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10 *Attorneys for Receiver*
Geoff Winkler of American Fiduciary Services

11
12 UNITED STATES DISTRICT COURT
13 DISTRICT OF NEVADA

14 SECURITIES AND EXCHANGE
COMMISSION,

15 Plaintiff,

16 v.

17 PROFIT CONNECT WEALTH
18 SERVICES, INC., JOY I. KOVAR, and
19 BRENT CARSON KOVAR,

20 Defendants.

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

**DECLARATION OF GEOFF WINKLER
IN SUPPORT OF MOTION FOR
ORDER IN AID OF RECEIVERSHIP
TO APPROVE (1) STIPULATION
WAIVING REQUIREMENTS OF 28
U.S.C. § 2001 WITH RESPECT TO THE
SALE OF RESIDENTIAL REAL
PROPERTY, (2) RETENTION OF
BRAUN INTERNATIONAL REAL
ESTATE TO LIST AND MARKET
RESIDENTIAL REAL ESTATE
LOCATED IN NORTH LAS VEGAS
AND PARCELS LOCATED IN
SEARCHLIGHT, (3) SALE OF
RESIDENTIAL REAL PROPERTY,
AND (4) AUCTION OF PARCELS IN
SEARCHLIGHT**

[Motion Filed Concurrently]

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I, Geoff Winkler, declare as follows:

1. I am over 21 years old and am a founding member and the chief executive officer of American Fiduciary Services LLC, which is based on Portland, Oregon.

2. I am competent to testify to the matters presented in this declaration, and I submit this declaration in support of my motion for an order approving my retention of Braun to market and sell the real property that belongs to the receivership estate (the "Motion"). This declaration is based on my personal knowledge, except where made on information and belief, and as to those matters, I believe them to be true.

3. By order entered on July 23, 2021, I was appointed as the temporary receiver over Profit Connect Wealth Services, Inc., and its affiliates and subsidiaries ("Profit Connect"). On August 6, 2021, upon order of the Court following stipulation of the parties, I was appointed as the permanent receiver.

4. Among the assets of the receivership estate are a residence located at 7043 Calvert Cliffs Street, North Las Vegas, Nevada, where Joy and Brent Kovar lived. They have since vacated that property. In addition, pre-receivership, Profit Connect acquired eight parcels of land in Searchlight, Nevada. Based on title searches, all of the real property appears to be unencumbered.

5. I solicited and received proposals from several different brokers. After reviewing them, I have determined that I would like to retain Braun to market and sell all of the real property described above. After conferring with Braun, I have determined that selling the Residential Property in a private sale without overbids but after a traditional marketing process is in the best interests of the receivership estate. Given the current competitiveness of the real estate market and the reality that the Residential Property is a tract home that will be attractive to entry level buyers, I am concerned that requiring buyers to go through an auction process will

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1 discourage them from bidding on the Residential Property. Obtaining three formal
2 appraisals of the Residential Property is expensive, and unnecessary when subjecting
3 the Residential Property to the market with a listing agreement and marketing will
4 ensure the highest and best price for the Residential Property. Accordingly, I
5 obtained the consent of the Securities & Exchange Commission and Brent and Joy
6 Kovar to waive the requirements of 28 U.S.C. § 2001 with respect to the Residential
7 Property. We intend to list the Residential Property for \$459,000.

8 6. Braun's commission for the sale of the Residential Property will be 6%
9 and I may terminate the listing agreement at any time. I have obtained a preliminary
10 title report for the Residential Property and it appears to be unencumbered by any
11 liens. I will pay closing costs, the broker's commission, and pro-rated property taxes
12 and homeowners' association dues at the closing. A true and correct copy of the
13 Listing Agreement and its addendum are attached as Exhibit 1. A true and correct
14 copy of the title commitment we obtained from First American that lists
15 encumbrances is attached as Exhibit 2.

16 7. With respect to the Searchlight Parcels, Braun will initially list and
17 market them in a traditional manner and see what interest is generated in them. If
18 reasonable offers for the Searchlight Parcels are received in this manner, then I will
19 present the proposed sales to the Court for approval, with the sales subject to overbid.
20 Because of the nature of these properties and the fact that they are raw land, Braun's
21 commission will be 10%. I may terminate the listing agreement at any time. True
22 and correct copies of that Listing Agreement and its addendum are attached as
23 Exhibit 3. However, if in consultation with Braun I determine that the traditional
24 brokerage sale method is not successful for the parcels, then I am seeking to sell those
25 parcels via an on-line auction to be conducted by Premier Estates, Braun's sister
26 company. In the event that the parcels are sold in that manner, then Premier Estates
27 will collect a ten percent buyer's premium from the buyer(s) of the parcels, and the
28 receivership estate will pay the costs associated with marketing. A true and correct

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copy of the Auction Agreement and its addendum are attached as Exhibit 4.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on February 7, 2022.

/s/ Geoff Winkler

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EXHIBIT "1"



EXCLUSIVE RIGHT TO REPRESENT OWNER FOR SALE OR LEASE OF REAL PROPERTY (Non-Residential)

1. BASIC PROVISIONS ("BASIC PROVISIONS").

1.1 Parties: This agency Agreement ("Agreement"), dated for reference purposes only January 18, 2022, is made by and between Geoff Winkler, Receiver, Profit Connect whose address is 715 NW Hoyt Street #4364, Portland, OR telephone number , Fax No. ("Owner"), and Braun International Real Estate whose address is 438 PCH Hermosa Beach telephone number (866) 568-6638, Fax No. ("Agent").

1.2 Property/Premises: The real property, or a portion thereof, which is the subject of this Agreement is commonly known by the street address of 7043 Calvert Cliffs Street located in the City of North Las Vegas, County of Clark, State of NV, and generally described as (describe briefly the nature of the property): Single Family Residence

("Property"). (See also Paragraph 3).

1.3 Term of Agreement: The term of this Agreement shall commence on January 18, 2022 and expire at 5:00 p.m. on January 18, 2023, except as it may be extended ("Term"). (See also paragraph 4)

1.4 Transaction: The nature of the transaction concerning the Property for which Agent is employed ("Transaction") is (check the appropriate box(es)):

(a) [X] A sale for the following sale price and terms: TBD. Terms: 1.) Property is sold as is. 2.) Seller is court appointed & has no knowledge regarding the condition & use of the property. 3.) Seller will not provide disclosures.

and other additional standard terms reasonably similar to those contained in the "STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR THE PURCHASE OF REAL ESTATE" published by the AIR Commercial Real Estate Association ("AIR"), or for such other price and terms agreeable to Owner;

(b) [] A lease or other tenancy for the following rent and terms:

and other additional standard terms reasonably similar to those contained in the appropriate AIR lease form or for such other rent and terms agreeable to Owner.

2. EXCLUSIVE EMPLOYMENT AND RIGHTS.

2.1 Owner hereby employs Agent as Owner's sole and exclusive agent to represent Owner in the Transaction and to find buyers or lessees/tenants ("lessees"), as the case may be, for the Property. Agent shall use reasonably diligent efforts to find such buyers or lessees. All negotiations and discussions for a Transaction shall be conducted by Agent on behalf of Owner. Owner shall promptly disclose and refer to Agent all written or oral inquiries or contacts received by Owner from any source regarding a possible Transaction.

2.2 Owner authorizes Agent to:

- (a) Place advertising signs on the Property;
(b) Place a lock box on the Property if vacant;
(c) Accept deposits from potential buyers or lessees; and
(d) Distribute information regarding the Property to participants in THE MULTIPLE ("MULTIPLE") of the AIR and/or any other

appropriate local commercial multiple listing service, to other brokers, and to potential buyers or lessees of the Property. Owner shall identify as "confidential" any information provided to Agent that Owner considers confidential and does not want disclosed. All other information provided by Owner may be disclosed as Agent may deem appropriate or necessary. After consummation of a Transaction, Agent may publicize the terms of such Transaction.

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OA-8.12, Revised 10-22-2020

Premiere Estates, 438 PCH Hermosa Beach CA 92054
Phone: 8665686638

Fax: Premiere Estates

SFR Las Vegas,

2.3 Agent shall comply with the Rules of Professional Conduct of the AIR, if a member or if not, the Rules of Professional Conduct of the Society of Industrial and Office Realtors, and shall submit the Property to the MULTIPLE. Agent shall cooperate with participants in the MULTIPLE and may, at Agent's election, cooperate with other real estate brokers (collectively "Cooperating Broker").

2.4 If the Transaction is a sale and Agent finds a prospective buyer for the Property, or if the Transaction is a lease and Agent finds a prospective lessee for the Property, Owner hereby authorizes Agent also to represent and act as the agent for such buyer or lessee, and Owner consents to such dual agency. If a Cooperating Broker finds such a buyer or lessee, then Agent shall act as agent for Owner only, the Cooperating Broker shall act as agent for the buyer or lessee only, and the Cooperating Broker shall not be Owner's agent, even though the Cooperating Broker may share in the commission paid by Owner to Agent. A Cooperating Broker shall not be an agent or subagent of Owner or Agent.

2.5 Owner agrees that Agent may, during the ordinary and normal course of marketing the Property, respond to inquiries on the Property by showing and providing information on the Property, as well as on other competing properties, to prospective buyers and lessees and that such activities may result in the payment of a commission to Agent by a third party.

3. PROPERTY.

3.1 The term "Property" shall include all of the following which are currently located on the Property and owned by Owner: permanent improvements, electrical distribution systems (power panels, buss ducting, conduits, disconnects, lighting fixtures, etc.), telephone distribution systems (lines, jacks and connections), space heaters, air conditioning equipment, air lines, carpets, window coverings, wall coverings, partitions, doors, suspended ceilings, built-ins such as cabinets, and _____

(if there are no additional items write "NONE"). If the Transaction is a sale, the term "Property" shall additionally include, to the extent owned by Owner, oil and mineral rights, leases and other agreements which will continue in effect after Owner's transfer of title to the Property.

3.2 Within five business days after the commencement of the Term hereof, Owner shall provide Agent with the following:

(a) A duly completed and fully executed Property Information Sheet on the most current form published by the AIR;

(b) Copies of all leases, subleases, rental agreements, option rights, rights of first refusal, rights of first offer, or other documents containing any other limitations on Owner's right, ability and capacity to consummate a Transaction, and

(c) If available to Owner, copies of building plans, and if the Transaction is a sale, title reports, boundary surveys, and existing notes and trust deeds which will continue to affect the Property after consummation of a sale.

