence or any misconduct or omission by Seller, Seller's Agent or other third parties on the Property. Buyer is advised to consult with appropriate professionals regarding neighborhood or Property conditions, including but not limited to: schools; proximity and adequacy of law enforcement; proximity to commercial, industrial, or agricultural activities; crime statistics; fire protection; other governmental services; existing and proposed transportation; construction and development: noise or odor from any source; and other nuisances, hazards or circumstances. If Buyer cancels this Agreement due to a specific inspection report, Buyer shall provide Seller at the time of cancellation with a copy of the report containing the name, address, and telephone number of the inspector.
- B. BUYER'S RIGHT TO CANCEL OR RESOLVE OBJECTIONS: If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 7, cancel the Purchase Agreement by providing written notice to the Seller, whereupon the Earnest Money Deposit referenced in Section 1(A) shall be released to the Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 7, resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.
- C. FAILURE TO CANCEL OR RESOLVE OBJECTIONS: If Buyer fails to cancel the Purchase Agreement or fails to resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 7, Buyer shall be deemed to have waived the Due Diligence Condition.

BUYER(S) INITIALS:	NSI	/	/	X

D. INSPECTIONS: Acceptance of this offer is subject to the following reserved right. Buyer may have the Property inspected and select the licensed contractors, certified building inspectors, and/or other qualified professionals who will inspect the Property. It is strongly recommended that Buyer retain licensed Nevada professionals to conduct inspections. If any inspection is not completed and requested repairs are not delivered to Seller within the Due Diligence Period, Buyer is deemed to have waived the right to that inspection and Seller's liability for the cost of all repairs that inspection would have reasonably

Each party acknowledges	that he/she has read, understood, and agrees to each and eve	ery provision of this page unle	ss a particul:	ar parag	raph is othe	rwise
modified by addendum of Buyer's Name(s): NJS Re		BUYER(S) INITIALS:	151			×
Property Address: Parcel Rev. 10.22	#'s 243-27-801-006 and #: 243-27-801-004 ©2020 Greater Las Vegas Association of REALTORS®	SELLER(S) INITIALS:	/		/	
Rev. 10.22	©2020 Greater Las Vegas Association of REALTORS®	,			Page 3 o	1 10



8

9

10

11 12

13 14

15 16

17

18 19

20

21

22 23

24 25

26

27

28

29

30 31

32 33

34

35

36

37

38

39 40

41 42

43

44

identified had it been conducted, except as otherwise provided by law. The foregoing expenses for inspections will be paid outside of Escrow unless the Parties present instructions to the contrary prior to COE, along with the applicable invoice.

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

Туре	Paid By	Type	Paid By	Type	Paid By
Survey (type):	Buyer	Septic Inspection	N/A	Inspection	Buyer
Soils Inspection	Buyer	Well Inspection (Quantity)	Buyer	Well Inspection (Quality)	N/A
Other:		Other: Well related Inspection	Buyer	Other: Any Inspection:	Buyer

- **CERTIFICATIONS:** In the event an inspection reveals areas of concern, Buyer reserves the right to require a certification. The expenses for certifications will be paid outside of Escrow unless the Parties present instructions to the contrary prior to COE (along with the applicable invoice). A certification is not a warranty.
- FEES, AND PRORATIONS (Identify which party shall pay the costs noted below either: SELLER, BUYER, 50/50, WAIVED or N/A.)

A. TITLE, ESCROW & APPRAISAL FEES:

Туре	Paid By	Туре	Paid By	Туре	Paid By
Escrow Fees	50/50	Appraisal	Waived	Owner's Title Policy	Buyer
Real Property Transfer		Other:		Other:	
Tax	Seller				

- PRORATIONS: Any and all rents, taxes, interest, Common Interest Community (CIC) fees, trash service fees, payments on bonds, SIDs, LIDs, and assessments assumed by the Buyer, and other expenses of the property shall be prorated as of the date of the recordation of the deed. Security deposits, advance rentals or considerations involving future lease credits shall be credited to the Buyer. All prorations will be based on a 30-day month and will be calculated as of COE. Prorations will be based upon figures available at closing. Any supplemental or adjustments that occur after COE will be handled by the parties outside of Escrow.
- C. PRELIMINARY TITLE REPORT: Within ten (10) business days of Opening of Escrow, Title Company shall provide Buyer with a Preliminary Title Report ("PTR") to review, which must be approved or rejected within five (5) business days of receipt thereof. If Buyer does not object to the PTR within the period specified above, the PTR shall be deemed accepted. If Buyer makes an objection to any item(s) contained within the PTR, Seller shall have five (5) business days after receipt of objections to correct or address the objections. If, within the time specified, Seller fails to have each such exception removed or to correct each such objection, Buyer shall have the option to: (a) terminate this Agreement by providing notice to Seller and Escrow Officer, entitling Buyer to a refund of the EMD or (b) elect to accept title to the Property as is. All title exceptions approved or deemed accepted are hereafter collectively referred to as the "Permitted Exceptions."
- In addition to Seller's expenses identified herein, Seller will contribute D. CLOSING FEES: to Buyer's Lender's Fees M including -OR- are excluding costs which Seller must pay pursuant to loan program requirements, Title and Escrow Fees and/or Buyer's reoccurring and non-reoccurring closing fees that may include brokerage Commissions not covered as part of the cooperation offered but not limited to. Different loan types (e.g., FHA, VA, conventional) have different appraisal and financing requirements, which will affect the parties' rights and costs under this Agreement.
- 9. TITLE INSURANCE: This Purchase Agreement is contingent upon the Seller's ability to deliver, good and marketable title as evidenced by a policy of title insurance, naming Buyer as the insured in an amount equal to the purchase price, furnished by the title company identified in Section 6(A). Said policy shall be in the form necessary to effectuate marketable title or its equivalent and shall be paid for as set forth in Section 8(A).

Each party acknowledges that he/she has read, understood, and agrees to each and ev	very provision of this page unle	ss a particul	ar paragi	aph is oth	erwise
modified by addendum or counteroffer. Buyer's Name(s): NJS Reps & Associates, LLC	_ BUYER(S) INITIALS:	NSI		/	×
Property Address: Parcel #'s 243-27-801-006 and #: 243-27-801-004	_ SELLER(S) INITIALS:			/	-610
Rev. 10.22 ©2020 Greater Las Vegas Association of REALTORS	® (B)			Page 4	of 10



• Pursuant to NRS 116.4109, Buyer may cancel this Agreement without penalty until midnight of the fifth (5th) calendar day following the date of receipt of the resale package. If Buyer elects to cancel this Agreement pursuant to this statute, he/she must deliver, via hand delivery, prepaid U.S. mail, or electronic transmission, a written notice of cancellation to Seller or his or her authorized agent.

