

1 Jarrod L. Rickard, Bar No. 10203
jlr@skrlawyers.com
2 Katie L. Cannata, Bar No. 14848
klc@skrlawyers.com
3 SEMENZA KIRCHER RICKARD
10161 Park Run Drive, Suite 150
4 Las Vegas, Nevada 89145
Telephone: (702) 835-6803
5 Facsimile: (702) 920-8669

6 David R. Zaro (admitted *pro hac vice*)
dzaro@allenmatkins.com
7 Joshua A. del Castillo (admitted *pro hac vice*)
jdelcastillo@allenmatkins.com
8 Matthew D. Pham (admitted *pro hac vice*)
mpham@allenmatkins.com
9 ALLEN MATKINS LECK GAMBLE
MALLORY & NATSIS LLP
10 865 South Figueroa Street, Suite 2800
Los Angeles, California 90017-2543
11 Telephone: (213) 622-5555
Facsimile: (213) 620-8816

12 *Attorneys for Receiver Geoff Winkler*

Kara B. Hendricks, Bar No. 07743
hendricksk@gtlaw.com
Jason K. Hicks, Bar No. 13149
hicksja@gtlaw.com
Kyle A. Ewing, Bar No. 014051
ewingk@gtlaw.com
GREENBERG TRAUERIG, LLP
10845 Griffith Peak Drive, Suite 600
Las Vegas, Nevada 89135
Telephone: (702) 792-3773
Facsimile: (702) 792-9002

14 UNITED STATES DISTRICT COURT
15 DISTRICT OF NEVADA

17 SECURITIES AND EXCHANGE
18 COMMISSION,

19 Plaintiff

20 vs.

21 MATTHEW WADE BEASLEY, *et al.*,

22 Defendants

23 THE JUDD IRREVOCABLE TRUST, *et al.*,

24 Relief Defendants

Case No. 2:22-cv-00612-CDS-EJY

**STIPULATION AND ORDER
AUTHORIZING THE SALE OF REAL
PROPERTY AT 210 ABBEY HILL STREET,
HENDERSON, NEVADA 89012**

1 The following Stipulation and [Proposed] Order (the "Stipulation") regarding the sale of
2 the real property located at 210 Abbey Hill Street, Henderson, Nevada 89012, and bearing the
3 legal description appended hereto as **Exhibit A** (the "Property") is entered into by and between
4 Geoff Winkler (the "Receiver"), the Court-appointed receiver in the above-entitled action, the
5 plaintiff Securities and Exchange Commission (the "Commission"), and Preston and Rachel Judd
6 (collectively, the "Seller") by and through their respective representatives, and with respect to the
7 following facts:

8 1. The Receiver was appointed on June 3, 2022 pursuant to this Court's Order
9 Appointing Receiver [ECF No. 88] which was amended on July 28, 2022 [ECF 207] (collectively
10 the "Appointment Order");

11 2. The Appointment Order required the turnover of certain personal and real property
12 to the Receiver including but not limited to the Property. While title to the Property has not been
13 turned over to the Receiver, Seller has authorized the Receiver to market the Property for sale, and
14 to collect the net proceeds from the sale of the Property as provided for herein;

15 3. The buyer of the Property, W Capital Management LLC ("Buyer"), has agreed to
16 purchase the Property for the sum of \$795,000, paid all-cash, in accordance with the terms of the
17 Residential Purchase Agreement, as amended by Addendums 1-2, and associated materials (the
18 "RPA") collectively attached hereto as **Exhibit B**. Pursuant to the RPA, the Buyer has deposited
19 \$10,000 into an escrow established at Stewart Title (the "Escrow"), pursuant to that escrow
20 agreement dated April 27, 2023 as an earnest money deposit;

21 4. The Seller and the Receiver have agreed that all proceeds of the foregoing sales
22 shall be transmitted from the Escrow to the Receiver, via wire transfer, immediately upon the
23 closing of the sale of the Property. It is anticipated that the sales will close within 30 days of the
24 District Court's approval of this Stipulation. The Receiver believes that the Buyer's offer
25 represents fair market value for Property;

26 5. The Receiver is seeking to close the sale via this Stipulation in lieu of title
27 assignment and receiver's auction process because of changes and uncertainties in the real estate
28 marketplace jeopardize the sale of the Property, and the recovery of the maximum sale proceeds

1 for the benefit of the receivership estate in the immediate term. In most cases, transfers of title
2 from the defendants to the Receiver are necessary in order for the Receiver to conduct the auctions
3 contemplated by 28 U.S.C. 2001, and the sales procedures already approved by this Court (which
4 include sale pursuant to stipulation, in certain circumstances). However, delays in connection with
5 the closing of the sale that could result from an auction process and the time required by a title
6 company to underwrite new a title policy would, in the Receiver's business judgment, risk an
7 untenable delay that could result in the Buyer rescinding its offer to purchase the Property;

8 6. The Receiver and his real estate broker believe that delays in the closing beyond the
9 timing contemplated by the RPA will jeopardize the sale of the Property. In the Receiver's view,
10 the market is deteriorating as a result of, among other things, the extraordinary rise in mortgage
11 rates over the past year and economic uncertainty associated with the real estate market as a
12 whole. It is possible that if the sale does not close, the Property may remain on the market for
13 months without an equal or superior offer to purchase being secured;

14 7. After payment of closing costs and brokers' commissions, as reflected in the RPA,
15 all sale proceeds from the sale of the Property shall be wired directly to the Receiver from the
16 Escrow, as provided above. It is estimated that the net proceeds of the sales, which will be wired
17 from the Escrow to the Receiver, will be approximately \$750,002.51.

18 8. Accordingly, in light of the unique facts and circumstances surrounding the
19 proposed sale of the Property, including but not limited to increasing interest rates, an uncertain
20 real estate market, the all-cash terms of the sale, as well as the Receiver's concerns that failing to
21 immediately move forward with this sale may lead to the receipt of significantly less recovery for
22 the receivership estate, the undersigned parties believe this Stipulation is necessary, and in the best
23 interest of all parties and the receivership estate. Therefore, the undersigned agree that it is
24 appropriate to waive any requirements imposed by 28 U.S.C. § 2001, *et. seq.* to the extent they are
25 applicable to the offer, the RPA, and the proposed sale of the Property.

26 **ACCORDINGLY, IT IS HEREBY STIPULATED AND AGREED** by and between the
27 undersigned that:
28

- 1 A. Seller may consummate the sale of the Property pursuant to the offer reflected in
- 2 the RPA;
- 3 B. The deposits received relating to the RPA shall be immediately delivered to the
- 4 Receiver; and
- 5 C. Following the District Court's approval of this Stipulation, on the Closing Date
- 6 reflected in the RPA and any addenda thereto, that the net proceeds of the sale shall
- 7 be wired directly from the Escrow to the Receiver.