3.3 Agent shall have no responsibility for maintenance, repair, replacement, operation, or security of the Property, all of which shall be Owner's sole responsibility. Unless caused by Agent's gross negligence, Agent shall not be liable for any loss, damage, or injury to the person or property of Owner, any lessees of the Property, any buyer, prospective buyer, lessee, or prospective lessee, including, but not limited to, those which may occur as a result of Agent's use of a lock box.

4. EXTENSION OF TERM. If the Transaction is a sale, and a sale is not consummated for any reason after Owner accepts an offer to purchase the Property ("Sale Agreement"), then the expiration date of the Term of this Agreement shall be extended by the number of days that elapsed between the date Owner entered into the Sale Agreement and the later of the date on which the Sale Agreement is terminated or the date Owner is able to convey title to a new buyer free and clear of any claims by the prior buyer of the Property; provided, however, in no event shall the Term be so extended beyond one year from the date the Term would have otherwise expired.

5. COMMISSION.

5.1 Owner shall pay Agent a commission in the amount of 6% in accordance with the commission schedule attached hereto ("Agreed Commission"), for a Transaction, whether such Transaction is consummated as a result of the efforts of Agent, Owner, or some other person or entity. Agent shall also be entitled to the Agreed Commission if any of the Owner's representations and warranties described in paragraph 8 are shown to be false. Such Agreed Commission is payable:

(a) If the Transaction is a sale, (i) the Property is sold; (ii) Owner breaches or repudiates any Sale Agreement, escrow instructions or other documents executed by Owner regarding the sale of the Property; (iii) the Property or any interest therein is voluntarily or involuntarily sold, conveyed, contributed or transferred; (iv) the Property or any interest therein is taken under the power of Eminent Domain or sold under threat of condemnation, or (v) if Owner is a partnership, joint venture, limited liability company, corporation, trust or other entity, and any interest in Owner is voluntarily or involuntarily sold, contributed, conveyed or transferred to another person or entity that, as of the date hereof, does not have any ownership interest in Owner;

(b) If the Transaction is a lease and a lease of the Property, or a portion thereof is executed; or

(c) If Owner (i) removes or withdraws the Property from a Transaction or the market; (ii) acts as if the Property is not available for a Transaction; (iii) treats the Property as not available for a Transaction; (iv) breaches, terminates, cancels or repudiates this Agreement; (v) renders the Property unmarketable; or (vi) changes the status of the Property's title, leases, agreements, physical condition or other aspects thereof, which such change adversely impacts the value, use, desirability or marketability of the Property.

(d) If earnest money or similar deposits made by a prospective purchaser or tenant are forfeited Agent shall be entitled to one-half (1/2) thereof, but not to exceed the total amount of the commission that would have been payable had the sale or lease transaction been consummated.

5.2 If the Transaction is a sale, the purchase agreement and/or escrow instructions to be entered into by and between Owner and a buyer of the Property shall provide that:

(a) Owner irrevocably instructs the escrow holder to pay from Owner's proceeds accruing to the account of Owner at the close of escrow the Agreed Commission to Agent;

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(b) A contingency to the consummation of the sale shall be the payment of the Agreed Commission to Agent at or prior to close of the escrow; and

(c) No change shall be made by Owner or buyer with respect to the time of, amount of, or the conditions to payment of the Agreed Commission, without Agent's written consent.

6. **ALTERNATIVE TRANSACTION.** If the Transaction changes to any other transaction, including, but not limited to, a sale, exchange, option to buy, right of first refusal, ground lease, lease, sublease or assignment of lease (collectively "Alternative Transaction"), then Agent shall automatically be Owner's sole and exclusive Agent for such Alternative Transaction and represent Owner in such Alternative Transaction, under the terms and conditions of this Agreement. If, during the Term hereof, an Alternative Transaction is entered into, then Owner shall pay Agent the Agreed Commission.

7. **EXCLUDED AND REGISTERED PERSONS.**

7.1 Owner shall, within 5 business days after the date hereof, provide Agent, in writing, with the names of those persons or entities registered with Owner by any other broker under any prior agreement concerning the Property ("Excluded Persons", see paragraph 7.5). Owner shall also specify for each Excluded Person the type of transaction the consummation of which during the Term of this Agreement entitles such other broker to any compensation ("Excluded Transaction"). Agent may within 10 days of receiving such written list, either (a) accept the Excluded Persons and Excluded Transactions, (b) cancel this Agreement, or (c) attempt to renegotiate this portion of the Agreement with Owner. Once accepted by Agent, the written list shall automatically become an exhibit to this Agreement. If Owner timely provides Agent with the names of the Excluded Persons and specifies the Excluded Transaction for each Excluded Person, then the Agreed Commission paid to Agent with respect to consummation of such an Excluded Transaction with an Excluded Person shall be limited as follows: if such Excluded Transaction is concluded within the first 30 days of the commencement of the Term hereof, then Agent shall be paid a commission equal to the reasonable out-of-pocket expenses incurred by Agent in the marketing of the Property during said 30 days; or if such Excluded Transaction is concluded during the remainder of the Term hereof, then Agent shall be entitled to a commission equal to one-half of the Agreed Commission. If the specified information concerning Excluded Persons and Transactions is not provided as set forth herein, then it shall be conclusively deemed that there are no Excluded Persons.

7.2 Agent shall, within 5 business days after the expiration of the Term hereof, provide Owner, in writing, with the name of those persons or entities with whom Agent either directly or through another broker had negotiated during the Term hereof ("Registered Persons", see paragraph 7.5), and specify the type of transaction of the Property for which such negotiations were conducted ("Registered Transaction"). Those persons or entities who submitted written offers or letters of intent shall, however, automatically be deemed to be Registered Persons for the type of transaction which was the subject of such offer or letter of intent. If Agent fails to timely notify Owner of the existence of any other Registered Persons, then it shall be conclusively deemed that there are no other Registered Persons. A person or entity shall not be a Registered Person if Agent fails to timely specify a Registered Transaction for such person or entity. The parties are aware that the registration of certain individuals and/or entities might create a Dual Agency, and Owner hereby consents to any such Dual Agency.

7.3 If, within 180 days after the expiration of the Term hereof, Owner enters into a contract with a Registered Person for consummation of a Registered Transaction, then Owner shall, upon consummation of such Registered Transaction, pay Agent the Agreed Commission for the Registered Transaction.

7.4 If, within 180 days after the expiration of the Term hereof, Owner enters into another owner-agency or listing agreement with a broker other than Agent for any transaction concerning the Property, then Owner shall provide to Owner's new broker the names of the Registered Persons and the Registered Transaction for each Registered Person, and provide in such new agreement that the new broker shall not be entitled to receive any of the compensation payable to Agent hereunder for consummation of a Registered Transaction with a Registered Person.

7.5 In order to qualify to be an Excluded Person or a Registered Person the individual or entity must have: toured the Property, submitted a letter of interest or intent, and/or made an offer to buy or lease the Property. In addition, Excluded Persons may only be registered by a broker who previously had a valid listing agreement covering the Property, and such broker may only register individuals and entities actually procured by such listing broker.

8. **OWNER'S REPRESENTATIONS.**

Owner represents and warrants that:

(a) Each person executing this Agreement on behalf of Owner has the full right, power and authority to execute this Agreement as or on behalf of Owner;

(b) Owner owns the Property and/or has the full right, power and authority to execute this Agreement and to consummate a Transaction as provided herein, and to perform Owner's obligations hereunder;

(c) Neither Owner nor the Property is the subject of a bankruptcy, insolvency, probate or conservatorship proceeding;

(d) Owner has no notice or knowledge that any lessee or sublessee of the Property, if any, is the subject of a bankruptcy or insolvency proceeding;

(e) There are no effective, valid or enforceable option rights, rights of first refusal, rights of first offer or any other restrictions, impediments or limitations on Owner's right, ability and capacity to consummate a Transaction, except as disclosed in writing pursuant to Paragraph 3.2(b).

(f) That as of the date of this Agreement the asking sales price is not less than the total of all monetary encumbrances on the Property.

9. **OWNER'S ACKNOWLEDGMENTS.** Owner acknowledges that it has been advised by Agent to consult and retain experts to advise and represent it concerning the legal and tax effects of this Agreement and consummation of a Transaction or Alternative Transaction, as well as the condition and/or legality of the Property, including, but not limited to, the Property's improvements, equipment, soil, tenancies, title and

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environmental aspects. Agent shall have no obligation to investigate any such matters unless expressly otherwise agreed to in writing by Owner and Agent. Owner further acknowledges that in determining the financial soundness of any prospective buyer, lessee or security offered, Owner will rely solely upon Owner's own investigation, notwithstanding Agent's assistance in gathering such information.

10. MISCELLANEOUS.

10.1 This Agreement shall not be construed either for or against Owner or Agent, but shall be interpreted, construed and enforced in accordance with the mutual intent of the parties ascertainable from the language of this Agreement. Signatures to this Agreement accomplished by means of electronic signature or similar technology shall be legal and binding.

10.2 All payments by Owner to Agent shall be made in lawful United States currency. If Owner fails to pay to Agent any amount when due under this Agreement, then such amount shall bear interest at the rate of 15% per annum or the maximum rate allowed by law, whichever is less.

10.3 In the event of litigation or arbitration between Owner and Agent arising under or relating to this Agreement or the Property, the prevailing party shall be paid its attorney's fees and costs by the losing party. The term, "Prevailing Party" shall include, without limitation, one who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense. The attorney's fees award shall not be computed in accordance with any court fee schedule, but shall be in an amount to fully reimburse all attorney's fees reasonably incurred in good faith.

10.4 Owner agrees to indemnify, defend (with counsel reasonably acceptable to Agent), and hold Agent harmless from and against any claim or liability asserted against Agent as a result of the failure of Owner to make a full and complete disclosure pursuant to law and paragraph 3.2(a) or as a result of the fact that any of the representations made by Owner (see paragraph 8) were not true at the time that this Agreement was signed.

10.5 Owner hereby releases and relieves Agent, and waives Owner's entire right of recovery against Agent, for direct or consequential loss or damage arising out of or incident to the perils covered by insurance carried by Owner, whether or not due to the negligence of Agent.