If Buyer does not receive the resale package within fifteen (15) calendar days of Acceptance, this Agreement may be cancelled in full by Buyer without penalty. Notice of cancellation shall be delivered pursuant to Section 23 of the VLPA.

Upon such written cancellation, Buyer shall promptly receive a refund of the EMD. The parties agree to execute any documents requested by ESCROW HOLDER to facilitate the refund. If written cancellation is not received within the specified time period, the resale package will be deemed approved. Seller shall pay all outstanding CIC fines or penalties at COE.

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

Туре	Paid By	Туре	Paid By	Туре	Paid By
CIC Demand	N/A	CIC Capital Contribution	N/A	CIC Transfer Fees	N/A
Other:	N/A	Other:	N/A	Other:	
			10//		N/A

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

12. DELIVERY OF POSSESSION: Seller shall deliver the Property upon COE. Seller agrees to vacate the Property and leave the Property in a neat orderly condition and tender possession no later than ** COE -OR-**. In the event Seller does not vacate the Property by this time, Seller shall be considered a trespasser in addition to Buyer's other legal and equitable remedies. Any personal property left on the Property after the date indicated in this section shall be considered abandoned by Seller.

13. WATER RIGHTS: The following water rights will be transferred with the sale of the Property with no real value unless stated otherwise herein: none () -OR- () none remaining with the property -OR- ---- shares permit # ----- certificate # _____. Should water rights be transferred with the sale of the Property proof of beneficial use shall be provided to the Buyer within five (5) days of Acceptance.

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

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

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

Each party acknown modified by addend	ledges that he/she has read, understood, and agrees to each and o lum or counteroffer.	every provision of this page unles	s a parti	cular p	aragraph is o	therwise
	JS Reps & Associates, LLC	BUYER(S) INITIALS:	<u>S</u>	_/_		×
	arcel #'s 243-27-801-006 and #: 243-27-801-004	SELLER(S) INITIALS:	_/_	/_	/	_
Rev. 10.22	©2020 Greater Las Vegas Association of REALTORS®				Page 5 of	10

17	DEFAUL	т.
1/.	DEFRUL	

A. Other: Not Applicable.

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

Instructions to Escrow

- 18. ESCROW: If this Agreement or any matter relating hereto shall become the subject of any litigation or controversy, Buyer and Seller agree, jointly and severally, to hold Escrow Holder free and harmless from any loss or expense, except losses or expenses as may arise from Escrow Holder's negligence or willful misconduct. If conflicting demands are made or notices served upon Escrow Holder with respect to this Agreement, the parties expressly agree that Escrow is entitled to file a suit in interpleader and obtain an order from the Court authorizing Escrow Holder to deposit all such documents and monies with the Court, and obtain an order from the court requiring the parties to interplead and litigate their several claims and rights among themselves. Upon the entry of an order authorizing such Interpleader, Escrow Holder shall be fully released and discharged from any obligations imposed upon it by this Agreement; and Escrow Holder shall not be liable for the sufficiency or correctness as to form, manner, execution or validity of any instrument deposited with it, nor as to the identity, authority or rights of any person executing such instrument, nor for failure of Buyer or Seller to comply with any of the provisions of any agreement, contract or other instrument filed with Escrow Holder or referred to herein. Escrow Holder's duties hereunder shall be limited to the safekeeping of all monies, instruments or other documents received by it as Escrow Holder, and for their disposition in accordance with the terms of this Agreement. In the event an action is instituted in connection with this escrow, in which ESCROW HOLDER is named as a party or is otherwise compelled to make an appearance, all costs, expenses, attorney fees, and judgments ESCROW HOLDER may expend or incur in said action, shall be the responsibility of the parties hereto.
- 19. UNCLAIMED FUNDS: In the event that funds from this transaction remain in an account, held by ESCROWHOLDER, for such a period of time that they are deemed "abandoned" under the provisions of Chapter 120A of the Nevada Revised Statutes, ESCROW HOLDER is hereby authorized to impose a charge upon the dormant escrow account. Said charge shall be no less than \$5.00 per month and may not exceed the highest rate of charge permitted by statute or regulation. ESCROW HOLDER is further authorized and directed to deduct the charge from the dormant escrow account for as long as thefunds are held by ESCROW HOLDER.

Each party acknowledge	s that he/she has read, understood, and agrees to each and eve	ery provision of this page unle	ss a parti	cular pa	ragraph is	otherwi
modified by addendum	or counteroffer.				-	
Buyer's Name(s): NJS F	Reps & Associates, LLC	BUYER(S) INITIALS:	151_	/		×
Property Address: Parce	l #'s 243-27-801-006 and #: 243-27-801-004	SELLER(S) INITIALS:		1	1	
Rev. 10.22	©2020 Greater Las Vegas Association of REALTORS®	50 W.			Page 6 of	10