8
9 DATED this 5th day of June, 2023

DATED this 5th day of June, 2023

10 **GREENBERG TRAURIG, LLP**

SECURITIES & EXCHANGE COMMISSION

11 By: /s/ Kara B. Hendricks
 12 KARA B. HENDRICKS, Bar No. 07743
 13 JASON K. HICKS, Bar No. 13149
 14 KYLE A. EWING, Bar No. 014051

By: /s/ Casey R. Fronk
 TRACY S. COMBS, ESQ.
 (California Bar No. 298664)
 CASEY R. FRONK, ESQ.
 (Illinois Bar No. 6296535) 351 South West
 Temple, Suite 6.100
 Salt Lake City, Utah 84101
 Tel: (810) 524-5796
 Fax: (810) 524-3558

14 JARROD L. RICKARD, Bar No. 10203
 15 KATIE L. CANNATA, Bar No. 14848
SEMENZA KIRCHER RICKARD
 16 10161 Park Run Drive, Suite 150
 Las Vegas, Nevada 89145
 17 Telephone: (702) 835-6803
 Facsimile: (702) 920-8669


18
 19 DAVID R. ZARO*
 20 JOSHUA A. del CASTILLO*
 MATTHEW D. PHAM*
 *admitted pro hac vice
 21 **ALLEN MATKINS LECK GAMBLE**
MALLORY & NATSIS LLP
 22 865 South Figueroa Street
 Suite 2800
 23 Los Angeles, California 90017-2543
 24 Telephone: (213) 622-5555
 Facsimile: (213) 620-8816
 25 *Attorneys for Receiver Geoff Winkler*

26 ///
 27 ///
 28 ///

1 DATED this 31st day of May, 2023

2

3 **PRESTON JUDD**

4 By: 
PRESTON JUDD

5

6

7 DATED this 31st day of May, 2023

8 **RACHEL JUDD**

9 By: 
RACHEL JUDD

10

11 ///

12 ///

13 ///

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///


28 ///

1 **IT IS HEREBY ORDERED** that:

- 2 A. Seller may sell the Property pursuant to the terms of the RPA.
- 3 B. The deposit received by the escrow pursuant to the RPA shall be immediately
- 4 transferred to the Receiver; and
- 5 C. Upon the Closing of the sale of the Property in accordance with the terms of the
- 6 RPA and any addenda thereto, all of the net sale proceeds shall be wired directly
- 7 from the Escrow to the Receiver.

8

9 Dated: June 5, 2023



Hon. Cristina D. Silva
Judge, United States District Court

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

LIST OF EXHIBITS	
EXHIBIT	DESCRIPTION
Exhibit A	Legal Description (210 Abbey Hill Street)
Exhibit B	Residential Purchase Agreement

EXHIBIT A

EXHIBIT A

Legal Description
(210 Abbey Hill Street, Henderson, Nevada 89012)

EXHIBIT "A"
LEGAL DESCRIPTION

File No.: 1853419

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

PARCEL ONE (1):

Lot Seventeen (17) of HORIZON RIDGE AND GIBSON WEST, as shown by map thereof on file in Book 158 of Plats, page 71, in the Office of the County Recorder, Clark County, Nevada

PARCEL TWO (2):

A non-exclusive easement for ingress, egress, and use upon and over all portions delineated as a Private Street as described in the above referenced map.

EXHIBIT B

EXHIBIT B

Residential Purchase Agreement



RESIDENTIAL PURCHASE AGREEMENT

(Joint Escrow Instructions)

Date: 4/18/2023

W Capital Management LLC ("Buyer"), hereby offers to purchase
210 Abbey Hill ST ("Property"),
within the city or unincorporated area of HENDERSON, County of CLARK,
State of Nevada, Zip 89012 A.P.N. # 178-22-618-017 for the purchase price of
\$ 700,000.00 (Seven Hundred Thousand dollars) ("Purchase Price")
on the terms and conditions contained herein: BUYER does ~~OR~~ does not intend to occupy the Property as a residence.

Buyer's Offer

1. FINANCIAL TERMS & CONDITIONS:

\$ 10,000.00 **A. EARNEST MONEY DEPOSIT ("EMD")** is presented with this offer ~~OR~~ **wired to escrow**
_____. Upon Acceptance, Earnest Money to be
deposited within one (1) business day from acceptance of offer (as defined in Section 23 herein) ~~OR~~
1 business days if wired to: Escrow Holder, Buyer's Broker's Trust Account, ~~OR~~ Seller's
Broker's Trust Account. (NOTE: It is a felony in the State of Nevada—punishable by up to four years in prison and a
\$5,000 fine—to write a check for which there are insufficient funds. NRS 193.130(2)(d).)

\$ 0.00 **B. ADDITIONAL DEPOSIT** to be placed in escrow on or before (date) _____. The
additional deposit will ~~OR~~ will not be considered part of the EMD. (Any conditions on the additional
deposit should be set forth in Section 29 herein.)

\$ 0.00 **C. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING FOR A NEW LOAN:**
 Conventional, FHA, VA, Other (specify) _____.

\$ 0.00 **D. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING TO ASSUME THE FOLLOWING EXISTING LOAN(S):**
 Conventional, FHA, VA, Other (specify) _____.

Interest: Fixed rate, _____ years – OR – Adjustable Rate, _____ years. Seller further agrees to provide
the Promissory Note and the most recent monthly statement of all loans to be assumed by Buyer within FIVE
(5) calendar days of acceptance of offer.

\$ 0.00 **E. BUYER TO EXECUTE A PROMISSORY NOTE SECURED BY DEED OF TRUST PER TERMS
IN THE "FINANCING ADDENDUM" which is attached hereto.**

\$ 690,000.00 **F. BALANCE OF PURCHASE PRICE** (Balance of Down Payment) in Good Funds to be paid prior to
Close of Escrow ("COE").

\$ 700,000.00 **G. TOTAL PURCHASE PRICE** (This price DOES NOT include closing costs, prorations, or other fees
and costs associated with the purchase of the Property as defined herein.)

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

Buyer's Name(s): W Capital Management LLC BUYER(S) INITIALS: KW / _____ / _____ / _____

Property Address: 210 Abbey Hill ST SELLER(S) INITIALS: GW / _____ / _____ / _____

2. ADDITIONAL FINANCIAL TERMS & CONTINGENCIES:

A. NEW LOAN APPLICATION: Within N/A business days of Acceptance, Buyer agrees to (1) submit a completed loan application to a lender of Buyer's choice and (2) furnish a preapproval letter to Seller based upon a standard factual credit report and review of debt-to-income ratios. If Buyer fails to complete any of these conditions within the applicable time frame, Seller reserves the right to terminate this Agreement. In such event, both parties agree to cancel the escrow and return EMD to Buyer. Buyer shall use Buyer's best efforts to obtain financing under the terms and conditions outlined in this Agreement.

B. APPRAISAL CONTINGENCY: Buyer's obligation to purchase the property is contingent upon the property appraising for not less than the Purchase Price. If after the completion of an appraisal by a licensed appraiser, Buyer receives written notice from the lender or the appraiser that the Property has appraised for less than the purchase price (a "Notice of Appraised Value") Buyer may attempt to renegotiate or cancel the RPA by providing written notice to the Seller (with a copy of the Appraisal) no later than 0 calendar days following the date of Acceptance of the RPA; whereupon the EMD shall be released to the Buyer without the requirement of written authorization from Seller. IF this Residential Purchase Agreement is not cancelled, in writing on or before the Appraisal Deadline, Buyer shall be deemed to have waived the appraisal contingency.