10.6 In the event that the Transaction is not an outright sale, Owner agrees that if Agent is not paid the Agreed Commission provided for herein within thirty days of the date due, that Agent shall have a lien in the amount of such commission, and may record a notice of such lien, against the Property.

10.7 Owner agrees that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to the services to be performed by Agent pursuant to this Agreement may be brought against Agent more than one year after the expiration of the Term of this Agreement (see paragraph 1.3) and that the liability (including court costs and attorney's fees) of Agent with respect to any such lawsuit and/or legal proceeding shall not exceed any fee received by Agent pursuant to this Agreement; provided, however, that the foregoing limitation on liability shall not be applicable to any gross negligence or willful misconduct of Agent.

11. ARBITRATION OF DISPUTES.

11.1 ANY CONTROVERSY ARISING UNDER OR RELATING TO THIS AGREEMENT SHALL BE DETERMINED BY BINDING ARBITRATION TO BE CONDUCTED BY: THE AMERICAN ARBITRATION ASSOCIATION OR _____ USING THE COMMERCIAL RULES ESTABLISHED BY SUCH ORGANIZATION OR IF NONE THE AMERICAN ARBITRATION ASSOCIATION'S COMMERCIAL RULES. ARBITRATION HEARINGS SHALL BE HELD IN THE COUNTY WHERE THE PROPERTY IS LOCATED.

11.2 NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

11.3 WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

Owner's Initials

Agent's Initials

11.4 THE PROVISIONS OF THE ABOVE ARBITRATION CLAUSE SHALL NOT BE BINDING ON EITHER PARTY UNLESS BOTH PARTIES HAVE PLACED THEIR INITIALS UNDER PARAGRAPH 11.3.

12. Additional Provisions: Additional provisions of this Agreement are set forth in the following blank lines or in an addendum attached hereto and made a part hereof consisting of paragraphs None through _____ (if there are no additional provisions write "NONE"):

13. Disclosures Regarding The Nature of a Real Estate Agency Relationship. When entering into an agreement with a real estate agent an Owner should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction.

(i) Owner's Agent. An Owner's agent may act as an agent for the Owner only. An Owner's agent or subagent has the following affirmative obligations: To the Owner: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings. To a potential buyer/lessee and the Owner: a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

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(ii) *Agent Representing Both Parties.* A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both Parties in a transaction, but only with the knowledge and consent of the Parties. In a dual agency situation, the agent has the following affirmative obligations to both Parties: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Party. b. Other duties to the Owner as stated above in subparagraph (i). When representing both Parties, an agent may not without the express permission of the respective Party, disclose to the other Party that the Owner will accept rent/purchase price in an amount less than that indicated in the listing or that the buyer/lessee is willing to pay a higher rent/purchase price than that offered.

The above duties of the Agent do not relieve Owner from the responsibility to protect its own interests. Owner should carefully read all agreements to assure that they adequately express its understanding of the transaction.

Date: January 18, 2022

Date: January 18, 2022

OWNER

Geoff Winkler, Receiver, Profit Connect

By: _____

Name Printed: Geoff Winkler,

Title: Receiver, Profit Connect

AGENT

Braun International Real Estate

Todd Wohl

By: _____

Name Printed: Todd Wohl

Title: _____

Agent DRE License #: 01912556

Address: 438 PCH

Hermosa Beach

Phone: (866) 568-6638

Fax: _____

Email: todd@braunco.com

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OA-8.12, Revised 10-22-2020

ADDENDUM TO LISTING AGREEMENT

The Listing Agreement (the "Listing Agreement") entered into between Geoff Winkler, solely in his capacity as the Receiver (the "Receiver") for Profit Connect Wealth Services, Inc., and its subsidiaries and affiliates, including Profit Connect, a Nevada corporation (together, "Profit Connect"), and Braun International Real Estate (the "Broker") with respect to the real property located at 7043 Calvert Cliffs St., North Las Vegas, NV (the "Property"), is amended by the following terms and conditions:

1. Addendum. This Agreement is an addendum to the Listing Agreement. In the event of a conflict with the provisions of the Listing Agreement and notwithstanding any contrary term in the Listing Agreement, this Addendum shall apply.
2. Court Approval. The Listing Agreement is subject to the approval of the District Court presiding over the receivership estate. In the event that approval is not obtained, the Listing Agreement shall be of no further force and effect. The Receiver agrees to seek Court approval as soon as reasonably practicable after execution of the Listing Agreement.
3. No Liability. The Receiver is listing the Property for sale in his capacity as the Receiver for Profit Connect, and not in his personal capacity, and no liability or obligations shall accrue to him personally as a result of such listing.
4. Termination. If the Receiver determines that abandonment of the Property is in the best interests of the receivership estate, he may terminate the Listing Agreement and no liability or obligations shall accrue to the receivership estate or Profit Connect as a result of any such termination.
5. Conditions of Sale. The Broker agrees and understands that any sale of the Property shall be subject to the following terms and conditions:
 - a. The Receiver is signing any documents 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;
 - b. 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;
 - c. 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-divisionability of the Property;
 - d. 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;
 - e. The purchaser is to arrange for all financing of the acquisition of the Property before the close of escrow;

- f. All escrow fees shall be shared and paid on a 50/50 basis by the receivership estate and the purchaser;
- g. The Property is being sold subject to:
 - (1) 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;
 - (2) 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;

6. Payment of Commission. The commission to be paid to Broker shall only be paid from the proceeds of the sale of the Property. The payment of commission is subject to prior approval of the District Court.

7. Entire Agreement. The Listing Agreement and Addendum constitute the entire contract between the parties regarding the listing of the Property for sale. Its terms are intended by the parties as a final expression of their agreement with respect to such terms as are included herein, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete, final and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any, involving this agreement.

8. District Court Jurisdiction. The District Court presiding over the receivership estate shall have exclusive jurisdiction to resolve any and all disputes relating to the Listing Agreement sitting without jury, which is specifically waived. For purposes of clarity, this provision modifies the arbitration provision in the Listing Agreement. The Listing Agreement and any disputes related thereto shall be governed by Nevada law.

Dated: _____, 2022

Seller:

By: Geoff Winkler, solely in his capacity as
the Receiver for Profit Connect

Dated: 1/19, 2022

Broker: Braun International Real Estate

Todd Wohl

EXHIBIT "2"

	<p><i>First American Title</i></p>	<p>ALTA Commitment for Title Insurance</p>
<p>Commitment</p>		<p>ISSUED BY First American Title Insurance Company File No: 13896-2638738</p>

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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First American Title

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 13896-2638738

Schedule A

Transaction Identification Data for reference only:

Issuing Agent: First American Title Insurance Company

Issuing Office: 10000 W Charleston Blvd, Suite 180
Las Vegas, NV 89135

Issuing Office's ALTA® Registry ID: 1002687

Commitment No.: 13896-2638738

Property Address: 7043 Calvert Cliffs St, North Las Vegas, NV
89084

Revision No.:

Inquiries Should Be Directed To:

Monica Ruiz

Phone: (702)251-5039

Email: monicarui@firstam.com

Issuing Office File No.: 13896-2638738

SCHEDULE A

1. Commitment Date: October 02, 2021 8:00 AM
2. Policies to be issued:
 - (a) ALTA Homeowners (Eagle Owner) Policy
Proposed Insured: To Be Determined
Proposed Policy Amount: \$1,000.00
 - (b) ALTA Loan Policy
Proposed Insured: To Be Determined
Proposed Policy Amount: \$1,000.00
3. The estate or interest in the Land described or referred to in this Commitment is

Fee Simple

4. The Title is, at the Commitment Date, vested in: Profit Connect Nevada C Corp
5. The Land is described as follows:

See Exhibit "A" attached hereto and made a part hereof

By:
Cristina Jackson
Authorized Signatory

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First American Title

Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 13896-2638738

Commitment No.: 13896-2638738

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

Prior to the close of escrow or the issuance of any policy of title insurance, we will require that a copy of the Corporate Resolutions for Profit Connect Nevada C Corp be submitted to the Company for examination.

Evidence of proper filing and good standing in the state of domicile as well as in the State of Nevada of Profit Connect Nevada C Corp.

5. This transaction may be subject to a Geographic Targeting Order ("GTO") issued pursuant to the Bank Secrecy Act. Information necessary to comply with the GTO must be provided prior to the closing. This transaction will not be insured until this information is submitted, reviewed and found to be complete.

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First American Title

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 13896-2638738

Commitment No.: 13896-2638738

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and that are not shown by the Public Records.
5. Unpatented mining claims, (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (c) water rights or, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

Exceptions 1-6 will be omitted on extended coverage policies

7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
8. Water rights, claims or title to water, whether or not shown by the Public Records.

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- 9. Any taxes that may be due, but not assessed, for new construction which can be assessed on the unsecured property rolls, in the office of the County Assessor, per Nevada Revised Statute 361.260.
- 10. Any taxes that may be due as provided under NRS 361.4725.
- 11. Those taxes for the fiscal year July 1, 2021 through June 30, 2022, including any secured personal property taxes collected by the County Treasurer.

APN 124-21-116-010

	Amount:	Status:
1st installment	\$1,043.70	Delinquent
2nd installment	\$1,040.63	Delinquent
3rd installment	\$1,040.63	
4th installment	\$1,040.63	
Total	\$4,165.59	

Note: Said taxes become a lien on July 1, 2021, each installment will become due and payable on the following dates:

- 1st installment is due on the 3rd Monday of August, 2021.
- 2nd installment is due on the 1st Monday of October, 2021.
- 3rd installment is due on the 1st Monday of January, 2022.
- 4th installment is due on the 1st Monday of March, 2022.

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

- 12. An Easement for roadway/highway, drainage and/or flood control facilities, sewer lines and street lighting structures and incidental purposes, recorded April 28, 1998 in [Book No. 980428 as Instrument No. 01285](#) of Official Records.

Granted to: Clark County
 Affects: A portion of said land

- 13. An Easement for right-of-way for streets, water and sewer facilities and water drainage improvements and incidental purposes, recorded April 15, 2003 in [Book No. 20030415 as Instrument No. 00546](#) of Official Records.

