

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

1 KARA HENDRICKS, ESQ.

Nevada Bar No. 07743

2 KYLE A. EWING, ESQ.

Nevada Bar No. 014051

3 **GREENBERG TRAURIG, LLP**

10845 Griffith Peak Drive Suite 600

Las Vegas, Nevada 89135

5 Telephone: (702) 938-6856

Facsimile: (702) 792-9002

6 [hendricksk@gtlaw.com](mailto:hendricksk@gtlaw.com)

7 KYRA E. ANDRASSY, ESQ.

Admitted *Pro Hac Vice*

8 **RAINES FELDMAN LITTRELL LLP**

3200 Park Center Drive, Suite 250

9 Costa Mesa, California 92626

10 Telephone: (310) 440-4100

Facsimile: (949) 247-3998

11 *Attorneys for Receiver*

12 *Geoff Winkler of American Fiduciary Services*

13  
14 **UNITED STATES DISTRICT COURT**

15 **DISTRICT OF NEVADA**

16 SECURITIES AND EXCHANGE  
17 COMMISSION,

18 Plaintiff,

19 v.

20 PROFIT CONNECT WEALTH SERVICES,  
21 INC., JOY I. KOVAR, and BRENT CARSON  
KOVAR,

22 Defendants.

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

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

23  
24 ///

25 ///

26 ///

27 ///

28 ///

1 The following Stipulation and [Proposed] Order (the “Stipulation”) regarding the sale of  
2 real property located at Parcel Numbers 243-27-801-006, Searchlight, Nevada and 243-27-801-  
3 004, Searchlight, Nevada. Bearing the legal descriptions appended hereto as **Exhibit A** (the  
4 “Searchlight Property”), is entered into by and between Geoff Winkler (the “Receiver”), the  
5 Court-appointed receiver in the above-entitled action, and the plaintiff Securities and Exchange  
6 Commission (the “SEC”), by and through their respective representatives, and with respect to the  
7 following facts:

8 1. The SEC initiated this action against Profit Connect, Ms. Kovar, and Mr. Kovar  
9 on July 8, 2021, when it filed an ex parte complaint and motion for temporary restraining order  
10 seeking, among other things, the freezing of defendants’ assets and the appointment of a receiver  
11 over Profit Connect.

12 2. On July 23, 2021, the Defendants stipulated to modify the temporary restraining  
13 order to appoint Geoff Winkler as the Temporary Receiver, giving him limited powers.

14 3. On August 6, 2021, following another stipulation of the parties, the Court  
15 converted the temporary restraining order to a preliminary injunction and appointed the  
16 Temporary Receiver as the Permanent Receiver of Profit Connect. See Receivership Order (ECF  
17 No. 26) (the “Appointment Order”).

18 4. The Appointment Order specifically identified the Searchlight Property as being  
19 an asset of the receivership estate and subject to an immediate asset freeze and provided the  
20 Receiver full power over the Searchlight Property including but not limited to the ability to sell  
21 the same. The Searchlight Property is one of several parcels of vacant land owned by Profit  
22 Connect in Searchlight, Nevada (together, they are referred to as the “Searchlight Parcels”).

23 5. On March 3, 2022 an order was entered by this Court allowing the Receiver to sale  
24 the Searchlight Parcels (ECF No. 81) which was amended on June 27, 2023 (ECF No. 141) to  
25 allow for an expedited process for selling the Searchlight Parcels given market conditions and the  
26 length of time they have been listed for sale by the Receiver (collectively the “Sale Order”).

27 ///

28 ///

1           6. As is relevant here, the Searchlight Property was listed for sale by Broker in the  
2 summer of 2022 and has been on the market for over eighteen (18) months, during that time frame  
3 the Receiver (the “Seller”) has reduced the listing price on three occasions. The total reduction  
4 was \$155,000.00 or a 62% reduction of the original listing price.

5           7. The Receiver has accepted an offer to purchase the Searchlight Property for  
6 \$95,000 pursuant to a Purchase and Sale Agreement dated April 2, 2024 and amendments thereto  
7 (“PSA”). The buyer is NJS Reps & Associates, LLC which has tendered a deposit of \$9,500.00  
8 into escrow as required by the PSA, a copy of which is attached to this Stipulation as **Exhibit B**.  
9 We received one other offer for the Searchlight Property but the buyer cancelled the contract due  
10 to increased development costs. The Receiver and Broker believe the proposed purchase price  
11 reflects the state of the market and is fair reasonable given the circumstances. The Buyers have  
12 completed due diligence and are ready to proceed to closing. The Receiver believes that the offer  
13 represents fair market value for the Searchlight Property and that is in the best interest of the  
14 Receivership Estate to proceed.