C. LOAN CONTINGENCY: Buyer's obligation to purchase the property is contingent upon Buyer obtaining the loan referenced in Section 1(C) or 1(D) of the RPA unless otherwise agreed in writing. Buyer shall remove the loan contingency in writing, attempt to renegotiate, or cancel the RPA by providing written notice to the Seller no later than 0 calendar days following the date of Acceptance of the RPA; whereupon the EMD shall be released to the Buyer without the requirement of written authorization from Seller. IF this Residential Purchase Agreement is not cancelled, in writing on or before the Loan Contingency Deadline, Buyer shall be deemed to have waived the loan contingency.

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

3. SALE OF OTHER PROPERTY:

- A. This Agreement is NOT contingent upon the sale of any property owned by the Buyer. -OR-
B. [] (if checked): The attached Contingent Upon Sale Addendum is hereby incorporated into this agreement.

4. FIXTURES AND PERSONAL PROPERTY: The following items will be transferred, free of liens, with the sale of the Property with no real value unless stated otherwise herein. Unless an item is covered under Section 7(F) of this Agreement, all items are transferred in an "AS IS" condition. All EXISTING fixtures and fittings including, but not limited to: electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fan(s), fireplace insert(s), gas logs and grates, solar power system(s), built-in appliance(s) including ranges/ovens, window and door screens, awnings, shutters, window coverings, attached floor covering(s), television antenna(s), satellite dish(es), private integrated telephone systems, air coolers/conditioner(s), pool/spa equipment, garage door opener(s)/remote control(s), mailbox, in-ground landscaping, trees/shrub(s), water softener(s), water purifiers, security systems/alarm(s).

The following additional items of personal property are also included:
All items per MLS #2468794 dated 4/18/2023. Bill of sale with the personal property and furniture to be itemized and provided to buyer within three (3) days from mutual acceptance.

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

Buyer's Name(s): W Capital Management LLC BUYER(S) INITIALS: KW

Property Address: 210 Abbey Hill ST SELLER(S) INITIALS: GW

1 **5. ESCROW:**

2 **A. OPENING OF ESCROW:** The purchase of the Property shall be consummated through Escrow ("Escrow").
3 Opening of Escrow shall take place by the end of one (1) business day after Acceptance of this Agreement ("Opening of
4 Escrow"), at First American Title title or escrow company ("Escrow Company" or "ESCROW HOLDER")
5 with Amy Klinzing ("Escrow Officer") (or such other escrow officer as Escrow Company may
6 assign). Opening of Escrow shall occur upon Escrow Company's receipt of this fully accepted Agreement. ESCROW HOLDER
7 is instructed to notify the Parties (through their respective Agents) of the opening date and the Escrow Number.

8 **B. EARNEST MONEY:** Upon Acceptance, Buyer's EMD as shown in Section 1(A), and 1(B) if applicable, of
9 this Agreement, shall be deposited pursuant to the language in Section 1(A) and 1(B) if applicable.

10 **C. CLOSE OF ESCROW:** Close of Escrow ("COE") shall be on or before 4/28/2023 (date).
11 If the designated date falls on a weekend or holiday, COE shall be the next business day.

12 **D. IRS DISCLOSURE:** Seller is hereby made aware that there is a regulation that requires all ESCROW
13 HOLDERS to complete a modified 1099 form, based upon specific information known only between parties in this transaction
14 and the ESCROW HOLDER. Seller is also made aware that ESCROW HOLDER is required by federal law to provide this
15 information to the Internal Revenue Service after COE in the manner prescribed by federal law.
16

17 **6. TITLE INSURANCE:** This Purchase Agreement is contingent upon the Seller's ability to deliver, good and
18 marketable title as evidenced by a policy of title insurance, naming Buyer as the insured in an amount equal to the purchase
19 price, furnished by the title company identified in Section 5(A). Said policy shall be in the form necessary to effectuate
20 marketable title or its equivalent and shall be paid for as set forth in Section 8(A).
21

22 **7. BUYER'S DUE DILIGENCE:** Buyer's obligation is **OR** is not conditioned on the Buyer's Due Diligence
23 as defined in this section 7(A) below. This condition is referred to as the "Due Diligence Condition" if checked in the affirmative,
24 Sections 7 (A) through (C) shall apply; otherwise, they do not. Buyer shall have 14 calendar days following the date of
25 Acceptance of the RPA (as defined in Section 23 herein) to complete Buyer's Due Diligence. Seller agrees to cooperate with
26 Buyer's Due Diligence. **Seller shall ensure that all necessary utilities (gas, power and water) and all operable pilot lights
27 are on for Buyer's investigations and through the close of escrow.**

28 **A. PROPERTY INSPECTION/CONDITION:** During the Due Diligence Period, Buyer shall take such action
29 as Buyer deems necessary to determine whether the Property is satisfactory to Buyer including, but not limited to, whether the
30 Property is insurable to Buyer's satisfaction, whether there are unsatisfactory conditions surrounding or otherwise affecting the
31 Property (such as location of flood zones, airport noise, noxious fumes or odors, environmental substances or hazards, whether
32 the Property is properly zoned, locality to freeways, railroads, places of worship, schools, golf courses, etc.) or any other
33 concerns Buyer may have related to the Property. During such Period, Buyer shall have the right to conduct, non-invasive/ non-
34 destructive inspection of all structural, roofing, mechanical, electrical, plumbing, heating/air conditioning, water/well/septic,
35 pool/spa, survey, square footage, and any other property or systems, through licensed and bonded contractors or other qualified
36 professionals. Seller agrees to provide reasonable access to the Property to Buyer and Buyer's inspectors. Buyer agrees to
37 indemnify and hold Seller harmless with respect to any injuries suffered by Buyer or third parties present at Buyer's request
38 while on Seller's Property conducting such inspections, tests or walk-throughs. Buyer's indemnity shall not apply to any injuries
39 suffered by Buyer or third parties present at Buyer's request that are the result of an intentional tort, gross negligence or any
40 misconduct or omission by Seller, Seller's Agent or other third parties on the Property. Buyer is advised to consult with
41 appropriate professionals regarding neighborhood or Property conditions, including but not limited to: schools; proximity and
42 adequacy of law enforcement; proximity to commercial, industrial, or agricultural activities; crime statistics; fire protection;
43 other governmental services; existing and proposed transportation; construction and development; noise or odor from any
44 source; and other nuisances, hazards or circumstances. If Buyer cancels this Agreement due to a specific inspection report,
45 Buyer shall provide Seller at the time of cancellation with a copy of the report containing the name, address, and telephone
46 number of the inspector.

47 **B. BUYER'S RIGHT TO CANCEL OR RESOLVE OBJECTIONS:** If Buyer determines, in Buyer's sole
48 discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline
49 referenced in Section 7, cancel the Residential Purchase Agreement by providing written notice to the Seller, whereupon the
50 Earnest Money Deposit referenced in Section 1(A) shall be released to the Buyer without the requirement of further written
51 authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 7, resolve in writing with Seller
52 any objections Buyer has arising from Buyer's Due Diligence.