Granted to: City of North Las Vegas
 Affects: A portion of said land

- 14. An Easement for road under right-of-way and incidental purposes, recorded October 26, 2004 in [Book No. 20041026 as Instrument No. 01637](#) of Official Records.

Granted to: City of North Las Vegas
 Affects: A portion of said land

- 15. Reservations and provisions as contained in Patent from the United States of America, recorded May 09, 2006, in [Book 20060509 of Official Records, as Instrument No. 04399](#).

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- 16. Easements and all other matters as shown and/or delineated upon the Parent Final Map of Project "O" East Parcel, on file in [Book 140 of plats, Page 60](#), of Official Records.

A document entitled "Partial Release of Easement", recorded September 08, 2017, in [Book 20170908 as Instrument No. 01541](#) of Official Records.

- 17. Easements and all other matters as shown and/or dedicated upon the parcel map, recorded in [File 115, Page 64](#) of Parcel Maps.

- 18. The terms and provisions contained in the document entitled Agreement, executed by and between Clark County School District, a political subdivision of the state of Nevada and November 2005 Land Investors, L.L.C a Nevada limited liability company and DRHI, Inc. a Delaware corporation, recorded September 30, 2008 in [Book No. 20080930 as Instrument No. 06006](#) of Official Records.

The last mentioned item was re-recorded February 10, 2009 in [Book 20090210 as Instrument No. 00541](#) of Official Records.

- 19. Covenants, conditions, and restrictions in a Grant, Bargain, Sale Deed recorded November 20, 2009, in [Book 20091120 as Instrument No. 00902](#) of Official Records.

- 20. Covenants, conditions, and restrictions in a Grant, Bargain, Sale Deed recorded December 31, 2009, in [Book 20091231 as Instrument No. 04001](#) of Official Records.

- 21. Covenants, conditions and restrictions in the document recorded December 09, 2010 in [Book No. 20101209 as Instrument No. 02929](#) of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(C), of United States Codes.

A Declaration of Annexation to said covenants, conditions and restrictions was recorded July 24, 2020, in [Book 20200724 as Instrument No. 02029](#) of Official Records.

- 22. The terms and provisions contained in the document entitled Second Amended and Restated Development Agreement for The Villages at Tule Springs (Formerly known as Park Highlands East), executed by and between the City of North Las Vegas, State of Nevada; Crescent Bay Development Services, LLC, a Delaware limited liability company; KBS SOR Park Highlands, LLC, a Delaware limited liability company; KBS SOR Park Highlands II, LLC, a Delaware limited liability company; Standard Pacific of Las Vegas, Inc., a Delaware corporation; and Highlands Park Holdings, LLC, a Delaware limited liability company, recorded January 27, 2016 in [Book No. 20160127 as Instrument No. 03578](#) of Official Records.

A document entitled "Village Development Assignment (South Village 3, Tule Springs)", recorded May 01, 2017, in [Book 20170501 as Instrument No. 03023](#) of Official Records.

- 23. A document entitled "Owners Agreement for the Villages at Tule Springs", recorded May 01, 2017, in [Book 20170501 as Instrument No. 03017](#) of Official Records.

A document declaring modifications thereof recorded September 19, 2018 in [Book No. 20180919 as Instrument No. 02158](#) of Official Records.

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24. [Covenants, conditions and restrictions in the document recorded May 01, 2017 in Book No. 20170501 as Instrument No. 03018](#) of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(C), of United States Codes.

A document declaring modifications thereof recorded September 19, 2018 in [Book No. 20180919 as Instrument No. 02159](#) of Official Records.

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

25. A document entitled "Joint Development Agreement", recorded May 01, 2017, in [Book 20170501 as Instrument No. 03024](#) of Official Records.
26. An Easement for public utilities and incidental purposes, recorded June 01, 2017 in [Book No. 20170601 as Instrument No. 02623](#) of Official Records.

Granted to: City of North Las Vegas, Nevada
Affects: A portion of said land

27. An Easement for public utilities and incidental purposes, recorded June 05, 2017 in [Book No. 20170605 as Instrument No. 00981](#) of Official Records.

Granted to: City of North Las Vegas, Nevada
Affects: A portion of said land

28. An Easement for street, roadway and incidental purposes, recorded June 05, 2017 in [Book No. 20170605 as Instrument No. 00982](#) of Official Records.

Granted to: City of North Las Vegas, Nevada
Affects: A portion of said land

29. An Easement for street, roadway and incidental purposes, recorded June 05, 2017 in [Book No. 20170605 as Instrument No. 00983](#) of Official Records.

Granted to: City of North Las Vegas, Nevada
Affects: A portion of said land

30. Covenants, conditions and restrictions in the document recorded February 02, 2018 in [Book No. 20180202 as Instrument No. 00966](#) of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(C), of United States Codes.

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

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A Document entitled "Assignment & Assumption of Declarant Standard Pacific's Rights" recorded August 02, 2019 in [Book No. 20190802](#), as [Instrument No. 01699](#), of Official Records.

31. Easements and all other matters as shown and/or delineated upon the final map of Villages at Tule Springs Village 3 - Parcel 3.04 - Unit 1, on file in [Book 155 of plats, Page 55](#), of Official Records.
32. Easements and all other matters as shown and/or delineated upon the final map of Villages at Tule Springs Village 3 - Parcel 3.04 - Unit 2, on file in [Book 156 of plats, Page 69](#), of Official Records.
33. Covenants, conditions, and restrictions in a Declaration of Solar Energy Covenants, Conditions and Restrictions recorded April 03, 2019, in [Book 20190403 as Instrument No. 01775](#) of Official Records.
34. An Easement for solar energy equipment and incidental purposes, recorded April 03, 2019 in [Book No. 20190403 as Instrument No. 01776](#) of Official Records.

Granted to: SunStreet Energy Group, LLC, Delaware limited liability company
Affects: A portion of said land

35. Covenants, conditions and restrictions in the document recorded April 03, 2019 in [Book No. 20190403 as Instrument No. 01777](#) of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(C), of United States Codes.

The right to levy certain charges or assessments against the land which shall become a lien if not paid as set forth in the above declaration of restrictions, and is conferred upon the Stone Creek North Homeowners Association, a Nevada non-profit corporation.

- A Declaration of Annexation to said covenants, conditions and restrictions was recorded January 27, 2021, in [Book 20210127 as Instrument No. 00702](#) of Official Records.
36. Covenants, conditions, and restrictions in a Grant, Bargain, Sale Deed recorded January 27, 2021, in [Book 20210127 as Instrument No. 00704](#) of Official Records.
 37. We find no outstanding voluntary liens of record affecting subject property. An inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest in the subject property.

NOTE: According to the public records, there have been no Deeds conveying the land described herein within a period of 24 months prior to the date of this Report, except as follows:

A Deed recorded January 27, 2021, in [Book 20210127 as Instrument No. 00704](#) of Official Records.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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To: Profit Connect Nevada C Corp

NOTE: This Report is preparatory to the issuance of an ALTA Policy of Title Insurance. We have no knowledge of any fact which would preclude the issuance of said ALTA Policy with Endorsements ALTA 9.10 and ALTA 22 attached.

There is located on the land a single family residence known as 7043 Calvert Cliffs St, North Las Vegas, NV

Current Assessor's Parcel No.124-21-116-010

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

NOTE: Short term rate applicable, 80% of base rate.

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INFORMATIONAL NOTES

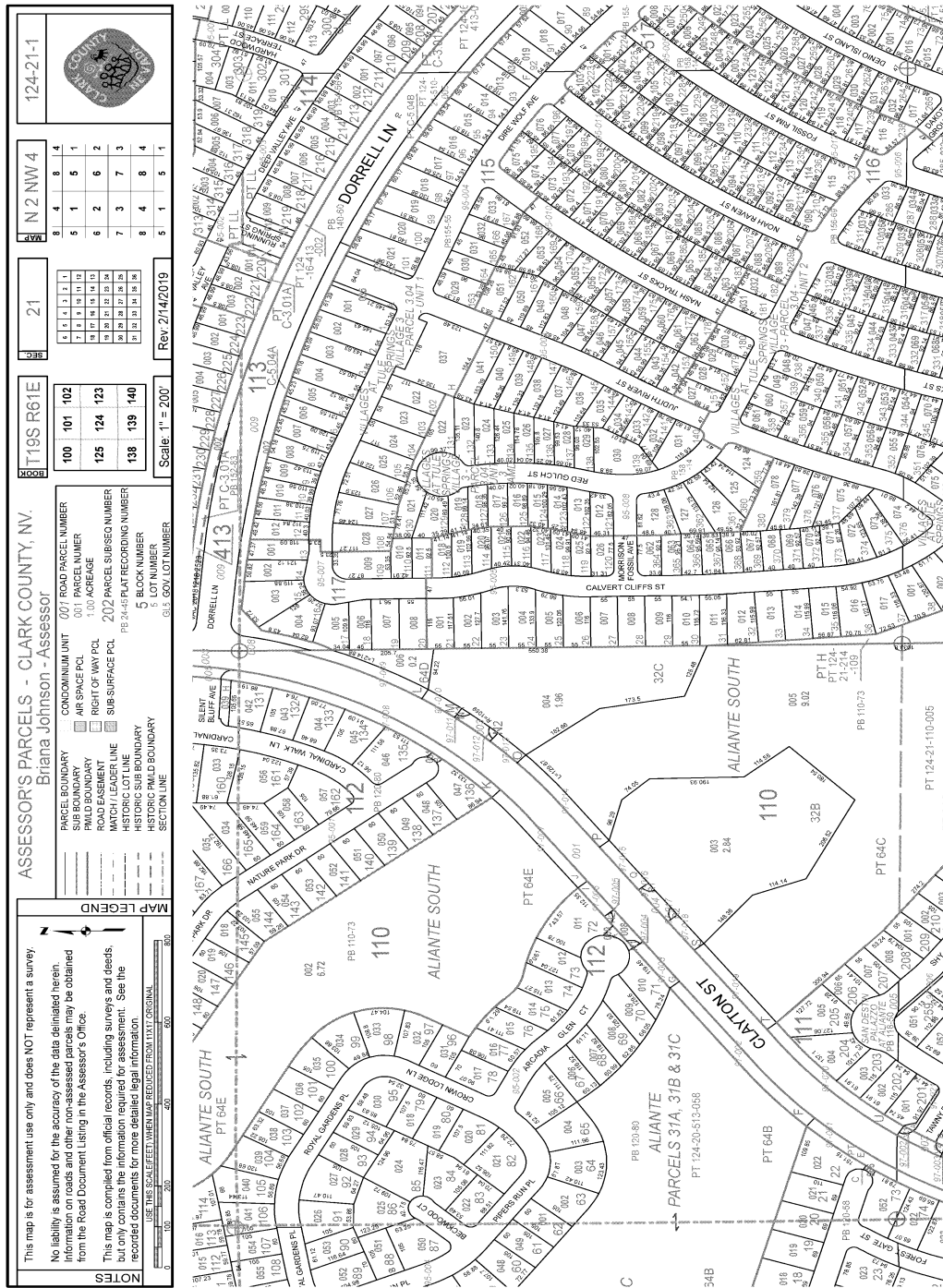
NOTE to proposed insured lender only: No Private transfer fee covenant, as defined in Federal Housing Finance Agency Final Rule 12 CFR Part 1228, that was created and first appears in the Public Records on or after February 8, 2011, encumbers the Title except as follows: None