Brokers

1 2

3 4

5

6

7

8

10

11 12

13

14 15

16 17

18

19

20

21

2223

24 25

26 27

28

29

30

31

32 33

34

35

36

37

38

39

40

41

42

43

44

45

46 47

48 49

50

- BROKER'S COMPENSATION/FEES: Buyer herein requires, and Seller agrees, as a condition of this Agreement, that Seller will pay Listing Broker and Buyer's Broker, who becomes by this clause a third party beneficiary to this Agreement, that certain sum and/or percentage of the purchase price (commission), that Seller, or Seller's Broker, offered for the procurement of ready, willing and able Buyer via the Multiple Listing Service, any other advertisement or written offer. Seller understands and agrees that if Seller defaults hereunder, Buyer's Broker, as a third-party beneficiary of this Agreement, has the right to pursue all legal recourse against Seller for any commission due. In addition to any amount due to Buyer's Broker from Seller or Seller's Broker, Buyer will -OR-xill not pay Buyer's Broker additional compensation in an amount determined between the Buyer and Buyer's Broker.
- 21. HOLD HARMLESS AND WAIVER OF CLAIMS: Buyer and Seller agree that they are not relying upon any representations made by Brokers or Broker's agent. Buyer acknowledges that at COE, the Property will be sold AS-IS, WHERE-IS without any representations or warranties, unless expressly stated herein. Buyer agrees to satisfy himself, as to the condition of the Property, prior to COE. Buyer acknowledges that any statements of acreage or square footage by Brokers are simply estimates, and Buyer agrees to make such measurements, as Buyer deems necessary, to ascertain actual acreage or square footage. Buyer waives all claims against Brokers for (a) defects in the Property; (b) inaccurate estimates of acreage or square footage; (c) environmental waste or hazards on the Property; (d) the fact that the Property may be in a flood zone; (e) the Property's proximity to freeways, airports or other nuisances; (f) the zoning of the Property; (g) tax consequences; or (h) factors related to Buyer's failure to conduct walk-throughs or inspections. Buyer assumes full responsibility for the foregoing and agrees to conduct such tests, walk-throughs, inspections and research, as Buyer deems necessary. In any event, Broker's liability is limited, under any and all circumstances, to the amount of that Broker's commission/fee received in this transaction.

Other Matters

17. DEFINITIONS: "Acceptance" means the date that both parties have consented to a final, binding contract by affixing their signatures to this Agreement and all counteroffers and said Agreement and all counteroffers have been delivered to both parties pursuant to Section 23 herein. "Agent" means a licensee working under a Broker. "Agreement" includes this document as well as all accepted counteroffers and addenda. "ALTA" means the American Land Title Association." "Appurtenance" means an object attached to or a right to be used with land. "Bona Fide" means genuine. "Buyer" means one or more individuals or the entity that intends to purchase the Property. "Broker" means the Nevada licensed real estate broker listed herein representing Seller and/or Buyer (and all real estate agents associated therewith). "Calendar Day" means a calendar day from/to midnight unless otherwise specified. "CIC" means Common Interest Community (formerly known as "HOA" or homeowners associations). "CIC Capital Contribution" means a one-time, non-administrative fee, cost or assessment charged by the CIC upon change of ownership. "CIC Transfer Fees" means the administrative service fee charged by a CIC to transfer ownership records. "CLTA" means the California Land Title Association. "COE" means the time of recordation of the deed in Buyer's name. "Default" means the failure of a Party to observe or perform any of its material obligations under this Agreement; also known as breach of contract. "Down Payment" is the Purchase Price less loan amount(s). "EMD" means Buyer's earnest money deposit. "Escrow Holder" means the neutral party that will handle the escrow. "Estoppel" means to assess the existing terms of lease obligations of existing tenants in a tenant-occupied property transaction. "GLVAR" means the Greater Las Vegas Association of REALTORS®. "Good Funds" means an acceptable form of payment determined by ESCROW HOLDER in accordance with NRS 645A.171. "Gross Acres" means the entire acreage of a site including developable and undevelopable portions. "IRC" means the Internal Revenue Code (tax code). "LID" means Limited Improvement District. "MAI" means a Master of Appraisal Institute designee who is experienced in the valuation and evaluation of commercial, industrial, residential and other types of properties. "Net Acres" means the portion of a site that can actually be developed. "NRS" means Nevada Revised Statues as Amended. "Party" or "Parties" means Buyer and Seller. "PTR" means Preliminary Title Report. "Property" means the real property and any personal property included in the sale as provided herein. "Receipt" means delivery to the party or the party's agent. "Seller" means one or more individuals or the entity that is the owner of the Property. "SID" means Special Improvement District. "Title Company" means the company that will provide title insurance. "USC" is the United States Code. "VA" is the Veterans Administration.

Each party acknowledges that he/she has read, understood, and agrees to each an	d every provision of this page unle	ss a parti	cular pa	ragraph i	s otherwise
modified by addendum or counteroffer.					V
Buyer's Name(s): NJS Reps & Associates, LLC	BUYER(S) INITIALS:	15,_	/	/	
Property Address: Parcel #'s 243-27-801-006 and #: 243-27-801-004	SELLER(S) INITIALS:	/		/_	0000000
Rev. 10.22 ©2020 Greater Las Vegas Association of REALTOR.	S®			Page 7	of 10



23. SIGNATURES, DELIVERY, AND NOTICES:

- A. This Agreement may be signed by the parties on more than one copy, which, when taken together, each signed copy shall be read as one complete form. This Agreement (and documents related to any resulting transaction) may be signed by the parties manually or digitally. Facsimile signatures may be accepted as original.
- B. Delivery of all instruments or documents associated with this Agreement shall be delivered to the Agent for Seller or Buyer.
- C. Except as otherwise provided herein or by Nevada Statute, when a Party wishes to provide notice as required in this Agreement, such notice shall be sent regular mail and/or by facsimile or electronic transmission to the Agent for that Party. The notification shall be effective when mailed and/or faxed or received by electronic transmission. Any cancellation notice shall be sent to Escrow.
- 24. APPRURTENANCES: The following appurtenances will be transferred with the sale of the Property with no real value unless stated otherwise herein: All landscaping and/or debri on the two lots.
- 25. Other: Not Applicable.

- 26. OTHER ESSENTIAL TERMS: Time is of the essence. No change, modification or amendment of this Agreement shall be valid or binding unless such change, modification or amendment shall be in writing and signed by each party. This Agreement will be binding upon the heirs, beneficiaries and devisees of the parties hereto. This Agreement is executed and lintended to be performed in the State of Nevada, and the laws of that state shall govern its interpretation and effect. The parties agree that the county and state in which the Property is located is the appropriate forum for any action relating to this Agreement. Should any party hereto retain counsel for the purpose of initiating litigation to enforce or prevent the breach of any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and costs incurred by such prevailing party.
- THIS IS A LEGALLY BINDING CONTRACT. All parties are advised to seek independent legal and tax advice to review the terms of this Agreement.
- NO REAL ESTATE BROKER/AGENT MAY SIGN FOR A PARTY TO THIS AGREEMENT UNLESS THE BROKER OR AGENT HAS A PROPERLY EXECUTED POWER OF ATTORNEY TO DO SO.