15           8. After payment of closing costs and brokers’ commissions, as reflected in the RPA,  
16 all sale proceeds from the sale of the Property shall be wired directly to the Receiver from the  
17 Escrow, as provided above. It is estimated that the net proceeds of the sales, which will be wired  
18 from the Escrow to the Receiver, will be approximately \$83,000.

19           9. It is anticipated that the sale will close within thirty (30) days of the District Court's  
20 approval of this Stipulation.

21           10. The Receiver is seeking to close the sale via this Stipulation in lieu of soliciting  
22 overbids and filing a separate sale motion because of the length of time the Searchlight Property  
23 has been on the market, deteriorating market prices, the rise in interest rates, the cost of publishing  
24 notice of the opportunity to overbid in relation to the purchase price for the Searchlight Property,  
25 the expected lack of any overbidders given the length of the marketing process and state of the  
26 market, and concerns that further delay will impact the recovery of the sales proceeds for the  
27 benefit of the receivership estate.

28 ///

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**

*/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 LITRELL LLP,**

3200 Park Center Drive, Suite 250

Costa Mesa, California 92626

Telephone: (310) 440-4100

Facsimile: (949) 247-3998

*Attorneys for Receiver GEOFF WINKLER*

DATED this 6th day of May, 2024.

**SECURITIES & EXCHANGE  
COMMISSION**

*/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*

**ORDER**

**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.**

  
UNITED STATES DISTRICT JUDGE

DATED this 7th day of May 2024



**INDEX OF EXHIBITS**

<b>EXHIBIT</b>	<b>DESCRIPTION</b>
Exhibit A	Legal Description
Exhibit B	Vacant Land Purchase Agreement

**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 ¼) 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****DUTIES OWED BY A NEVADA REAL ESTATE LICENSEE***This form does not constitute a contract for services nor an agreement to pay compensation.*

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

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

**Licensee:** The licensee in the real estate transaction is 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 (Authorized Court Assigned Receiver),  
 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 525A 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 and diligence the licensee should know, about the property.
  - b. Each source from which licensee will receive compensation.
4. Abide by all other duties, responsibilities and obligations required of the licensee in law or regulations.

**Licensee's Duties Owed to the Client:**

A Nevada real estate licensee shall:

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

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

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

**Licensee Acting for Both Parties:** Buyer and Receiver's Initials Below:

The Licensee

MAY ☒ NS /                      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 has a conflict of interest. Before a licensee may act for two or more parties, the licensee must give you a "Consent to Act" form to sign.

**I/We acknowledge receipt of a copy of this list of licensee duties, and have read and understand this disclosure.**Seller/Landlord: Geoff Winkler (Authorized Court Assigned Receiver) Date:                      Time:                     Seller/Landlord:                      Date:                      Time:                     

OR

Buyer/Tenant: ☒ NS                      Managing Member NJS Reps & Associates, LLC Date: 4-2-2024 Time: 5:15 P.M.Buyer/Tenant:                      Date:                      Time:



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

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

89046

Print Name

InstanetFORMS

**Buyers: NJS Reps & Associates, LLC**

To Buy Two vacant Lots with Parcels: PN=243-27-801-006 &amp; PN=243-27-801-004

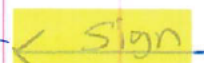
**Based on a Cash Offer****Offer Purchase Price:****\$95,000**

Down Payment=	<b>\$95,000</b>	Estimate
Last Months Interest on First Position Loan:	<b>\$0</b>	Estimate
First Position Loan Reconveyance Fee=	<b>\$0</b>	Estimate
Association Transfer Tax Fee: 5.1 per thousand	<b>\$0</b>	Estimate
Sales Commission=	<b>\$0</b>	Estimate
Miscellaneous Title/Escrow Fees & Pro-Rations:	<b>\$150</b>	Estimate
		Estimate
3-Months of Property Taxes-To be pro-rated	<b>\$425</b>	Estimate
Other:	<b>\$0</b>	Estimate
1/2 of the Escrow Fee:	<b>\$450</b>	Estimate
Buyer has option to sign in escrow or by E-signing involving this cash transaction.	<b>\$0</b>	Estimate
Recording Fees and Courier & mailing fees:	<b>\$140</b>	Estimate
Owner's Title Policy from First American Title=	<b>\$780</b>	Estimate
No Association Dues:	<b>\$0</b>	Estimate
		Estimate
		Estimate
		Estimate
<b>Total Buyer Costs &amp; Down PAYMENT=</b>	<b>\$96,945</b>	

The above figures are estimates only. These estimates represent realistic costs associated with your transaction and should be fairly reliable as of the date that you sign below.