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

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TAX DIST 250

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First American Title

ISSUED BY

First American Title Insurance Company

Exhibit A

File No: 13896-2638738

Issuing Office File Number:

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

LOT 30, AS SHOWN ON THE FINAL MAP OF VILLAGES AT TULE SPRINGS VILLAGE 3 - PARCEL 3.04 - UNIT 2, IN BOOK 156 OF PLATS, PAGE 69, CLARK COUNTY RECORDS.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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EXHIBIT "3"



EXCLUSIVE RIGHT TO REPRESENT OWNER
FOR SALE OR LEASE OF REAL PROPERTY
(Non-Residential)

1. BASIC PROVISIONS ("BASIC PROVISIONS").

1.1 Parties: This agency Agreement ("Agreement"), dated for reference purposes only January 18, 2022, is made by and between Geoff Winkler, Receiver, Profit Connect, whose address is 715 NW Hoyt Street #4364, Portland, OR, telephone number (866) 568-6638, Fax No. (Owner), and Braun International Real Estate, whose address is 438 PCH, Hermosa Beach, CA, telephone number (866) 568-6638, Fax No. (Agent).

1.2 Property/Premises: The real property, or a portion thereof, which is the subject of this Agreement is commonly known by the street address of See below: Multiple APNs, located in the City of Searchlight, County of Clark, State of NV, and generally described as (describe briefly the nature of the property): Vacant Land: APNs: 243-34-101-006, 243-27-801-004 & 006, 243-27-701-004 005, 243-34-201-014, 243-34-301-007, 243-34-201-002 ("Property"). (See also Paragraph 3).

1.3 Term of Agreement: The term of this Agreement shall commence on January 18, 2022 and expire at 5:00 p.m. on January 18, 2023, except as it may be extended ("Term"). (See also paragraph 4)

1.4 Transaction: The nature of the transaction concerning the Property for which Agent is employed ("Transaction") is (check the appropriate box(es)):

(a) [X] A sale for the following sale price and terms: TBD. Terms: 1.) Property is sold as is. 2.) seller is court appointed and has no knowledge regarding the condition and use of the properties. 3.) Seller will not provide disclosures

and other additional standard terms reasonably similar to those contained in the "STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR THE PURCHASE OF REAL ESTATE" published by the AIR Commercial Real Estate Association ("AIR"), or for such other price and terms agreeable to Owner;

(b) [] A lease or other tenancy for the following rent and terms:

and other additional standard terms reasonably similar to those contained in the appropriate AIR lease form or for such other rent and terms agreeable to Owner.

2. EXCLUSIVE EMPLOYMENT AND RIGHTS.

2.1 Owner hereby employs Agent as Owner's sole and exclusive agent to represent Owner in the Transaction and to find buyers or lessees/tenants ("lessees"), as the case may be, for the Property. Agent shall use reasonably diligent efforts to find such buyers or lessees. All negotiations and discussions for a Transaction shall be conducted by Agent on behalf of Owner. Owner shall promptly disclose and refer to Agent all written or oral inquiries or contacts received by Owner from any source regarding a possible Transaction.

2.2 Owner authorizes Agent to:

- (a) Place advertising signs on the Property;
(b) Place a lock box on the Property if vacant;
(c) Accept deposits from potential buyers or lessees; and
(d) Distribute information regarding the Property to participants in THE MULTIPLE ("MULTIPLE") of the AIR and/or any other

appropriate local commercial multiple listing service, to other brokers, and to potential buyers or lessees of the Property. Owner shall identify as "confidential" any information provided to Agent that Owner considers confidential and does not want disclosed. All other information provided by Owner may be disclosed as Agent may deem appropriate or necessary. After consummation of a Transaction, Agent may publicize the terms of such Transaction.

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OA-8.12, Revised 10-22-2020

Premiere Estates, 438 PCH Hermosa Beach, CA 92054
Phone: 8665686638

Fax: Premiere Estates

Land Searchlight,

2.3 Agent shall comply with the Rules of Professional Conduct of the AIR, if a member or if not, the Rules of Professional Conduct of the Society of Industrial and Office Realtors, and shall submit the Property to the MULTIPLE. Agent shall cooperate with participants in the MULTIPLE and may, at Agent's election, cooperate with other real estate brokers (collectively "Cooperating Broker").

2.4 If the Transaction is a sale and Agent finds a prospective buyer for the Property, or if the Transaction is a lease and Agent finds a prospective lessee for the Property, Owner hereby authorizes Agent also to represent and act as the agent for such buyer or lessee, and Owner consents to such dual agency. If a Cooperating Broker finds such a buyer or lessee, then Agent shall act as agent for Owner only, the Cooperating Broker shall act as agent for the buyer or lessee only, and the Cooperating Broker shall not be Owner's agent, even though the Cooperating Broker may share in the commission paid by Owner to Agent. A Cooperating Broker shall not be an agent or subagent of Owner or Agent.

2.5 Owner agrees that Agent may, during the ordinary and normal course of marketing the Property, respond to inquiries on the Property by showing and providing information on the Property, as well as on other competing properties, to prospective buyers and lessees and that such activities may result in the payment of a commission to Agent by a third party.

3. PROPERTY.

3.1 The term "Property" shall include all of the following which are currently located on the Property and owned by Owner: permanent improvements, electrical distribution systems (power panels, buss ducting, conduits, disconnects, lighting fixtures, etc.), telephone distribution systems (lines, jacks and connections), space heaters, air conditioning equipment, air lines, carpets, window coverings, wall coverings, partitions, doors, suspended ceilings, built-ins such as cabinets, and _____

(if there are no additional items write "NONE"). If the Transaction is a sale, the term "Property" shall additionally include, to the extent owned by Owner, oil and mineral rights, leases and other agreements which will continue in effect after Owner's transfer of title to the Property.

3.2 Within five business days after the commencement of the Term hereof, Owner shall provide Agent with the following:

(a) A duly completed and fully executed Property Information Sheet on the most current form published by the AIR;

(b) Copies of all leases, subleases, rental agreements, option rights, rights of first refusal, rights of first offer, or other documents containing any other limitations on Owner's right, ability and capacity to consummate a Transaction, and

(c) If available to Owner, copies of building plans, and if the Transaction is a sale, title reports, boundary surveys, and existing notes and trust deeds which will continue to affect the Property after consummation of a sale.

3.3 Agent shall have no responsibility for maintenance, repair, replacement, operation, or security of the Property, all of which shall be Owner's sole responsibility. Unless caused by Agent's gross negligence, Agent shall not be liable for any loss, damage, or injury to the person or property of Owner, any lessees of the Property, any buyer, prospective buyer, lessee, or prospective lessee, including, but not limited to, those which may occur as a result of Agent's use of a lock box.

4. EXTENSION OF TERM. If the Transaction is a sale, and a sale is not consummated for any reason after Owner accepts an offer to purchase the Property ("Sale Agreement"), then the expiration date of the Term of this Agreement shall be extended by the number of days that elapsed between the date Owner entered into the Sale Agreement and the later of the date on which the Sale Agreement is terminated or the date Owner is able to convey title to a new buyer free and clear of any claims by the prior buyer of the Property; provided, however, in no event shall the Term be so extended beyond one year from the date the Term would have otherwise expired.

5. COMMISSION.

5.1 Owner shall pay Agent a commission in the amount of 1.0% in accordance with the commission schedule attached hereto ("Agreed Commission"), for a Transaction, whether such Transaction is consummated as a result of the efforts of Agent, Owner, or some other person or entity. Agent shall also be entitled to the Agreed Commission if any of the Owner's representations and warranties described in paragraph 8 are shown to be false. Such Agreed Commission is payable:

(a) If the Transaction is a sale, (i) the Property is sold; (ii) Owner breaches or repudiates any Sale Agreement, escrow instructions or other documents executed by Owner regarding the sale of the Property; (iii) the Property or any interest therein is voluntarily or involuntarily sold, conveyed, contributed or transferred; (iv) the Property or any interest therein is taken under the power of Eminent Domain or sold under threat of condemnation, or (v) if Owner is a partnership, joint venture, limited liability company, corporation, trust or other entity, and any interest in Owner is voluntarily or involuntarily sold, contributed, conveyed or transferred to another person or entity that, as of the date hereof, does not have any ownership interest in Owner;

(b) If the Transaction is a lease and a lease of the Property, or a portion thereof is executed; or

(c) If Owner (i) removes or withdraws the Property from a Transaction or the market; (ii) acts as if the Property is not available for a Transaction; (iii) treats the Property as not available for a Transaction; (iv) breaches, terminates, cancels or repudiates this Agreement; (v) renders the Property unmarketable; or (vi) changes the status of the Property's title, leases, agreements, physical condition or other aspects thereof, which such change adversely impacts the value, use, desirability or marketability of the Property.

(d) If earnest money or similar deposits made by a prospective purchaser or tenant are forfeited Agent shall be entitled to one-half (½) thereof, but not to exceed the total amount of the commission that would have been payable had the sale or lease transaction been consummated.