53 **C. FAILURE TO CANCEL OR RESOLVE OBJECTIONS:** If Buyer fails to cancel the Residential Purchase
54 Agreement or fails to resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence, as provided
55 in Section 7, **Buyer shall be deemed to have waived the Due Diligence Condition.**
56

57 **BUYER(S) INITIALS:** KW / _____ / _____ / _____

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

Buyer's Name(s): W Capital Management LLC

BUYER(S) INITIALS: KW / _____ / _____ / _____

Property Address: 210 Abbey Hill ST

SELLER(S) INITIALS: GW / _____ / _____ / _____

1 **D. INSPECTIONS:** Acceptance of this offer is subject to the following reserved right. Buyer may have the
 2 Property inspected and select the licensed contractors, certified building inspectors and/or other qualified professionals who will
 3 inspect the Property. Seller will ensure that necessary utilities (gas, power and water and all operable pilot lights) are turned on
 4 and supplied to the Property within two (2) business days after Acceptance of this Agreement, to remain on until COE. *It is*
 5 *strongly recommended that Buyer retain licensed Nevada professionals to conduct inspections.* If any inspection is not
 6 completed and requested repairs are not delivered to Seller within the Due Diligence Period, Buyer is deemed to have waived
 7 the right to that inspection and Seller's liability for the cost of all repairs that inspection would have reasonably identified had
 8 it been conducted, except as otherwise provided by law. The foregoing expenses for inspections will be paid outside of Escrow
 9 unless the Parties present instructions to the contrary prior to COE, along with the applicable invoice.
 10 (Identify which party shall pay for the inspection noted below either: SELLER, BUYER, 50/50, WAIVED or N/A.)
 11

<u>Type</u>	<u>Paid By</u>	<u>Type</u>	<u>Paid By</u>	<u>Type</u>	<u>Paid By</u>
Energy Audit	Waived	Fungal Contaminant Inspection	Waived	Well Inspection (Quantity)	N/A
Home Inspection	Buyer	Mechanical Inspection	Waived	Well Inspection (Quality)	N/A
Termite/Pest Inspection	Waived	Pool/Spa Inspection	N/A	Wood-Burning Device/ Chimney Inspection	N/A
Roof Inspection	Waived	Soils Inspection	Waived	Septic Inspection	N/A
Septic Lid Removal	N/A	Septic Pumping	N/A	Structural Inspection	Waived
Survey (type):	Waived	Elevator:	N/A	Other:	N/A

12 **E. CERTIFICATIONS:** In the event an inspection reveals areas of concern with the roof, septic system, well,
 13 wood burning device/chimney or the possible presence of a fungal contaminant, Buyer reserves the right to require a
 14 certification. The expenses for certifications will be paid outside of Escrow unless the Parties present instructions to the contrary
 15 prior to COE (along with the applicable invoice). A certification is not a warranty.
 16
 17

18 **F. BUYER'S REQUEST FOR REPAIRS:** It is Buyer's responsibility to inspect the Property sufficiently as
 19 to satisfy Buyer's use. Buyer reserves the right to request repairs, based upon the Seller's Real Property Disclosure or items
 20 which materially affect value or use of the Property revealed by an inspection, certification or appraisal. Items of a general
 21 maintenance or cosmetic nature which do not materially affect value or use of the Property, which existed at the time of
 22 Acceptance and which are not expressly addressed in this Agreement are deemed accepted by the Buyer, except as otherwise
 23 provided in this Agreement. The Brokers herein have no responsibility to assist in the payment of any repair, correction or
 24 deferred maintenance on the Property which may have been revealed by the above inspections, agreed upon by the Buyer and
 25 Seller or requested by one party.
 26

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

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

<u>Type</u>	<u>Paid By</u>	<u>Type</u>	<u>Paid By</u>	<u>Type</u>	<u>Paid By</u>
Escrow Fees	50/50	Lender's Title Policy	N/A	Owner's Title Policy	Seller
Real Property Transfer Tax	Seller	Appraisal	N/A	Other:	N/A

31 **B. PRORATIONS:** Any and all rents, taxes, interest, homeowner association fees, trash service fees, payments
 32 on bonds, SIDs, LIDs, and assessments assumed by the Buyer, and other expenses of the property shall be prorated as of the
 33 date of the recordation of the deed. Security deposits, advance rentals or considerations involving future lease credits shall be
 34 credited to the Buyer. All prorations will be based on a 30-day month and will be calculated as of COE. Prorations will be based
 35 upon figures available at closing. Any supplements or adjustments that occur after COE will be handled by the parties outside
 36 of Escrow.
 37

38 **C. PRELIMINARY TITLE REPORT:** Within ten (10) business days of Opening of Escrow, Title Company
 39 shall provide Buyer with a Preliminary Title Report ("PTR") to review, which must be approved or rejected within five (5)
 40 business days of receipt thereof. If Buyer does not object to the PTR within the period specified above, the PTR shall be deemed
 41 accepted. If Buyer makes an objection to any item(s) contained within the PTR, Seller shall have five (5) business days after
 42 receipt of objections to correct or address the objections. If, within the time specified, Seller fails to have each such exception
 43 removed or to correct each such objection, Buyer shall have the option to: (a) terminate this Agreement by providing notice to
 Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is
 otherwise modified by addendum or counteroffer.

Buyer's Name(s): W Capital Management LLC BUYER(S) INITIALS: KW / /
 Property Address: 210 Abbey Hill ST SELLER(S) INITIALS: GW / /
 Rev. 10.22 ©2022 Greater Las Vegas Association of REALTORS® Page 4 of 11

1 Seller and Escrow Officer, entitling Buyer to a refund of the EMD or (b) elect to accept title to the Property as is. All title
2 exceptions approved or deemed accepted are hereafter collectively referred to as the "Permitted Exceptions."
3

4 **D. CLOSING FEES:** In addition to Seller's expenses identified herein, Seller will contribute
5 \$ 0.00 to Buyer's Lender's Fees including -OR- excluding costs which Seller must pay pursuant
6 to loan program requirements, Title and Escrow Fees and/or Buyer's reoccurring and non-reoccurring closing fees that may
7 include brokerage Commissions not covered as part of the cooperation offered but not limited to. Different loan types (e.g.,
8 FHA, VA, conventional) have different appraisal and financing requirements, which will affect the parties' rights and costs
9 under this Agreement.
10

11 **E. HOME PROTECTION PLAN:** Buyer and Seller acknowledge that they have been made aware of Home
12 Protection Plans that provide coverage to Buyer after COE. Buyer waives -OR- requires a Home Protection Plan with
13 TBD. Seller -OR- Buyer will pay for the Home Protection
14 Plan at a price not to exceed \$ 750.00. Buyer will order the Home Protection Plan. Neither Seller nor Brokers make
15 any representation as to the extent of coverage or deductibles of such plans.
16

17 **9. TRANSFER OF TITLE:** Upon COE, Buyer shall tender to Seller the agreed upon Purchase Price, and Seller shall
18 tender to Buyer marketable title to the Property free of all encumbrances other than (1) current real property taxes, (2) covenants,
19 conditions and restrictions (CC&R's) and related restrictions, (3) zoning or master plan restrictions and public utility easements;
20 and (4) obligations assumed, and encumbrances accepted by Buyer prior to COE. Buyer is advised the Property may be
21 reassessed after COE which may result in a real property tax increase or decrease.
22