Buyers have acknowledged, read, and received a copy of this estimated cost sheet upon signing below:

Purchaser's Signature:

Purchaser's Signature:

Date Signed: 4-2-2024



## Tax Property Tax - One Page

<b>Parcel #:</b> 243-27-801-006		<b>Property</b>		<b>Census Tract:</b> 005703
<b>TN-RG-SE:</b> 28-63-27	<b>Address:</b>	<b>PropCity:</b> Searchlight	<b>Zip Code:</b> 89046	
<b>Tot Value:</b> \$67,480	<b>Land Use:</b>	<b>Vacant Land (Nec)</b>		
<b>GEO ID:</b> SE 28-63-27				

<b>Assessor Description</b>				
<b>File-Page:</b>	<b>Subdivision:</b>	<b>Bldg:</b>	<b>Unit:</b>	<b>Tract:</b>
<b>Assr Lot:</b> 11,13	<b>Block:</b>	<b>Area:</b>		
<b>Assr Desc:</b> PT MINERAL SURVEY #2605 PT GEORGETOWN PT SE4 SEC 27 28 63				

<b>Land &amp; Building Information</b>		<b>Schools:</b> Clark County
<b>Land Value:</b> \$192,800	<b>Impr Value:</b>	
<b>FrontxDpth:</b>	<b>Topography:</b>	<b>Cost Class:</b>
<b>Acres:</b> 19.280	<b>Act Yr Blt:</b>	<b>Foundation:</b>
<b>Lot SqFt:</b> 839,837	<b>Eff Yr Blt:</b>	<b>Basement:</b>
<b># of Buildings:</b>	<b>Construction:</b>	<b>Garage Cap:</b>
<b>Type Style:</b>	<b>Ext Wall:</b>	<b>Garage Type:</b>
<b>Stories:</b>	<b>Flooring:</b>	<b>Parking Sp:</b>
<b>Roof Matrl:</b>	<b>Heat System:</b>	<b>Pool YN:</b>
<b>Roof Type:</b>	<b>Air Cond:</b>	<b>Porch:</b>

<b>Property Sub-Areas SqFt</b>		<b>Grg/Prkg:</b>
<b>Living Area:</b>	<b>First Flr:</b>	<b>Carport:</b>
<b>Building Sq Ft:</b>	<b>Second Flr:</b>	
<b>Total Bldg:</b>	<b>Upper Area Sq Ft:</b>	
<b>Prim Addition:</b>	<b>Basement Area:</b>	
<b>Above Grade:</b>	<b>Basement F:</b>	

<b>Sales Information</b>		<b>DEED TYPE</b>
<b>PRICE</b>	<b>DATE</b>	<b>Barqain &amp; Sale Deed</b>
<b>County:</b> \$120,000	12/06/16	<b>Barqain &amp; Sale Deed</b>
	01/29/02	<b>Deed (Reg)</b>

<b>Tax &amp; Assessment</b>		<b>IMPRV</b>	<b>LAND</b>	<b>ASSD YEAR</b>	<b>EXEMPTION</b>
<b>TOTAL TAX</b>	<b>TAX YEAR</b>	<b>TOTAL ASSD</b>			
<b>Curr:</b> \$1,701.64	2024	\$67,480	\$67,480	2024	
<b>Prev:</b> \$1,701.64	2023	\$67,480	\$67,480	2023	
	2022	\$67,480	\$67,480	2022	

**Delinq:** **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

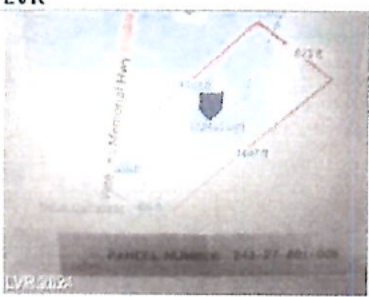
## Property

Unit:      Tract:

## by:

Sign

## Client Brochure View

LVR	Vacant/Subdivided Land		04/02/2024 3:33 PM	
	ML#	2561373	Status	A-ER
	Offc	ULTM	PubID	012144
	Legal		List Agent a REALTOR?	Y
	Cross St	95 HWY Near 164 HWY	Highlights	
	Township	28	City/Town	Searchlight
	Zon Auth	CCO	Range	63
	County	CLARK	Sect	27
	#Parcels	2	State	NV
	Short Sale	N	Parcel#	243-27-801-006
	DOM	42	Subdiv	N
/US 95 (Lot One of 2 lots-Georgetown)		Zip	89046	

## GENERAL INFORMATION

Prev Parcel	TtlAc	19.300	#GrsAc	19.30	\$/Acre	\$4,922
Lot SqFt	Front	Other				
Lot Desc						
Water	None		Sewer	None		
Elec	None		Gas	None		
Road			Nearest Gravel			Nearest Paved Map
Terrain	Other		Flood Zone			
Environment Survey	N		Soil Report Available	N		
Ann Tax	\$1,702					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

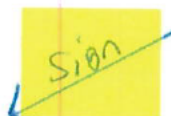
Ultimate Realty, LLC

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:







### Client Brochure View

LVR	Vacant/Subdivided Land		04/02/2024 3:35 PM	
	ML#	2561423	Status	A-ER
	Offc	ULTM	PubID	012144
	Legal		List Agent a REALTOR?	Y
	Cross St	95 HWY Near	Highlights	
		164 HWY		
	Township	28	City/Town	Searchlight
	Zon Auth	CCO	Zoning	HIGHWAY
	County	CLARK	Range	63
# Parcels	2	Sect	27	
Short Sale	N	Master Plan	HIGHWAY	
DOM	42	Parcel#	243-27-801-004	
		Subdiv		
		Repo/REO	N	
/US 95(Lot Two of 2 Lots-Siding 95 & Georgetown)		Zip	89046	

GENERAL INFORMATION							
Prev Parcel		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 Gravel			Nearest Paved
Terrain	Other			Flood Zone			Map
Environment Survey	N			Soil Report Available	N		
Ann Tax	\$0						TotMnthlyHOA \$0
AsscFee	N	Assoc Name		Assoc Ph			AsscFee

Public Remarks	<p>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.</p>
----------------	---

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:

by:

N. Schybal

Sion



(Joint Escrow Instructions)

Date: 4/2/2024

("Buyer"), hereby offers to purchase

(“Property/Legal”).

Searchlight, County of Clark, State of Nevada, 89046 Zip.

P.N. #'s: 243-27-801-006 & 243-27-801-004	for the purchase price of \$	95,000.00	("Purchase Price")
---	------------------------------	-----------	--------------------

Rachael Carter. Rachael Carter has a contact phone number of 702-251-5000.

## 1. FINANCIAL TERMS & CONDITIONS:

deposited within one (1) business day from acceptance of offer (as defined in Section 22 herein) -OR-

Broker's Trust Account. (NOTE: It is a felony in the State of Nevada—punishable by up to four years in prison and a

additional deposit will – OR – will not be considered part of the EMD. (Any conditions on the

agrees to sign any documentation required by the title company to effectuate the release to the seller.

☐ Conventional ☐ FHA ☐ VA ☐ Other (specify) \_\_\_\_\_.

Interest: ☐ Fixed rate \_\_\_\_\_ years – OR – ☐ Adjustable Rate \_\_\_\_\_ years Seller further agrees to provide

(5) calendar days of acceptance of offer.

**IN THE "FINANCING ADDENDUM" which is attached hereto.**

Close of Escrow ("COE").

and costs associated with the purchase of the Property as defined herein.)

Buyer's Name(s): **NJS Reps & Associates, LLC**

\_\_\_\_\_

SELLER(S) INITIALS: / / /

Page 1 of 10



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

A. **CASH PURCHASE:** Within 2 business days of Acceptance, Buyer agrees to provide written evidence from a bona fide financial institution of sufficient cash available to complete this purchase. If Buyer does not submit the written evidence within the above period, Seller reserves the right to terminate this Agreement.

**3. ADDITIONAL CONTINGENCIES (MARK THOSE THAT APPLY):**

A. ( X ) Zoning: Buyer shall have 2 calendar days from acceptance to assure itself, at Buyer's expense, of the availability of any necessary approval by governmental authorities for variances, zoning changes, annexation and or use permits.

**B. Other: None**

C: It is disclosed that Geoff Winkler (the Court Appointed Receiver) has no knowledge and/or documentation involving the following issues regarding the vacant lots with the following two parcel numbers: 243-27-801-006 and 243-27-801-004:

- i. Soils, geotechnical reports, appraisals, environmental 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 being transferred with the sale of the Property as a part of this transaction;
- vi. Hazardous Conditions: Buyer shall have \_\_\_\_\_ days to complete a Phase 1 environmental study, at Buyer's expense, to satisfy itself with regard to the environmental aspects of the Property.
- vii. Other

**4. SELLER WARRANTIES:**

A. Seller warrants that Seller has not received nor is Seller aware of any notification, demand or request (or any pending or threatened action or litigation) from governmental or quasi-governmental authority having jurisdiction, requiring any work to be done on or affecting the property or indicating an intent to condemn the property or any portion thereof.

B. Seller warrants that Seller has no actual knowledge of any violation of law, municipal or county ordinances or other legal requirements affecting the property, or with respect to the use of occupancy thereof, or construction thereon.

C. Seller further warrants that in the event Seller acquires any such knowledge or receives any such notice or notices prior to the close of escrow Seller shall correct any problem at Seller's sole cost and expense on or before close of escrow, said information or notices shall be submitted to Buyer for its examination and written approval.