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

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

nd every provision of this page unless a p	articular p	aragraph is otherwis	æ
BUYER(S) INITIALS: 125	/		
SELLER(S) INITIALS:/	/	/	
	BUYER(S) INITIALS: //	BUYER(S) INITIALS: 105 / / SELLER(S) INITIALS: / /	SELLER(S) INITIALS: / / /

Rev. 10.22

modified by addendum or counteroffer. Buyer's Name(s): NJS Reps & Associates, LLC

Property Address: Parcel #'s 243-27-801-006 and #: 243-27-801-004

27. ADDENDUM(S) ATTACHED:

The two-page Addendum dated April 2, 2024, is included in this agreement.

28.AI	DI	TION	MAL	TF	RMS:
-------	----	------	-----	----	------

Buyer understands that Braun International Real Estate is a CA Broker with a license number of 019112556. Braun International Real Estate hired Ultimate Realty, LLC(A Nevada Listing Broker with license # B.28391.LLC) to market for sale in Nevada the two lots known as parcel numbers 243-27-801-006 and 243-27-801-004. The sale of these two lots are contingent upon Court approval. The court-assigned Receiver Geoff Winkler has the authority to sign this agreement to sell both lots. It is disclosed that Geoff Winkler does not know the existing use or potential use of the two subject property lots being sold and Geoff Winkler does not know the condition of those two lots being sold.

Buyer's Acknowledgement of Offer

Confirmation of Represe	entation: The Buyer and the S	eller are represente	ed in this tra	ansaction l	by:	
Buyer's Broker:	Steve Guttman	Agent's Name:		Steve Gut	tman	
Company Name:	Ultimate Realty, LLC	Agent's License l			28391.LLC	
Broker's License Number		Office Address:33				
Phone:	702-290-7027	_ City, State, Zip:_		Vegas	NV	89123
Fax:877-843-6033		_ Email:		evada@gma	il.com	
is a principal in a transact **DOES NOT have an **DOES have the follows:	SCLOSURE OF INTEREST: Pution or has an interest in a principal interest in a principal to the transawing interest, direct or indirect, in interest in Buyer (if Buyer is an entity).	l to the transaction. Li action. –OR – this transaction: ☐ Pri	censee decla	res that he/s	she:	
Agreement is accepted, offer shall lapse and be	6:00(AM/E PM) on (more rejected or countered below and of no further force and effect. Under the disclosures, and attach	delivered to the Buy pon Acceptance, Buy	er's Broker er agrees to	before the	above da y each	te and time, this provision of is
N7 cherry	NJS Reps & /	Associates, LLC	4-4-2	4 <u>551</u> Time	5- DAI	M (PM
Buyer's Signature	Buyer's Printe	d Name	Date	Time		
Buyer's Signature	Buyer's Printe	d Name	Date	Time	DAI	М □РМ
Buyer's Signature	Buyer's Printe	d Name	Date	Time	DA1	М □РМ
Buyer's Signature	Buyer's Printe	d Name	Date	Time		М □РМ

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

BUYER(S) INITIALS:

SELLER(S) INITIALS:

Page 9 of 10

©2020 Greater Las Vegas Association of REALTORS®

Comm manuli di K	enrecentation. The Callander	ler's Response	No. 11 S Post		
	epresentation: The Seller and Bu	iyer are represented	in this trans	action by:	
Seller's Broker:		Agent's Name:	8	Steve A Gut	ttman
Company Name:		Agent's License	Number:	B.28	391 LLC
Broker's License Nu	umber:B.28391.LLC	Office Address:8	275 S. Eastern	Ave., Unit#	200
Phone:	7027922304	City, State, Zip:_	Las	Vegas	NV 89123
Fax:	8778436033	Email:	stevegne	vada@gmai	il.com
SELLED LICENSE	E DICCI OCUPE OF INTERPRET				
he/she is a principal i	E DISCLOSURE OF INTEREST	: Pursuant to NRS 645.	252(1)(c), a r	eal estate li	censee must disclose
X DOES NOT have	n a transaction or has an interest in a e an interest in a principal to the tran	principal to the transac	tion. Licensee	e declares th	nat he/she:
DOES have the f	following interest direct or indirect	isaction. –OR–		,	
relationship with Sell	following interest, direct or indirect, er or ownership interest in Seller (if	Soller is an antitule (and	incipal (Selle	r) –OR – ⊔	family or firm
	or or ownership interest in Benef (if	Selici is all elitity): (spe	city relations	nip)	
Real Property Tax Ac corporation; or a fore information for determ	le (as designated in the Seller's Resp e indicating whether Seller is a for et (FIRPTA). A foreign person is a n eign partnership, trust or estate. A ru mining status may be found at www	reign person or a nonrest conresident alien individues the soy Buyer and Sell	sident alien p ual; a foreign idered a forei	corporation gn person that if Soll	the Foreign Investmen not treated as a domunder FIRPTA. Addition
exemption applies. Se Buyer's FIRPTA Des SELLER DECLA withholding. SEL ACCEPTA and all signed add COUNTER	eller agrees to sign and deliver to the ignee, to determine if withholding is RES that he/she E is not -OR- iLER(S) INITIALS: / ANCE: Seller(s) acknowledges that enda, disclosures, and attachments. R OFFER: Seller accepts the terms	Buyer's FIRPTA Designs required. (See 26 USC) is a foreign person there he/she accepts and agrees of this Agreement subject to the subject to	A Designee in nee the necess Section 1445 fore subjection set to be bounded to the attack.	n accordance sary documents. g this transated by each proceed Counter.	ee with FIRPTA, unlessents, to be provided by action to FIRPTA ovision of this Agreemer Offer #1.
exemption applies. Se Buyer's FIRPTA Des SELLER DECLA withholding. SEL ACCEPTA and all signed add COUNTE	eller agrees to sign and deliver to the ignee, to determine if withholding is RES that he/she E is not -OR- in LER(S) INITIALS: // ANCE: Seller(s) acknowledges that enda, disclosures, and attachments. R OFFER: Seller accepts the terms ON: In accordance with NAC 645.6 Geoff Winkles	Buyer's FIRPT. Buyer's FIRPTA Designs required. (See 26 USC) is a foreign person there with the same accepts and agreed as of this Agreement subject to the same accepts and agreed as of this Agreement subject to the same accepts and agreed as of this Agreement subject to the same accepts and agreed accepts accepts a contract the same accepts and agreed accepts and agreed accepts accepts a contract the same accepts and agreed accepts accepts a contract the same accepts and agreed accepts accepts a contract the same accepts accepts accepts a contract the same accepts accep	A Designee in nee the necess Section 1445 fore subjection set to be bounded to the attack.	n accordance sary documents. g this transated by each proceed Counter.	ee with FIRPTA, unlessents, to be provided by action to FIRPTA ovision of this Agreemer Offer #1.
exemption applies. Se Buyer's FIRPTA Des SELLER DECLA withholding. SEL ACCEPTA and all signed add COUNTE REJECTIO	eller agrees to sign and deliver to the ignee, to determine if withholding is RES that he/she E is not -OR- in LER(S) INITIALS: // ANCE: Seller(s) acknowledges that enda, disclosures, and attachments. R OFFER: Seller accepts the terms ON: In accordance with NAC 645.6	Buyer's FIRPT. Buyer's FIRPTA Designs required. (See 26 USC) is a foreign person there with the same accepts and agreed as of this Agreement subject to the same accepts and agreed as of this Agreement subject to the same accepts and agreed as of this Agreement subject to the same accepts and agreed accepts accepts a contract the same accepts and agreed accepts and agreed accepts accepts a contract the same accepts and agreed accepts accepts a contract the same accepts and agreed accepts accepts a contract the same accepts accepts accepts a contract the same accepts accep	A Designee in nee the necess Section 1445 fore subjection set to be bounded to the attack.	n accordance sary documents. g this transated by each proceed Counter.	ee with FIRPTA, unlessents, to be provided by action to FIRPTA ovision of this Agreemer Offer #1. ed herein is not accept
exemption applies. Se Buyer's FIRPTA Des SELLER DECLA withholding. SEL ACCEPTA and all signed add COUNTED REJECTIO	eller agrees to sign and deliver to the ignee, to determine if withholding is RES that he/she E is not -OR- in LER(S) INITIALS: // ANCE: Seller(s) acknowledges that enda, disclosures, and attachments. R OFFER: Seller accepts the terms ON: In accordance with NAC 645.6 Geoff Winkles	Buyer's FIRPT. Buyer's FIRPTA Designs required. (See 26 USC is a foreign person there he/she accepts and agreed as of this Agreement subject of the subject	A Designee in nee the necess Section 1445 fore subjection set to be bounded to the attack.	n accordance sary documents. g this transated by each proceed Counter.	ee with FIRPTA, unlessents, to be provided by action to FIRPTA ovision of this Agreemer Offer #1.
exemption applies. Se Buyer's FIRPTA Des SELLER DECLA withholding. SEL ACCEPTA and all signed add COUNTE REJECTIO	eller agrees to sign and deliver to the ignee, to determine if withholding is RES that he/she is not -OR- in LER(S) INITIALS:/	Buyer's FIRPT. Buyer's FIRPTA Designs required. (See 26 USC is a foreign person there he/she accepts and agreed as of this Agreement subject of the subject	A Designee in nee the necess Section 1445 fore subjection es to be bounded to the attacks Buyer the o	n accordance sary document. g this transate the same same same same same same same sam	ee with FIRPTA, unlessents, to be provided by action to FIRPTA ovision of this Agreemer Offer #1. ed herein is not accept
exemption applies. Se Buyer's FIRPTA Des SELLER DECLA withholding. SEL ACCEPTA and all signed add COUNTED REJECTION Seller's Signature	ANCE: Seller(s) acknowledges that enda, disclosures, and attachments. R OFFER: Seller accepts the terms ON: In accordance with NAC 645.6 Geoff Winkl Assigned R Seller's Prin	Buyer's FIRPT. Buyer's FIRPTA Designs required. (See 26 USC is a foreign person there he/she accepts and agreed as of this Agreement subject of the subject	A Designee in nee the necess Section 1445 fore subjection es to be bounded to the attacks Buyer the o	n accordance sary document. g this transate the same same same same same same same sam	ee with FIRPTA, unlessents, to be provided by action to FIRPTA ovision of this Agreemer Offer #1. ed herein is not accept
exemption applies. Se Buyer's FIRPTA Des SELLER DECLA withholding. SEL ACCEPTA and all signed add COUNTED REJECTION Seller's Signature	eller agrees to sign and deliver to the ignee, to determine if withholding is RES that he/she is not -OR- in LER(S) INITIALS:/	Buyer's FIRPT. Buyer's FIRPTA Designs required. (See 26 USC is a foreign person there he/she accepts and agreed as of this Agreement subject of the subject	A Designee in nee the necess Section 1445 fore subjection es to be bounded to the attacks Buyer the o	n accordance sary document. g this transate the same same same same same same same sam	ee with FIRPTA, unlessents, to be provided by action to FIRPTA ovision of this Agreemer Offer #1. ed herein is not accept \[\Boxed AM \Boxed PM \]
exemption applies. Se Buyer's FIRPTA Des SELLER DECLA withholding. SEL ACCEPTA and all signed add COUNTED REJECTION Seller's Signature	ANCE: Seller(s) acknowledges that enda, disclosures, and attachments. R OFFER: Seller accepts the terms ON: In accordance with NAC 645.6 Geoff Winkl Assigned R Seller's Prin	Buyer's FIRPT. Buyer's FIRPTA Designs required. (See 26 USC is a foreign person there he/she accepts and agreed as of this Agreement subject of the subject	A Designee in nee the necess Section 1445 fore subjection es to be bounded to the attacks Buyer the o	n accordance sary document. g this transate by each proceed Counter from the Time	ee with FIRPTA, unlessents, to be provided by action to FIRPTA ovision of this Agreemer Offer #1. ed herein is not accept \[\Boxed AM \Boxed PM \]
exemption applies. Se Buyer's FIRPTA Des SELLER DECLA withholding. SEL ACCEPTA and all signed add COUNTE REJECTIO Seller's Signature	ANCE: Seller(s) acknowledges that enda, disclosures, and attachments. ROFFER: Seller accepts the terms ON: In accordance with NAC 645.6 Geoff Winkl Assigned R Seller's Prin	Buyer's FIRPTA Designs required. (See 26 USC is a foreign person there he/she accepts and agreed of this Agreement subject of this Agreement subject of the	A Designee in nee the necess Section 1445 fore subjecting to be bounded to the attacks Buyer the one of the Date The Date The section 1445	a accordance sary documents. I by each proceed Counter ffer present. Time	ee with FIRPTA, unlessents, to be provided by action to FIRPTA ovision of this Agreemer Offer #1. ed herein is not accept \[\Boxed AM \Boxed PM \]
exemption applies. Se Buyer's FIRPTA Des SELLER DECLA withholding. SEL ACCEPTA and all signed add COUNTE REJECTIO Seller's Signature	ANCE: Seller(s) acknowledges that enda, disclosures, and attachments. R OFFER: Seller accepts the terms ON: In accordance with NAC 645.6 Geoff Winkl Assigned R Seller's Prin	Buyer's FIRPTA Designs required. (See 26 USC is a foreign person there he/she accepts and agreed of this Agreement subject of this Agreement subject of the	A Designee in nee the necess Section 1445 fore subjection es to be bounded to the attacks Buyer the o	n accordance sary document. g this transate by each proceed Counter from the Time	ee with FIRPTA, unlessents, to be provided by action to FIRPTA ovision of this Agreemer Offer #1. ed herein is not accept \[\Bar AM \] PM \[\Bar AM \] PM
exemption applies. Se Buyer's FIRPTA Des SELLER DECLA withholding. SEL ACCEPTA and all signed add COUNTE REJECTIO Seller's Signature	ANCE: Seller(s) acknowledges that enda, disclosures, and attachments. ROFFER: Seller accepts the terms ON: In accordance with NAC 645.6 Geoff Winkl Assigned R Seller's Prin	Buyer's FIRPTA Designs required. (See 26 USC is a foreign person there he/she accepts and agreed of this Agreement subject of this Agreement subject of the	A Designee in nee the necess Section 1445 fore subjecting to be bounded to the attacks Buyer the one of the Date The Date The section 1445	a accordance sary documents. I by each proceed Counter ffer present. Time	e with FIRPTA, unlessents, to be provided by action to FIRPTA ovision of this Agreemer Offer #1. ed herein is not acceptated by action of this Agreemer Offer #1. — □ AM □ PM — □ AM □ PM
exemption applies. Se Buyer's FIRPTA Des SELLER DECLA withholding. SEL ACCEPTA and all signed add COUNTER	ANCE: Seller(s) acknowledges that enda, disclosures, and attachments. ROFFER: Seller accepts the terms ON: In accordance with NAC 645.6 Geoff Winkl Assigned R Seller's Prin	Buyer's FIRPTA Designs required. (See 26 USC is a foreign person there with the she accepts and agreed and soft this Agreement subject of this Agreement subject of the she accepts and agreed and the she accepts and agreed accepts	A Designee in nee the necess Section 1445 fore subjecting to be bounded to the attacks Buyer the one of the Date The Date The section 1445	a accordance sary documents. I by each proceed Counter ffer present. Time	ee with FIRPTA, unlessents, to be provided by action to FIRPTA ovision of this Agreemer Offer #1. ed herein is not accept \[\Bar AM \] PM \[\Bar AM \] PM