23 **10. COMMON-INTEREST COMMUNITIES:** If the Property is subject to a Common Interest Community ("CIC"),
24 Seller shall provide AT SELLER'S EXPENSE the CIC documents as required by NRS 116.4109 (collectively, the "resale
25 package"). Seller shall request the resale package within two (2) business days of Acceptance and provide the same to Buyer
26 within one (1) business day of Seller's receipt thereof.
27

- 28 • Pursuant to NRS 116.4109, Buyer may cancel this Agreement without penalty until midnight of the fifth (5th)
29 calendar day following the date of receipt of the resale package. If Buyer elects to cancel this Agreement pursuant
30 to this statute, he/she must deliver, via hand delivery, prepaid U.S. mail, or electronic transmission, a written notice of
31 cancellation to Seller or his or her authorized agent.
- 32 • If Buyer does not receive the resale package within fifteen (15) calendar days of Acceptance, this Agreement
33 may be cancelled in full by Buyer without penalty. Notice of cancellation shall be delivered pursuant to Section 24
34 of the RPA.
- 35 • Upon such written cancellation, Buyer shall promptly receive a refund of the EMD. The parties agree to execute any
36 documents requested by ESCROW HOLDER to facilitate the refund. If written cancellation is not received within the
37 specified time period, the resale package will be deemed approved. Seller shall pay all outstanding CIC fines or
38 penalties at COE.

39 **A. CIC RELATED EXPENSES:** (Identify which party shall pay the costs noted below either: SELLER,
40 BUYER, 50/50, WAIVED or N/A.)
41
42

Type	Paid By	Type	Paid By	Type	Paid By
CIC Demand	Seller	CIC Capital Contribution	Seller	CIC Transfer Fee/Setup Fee	Seller
Final Inspection Fee	N/A	Open/Close Fee	N/A		N/A

43 **11. DISCLOSURES:** Within five (5) calendar days of Acceptance of this Agreement, Seller will provide the following
44 Disclosures and/or documents. Check applicable boxes.
45

- 46 Seller Real Property Disclosure Form: (NRS 113.130)
- 47 Open Range Disclosure: (NRS 113.065)
- 48 Construction Defect Claims Disclosure: If Seller has marked "Yes" to Paragraph 1(d) of the Sellers Real
49 Property Disclosure Form (NRS 40.688)
- 50 Lead-Based Paint Disclosure and Acknowledgment: required if constructed before 1978 (24 CFR 745.113)
- 51 "Hey...." It's A Smart Home Disclosure
- 52 Other: (list) _____.

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

Buyer's Name(s): W Capital Management LLC BUYER(S) INITIALS: KW / / /

Property Address: 210 Abbey Hill ST SELLER(S) INITIALS: GW / / /

1 **12. FEDERAL FAIR HOUSING COMPLIANCE AND DISCLOSURES:** All properties are offered without regard to
2 race, color, religion, sex, national origin, age, gender identity or expression, familial status, sexual orientation, ancestry, or
3 handicap and any other current requirements of federal or state fair housing laws.
4

5 **13. WALK-THROUGH INSPECTION OF PROPERTY:** Buyer is entitled under this Agreement to a walk-through of
6 the Property within 3 calendar days prior to COE to ensure the Property and all major systems, appliances, heating/cooling,
7 plumbing and electrical systems and mechanical fixtures are as stated in Seller's Real Property Disclosure Statement, and that
8 the Property and improvements are in the same general condition as when this Agreement was Accepted by Seller and Buyer.
9 To facilitate Buyer's walk-through, Seller is responsible for keeping all necessary utilities on, including all operable pilot lights.
10 If any systems cannot be checked by Buyer on walk-through due to non-access or no power/gas/water, then Buyer reserves the
11 right to hold Seller responsible for defects which could not be detected on walk-through because of lack of such access or
12 power/gas/water. The purpose of the walk-through is to confirm (a) the Property is being maintained (b) repairs, if any, have
13 been completed as agreed, and (c) Seller has complied with Seller's other obligations. **If Buyer elects not to conduct a walk-**
14 **through inspection prior to COE, then all systems, items and aspects of the Property are deemed satisfactory, and Buyer**
15 **releases Seller's liability for costs of any repair that would have reasonably been identified by a walk-through inspection,**
16 **except as otherwise provided by law.**
17

18 **14. DELIVERY OF POSSESSION:** Seller shall deliver the Property along with any keys, alarm codes, garage door
19 opener/controls and, if freely transferable, parking permits and gate transponders outside of Escrow, upon COE. Seller agrees
20 to vacate the Property and leave the Property in a neat and orderly, broom-clean condition and tender possession no later than
21 **COE** -OR- _____. In the event Seller does not vacate the Property by this time, Seller shall be
22 considered a trespasser in addition to Buyer's other legal and equitable remedies. Any personal property left on the Property
23 after the date indicated in this section shall be considered abandoned by Seller.
24

25 **15. RISK OF LOSS:** Risk of loss shall be governed by NRS 113.040. This law provides generally that if all or any
26 material part of the Property is destroyed before transfer of legal title or possession, Seller cannot enforce the Agreement and
27 Buyer is entitled to recover any portion of the sale price paid. If legal title or possession has transferred, risk of loss shall shift
28 to Buyer.
29

30 **16. ASSIGNMENT OF THIS AGREEMENT:** Unless otherwise stated herein, this Agreement is non-assignable
31 unless agreed upon in writing by all parties.
32

33 **17. CANCELLATION OF AGREEMENT:** In the event this Agreement is properly cancelled in accordance with the
34 terms contained herein, then Buyer will be entitled to a refund of the EMD. Neither Buyer nor Seller will be reimbursed for any
35 expenses incurred in conjunction with due diligence, inspections, appraisals or any other matters pertaining to this transaction
36 (unless otherwise provided herein or except as otherwise provided by law).
37

38 **18. DEFAULT:**
39 **A. MEDIATION:** Before any legal action is taken to enforce any term or condition under this Agreement, the
40 parties agree to engage in mediation, a dispute resolution process, through a mediator mutually agreed upon by the parties.
41 Mediation fees, if any, shall be divided equally among the parties involved. Notwithstanding the foregoing, in the event the
42 Buyer finds it necessary to file a claim for specific performance, this section shall not apply. Each party is encouraged to have
43 an independent lawyer of their choice review this mediation provision before agreeing thereto. By initialing below, the parties
44 confirm that they have read and understand this section and voluntarily agree to the provisions thereof.
45

46 **BUYER(S) INITIALS:** KW / ____ / ____ / ____ **SELLER(S) INITIALS:** GW / ____ / ____ / ____

47 **B. IF SELLER DEFAULTS:** If Seller defaults in performance under this Agreement, Buyer reserves all legal
48 and/or equitable rights (such as specific performance) against Seller, and Buyer may seek to recover Buyer's actual damages
49 incurred by Buyer due to Seller's default.
50

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

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

Buyer's Name(s): W Capital Management LLC BUYER(S) INITIALS: KW / ____ / ____ / ____