5.2 If the Transaction is a sale, the purchase agreement and/or escrow instructions to be entered into by and between Owner and a buyer of the Property shall provide that:

(a) Owner irrevocably instructs the escrow holder to pay from Owner's proceeds accruing to the account of Owner at the close of escrow the Agreed Commission to Agent;

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(b) A contingency to the consummation of the sale shall be the payment of the Agreed Commission to Agent at or prior to close of the escrow; and

(c) No change shall be made by Owner or buyer with respect to the time of, amount of, or the conditions to payment of the Agreed Commission, without Agent's written consent.

6. **ALTERNATIVE TRANSACTION.** If the Transaction changes to any other transaction, including, but not limited to, a sale, exchange, option to buy, right of first refusal, ground lease, lease, sublease or assignment of lease (collectively "Alternative Transaction"), then Agent shall automatically be Owner's sole and exclusive Agent for such Alternative Transaction and represent Owner in such Alternative Transaction, under the terms and conditions of this Agreement. If, during the Term hereof, an Alternative Transaction is entered into, then Owner shall pay Agent the Agreed Commission.

7. **EXCLUDED AND REGISTERED PERSONS.**

7.1 Owner shall, within 5 business days after the date hereof, provide Agent, in writing, with the names of those persons or entities registered with Owner by any other broker under any prior agreement concerning the Property ("Excluded Persons", see paragraph 7.5). Owner shall also specify for each Excluded Person the type of transaction the consummation of which during the Term of this Agreement entitles such other broker to any compensation ("Excluded Transaction"). Agent may within 10 days of receiving such written list, either (a) accept the Excluded Persons and Excluded Transactions, (b) cancel this Agreement, or (c) attempt to renegotiate this portion of the Agreement with Owner. Once accepted by Agent, the written list shall automatically become an exhibit to this Agreement. If Owner timely provides Agent with the names of the Excluded Persons and specifies the Excluded Transaction for each Excluded Person, then the Agreed Commission paid to Agent with respect to consummation of such an Excluded Transaction with an Excluded Person shall be limited as follows: if such Excluded Transaction is concluded within the first 30 days of the commencement of the Term hereof, then Agent shall be paid a commission equal to the reasonable out-of-pocket expenses incurred by Agent in the marketing of the Property during said 30 days; or if such Excluded Transaction is concluded during the remainder of the Term hereof, then Agent shall be entitled to a commission equal to one-half of the Agreed Commission. If the specified information concerning Excluded Persons and Transactions is not provided as set forth herein, then it shall be conclusively deemed that there are no Excluded Persons.

7.2 Agent shall, within 5 business days after the expiration of the Term hereof, provide Owner, in writing, with the name of those persons or entities with whom Agent either directly or through another broker had negotiated during the Term hereof ("Registered Persons", see paragraph 7.5), and specify the type of transaction of the Property for which such negotiations were conducted ("Registered Transaction"). Those persons or entities who submitted written offers or letters of intent shall, however, automatically be deemed to be Registered Persons for the type of transaction which was the subject of such offer or letter of intent. If Agent fails to timely notify Owner of the existence of any other Registered Persons, then it shall be conclusively deemed that there are no other Registered Persons. A person or entity shall not be a Registered Person if Agent fails to timely specify a Registered Transaction for such person or entity. The parties are aware that the registration of certain individuals and/or entities might create a Dual Agency, and Owner hereby consents to any such Dual Agency.

7.3 If, within 180 days after the expiration of the Term hereof, Owner enters into a contract with a Registered Person for consummation of a Registered Transaction, then Owner shall, upon consummation of such Registered Transaction, pay Agent the Agreed Commission for the Registered Transaction.

7.4 If, within 180 days after the expiration of the Term hereof, Owner enters into another owner-agency or listing agreement with a broker other than Agent for any transaction concerning the Property, then Owner shall provide to Owner's new broker the names of the Registered Persons and the Registered Transaction for each Registered Person, and provide in such new agreement that the new broker shall not be entitled to receive any of the compensation payable to Agent hereunder for consummation of a Registered Transaction with a Registered Person.

7.5 In order to qualify to be an Excluded Person or a Registered Person the individual or entity must have: toured the Property, submitted a letter of interest or intent, and/or made an offer to buy or lease the Property. In addition, Excluded Persons may only be registered by a broker who previously had a valid listing agreement covering the Property, and such broker may only register individuals and entities actually procured by such listing broker.

8. **OWNER'S REPRESENTATIONS.**

Owner represents and warrants that:

(a) Each person executing this Agreement on behalf of Owner has the full right, power and authority to execute this Agreement as or on behalf of Owner;

(b) Owner owns the Property and/or has the full right, power and authority to execute this Agreement and to consummate a Transaction as provided herein, and to perform Owner's obligations hereunder;

(c) Neither Owner nor the Property is the subject of a bankruptcy, insolvency, probate or conservatorship proceeding;

(d) Owner has no notice or knowledge that any lessee or sublessee of the Property, if any, is the subject of a bankruptcy or insolvency proceeding;

(e) There are no effective, valid or enforceable option rights, rights of first refusal, rights of first offer or any other restrictions, impediments or limitations on Owner's right, ability and capacity to consummate a Transaction, except as disclosed in writing pursuant to Paragraph 3.2(b).

(f) That as of the date of this Agreement the asking sales price is not less than the total of all monetary encumbrances on the Property.

9. **OWNER'S ACKNOWLEDGMENTS.** Owner acknowledges that it has been advised by Agent to consult and retain experts to advise and represent it concerning the legal and tax effects of this Agreement and consummation of a Transaction or Alternative Transaction, as well as the condition and/or legality of the Property, including, but not limited to, the Property's improvements, equipment, soil, tenancies, title and

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environmental aspects. Agent shall have no obligation to investigate any such matters unless expressly otherwise agreed to in writing by Owner and Agent. Owner further acknowledges that in determining the financial soundness of any prospective buyer, lessee or security offered, Owner will rely solely upon Owner's own investigation, notwithstanding Agent's assistance in gathering such information.

10. MISCELLANEOUS.

10.1 This Agreement shall not be construed either for or against Owner or Agent, but shall be interpreted, construed and enforced in accordance with the mutual intent of the parties ascertainable from the language of this Agreement. Signatures to this Agreement accomplished by means of electronic signature or similar technology shall be legal and binding.

10.2 All payments by Owner to Agent shall be made in lawful United States currency. If Owner fails to pay to Agent any amount when due under this Agreement, then such amount shall bear interest at the rate of 15% per annum or the maximum rate allowed by law, whichever is less.

10.3 In the event of litigation or arbitration between Owner and Agent arising under or relating to this Agreement or the Property, the prevailing party shall be paid its attorney's fees and costs by the losing party. The term, "Prevailing Party" shall include, without limitation, one who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense. The attorney's fees award shall not be computed in accordance with any court fee schedule, but shall be in an amount to fully reimburse all attorney's fees reasonably incurred in good faith.

10.4 Owner agrees to indemnify, defend (with counsel reasonably acceptable to Agent), and hold Agent harmless from and against any claim or liability asserted against Agent as a result of the failure of Owner to make a full and complete disclosure pursuant to law and paragraph 3.2(a) or as a result of the fact that any of the representations made by Owner (see paragraph 8) were not true at the time that this Agreement was signed.

10.5 Owner hereby releases and relieves Agent, and waives Owner's entire right of recovery against Agent, for direct or consequential loss or damage arising out of or incident to the perils covered by insurance carried by Owner, whether or not due to the negligence of Agent.

10.6 In the event that the Transaction is not an outright sale, Owner agrees that if Agent is not paid the Agreed Commission provided for herein within thirty days of the date due, that Agent shall have a lien in the amount of such commission, and may record a notice of such lien, against the Property.

10.7 Owner agrees that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to the services to be performed by Agent pursuant to this Agreement may be brought against Agent more than one year after the expiration of the Term of this Agreement (see paragraph 1.3) and that the liability (including court costs and attorney's fees) of Agent with respect to any such lawsuit and/or legal proceeding shall not exceed any fee received by Agent pursuant to this Agreement; provided, however, that the foregoing limitation on liability shall not be applicable to any gross negligence or willful misconduct of Agent.

11. ARBITRATION OF DISPUTES.

11.1 ANY CONTROVERSY ARISING UNDER OR RELATING TO THIS AGREEMENT SHALL BE DETERMINED BY BINDING ARBITRATION TO BE CONDUCTED BY: THE AMERICAN ARBITRATION ASSOCIATION OR _____ USING THE COMMERCIAL RULES ESTABLISHED BY SUCH ORGANIZATION OR IF NONE THE AMERICAN ARBITRATION ASSOCIATION'S COMMERCIAL RULES. ARBITRATION HEARINGS SHALL BE HELD IN THE COUNTY WHERE THE PROPERTY IS LOCATED.

11.2 NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

11.3 WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

Owner's Initials

Agent's Initials

11.4 THE PROVISIONS OF THE ABOVE ARBITRATION CLAUSE SHALL NOT BE BINDING ON EITHER PARTY UNLESS BOTH PARTIES HAVE PLACED THEIR INITIALS UNDER PARAGRAPH 11.3.

12. **Additional Provisions:** Additional provisions of this Agreement are set forth in the following blank lines or in an addendum attached hereto and made a part hereof consisting of paragraphs _____ through _____ (if there are no additional provisions write "NONE");

13. **Disclosures Regarding The Nature of a Real Estate Agency Relationship.** When entering into an agreement with a real estate agent an Owner should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction.

(i) *Owner's Agent.* An Owner's agent may act as an agent for the Owner only. An Owner's agent or subagent has the following affirmative obligations: *To the Owner:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings. *To a potential buyer/lessee and the Owner:* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

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(ii) *Agent Representing Both Parties.* A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both Parties in a transaction, but only with the knowledge and consent of the Parties. In a dual agency situation, the agent has the following affirmative obligations to both Parties: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Party. b. Other duties to the Owner as stated above in subparagraph (i). When representing both Parties, an agent may not without the express permission of the respective Party, disclose to the other Party that the Owner will accept rent/purchase price in an amount less than that indicated in the listing or that the buyer/lessee is willing to pay a higher rent/purchase price than that offered.

The above duties of the Agent do not relieve Owner from the responsibility to protect its own interests. Owner should carefully read all agreements to assure that they adequately express its understanding of the transaction.