ADDENDUM TO VACANT LAND PURCHASE AGREEMENT

PAGE 1 OF 2

This is an ADDENDUM to that Vacant Land Purc	
	all prior addenda and between
Geoff Winkler(Authorized Court Assigned Receiver)	as seller(s), and
NJS Reps & Associates, LLC	as Buyers, regarding the subject
property described as in Searchlight, Nevada Vacant Lots with the following County of Clark, State of Nevada. Both parties further agree to integral part of the aforementioned Vacant Land Purch and/or conditions modify or conflict with any proven Agreement, the terms and/or conditions in the same. Terms and/or conditions in the same in the same. Terms and/or conditions in the Buyer shall have the opportunity to verify zoning, lot be involving the vacant lot being purchased in this offer during the Buyers will not rely on any real estate agent and/or Court Fregarding lot boundaries, zoning, and utilities involving the puraser-sont-book and 243-27-801-004. Buyers understand that the as not been surveyed and/or staked. It is agreed that the Buyercel number and legal description that will be stated in the protoring on the for sale sign placement as a respresentation of the integration of the property to any potential purchaser, the purchaser's sole remembers has deposited towards the purchase of the Property. The Receiver is selling the Property in an "AS IS" condition representations or warranties whatsoever, including without lied and mineral rights, city or government agency notifications ownership, physical condition, compliance with state, city or for geological stability, zoning, suitability for improvements on the sub-divisibility of the Property; 4: The purchaser shall, at the purchaser's sole expense, acquirely purchaser desires to cover the Property. The Receiver does not policies to the purchaser; 5. The purchaser is to arrange for all financing of the acquisition between the purchaser is to arrange for all financing of the acquisition to resolve any and all disputes relating to this Vac which is specifically waived. 6. Additional terms and conditions are continued on the Secondary and all disputes relating to this Vac	ase Agreement. If the following terms isions of the Vacant Land Purchase his addendum prevail. All other ase Agreement not modified shall his Addendum are as follows: bundary issues, any other issues, and utilities to Buyers' Due Diligence Period. It is agreed that Receiver and/or Seller(s) for any representations rehase of the vacant lots with parcel numbers to subject property vacant lots being purchased there are purchasing the vacant lot by assessor reliminary title report. It is agreed that Buyers will where the vacant lot(s) being sold is located. Unable to deliver possession or title to the edy shall be the return of any money that the comparison or varranties as to title, regarding work to be done, marketability of title, ederal statutes, codes, ordinances, or regulations, the Property, nor any assurances regarding the cot agree to acquire or transfer any insurance in of the Property before the close of escrow; the receivership estate shall have exclusive ant Land Purchase Agreement sitting without jury, and Page of this Addendum.
WHEN PROPERLY COMPLETED THIS IS A BIN UNDERSTOOD, SEEK COMPETENT COUNSEI	
The undersigned Buyer(s) agrees to the terms and conditions herein stated and acknowledges receipt of a copy of this agreement	ACCEPTANCE OF THIS ADDENDUM The undersigned Authorized Court Assigned Receiver accepts the foregoing addendum terms and conditions and agrees to Sell the above described property on the terms and conditions as stated herein and acknowledges a receipt of a copy of this agreement.
Date: 4-4-24 Time 5:15 A.M.P.M. Da	te: Time A.M./P.M.
NX / C/	
NJS Reps & Associates, LLC Authorized Court	Assigned Receiver:
	Geoff Winkler(Authorized Court Assigned Receiver)