Property Address: 210 Abbey Hill ST SELLER(S) INITIALS: GW / ____ / ____ / ____

1

Instructions to Escrow

2 **19. ESCROW:** If this Agreement or any matter relating hereto shall become the subject of any litigation or controversy,
3 Buyer and Seller agree, jointly and severally, to hold ESCROW HOLDER free and harmless from any loss or expense, except
4 losses or expenses as may arise from ESCROW HOLDER’S negligence or willful misconduct. If conflicting demands are made
5 or notices served upon ESCROW HOLDER with respect to this Agreement, the parties expressly agree that Escrow is entitled
6 to file a suit in interpleader and obtain an order from the Court authorizing ESCROW HOLDER to deposit all such documents
7 and monies with the Court and obtain an order from the Court requiring the parties to interplead and litigate their several claims
8 and rights among themselves. Upon the entry of an order authorizing such Interpleader, ESCROW HOLDER shall be fully
9 released and discharged from any obligations imposed upon it by this Agreement; and ESCROW HOLDER shall not be liable
10 for the sufficiency or correctness as to form, manner, execution or validity of any instrument deposited with it, nor as to the
11 identity, authority or rights of any person executing such instrument, nor for failure of Buyer or Seller to comply with any of
12 the provisions of any agreement, contract or other instrument filed with ESCROW HOLDER or referred to herein. ESCROW
13 HOLDER’S duties hereunder shall be limited to the safekeeping of all monies, instruments or other documents received by it
14 as ESCROW HOLDER, and for their disposition in accordance with the terms of this Agreement. In the event an action is
15 instituted in connection with this escrow, in which ESCROW HOLDER is named as a party or is otherwise compelled to make
16 an appearance, all costs, expenses, attorney fees, and judgments ESCROW HOLDER may expend or incur in said action, shall
17 be the responsibility of the parties hereto.

18
19 **20. UNCLAIMED FUNDS:** In the event that funds from this transaction remain in an account, held by ESCROW
20 HOLDER, for such a period of time that they are deemed “abandoned” under the provisions of Chapter 120A of the Nevada
21 Revised Statutes, ESCROW HOLDER is hereby authorized to impose a charge upon the dormant escrow account. Said charge
22 shall be no less than \$5.00 per month and may not exceed the highest rate of charge permitted by statute or regulation. ESCROW
23 HOLDER is further authorized and directed to deduct the charge from the dormant escrow account for as long as the funds are
24 held by ESCROW HOLDER.
25

Brokers

26 **21. BROKER’S COMPENSATION/FEES:** Buyer herein requires, and Seller agrees, as a condition of this Agreement,
27 that Seller will pay Listing Broker and Buyer’s Broker, who becomes by this clause a third-party beneficiary to this Agreement,
28 that certain sum and/or percentage of the Purchase Price (commission), that Seller, or Seller’s Broker, offered for the
29 procurement of ready, willing and able Buyer via the Multiple Listing Service, any other advertisement or written offer. Seller
30 understands and agrees that if Seller defaults hereunder, Buyer’s Broker, as a third-party beneficiary of this Agreement, has the
31 right to pursue all legal recourse against Seller for any commission due. **In addition to any amount due to Buyer’s Broker
32 from Seller or Seller’s Broker, Buyer will –OR– will not pay Buyer’s Broker additional compensation in an amount
33 determined between the Buyer and Buyer’s Broker.**

34
35 **22. HOLD HARMLESS AND WAIVER OF CLAIMS:** Buyer and Seller agree that they are not relying upon any
36 representations made by Brokers or Broker’s agent. Buyer acknowledges that at COE, the Property will be sold AS-IS, WHERE-
37 IS without any representations or warranties, unless expressly stated herein. Buyer agrees to satisfy himself/herself, as to the
38 condition of the Property, prior to COE. Buyer acknowledges that any statements of acreage or square footage by Brokers are
39 simply estimates, and Buyer agrees to make such measurements, as Buyer deems necessary, to ascertain actual acreage or square
40 footage. Buyer waives all claims against Brokers or their agents for (a) defects in the Property; (b) inaccurate estimates of

41
42 acreage or square footage; (c) environmental waste or hazards on the Property; (d) the fact that the Property may be in a flood
43 zone; (e) the Property’s proximity to freeways, airports or other nuisances; (f) the zoning of the Property; (g) tax consequences;
44 or (h) factors related to Buyer’s failure to conduct walk-throughs or inspections. Buyer assumes full responsibility for the
45 foregoing and agrees to conduct such tests, walk-throughs, inspections and research, as Buyer deems necessary. In any event,
46 Broker’s liability is limited, under any and all circumstances, to the amount of that Broker’s commission/fee received in this
47 transaction.
48
49
50
51

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

Buyer’s Name(s): W Capital Management LLC

BUYER(S) INITIALS: KW / /

Property Address: 210 Abbey Hill ST

SELLER(S) INITIALS: GW / /

1

Other Matters

23. **DEFINITIONS: "Acceptance"** means the date that both parties have consented to a final, binding contract by affixing their signatures to this Agreement and all counteroffers and said Agreement and all counteroffers have been delivered to both parties pursuant to Section 24 herein. **"Agent"** means a licensee working under a Broker or licensees working under a developer. **"Agreement"** includes this document as well as all accepted counteroffers and addenda. **"Appraisal"** means a written appraisal or Notice of Value as required by any lending institution prepared by a licensed or certified professional. **"Bona Fide"** means genuine. **"Buyer"** means one or more individuals or the entity that intends to purchase the Property. **"Broker"** means the Nevada licensed real estate broker listed herein representing Seller and/or Buyer (and all real estate agents associated therewith). **"Business Day"** excludes Saturdays, Sundays, and legal holidays. **"Calendar Day"** means a calendar day from/to midnight unless otherwise specified. **"CFR"** means the Code of Federal Regulations. **"CIC"** means Common Interest Community (formerly known as "HOA" or homeowners associations). **"CIC Capital Contribution"** means a one-time non-administrative fee, cost or assessment charged by the CIC upon change of ownership. **"CIC Transfer Fees"** means the administrative service fee charged by a CIC to transfer ownership records. **"Close of Escrow (COE)"** means the time of recordation of the deed in Buyer's name. **"Default"** means the failure of a Party to observe or perform any of its material obligations under this Agreement. **"Delivered"** means personally delivered to Parties or respective Agents, transmitted by facsimile machine, electronic means, overnight delivery, or mailed by regular mail. **"Down Payment"** is the Purchase Price less loan amount(s). **"EMD"** means Buyer's earnest money deposit. **"Escrow Holder"** means the neutral party that will handle the closing. **"FHA"** is the U.S. Federal Housing Administration. **"GLVAR"** means the Greater Las Vegas Association of REALTORS®. **"Good Funds"** means an acceptable form of payment determined by ESCROW HOLDER in accordance with NRS 645A.171. **"IRC"** means the Internal Revenue Code (tax code). **"LID"** means Limited Improvement District. **"N/A"** means not applicable. **"NAC"** means Nevada Administrative Code. **"NRS"** means Nevada Revised Statutes as Amended. **"Party"** or **"Parties"** means Buyer and Seller. **"PITI"** means principal, interest, taxes, and hazard insurance. **"PMI"** means private mortgage insurance. **"PST"** means Pacific Standard Time and includes daylight savings time if in effect on the date specified. **"PTR"** means Preliminary Title Report. **"Property"** means the real property and any personal property included in the sale as provided herein. **"Receipt"** means delivery to the party or the party's agent. **"RPA"** means Residential Purchase Agreement. **"Seller"** means one or more individuals or the entity that is the owner of the Property. **"SID"** means Special Improvement District. **"Title Company"** means the company that will provide title insurance. **"USC"** is the United States Code. **"VA"** is the Veterans Administration.