Date: January 18, 2022

Date: January 18, 2022

OWNER

Geoff Winkler, Receiver, Profit Connect

By: _____

Name Printed: Geoff Winkler,

Title: Receiver, Profit Connect

AGENT

Braun International Real Estate

By: _____

Name Printed: Todd Wohl

Title: Real Estate Agent

Agent DRE License #: 01912556

Address: 438 PCH, Hermosa Beach, CA

Phone: (866) 568-6638

Fax: _____

Email: _____

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OA-8.12, Revised 10-22-2020

Land Searchlight,

ADDENDUM TO LISTING AGREEMENT

The Non-Residential Listing Agreement (the "Listing Agreement") entered into between Geoff Winkler, solely in his capacity as the Receiver (the "Receiver") for Profit Connect Wealth Services, Inc., and its subsidiaries and affiliates, including Profit Connect, a Nevada corporation (together, "Profit Connect"), and Braun International Real Estate (the "Broker") with respect to the property identified in the Listing Agreement (the "Property"), is amended by the following terms and conditions:

1. Addendum. This Agreement is an addendum to the Listing Agreement. In the event of a conflict with the provisions of the Listing Agreement and notwithstanding any contrary term in the Listing Agreement, this Addendum shall apply.
2. Court Approval. The Listing Agreement is subject to the approval of the District Court presiding over the receivership estate. In the event that approval is not obtained, the Listing Agreement shall be of no further force and effect. The Receiver agrees to seek Court approval as soon as reasonably practicable after execution of the Listing Agreement.
3. No Liability. The Receiver is listing the Property for sale in his capacity as the Receiver for Profit Connect, and not in his personal capacity, and no liability or obligations shall accrue to him personally as a result of such listing.
4. Termination. If the Receiver determines that abandonment of the Property is in the best interests of the receivership estate, he may terminate the Listing Agreement and no liability or obligations shall accrue to the receivership estate or Profit Connect as a result of any such termination.
5. Conditions of Sale. The Broker agrees and understands that any sale of the Property shall be subject to the following terms and conditions:
 - a. The Receiver is signing any documents 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;
 - b. 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;
 - c. 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-divisionability of the Property;
 - d. Unless the Property is sold at auction pursuant to the Auction Agreement with Premier Estates, the sale of the Property is subject to District Court approval after notice to all parties required to be noticed by the Court; the sale is also subject to overbid at public sale;

- e. 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;
- f. The purchaser is to arrange for all financing of the acquisition of the Property before the close of escrow;
- g. All escrow fees shall be shared and paid on a 50/50 basis by the receivership estate and the purchaser;
- h. The Property is being sold subject to:
 - (1) 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;
 - (2) 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;

6. Payment of Commission. If the Property is sold pursuant to the Listing Agreement, the commission to be paid to Broker shall only be paid from the proceeds of the sale of the Property.

7. Entire Agreement. The Listing Agreement and Addendum constitute the entire contract between the parties regarding the listing of the Property for sale as a traditional sale. Its terms are intended by the parties as a final expression of their agreement with respect to such terms as are included herein, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete, final and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any, involving this agreement.

8. District Court Jurisdiction. The District Court presiding over the receivership estate shall have exclusive jurisdiction to resolve any and all disputes relating to the Listing Agreement sitting without jury, which is specifically waived. For purposes of clarity, this provision modifies the arbitration provision in the Listing Agreement. The Listing Agreement and any disputes related thereto shall be governed by Nevada law.

Dated: _____, 2021

Seller:

By: Geoff Winkler, solely in his capacity as
the Receiver for Profit Connect

Dated: 1/19, 2021

Broker: Braun International Real Estate

Todd Wohl

EXHIBIT "4"



AUCTION AGREEMENT

(Form AMA-Standard, Revised 1/20)

This Auction & Brokerage Agreement (the "Agreement") is entered into effective as of _____, 2022, by and between Premiere Estates ("PEAC") whose address is 438 Pacific Coast Highway, Hermosa Beach, CA 90254 and Geoff Winkler, Receiver, Profit Connect (Seller) whose address is 715 NW Hoyt Street, Suite 4364, Portland Oregon.

RECITALS

- A. PEAC is licensed to act as a real estate broker in the state which the below described Property is located.
- B. Seller is the owner of real property described as: An incomplete, under construction vacant land located at in Searchlight, Clark County, Nevada APN 243-34-101-006, 243-27-801-004, 243-27-801-006, 243-701-004 and 005, 243-34-201-014, 243-34-301-007, 243-34-201-002 ("Property").
- C. Seller desire that PEAC auction and broker the Property. In consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the receipt and adequacy and sufficiency of which are hereby mutually acknowledged, Seller and PEAC hereby agree as follows:

TERMS & CONDITIONS

- 1. **EXCLUSIVE RIGHT TO SELL BY AUCTION AND BROKER.** Seller hereby employ the services of PEAC and grant to PEAC the exclusive and irrevocable right to sell in accordance with the terms hereof, the Property as of the date this contract is executed. This contract is effective on _____ 2022 ("Effective Date") and expires on _____ ("Term").
- 2. **COMPENSATION TO PEAC.** As set forth more fully below, in consideration for its work to market and auction the Property, PEAC will be compensated an amount equal to a 10% Buyer's Premium ("Commission") of the Successful Bid (defined below). The Buyer's Premium is added to the final bid price which will be the total purchase price for the property.
- 3. **SALE TERMS; DATE; METHODOLOGY.**

(a) Auction. PEAC shall arrange, promote and conduct a sale of the Property by auction on the terms and conditions specified below to the person who makes the highest qualified bid for the Property being sold (the "Successful Bidder").

A "qualified bid," as that term is used herein, is made by a person who has furnished a Registration Deposit of \$25,000 with regard to the subject Property, and which meets all of the requirements set forth in the auction materials provided ("Qualified Bidder") and executes the PEAC Sealed Bid Auction Purchase contract. Bidders must submit their registration deposit to PEAC no later than 48 hours prior to the auction date.

The Successful Bidder is referred to herein as "Buyer" of the subject Property.

The auction process shall be deemed to be successfully completed upon Seller acceptance of the winning bid ("Successful Bid"). Thereafter, Seller agree to promptly execute a purchase and sale agreement and escrow instructions for the sale of the subject Property (collectively, the "Purchase and Sale Agreement") with Successful Bidder.

SELLER
PEAC

_____/_____

The Buyer's Premium shall be paid by the Seller and that any escrow instructions entered into with Buyer shall contain instructions and authorization by Seller and Buyer for payment of the commission to PEAC. The Purchase and Sale Agreement shall contain such additional items and conditions as may be authorized by this Agreement and agreed upon by both Seller and Buyer.

Auction Date. The sealed bid auction shall occur on _____ (the "Auction Date").

Auction Methodology- Sealed Bid Auction- No Reserve. Seller understands the pricing methodology states the Seller is obligated to sell the property for the highest bid, regardless of price. Any price established the marketing and listing information of the property is merely used for starting bids. Bidding is conducted via a Sealed Bid format, the auction is not conducted at the property.

Auction Terms.

i. The Purchase Price for the Property shall be the amount of the Successful Bid. Buyer must pay the full Purchase Price in cash or loan funded at closing. With the sole exception of the credit for the Registration Deposit described in the following subsection, no credit against the Purchase Price shall be recognized for any party, including without limitation any party who may have a lien against the Property.

ii. The Successful Bidder will be required to immediately provide a non-refundable deposit totaling ten percent (10%) of the Purchase Price (the "Initial Deposit"), with due credit being given for the Registration Deposit made by the Successful Bidder as defined in Paragraph 3(a). The Initial Deposit shall be deposited upon the opening of escrow for the sale of the Property with Escrow of the West ("Escrow Company") and shall be held pending close of escrow. The balance of the Purchase Price shall be deposited into escrow prior to Closing or in accordance with the escrow instructions relating to the sale of the Property. If escrow closes, the Purchase Price shall be disbursed by the escrow holder as provided herein, and after disbursement to PEAC, the balance shall be disbursed as provided in the escrow instructions including any amendments thereof.

iii. At Closing, Seller shall convey marketable title to the property free and clear of all liens and encumbrances, save and except for the following (the "Permitted Exceptions"): any validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Seller, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters arising from and existing by reason of any applicable governmental district, agency or authority; any liens as to which the title insurer shall provide coverage under the terms of its policy, including any special endorsements; and current taxes will be pro-rated as of the date of closing.

iv. The auction sale may be accomplished without any contingencies. Seller agrees to execute all other documents and disclosure statements as may be required to sell or convey title to the Property upon closing.

(c) Post-Auction Sale Terms - Brokerage

If a sale of the Property is consummated subsequent to the execution of this Agreement and no later than 30 days after the auction date (Post-Auction Sale), Seller agrees that PEAC shall be paid the commission from the escrow proceeds. An offer to purchase the Property which is accepted by the Seller, shall be treated as the "Accepted Offer" and that any such transaction shall provide for an initial refundable deposit of 10% of the purchase price. The Initial deposit shall become non-refundable when the Buyer removes all contingencies. The buyer under a Pre-Auction offer to purchase the property which is accepted shall also be referred to as the "Buyer" herein. Buyer's purchase terms and conditions in a Post-Auction offer shall be provided in the PEAC purchase contract.

SELLER
PEAC

_____/_____

4. DUTIES OF SELLER AND PEAC.

(a) Seller agree to assist in preparing the Property for sale by providing or performing the following in a timely manner: furnish to and PEAC all information readily available to Seller and is needed to promote the sale of the Property including surveys if any, legal descriptions, maps, inspection reports, appraisals, deeds, mortgages, floor plans, zoning ordinances, subdivision restrictions and property inspection report within 10 days of the execution of this contract.

(b) Seller agrees to furnish to PEAC within fifteen (15) days following execution of this Agreement, Preliminary Title Report issued by Orange Coast Title Company ("Title Company"). The title insurance commitment shall provide that: (i) Seller are the owners of the entire fee simple interest of the Property; (ii) Seller have good, clear, marketable and insurable title to the Property; and (iii) the title insurance company will issue a policy of title insurance on the Property to the purchasers and their mortgagees at normal rates and subject only to normal CLTA exceptions and the Permitted Exceptions.

(c) PEAC is not responsible for the security of the Property nor for inspecting the Property on any periodic basis.