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

**6. ESCROW:**

**A. OPENING OF ESCROW:** The purchase of the Property shall be consummated through Escrow ("Escrow"). Opening of Escrow shall take place by the end of one (1) calendar day after execution of this Agreement (Opening of Escrow"), at First American Title Company; # 702-570-1539 title or escrow company ("Escrow Company" or "Escrow Holder") with Rachael Carter ("Escrow Officer") (or such other escrow officer as Escrow Company may assign). Opening of Escrow shall occur upon Escrow Company's receipt of this fully accepted Agreement and receipt of the EMD (if applicable). Escrow Holder will notify the Parties (through their respective Brokers) of the Opening date and the Escrow Number.

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

Buyer's Name(s): NJS Reps & Associates, LLC

BUYER(S) INITIALS: NS /      /

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

SELLER(S) INITIALS: / / /

Rev. 10.22

©2020 Greater Las Vegas Association of REALTORS®

Page 2 of 10



**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 ☒ 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 2 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.

**A. PROPERTY INSPECTION/CONDITION:** During the Due Diligence Period, Buyer shall take such action 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: NS /      /      /

**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 every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name(s): **NJS Reps & Associates, LLC**

BUYER(S) INITIALS: NS / /

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

SELLER(S) INITIALS: / / /

Rev. 10.22

©2020 Greater Las Vegas Association of REALTORS®

Page 3 of 10



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

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

Type	Paid By	Type	Paid By	Type	Paid By
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

**E. 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.

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

**A. TITLE, ESCROW & APPRAISAL FEES:**

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

**B. 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."

**D. CLOSING FEES:** In addition to Seller's expenses identified herein, Seller will contribute \$ 0.00 to Buyer's Lender's Fees ☒ including -OR- ☐ 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 every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name(s): NJS Reps & Associates, LLC

BUYER(S) INITIALS: NS / / /

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

SELLER(S) INITIALS: / / /

Rev. 10.22

©2020 Greater Las Vegas Association of REALTORS®

Page 4 of 10



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

- 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 VLP.
- 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.)

Type	Paid By	Type	Paid By	Type	Paid By
CIC Demand	N/A	CIC Capital Contribution	N/A	CIC Transfer Fees	N/A
Other:	N/A	Other:	N/A	Other:	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 X 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 (X) -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 acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name(s): NJS Reps & Associates, LLC

BUYER(S) INITIALS: NS / \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Property Address: Parcel #'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. DEFAULT:**

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 the funds are held by ESCROW HOLDER.

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

Buyer's Name(s): NJS Reps & Associates, LLC

BUYER(S) INITIALS: NJS / / /

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

SELLER(S) INITIALS: / / /

Rev. 10.22

©2020 Greater Las Vegas Association of REALTORS®

Page 6 of 10



## Brokers

**20. BROKER'S COMPENSATION/FEE:** Buyer herein requires, and Seller agrees, as a condition of this Agreement, that Seller will pay Listing Broker and Buyer's Broker, who becomes by this clause a third party beneficiary to this Agreement, that certain sum and/or percentage of the purchase price (commission), that Seller, or Seller's Broker, offered for the procurement of ready, willing and able Buyer via the Multiple Listing Service, any other advertisement or written offer. Seller understands and agrees that if Seller defaults hereunder, Buyer's Broker, as a third-party beneficiary of this Agreement, has the right to pursue all legal recourse against Seller for any commission due. **In addition to any amount due to Buyer's Broker from Seller or Seller's Broker, Buyer ☐ will -OR- ☒ will 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. 22. 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 Statutes 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 and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name(s): NJS Reps & Associates, LLC

BUYER(S) INITIALS: MS / /

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

SELLER(S) INITIALS: / /

Rev. 10.22

©2020 Greater Las Vegas Association of REALTORS®

Page 7 of 10



[illegible]

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. **APPURTENANCES:** The following appurtenances will be transferred with the sale of the Property with no real value unless stated otherwise herein: All landscaping and/or debris 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 intended 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 ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE 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.**

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

Buyer's Name(s): **NJS Reps & Associates, LLC**

BUYER(S) INITIALS: NS / /

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

SELLER(S) INITIALS:           /           /           /

Rev. 10.22

©2020 Greater Las Vegas Association of REALTORS®

Page 8 of 10

**27. ADDENDUM(S) ATTACHED:**

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

**28. ADDITIONAL TERMS:**

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 Representation:** The Buyer and the Seller are represented in this transaction by:


Buyer's Broker: <u>Steve Guttman</u>	Agent's Name: <u>Steve Guttman</u>
Company Name: <u>Ultimate Realty, LLC</u>	Agent's License Number: <u>B.0028391.LLC</u>
Broker's License Number: <u>B.0028391.LLC</u>	Office Address: <u>330 South Eastern Ave., Unit 200</u>
Phone: <u>702-290-7027</u>	City, State, Zip: <u>Las Vegas NV 89123</u>
Fax: <u>877-843-6033</u>	Email: <u>stevegnevada@gmail.com</u>

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

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

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

**Seller must respond by:** 6:00 (☐ AM/☒ PM) on (month) April, (day) 11, (year) 2024. Unless this Agreement is accepted, rejected or countered below and delivered to the Buyer's Broker before the above date and time, this offer shall lapse and be of no further force and effect. Upon Acceptance, Buyer agrees to be bound by each provision of is Agreement, and all signed addenda, disclosures, and attachments.