24. **SIGNATURES, DELIVERY, AND NOTICES:**

A. This Agreement may be signed by the parties on more than one copy, which, when taken together, each signed copy shall be read as one complete form. This Agreement (and documents related to any resulting transaction) may be signed by the parties manually or digitally. Facsimile signatures may be accepted as original.

B. When a Party wishes to provide notice as required in this Agreement, such notice shall be sent regular mail, personal delivery, overnight delivery, by facsimile, and/or by electronic transmission to the Agent for that Party. The notification shall be effective when postmarked, received, faxed, delivery confirmed, and/or read receipt confirmed in the case of email. Delivery of all instruments or documents associated with this Agreement shall be delivered to the Agent for Seller or Buyer if represented. Any cancellation notice shall be contemporaneously delivered to Escrow in the same manner.

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

26. **HUD/VA/FHA ESCAPE CLAUSE:** "It is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or incur any penalty by forfeiture of earnest money or otherwise unless the purchaser has been given, in accordance with HUD/FHA or VA requirements, a written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement Lender setting forth the appraised value of the property of not less than the agreed upon contract purchase price. The purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure or percent the Department of Veterans Affairs will guarantee.

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

Buyer's Name(s): W Capital Management LLC

BUYER(S) INITIALS: KW / /

Property Address: 210 Abbey Hill ST

SELLER(S) INITIALS: GW / /

1 HUD/FHA or VA does not warrant the value or condition of the property. The purchaser should satisfy himself/herself that
2 the price and condition of the property are acceptable.
3

4 **27. OTHER ESSENTIAL TERMS:** Time is of the essence. No change, modification or amendment of this Agreement
5 shall be valid or binding unless such change, modification or amendment shall be in writing and signed by each party. This
6 Agreement will be binding upon the heirs, beneficiaries and devisees of the parties hereto. This Agreement is executed and
7 intended to be performed in the State of Nevada, and the laws of that state shall govern its interpretation and effect. The parties
8 agree that the county and state in which the Property is located is the appropriate forum for any action relating to this Agreement.
9 Should any party hereto retain counsel for the purpose of initiating litigation to enforce or prevent the breach of any provision
10 hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all
11 costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and costs incurred by such
12 prevailing party.
13

14 **THIS IS A LEGALLY BINDING CONTRACT. All parties are advised to seek independent legal
15 and tax advice to review the terms of this Agreement.**
16

17 **THIS FORM HAS BEEN APPROVED BY THE GREATER LAS VEGAS ASSOCIATION OF REALTORS®
18 (GLVAR). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY
19 PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO
20 ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN
21 APPROPRIATE PROFESSIONAL.**
22

23 **28. ADDENDUM/ADDENDA ATTACHED:**
24
25

26 **29. ADDITIONAL TERMS:**

27 **Buyer will perform a 1031.**
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

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

Buyer's Name(s): W Capital Management LLC

BUYER(S) INITIALS: KW / /

Property Address: 210 Abbey Hill ST

SELLER(S) INITIALS: GW / /

Buyer's Acknowledgement of Offer


Confirmation of Representation: The Buyer is represented in this transaction by:

Buyer's Broker: <u>Robert Phillips</u>	Agent's Name: <u>Robert Phillips</u>
Company Name: <u>Vegas Realty</u>	Agent's License Number: <u>B.144327</u>
Broker's License Number: <u>B.144327</u>	Office Address: <u>1180 N Town Center Dr #100</u>
Phone: <u>702-888-0888</u>	City, State, Zip: <u>Las Vegas NV 89144</u>
Fax: _____	Email: <u>lee@robertleephillips.com</u>


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


DOES NOT have an interest in a principal to the transaction. **-OR-** **DOES** have the following interest, direct or indirect, in this transaction: Principal (Buyer) **-OR-** family or firm relationship with Buyer or ownership interest in Buyer (if Buyer is an entity): (specify relationship) Ken Wu is a licensed real estate agent in the State of Nevada and is a principal in W Capital Management LLC.

Seller must respond by: 5:00 PM on (month) April, (day) 21, (year) 2023. Unless this Agreement is accepted, rejected or countered below and delivered to the Buyer's Broker before the above date and time, this offer shall lapse and be of no further force and effect. Upon Acceptance, Buyer agrees to be bound by each provision of this Agreement, and all signed addenda, disclosures, and attachments.

	<u>W Capital Management LLC</u>	<u>04/18/2023</u>	<u>1:23 PM</u>	<input type="checkbox"/> AM <input checked="" type="checkbox"/> PM
Buyer's Signature	Buyer's Printed Name	Date	Time	
_____	_____	_____	_____	<input type="checkbox"/> AM <input type="checkbox"/> PM
Buyer's Signature	Buyer's Printed Name	Date	Time	
_____	_____	_____	_____	<input type="checkbox"/> AM <input type="checkbox"/> PM
Buyer's Signature	Buyer's Printed Name	Date	Time	
_____	_____	_____	_____	<input type="checkbox"/> AM <input type="checkbox"/> PM
Buyer's Signature	Buyer's Printed Name	Date	Time	
_____	_____	_____	_____	<input type="checkbox"/> AM <input type="checkbox"/> PM

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

Buyer's Name(s): W Capital Management LLC BUYER(S) INITIALS:  / /

Property Address: 210 Abbey Hill ST SELLER(S) INITIALS:  / /

Seller's Response

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46


Confirmation of Representation: The Seller is represented in this transaction by:

Seller's Broker: <u>Spencer Walden</u>	Agent's Name: <u>Joe DiRaffaele</u>
Company Name: <u>eXp Realty</u>	Agent's License Number: <u>S.0033912</u>
Broker's License Number: <u>B.0144881</u>	Office Address: <u>6061 S Fort Apache Rd #140</u>
Phone: <u>702-871-7736</u>	City, State, Zip: <u>Las Vegas</u>
Fax: _____	Email: <u>Offers@DgLV-eXp.com</u>

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

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


FIRPTA: If applicable (as designated in the Seller's Response herein), Seller agrees to complete, sign, and deliver to Buyer's FIRPTA Designee a certificate indicating whether Seller is a foreign person or a nonresident alien pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA). A foreign person is a nonresident alien individual; a foreign corporation not treated as a domestic corporation; or a foreign partnership, trust or estate. A resident alien is not considered a foreign person under FIRPTA. Additional information for determining status may be found at www.irs.gov. Buyer and Seller understand that if Seller is a foreign person then the Buyer must withhold a tax in an amount to be determined by Buyer's FIRPTA Designee in accordance with FIRPTA, unless an exemption applies. Seller agrees to sign and deliver to the Buyer's FIRPTA Designee the necessary documents, to be provided by the Buyer's FIRPTA Designee, to determine if withholding is required. (See 26 USC Section 1445).

SELLER DECLARES that he/she is not  is a foreign person therefore subjecting this transaction to FIRPTA withholding. **SELLER(S) INITIALS:** GW / _____ / _____ / _____


ACCEPTANCE: Seller(s) acknowledges that he/she accepts and agrees to be bound by each provision of this Agreement, and all signed addenda, disclosures, and attachments.