(d) PEAC is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property, including but not limited to injuries or damages caused by:

- (1) Acts of third parties (for example, vandalism or theft);
- (2) A dangerous condition on the Property; or
- (3) The Property's non-compliance with any law or ordinance

(e) PEAC shall retain Escrow of the West as the escrow company, to act as funds agent and closing agent and, in that capacity, to disburse the proceeds of each sale of Property in accordance with the terms of this Agreement and such escrow instructions as shall be executed by Seller and Buyer with respect to each such Property. PEAC and will promptly cooperate with all reasonable requests in order to ensure that the sale is closed as soon as possible. Seller and Buyer shall be responsible for their own escrow and title fees and expenses as customary.

(f) Seller shall directly pay all expenses associated with the ownership of the Property from the date this Agreement is executed through the date of Closing. Expenses shall include, but shall not be limited to: water, landscaping, security services as needed, taxes, property and maintaining in full force and effect general liability or any other insurance applicable to the Property, including casualty coverage on the contents thereof.

(g) Seller shall execute standard and supplemental disclosures as may be required by applicable law in which the property is located and/or escrow or title insurer.

5. REPRESENTATIONS AND WARRANTIES OF SELLER.

Seller or an entity wholly owned by them represents and warrants as follow: (a) Seller are the sole legal fee owner of the Property and has full authority to sell same; (b) that no person or entity has any right of first refusal, option to purchase, or other similar right to or interest in the Property; (c) there are no liens or encumbrances on the Property other than those reflected on the preliminary title reports; (d) there is no pending or, to Seller' knowledge, threatened claims, disputes or law suits involving and/or affecting the Property. Seller shall notify PEAC and if it learns prior to the sale of the Property that any item represented or warranted in the remaining representations and warranties as of the Effective Date could not be so represented and warranted as of the sale of the Property.

6. RELIANCE UPON REPRESENTATIONS SELLER.

Seller acknowledge that:

(a) PEAC is not performing any due diligence regarding the title to, condition of or deficiencies with, if any, the Property and is relying upon the Title Company and Seller's representations, warranties and indemnities as provided herein.

(b) The nature and condition of the Property is not warranted nor guaranteed by PEAC and will thoroughly disclaim the same in the Purchase and Sale agreement.

(c) Seller acknowledge that PEAC and potential buyers are specifically relying upon the representations, warranties, and documentation furnished by Seller, and the completeness and accuracy thereof. Seller further understands that PEAC, without these representations, warranties and documentation, would not enter into this Agreement nor undertake to auction the Property. The Property will be sold subject to all recorded liens and encumbrances (except for liens and encumbrances resulting from mortgages and deeds of trust, or mechanics liens, which shall be removed from record prior to close), and subject to the real estate laws of Texas.

7. PAYMENTS TO PEAC.

(a) PEAC's commission shall be due and payable through escrow as a condition to the close thereof and shall be deducted from the proceeds of the sale prior to closing. No funds shall be disbursed to any party without the commission being paid to PEAC.

(b) If during the term of this Agreement and Post Auction term and Exclusion period term, PEAC procures a ready, willing, and able Buyer(s) whose offer to purchase the Property is accepted by Seller, provided the Buyer funds escrow or completes the transaction or is prevented from doing so by Seller, PEAC is entitled to its commission whether any escrow resulting from such offer closes during or after the expiration of this Agreement, extension and exclusion period.

(c) Except for the payments required to be made from escrow to PEAC as provided herein and in this Paragraph 7, in the event of a default by Buyer which results in the escrow for the sale of the Property not Closing, Seller shall have no other or further liability to PEAC.

(d) If, without PEAC's prior written consent, the Property is withdrawn from sale, conveyed, leased, rented, otherwise transferred, or made unmarketable by a voluntary act of the Seller during the term of this Agreement, Post Auction term and Exclusion period term, PEAC is entitled to compensation whether any escrow resulting from such offer closes during or after the expiration of this Agreement, extension and exclusion period.

(e) Seller shall reimburse PEAC for advertising and marketing expenses in the amount not to exceed eighteen thousand dollars (\$18,000) from the sale proceeds thru escrow.

8. **CONVEYANCE OF THE PROPERTY.** Through escrow Seller warrants and agrees that Seller shall:

- (a) Be in a position and will convey marketable title to Buyer;
- (b) Convey Property by Grant Deed; and
- (c) Be responsible for the payment of Seller' share of any escrow, closing or recording costs as provided in the applicable escrow instructions.

9. **RESOLUTION OF DISPUTES.**

(a) In the event any dispute or claim in law or equity arises between the parties out of this Agreement, the Property, or any resulting transaction, Seller, Buyer's Agent and PEAC agree that the Court shall have authority and jurisdiction to resolve all such matters.

(b) The parties agree that the limit of any and all damages that may be awarded to or against PEAC and LISTING BROKER's are capped at \$10,000 and are inclusive of attorney's costs.

10. **LIMITATION OF LIABILITY**

PEAC is not responsible for the security of the Property nor for inspecting the Property on any periodic basis.

(a) PEAC is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's resulting from any act or omission including but not limited to injuries or damages caused by:

- i. Acts of third parties (for example, vandalism or theft);
- ii. A dangerous condition on the Property; or
- iii. The Property's non-compliance with any law or ordinance
- iv. Buyer or registered bidders non-performance of the terms of the bidding process, execution of the purchase contract, funding of escrow and closing on the purchase of the property.

(b) Seller agrees to protect, defend, indemnify, and hold PEAC and harmless from any damage, costs, attorney's fees, and expenses that: are caused by Seller knowingly giving incorrect information to any person, not disclosing information regarding the property which would affect the property value and property condition.

Seller and PEAC agree that as a material inducement to enter into this Agreement, the parties agree that in the event of a breach of this Agreement or than terms defined in paragraph 7 above, any claim for damages shall be limited to \$25,000 inclusive of attorney's fees.

11. **DISCLAIMER.**

Seller acknowledge that neither PEAC, nor any of its agents, employees, or representatives have guaranteed or promised that the Property, in whole or in part, shall produce a specific price or that a certain minimum price will be bid by a buyer for the property.

12. **MISCELLANEOUS.**

(a) Notices. All notices desired or required to be given under this Agreement by either party to the other shall be in writing and either delivered personally, delivered by a professional courier service (such as Federal Express, UPS or the like), sent by certified mail, return receipt requested, postage prepaid, and addressed to the party at the addresses set forth in the introductory paragraph, or to such other address as each respective party may designate from time to time by notice to the other.

(b) Binding Effect. This Agreement is binding upon the parties hereto and their respective successors, heirs and assigns.

(c) Severability. If any term or provision of this Agreement is held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability will not affect the legality, validity or enforceability of the remainder of this Agreement.

(d) Facsimile Signatures. Facsimile signatures shall be valid as original.

(e) Governing Law. This agreement is governed by California law without regard to conflict of law principles.

(f) Counterparts. This Agreement may be executed in counterparts and treated as a single document.

(g) Integration. This Agreement constitutes the entire Agreement of the parties and may not be modified except by an Agreement.

(h) This agreement has been entered into solely for the benefit of the parties signing this agreement. The parties, by entering into this agreement, do not intend to benefit any other third party and do not intend to bestow upon any third party any rights or entitlement. The parties to this agreement do not intend to create a right in any third party to compel performance of, or to otherwise assert any rights under, this agreement.

IN WITNESS WHEREOF, the parties have agreed to the terms and conditions herein and have executed this agreement on the respective dates set forth below.

“SELLER”

Geoff Winkler, Receiver, Profit Connect

By: _____

Its: _____

Print _____

Date: _____

“PEAC”

By: _____

Its: _____

Print: _____

Date: _____

ADDENDUM TO AUCTION AGREEMENT

The Auction Agreement (the "Auction Agreement") entered into between Geoff Winkler, solely in his capacity as the Receiver (the "Receiver") for Profit Connect Wealth Services, Inc., and its subsidiaries and affiliates, including Profit Connect, a Nevada corporation (together, "Profit Connect"), and Premier Estates & Auction Company (the "Broker") with respect to the real property described in the Auction Agreement (the "Property"), is amended by the following terms and conditions:

1. Addendum. This Agreement is an addendum to the Auction Agreement. In the event of a conflict with the provisions of the Auction Agreement and notwithstanding any contrary term in the Auction Agreement, this Addendum shall apply.
2. Court Approval. The Auction Agreement is subject to the approval of the District Court presiding over the receivership estate. In the event that approval is not obtained, the Auction Agreement shall be of no further force and effect.
3. No Liability. The Receiver is listing the Property for sale in his capacity as the Receiver for Profit Connect, and not in his personal capacity, and no liability or obligations shall accrue to him personally as a result of such listing.
4. Termination. If the Receiver determines that abandonment of the Property is in the best interests of the receivership estate, he may terminate the Auction Agreement and no liability or obligations shall accrue to the receivership estate or Profit Connect as a result of any such termination.
5. Conditions of Sale. The Broker agrees and understands that any sale of the Property shall be subject to the following terms and conditions:
 - a. The Receiver is signing any documents 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;
 - b. 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;
 - c. 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-divisionability of the Property;
 - d. 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;
 - e. The purchaser is to arrange for all financing of the acquisition of the Property before the close of escrow;

- f. All escrow fees shall be shared and paid on a 50/50 basis by the receivership estate and the purchaser;
- g. The Property is being sold subject to:
 - (1) 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;
 - (2) 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;

6. Entire Agreement. The Auction Agreement and Addendum constitute the entire contract between the parties regarding the listing of the Property for sale. Its terms are intended by the parties as a final expression of their agreement with respect to such terms as are included herein, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete, final and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any, involving this agreement.

7. District Court Jurisdiction. The District Court presiding over the receivership estate shall have exclusive jurisdiction to resolve any and all disputes relating to the Auction Agreement sitting without jury, which is specifically waived. The Auction Agreement and any disputes related thereto shall be governed by Nevada law.


Dated: _____, 2021

Seller:

By: Geoff Winkler, solely in his capacity as the Receiver for Profit Connect

Dated: 1/19, 2022

Broker: Premier Estates Auction Company

By: 
Its: premier

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SERVICE LIST

BY COURT VIA NOTICE OF ELECTRONIC FILING (“NEF”):

- **Kyra E. Andrassy**
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