ADDENDUM TO VACANT LAND PURCHASE AGREEMENT

PAGE 2 OF 2

This is an ADDENDUM to that Vacant Land Pur April 02, 2024, including	chase Agreement or g all prior addenc	
Geoff Winkler(Authorized Court Assigned Receiver)		as seller(s), and
NJS Reps & Associates, LLC	as Buyers, regard	ling the subject
property described as in Searchlight, Nevada Vacant Lots with the following County of Clark, State of Nevada. Both parties further agree to integral part of the aforementioned. Vacant Land Purchand/or conditions modify or conflict with any proving Agreement, the terms and/or conditions in the terms and/or conditions of the Vacant Land Purcharemain the same. Terms and/or conditions in 7: The Property is being sold subject to: (a) All general and special taxes that are presently due, or ma property taxes, which shall be prorated as of the close of escribing and all easements, restrictions, rights and conditions regarding the Property. Title, however, is to be transferred free	to the following terms and hase Agreement. If the visions of the Vacan his addendum premase Agreement not in this Addendum to become due, regarding ow;	d/or conditions as an ne following terms t Land Purchase vail. All other modified shall are as follows: the Property, other than yay, against, on or
8: The Buyer(s) shall pay for the Owner(s) Title Policy fee invo	olving this offer.	
9: The authorized Court Assigned Receiver named Geoff Win Vacant Land Purchase Agreement and Attached Addendums a Receiver and not in his personal capacity, and no liability or o of any sale.	and taking any actions in	his capacity as the
10: The escrow and title company shall be First American Titl Vegas, NV 89128; the escrow officer shall be Rachael Carter a email is as follows: rmcarter@firstam.com.	e located at 2500 North E and her office number is	Buffalo Drive, #120, Las 702-251-5220 and her
11: The Buyer shall have the opportunity to verify all zoning, utilities involving the vacant lots being purchased in this offer agreed that the Buyers will not rely on any real estate agent are representations regarding lot boundaries, zoning, and utilities involving Parcel #: 243-27-801-006 and Parcel #: 243-27-801-006	during the Buyers' Due nd/or Court Receiver and involving the purchase	Diligence Period. It is /or Seller(s) for any
WHEN PROPERLY COMPLETED THIS IS A BIN	NDING CONTRACT, I	F NOT FULLY
UNDERSTOOD, SEEK COMPETENT COUNSEL The undersigned Buyer(s) agrees to the terms and conditions herein stated and acknowledges receipt of a copy of this agreement	BEFORE SIGNING. ACCEPTANCE OF T The undersigned Authorized accepts the foregoing addend and agrees to Sell th property on the term as stated herein ar a receipt of a copy	THIS ADDENDUM Court Assigned Receiver um terms and conditions e above described as and conditions d acknowledges
Date: 4-4-24 Time 5:15 A.M.P.M. Da	te:Time	A.M./P.M.
X N School		
NJS Reps & Associates, LLC Authorized Court	Assigned Receiver:	
1	Geoff Winkler Assigned Rec	(Authorized Court eiver)

COURT APPOINTED RECEIVER DISCLOSURES TO THE BUYERS

Regarding vacant parcel lots #: 243-27-801-004 & Parcel #: 243-27-801-006:

- A: I, Geoff Winkler, disclose that I am the Court Appointed Receiver and that I am authorized by a Court to sell the vacant land commonly known as parcel number(s): 243-27-801-004 and Parcel #: 243-27-801-006.
- B: I, Geoff Winkler, disclose that it is unknown to me if the vacant lots described as parcel numbers 243-27-801-004 and Parcel #: 243-27-801-006 are adjacent to Open Range on which livestock are permitted to graze or roam and/or is involved with an Open Range on which livestock are permitted to graze or roam. It is the Buyers responsibility to investigate if the vacant lots with parcel numbers 243-27-801-004 and Parcel #: 243-27-801-006 are involved with Open Range land areas and/or adjacent to Open Range land areas during the Buyers' Due-Diligence period.
- C: I, Geoff Winkler(The Court Appointed Receiver), have no knowledge and/or documentation involving the following items regarding the vacant lots with parcel numbers 243-27-801-004 and Parcel #: 243-27-801-006:
- 1: Not Applicable.
- 2: Current zoning documentation, Soil documentation(s), geotechnical report(s), appraisal report(s), and environmental documentation and/or study and/or studies.
- 3: Any documentation and/or knowledge involving proof of beneficial use if water rights are being transferred with the sale of the Property as a part of this transaction.
- 4: Any documentation and/or knowledge about hazardous Condition(s).

The undersigned person has read and understant to the above content upon signing below: Docusigned by: Cuff Winkler	nds the content of this	form and agrees
The undersigned Buyers has read and understar received a copy of this form upon signing below:	nds the content of this	form and has
X N Schyal	Date Signed:	4-4-14



VACANT LAND DISCLOSURE

In reference to the Listing Contract and/or Purchase Ag covering the real property at (address/APN/description) Parcettle undersigned Buyer(s) and Seller(s) hereby agree that the to Seller(s) fully disclosing any and all conditions, whethe materially affect the value and/or desirability of said property Seller or any Agent representing Seller in this transaction inspections or warranties that Buyer may wish to obtain. Type of Seller: Bank (financial institution): 1 Asset Manage Authorized Court Assigned Receiver: Geoff Winkler Instructions to Seller: (1) Answer all questions; property; (3) Attach additional pages with your signature this form yourself; (5) If some items do not apply to your	el#243-27-801-004 and Freferenced Listing and/or past or present, know y. This statement is not a and is not a substitutement Company: LI Own (2) Report known of if additional space is	r Sales Cont n to Seller(n warranty of e for any of er; III Other; conditions required;	e7-801-006 tract is subject s) which may of any kind by due diligence, affecting the (4) Complete
1. Soils/Physical Conditions			
Are you aware of any of the following: (a) Sliding, settling, movement, upheaval or any soils of		<u>No</u>	Unknown
stability problems that have occurred on the property or in the immediate area? (b) Drainage or flooding problems? (c) Whether the property is located in a designated flood zone (d) Any fill being added to the property? (e) Any need to add fill? (f) Whether the property lines are marked in any way? (g) Whether a survey of the property has been done? If Yes, is a copy available? Who ordered the survey? Present Owner Other Date of the survey:		0000000	0000000
(h) Any soils reports or percolation tests done on the property: If Yes, is a copy available? Who ordered the test(s)? Present Owner Other Date of the test(s):			
Ordents: Disclosures: I am the court appointed receiver and Court appointed receiver appointed receiver appointed receiver and Court appointed receiver appoi	i have uestions above.	× NS	r(s) Initials