	NJS Reps & Associates, LLC	<u>4-4-24</u>	<u>5:15</u>	<input checked="" type="checkbox"/> AM <input type="checkbox"/> PM
Buyer's Signature	Buyer's Printed Name	Date	Time	
_____	_____	_____	_____	<input type="checkbox"/> AM <input type="checkbox"/> PM
Buyer's Signature	Buyer's Printed Name	Date	Time	
_____	_____	_____	_____	<input type="checkbox"/> AM <input type="checkbox"/> PM
Buyer's Signature	Buyer's Printed Name	Date	Time	
_____	_____	_____	_____	<input type="checkbox"/> AM <input type="checkbox"/> PM
Buyer's Signature	Buyer's Printed Name	Date	Time	
_____	_____	_____	_____	<input type="checkbox"/> AM <input type="checkbox"/> PM

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

Buyer's Name(s): NJS Reps & Associates, LLC

BUYER(S) INITIALS: NJS / / /

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

SELLER(S) INITIALS: / / /



1  
2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7

Seller's Broker:	Steve Guttman	Agent's Name:	Steve A Guttman
Company Name:	Ultimate Realty, LLC	Agent's License Number:	B.28391.LLC
Broker's License Number:	B.28391.LLC	Office Address:	8275 S. Eastern Ave., Unit # 200
Phone:	7027922304	City, State, Zip:	Las Vegas NV 89123
Fax:	8778436033	Email:	stevegnevada@gmail.com

**X DOES NOT** have an interest in a principal to the transaction. **-OR-**  
**DOES** have the following interest, direct or indirect, in this transaction: ☐ Principal (Seller) **-OR-** ☐ family or firm relationship with Seller or ownership interest in Seller (if Seller is an entity): (specify relationship)

SELLER DECLARES that he/she ☒ is not **OR** ☐ is a foreign person therefore subjecting this transaction to FIRPTA withholding. **SELLER(S) INITIALS:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

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

Geoff Winkler(Authorized Court  
Assigned Receiver)

BUYER(S) INITIALS: NS /      /      /

SELLER(S) INITIALS: / / /

Page 10 of 10



# ADDENDUM TO VACANT LAND PURCHASE AGREEMENT

PAGE 1 OF 2

This is an ADDENDUM to that Vacant Land Purchase Agreement originally dated on April 02, 2024, including 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 parcel numbers: 243-27-801-006 and 243-27-801-004

County of Clark, State of Nevada. Both parties further agree to the following terms and/or conditions as an integral part of the aforementioned Vacant Land Purchase Agreement. If the following terms and/or conditions modify or conflict with any provisions of the Vacant Land Purchase Agreement, the terms and/or conditions in this addendum prevail. All other terms and/or conditions of the Vacant Land Purchase Agreement not modified shall remain the same. Terms and/or conditions in this Addendum are as follows:

- 1: The Buyer shall have the opportunity to verify zoning, lot boundary issues, any other issues, and utilities involving the vacant lot being purchased in this offer during the Buyers' Due Diligence Period. It is agreed that the Buyers will not rely on any real estate agent and/or Court Receiver and/or Seller(s) for any representations regarding lot boundaries, zoning, and utilities involving the purchase of the vacant lots with parcel numbers 43-27-801-006 and 243-27-801-004. Buyers understand that the subject property vacant lots being purchased has not been surveyed and/or staked. It is agreed that the Buyers are purchasing the vacant lot by assessor parcel number and legal description that will be stated in the preliminary title report. It is agreed that Buyers will not rely on the for sale sign placement as a representation of where the vacant lot(s) being sold is located.
- 2: If for any reason, or no reason whatsoever, the Receiver is unable to deliver possession or title to the property to any potential purchaser, the purchaser's sole remedy shall be the return of any money that the purchaser has deposited towards the purchase of the Property;
- 3: The Receiver is selling the Property in an "AS IS" condition or basis by quitclaim deed without any representations or warranties whatsoever, including without limitation representations or warranties as to title, oil and mineral rights, city or government agency notifications regarding work to be done, marketability of title, ownership, physical condition, compliance with state, city or federal statutes, codes, ordinances, or regulations, geological stability, zoning, suitability for improvements on the Property, nor any assurances regarding the sub-divisibility of the Property;
- 4: The purchaser shall, at the purchaser's sole expense, acquire any and all insurance policies that the purchaser desires to cover the Property. The Receiver does not agree to acquire or transfer any insurance policies to the purchaser;
- 5: The purchaser is to arrange for all financing of the acquisition of the Property before the close of escrow; District Court Jurisdiction. The District Court presiding over the receivership estate shall have exclusive jurisdiction to resolve any and all disputes relating to this Vacant Land Purchase Agreement sitting without jury, which is specifically waived.
- 6: Additional terms and conditions are continued on the Second Page of this Addendum.