Vacant Land Disclosure Rev. 9/12

© 2012 Greater Las Vegas Association of REALTORS®

Page 1 of 5



2. Sewer System			
Are you aware of any of the following:	Yes 	No	Unknown
(a) The property being connected to a public sewer line?	님	님	R
(b) A public sewer within 400 feet of the property? (c) Any need, notice or requirement to connect to public sewer?	님	H	H
(d) A septic or other private system on or servicing the	L1	لبا	LJ
property?	П	П	
If Yes, is the location marked?	ቨ	ă	8
Size of tank (in gallons)			
Date of the last professional septic service:			
(e) Any problems with the septic/sewer system?			
Comments:			
3. Water System			
Are you aware of any of the following:			
	Yes	No	Unknown
(a) Any public service with a meter installed on the property?	닐	님	님
If Yes, are fees paid?	니	Ц	L
Meter size:	 1		
(b) A public line to the property boundary?	님	닉	
(c) A well located on or servicing the property?	L	Ц	LJ
If yes, type of well: private community commercial is there a written and valid community well agreement?	г	П	
Is there a proper well permit?	님	H	H
Date of last professional service:	1		
(d) A private water company servicing the property?	П	П	
(e) Any known problems affecting water supply or quality?	□		
(f) Any known requirement to connect to public water system?			
Complete: Disclosures: I am the court appointed receiver and I have no knowle	dge		
of the condition of the property or the questions above.			
ODS COS		×	
GW			10
Seller(s) Initials		Bu	yer(s) Initials

Vacant Land Disclosure Rev. 9/12

© 2012 Greater Las Vegas Association of REALTORS®

Page 2 of 5



Authentisign ID:	6863880&8660EEE	1 WASSESSON BEITEN FEELA
------------------	-----------------	--------------------------

4. Other Utilities			
Are you aware of any of the following:	.,		l laden accoun
(a) Electric service at the property boundary?	Yes	No No	Unknown
If not, how far away?			
(b) Natural gas service at the property boundary?			
If not, how far away?			
(c) Telephone service at the property boundary?			
If not, how far away?			
(d) Propane tank on property?	П	니	L
Date of last professional service.			
Comments:			
5. Zoning and Property Uses			
Are you sawned of any of the following.			
Are you aware of any of the following:	Vac	NI.	Ilmkmanen
(a) Existing zoning is	Yes	<u>No</u>	<u>Unknown</u>
(b) Existing master plan zoning is			
(c) Any adjoining property zoned or Master Planned for a			
different zone than the subject property?		П	П
If yes, what zone?			
(d) Any proposed zone change requests within 600 feet of the			
property?			
(e) Any variance, use permit, special condition or restrictions	_		-
on property that Buyer should be aware of?			
(f) Any violation of local, state or federal laws relating to the use of the subject property?	_		
(g) Any historical artifacts, burial grounds or mining	Ц	L	U
operations that could affect the property?		-	<u></u>
If yes, explain	ш	L_J	
(h) Any easements or licenses affecting the property?	П	[7]	П
(i) Any public access to the property?	Ħ	Ħ	Ħ
(j) Any private drives that affect the property?			ō
(k) Any walls or fences existing on the property lines?			00000
(I) Any existing encroachments?			
(m) Any agreements with third parties affecting the property?			
Confillator Displacement I am the court annulated and the court annulated			
Confights: Disclosures: I am the court appointed receiver and I have no knowledge eithe condition of the property or the questions above.			
GW	-		_
	L	× NS	•
Seller(s) Initials		Buyer	(s) Initials
Vacant Land Disclosure Rev. 9/12 @ 2012 Greater Las Vegas Association of REAL	TORS	\$ ®	Page 3 of 5

6.	Common	Interest	Community	("CIC"):
ſs.	a commou	HILLET GOT	CORESESSES CHARLES	/ CIC	

Are you aware of any of the following:	Yes	No	Unknown
(a) Any Common Interest Community affecting the property?.			
(b) Any CC&R's, bylaws or declarations?	닠	님	님
(c) Any periodic or recurring association fees?	닐	님	님
If Yes, are the CIC fees current?	Ц	니	L
How much are the CIC fees?			
How are they paid: Monthly Annually Other			
(d) Any unpaid fines, assessments, liens, warnings or notices			-
that may give rise to an assessment, fine or lien?	Ш	L	L
(e) Any litigation, problems, or special assessments relating to			
the property or any common area?			U
(f) Any other assessment affecting the property, such as SID or			
LID fees (excluding property taxes)?			
DS			
Consujents: Disclosures: I am the court appointed receiver and I have no knowledge of the condition of the property or the questions above.			

×

Vacunt Land Disclosure Rev. 9/12

(a) 2012 Greater Las Vegas Association of REALTORS®

Page 4 of 5

545510		
7.	3 42	llaneous
-	TOTAL SECTION	0 K5RW1626 B5 T %

Are you aware of any of the follow	ving:		<u>Yes</u>	No	Unknown	
(a) Any environmental concern property?	1. The second		П	г	П	
(b) Any above ground or undergro						
of chemicals or buried items?						
(c) Any assessments that exist or are planned for the property?						
(d) Whether the property is on a fault line?						
(e) Is the property subject to a Private Transfer Fee obligation?						
(f) Has property been the site of a						
manufacture of Methamphetamine						
not been removed from or remed						
certified entity or has not been do						
the Board of Health?						
(g) Any other facts or conditions that could affect the property or its intended use?					LJ	
— DS		. ((*)	ш	L	U	
Compullis: Disclosures: I am the	court annointed receiver and	I have no knowledge				
of the condition of the pr	operty or the questions above	6.				
signing a Listing Contract and/	The parties named below acknowledge that they have been advisigning a Listing Contract and/or Purchase Agreement and she signing, if not understood. 11/21/2023 Dated: Goff Windler Sent-Freeness Applointed Receiver:		gal a			
	Seller Received this date:	1				
Seller(s) Initials	Buyer			× N	(s) Initials	

Vacant Land Disclosure Rev. 9/12

© 2012 Greater Las Vegas Association of REALTORS®

Page 5 of 5