WHEN PROPERLY COMPLETED THIS IS A BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK COMPETENT COUNSEL BEFORE SIGNING.

## 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.

The undersigned Buyer(s) agrees to the terms and conditions herein stated and acknowledges receipt of a copy of this agreement

Date: 4-4-24 Time 5:15 A.M./P.M.

Date: \_\_\_\_\_ Time \_\_\_\_\_ A.M./P.M.

Sign ☒

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 Purchase Agreement originally dated on April 02, 2024, including 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 parcel numbers: 243-27-801-006 and 243-27-801-004

County of Clark, State of Nevada. Both parties further agree to the following terms and/or conditions as an integral part of the aforementioned Vacant Land Purchase Agreement. If the following terms and/or conditions modify or conflict with any provisions of the Vacant Land Purchase Agreement, the terms and/or conditions in this addendum prevail. All other terms and/or conditions of the Vacant Land Purchase Agreement not modified shall remain the same. Terms and/or conditions in this Addendum are as follows:

7: The Property is being sold subject to:

- (a) All general and special taxes that are presently due, or may become due, regarding the Property, other than property taxes, which shall be prorated as of the close of escrow;
- (b) Any and all easements, restrictions, rights and conditions of record and rights of way, against, on or regarding the Property. Title, however, is to be transferred free of secured claims of record.

8: The Buyer(s) shall pay for the Owner(s) Title Policy fee involving this offer.

9: The authorized Court Assigned Receiver named Geoff Winkler is signing any documents related to this Vacant Land Purchase Agreement and Attached Addendums and taking any actions in his capacity as the Receiver and not in his personal capacity, and no liability or obligation shall accrue to him personally as a result of any sale.

10: The escrow and title company shall be First American Title located at 2500 North Buffalo Drive, #120, Las Vegas, NV 89128; the escrow officer shall be Rachael Carter and her office number is 702-251-5220 and her email is as follows: [rmcarter@firstam.com](mailto:rmcarter@firstam.com).

11: The Buyer shall have the opportunity to verify all zoning, lot boundary issues, any other issues, and all utilities involving the vacant lots being purchased in this offer during the Buyers' Due Diligence Period. It is agreed that the Buyers will not rely on any real estate agent and/or Court Receiver and/or Seller(s) for any representations regarding lot boundaries, zoning, and utilities involving the purchase of the vacant lots involving Parcel #: 243-27-801-006 and Parcel #: 243-27-801-004.

WHEN PROPERLY COMPLETED THIS IS A BINDING CONTRACT, IF NOT FULLY UNDERSTOOD, SEEK COMPETENT COUNSEL BEFORE SIGNING.

**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.

The undersigned Buyer(s) agrees to the terms and conditions herein stated and acknowledges receipt of a copy of this agreement

Date: 4-4-24 Time 5:15 A.M./P.M.

☒ NJS Reps & Associates, LLC

Date: \_\_\_\_\_ Time \_\_\_\_\_ A.M./P.M.

Authorized Court Assigned Receiver:

Geoff Winkler(Authorized Court Assigned Receiver)



**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 understands the content of this form and agrees to the above content upon signing below:

☒ DocuSigned by:  
  
35700E9B69CB411...

☒ Date Signed: 11/21/2023

Court Appointed Receiver: Geoff Winkler

The undersigned Buyers has read and understands the content of this form and has received a copy of this form upon signing below:

☒ 

☒ Date Signed: 4-4-24



## VACANT LAND DISCLOSURE

11/21/2023

In reference to the Listing Contract and/or Purchase Agreement dated \_\_\_\_\_ covering the real property at (address/APN/description) Parcel #243-27-801-004 and Parcel # 243-27-801-006 the undersigned Buyer(s) and Seller(s) hereby agree that the referenced Listing and/or Sales Contract is subject to Seller(s) fully disclosing any and all conditions, whether past or present, known to Seller(s) which may materially affect the value and/or desirability of said property. This statement is not a warranty of any kind by Seller or any Agent representing Seller in this transaction and is not a substitute for any due diligence, inspections or warranties that Buyer may wish to obtain.

Type of Seller: ☐ Bank (financial institution); ☐ Asset Management Company; ☐ Owner; ☒ Other:  
Authorized Court Assigned Receiver: Geoff Winkler

Instructions to Seller: (1) Answer all questions; (2) Report known conditions affecting the property; (3) Attach additional pages with your signature if additional space is required; (4) Complete this form yourself; (5) If some items do not apply to your property, check N/A (not applicable).

### 1. Soils/Physical Conditions

Are you aware of any of the following:

	Yes	No	Unknown
(a) Sliding, settling, movement, upheaval or any soils or stability problems that have occurred on the property or in the immediate area? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Drainage or flooding problems? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Whether the property is located in a designated flood zone? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Any fill being added to the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) Any need to add fill? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) Whether the property lines are marked in any way? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) Whether a survey of the property has been done? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If Yes, is a copy available? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Who ordered the survey? Present Owner _____ Other _____			
Date of the survey: _____			
(h) Any soils reports or percolation tests done on the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If Yes, is a copy available? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Who ordered the test(s)? Present Owner _____ Other _____			
Date of the test(s): _____			

Comments: Disclosures: I am the court appointed receiver and I have no knowledge of the condition of the property or the questions above.

Seller(s) Initials

Buyer(s) Initials



## 2. Sewer System

Are you aware of any of the following:

	Yes	No	Unknown
(a) The property being connected to a public sewer line? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) A public sewer within 400 feet of the property? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Any need, notice or requirement to connect to public sewer?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) A septic or other private system on or servicing the property? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If Yes, is the location marked? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Size of tank (in gallons) _____			
Date of the last professional septic service: _____			
(e) Any problems with the septic/sewer system? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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? . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If Yes, are fees paid? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Meter size: _____			
(b) A public line to the property boundary? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) A well located on or servicing the property? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If yes, type of well: <input type="checkbox"/> private <input type="checkbox"/> community <input type="checkbox"/> commercial			
Is there a written and valid community well agreement? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is there a proper well permit? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Date of last professional service: _____			
(d) A private water company servicing the property? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) Any known problems affecting water supply or quality? . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) Any known requirement to connect to public water system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: <sup>DS</sup>  
Disclosures: I am the court appointed receiver and I have no knowledge of the condition of the property or the questions above.

<sup>DS</sup>  
CW  
Seller(s) Initials



NS  
Buyer(s) Initials



#### 4. Other Utilities

Are you aware of any of the following:

	<u>Yes</u>	<u>No</u>	<u>Unknown</u>
(a) Electric service at the property boundary? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If not, how far away? .....			
(b) Natural gas service at the property boundary? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If not, how far away? .....			
(c) Telephone service at the property boundary? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If not, how far away? .....			
(d) Propane tank on property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Date of last professional service: .....			

Comments: .....

#### 5. Zoning and Property Uses

Are you aware of any of the following:

	<u>Yes</u>	<u>No</u>	<u>Unknown</u>
(a) Existing zoning is .....			
(b) Existing master plan zoning is .....			
(c) Any adjoining property zoned or Master Planned for a different zone than the subject property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If yes, what zone? .....			
(d) Any proposed zone change requests within 600 feet of the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) Any variance, use permit, special condition or restrictions on property that Buyer should be aware of? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) Any violation of local, state or federal laws relating to the use of the subject property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) Any historical artifacts, burial grounds or mining operations that could affect the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If yes, explain .....			
(h) Any easements or licenses affecting the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(i) Any public access to the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(j) Any private drives that affect the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(k) Any walls or fences existing on the property lines? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(l) Any existing encroachments? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(m) Any agreements with third parties affecting the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: Disclosures: I am the court appointed receiver and I have no knowledge of the condition of the property or the questions above.

Seller(s) Initials

Buyer(s) Initials



7. Miscellaneous

Are you aware of any of the following:

	<u>Yes</u>	<u>No</u>	<u>Unknown</u>
(a) Any environmental concerns that affect the subject property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Any above ground or underground storage, waste, disposal of chemicals or buried items? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Any assessments that exist or are planned for the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Whether the property is on a fault line? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) Is the property subject to a Private Transfer Fee obligation? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) Has property been the site of a crime involving the previous manufacture of Methamphetamine where the substances have not been removed from or remediated on the Property by a certified entity or has not been deemed safe for habitation by the Board of Health? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) Any other facts or conditions that could affect the property or its intended use? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

→  **Comments:** Disclosures: I am the court appointed receiver and I have no knowledge of the condition of the property or the questions above.

The parties named below acknowledge that they have been advised of appropriate disclosures prior to signing a Listing Contract and/or Purchase Agreement and should seek legal and tax advice prior to signing, if not understood. → →

11/21/2023

Dated: \_\_\_\_\_


→  **DocuSigned by:**  
**Geoff Winkler**  
35790E8B86C8A11  
**Seller Court Appointed Receiver: Geoff Winkler**

Seller \_\_\_\_\_

Received this date: \_\_\_\_\_

☒   
**Buyer**

Buyer \_\_\_\_\_

→   
**Seller(s) Initials**

☒  ☒   
**Buyer(s) Initials**