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

REJECTION: In accordance with NAC 645.632, Seller hereby informs Buyer the offer presented herein is **not** accepted.

	Geoff Winkler, Receiver	04/24/23	8:25 AM	<input type="checkbox"/> AM <input type="checkbox"/> PM
Seller's Signature	Seller's Printed Name	Date	Time	
_____	_____	_____	_____	<input type="checkbox"/> AM <input type="checkbox"/> PM
Seller's Signature	Seller's Printed Name	Date	Time	
_____	_____	_____	_____	<input type="checkbox"/> AM <input type="checkbox"/> PM
Seller's Signature	Seller's Printed Name	Date	Time	
_____	_____	_____	_____	<input type="checkbox"/> AM <input type="checkbox"/> PM
Seller's Signature	Seller's Printed Name	Date	Time	
_____	_____	_____	_____	<input type="checkbox"/> AM <input type="checkbox"/> PM

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

Buyer's Name(s): W Capital Management LLC BUYER(S) INITIALS:  / _____ / _____ / _____

Property Address: 210 Abbey Hill ST SELLER(S) INITIALS:  / _____ / _____ / _____



COUNTER OFFER

NO. 1

ATTENTION: Robert Phillips COMPANY: Vegas Realty
(Agent) (Name)

The Offer Counter Offer made by: Seller Buyer W Capital Management LLC
(Name)

to Buy Sell the real property commonly known as: 210 Abbey Hill ST HENDERSON
dated: April 18th, 2023 is not accepted in its present form, but the following Counter Offer
is hereby submitted:

Seller Response time updated to 5 pm April 27, 2023.

Purchase Price shall be \$795,000.00 (Seven hundred ninety-five thousand dollars)

Escrow to be with Stewart Title - Katie Henry TeamHenrySTCLV@stewart.com

Please see Page 2 for additional terms.

ADDITIONAL PAGE(S) ATTACHED. This Counter Offer is not complete without the additional additional terms on the attached _____ page(s).

OTHER TERMS: All other terms to remain the same as original Residential Purchase Agreement plus terms agreed to in Counter Offer(s) No. _____.

EXPIRATION: Buyer Seller must respond by: 12 AM PM on (month) April,
(day) 28th, (year) 2023. Unless this Counter Offer is accepted by execution below
and delivered to the Buyer's Seller's Broker before the above date and time, this Counter Offer shall
lapse and be of no further force and effect.

Date: 04/27/2023

Geoff Winkler, Receiver
 Buyer Seller Signature

Time: 11:42 AM
 Buyer Seller Signature

The undersigned Buyer Seller hereby:
X accepts the Counter Offer;
_____ accepts the terms of this Counter Offer subject to the attached Counter Offer No. _____; or
_____ rejects the Counter Offer.

Date: 4/27/23

W Capital Management LLC
 Buyer Seller Signature

Time: 3:04pm
 Buyer Seller Signature



COUNTER OFFER NO. 1

ADDITIONAL PAGE

Note: This document is not valid without the first page of the Counter Offer which includes the Property Address, parties' names and signature blocks.

Buyer acknowledges and agrees that this sale is subject to the Seller's receipt of an order approving the sale (the "Sale Order") from the United States District Court (the "District Court"). Absent an order from the District Court providing for a specific closing date or other relief affecting the timing of the closing of the sale of the subject Property, the timing of the closing of the sale shall be as set forth herein.

The sale is subject to overbid proceedings and that the minimum dollar overbid amount is set at 5% (five percent) over the current agreed upon sale price in the accepted RPA. The minimum amount of time to close a sale is calculated as follows:

Promptly following Buyer's removal of the contingencies reflected in the RPA and receipt of the earnest money deposit, the Receiver will file a Motion for Approval of the Sale, subject to overbids. From the date of the filing of the Motion, it is estimated that the hearing will be in approximately 30 days. The Parties will then promptly conduct the auction sale of the Property with the Purchase Price as the opening bid. Buyer is hereby informed that the Receiver/Seller cannot promise that the District Court will enter the Sale Order on a particular date. Following receipt of Sale Order, the Seller shall establish a date for the auction sale and/or Closing Date of no sooner than 5 business days after the date of the Sale Order. Buyer and Seller have agreed upon an outside closing date of MAY 26, 2023 ("Outside Closing Date".) If the sale does not close on or before the Outside Closing Date, then at Buyer's request, Buyer and Seller shall cause the Escrow to release the Buyer's earnest money deposit to the Buyer, the parties shall have no obligation to proceed with the sale, and the Parties shall have no further rights or obligations under the RPA. For avoidance of doubt, if the Buyer fails to close and purchase the Property on any date prior to the Outside Closing Date, then the Seller shall be entitled to retain the earnest money deposit.

Seller Initials: [GW] [____]

Additional Page to Counter Offer Rev. 5/12

Buyer Initials: [*[Signature]*] [____]

© 2012 Greater Las Vegas Association of REALTORS®



ADDENDUM NO. 1 TO PURCHASE AGREEMENT



In reference to the Purchase Agreement executed by W Capital Management LLC
as Buyer(s) and Geoff Winkler, Receiver
as Seller(s), dated 04/18/23

covering the real property at 210 Abbey Hill ST HENDERSON NV 89012

, the Buyer Seller hereby proposes that the Purchase

Agreement be amended as follows:
Close of Escrow to be on or before May 31, 2023.

ADDITIONAL PAGE(S) ATTACHED. This Addendum is not complete without the additional terms on the attached _____ page(s).

When executed by both parties, this Addendum is made an integral part of the aforementioned Purchase Agreement.

WHEN PROPERLY COMPLETED, THIS IS A BINDING CONTRACT. IF YOU DO NOT FULLY UNDERSTAND ITS CONTENTS, YOU SHOULD SEEK COMPETENT LEGAL COUNSEL BEFORE SIGNING.

Geoff Winkler, Receiver 05/01/23
 Buyer Seller Geoff Winkler, Receiver Date

8:37 AM
 Buyer Seller Time

Acceptance:
[Signature] 5/2/23
 Buyer Seller Date

Buyer Seller Time

Prepared by: Joe DiRaffaele 702-871-7736
Agent's Printed Name Phone



ADDENDUM NO. 2 TO PURCHASE AGREEMENT



In reference to the Purchase Agreement executed by W Capital Management LLC
as Buyer(s) and Geoff Winkler, Receiver
as Seller(s), dated 04/18/23
covering the real property at 210 Abbey Hill ST HENDERSON NV 89012
, the Buyer Seller hereby proposes that the Purchase

Agreement be amended as follows:
Buyer and Seller agree that the close of Escrow to be on or before June 9, 2023.
All other terms to remain the same.

ADDITIONAL PAGE(S) ATTACHED. This Addendum is not complete without the additional terms on the attached _____ page(s).

When executed by both parties, this Addendum is made an integral part of the aforementioned Purchase Agreement.

WHEN PROPERLY COMPLETED, THIS IS A BINDING CONTRACT. IF YOU DO NOT FULLY UNDERSTAND ITS CONTENTS, YOU SHOULD SEEK COMPETENT LEGAL COUNSEL BEFORE SIGNING.

Geoff Winkler, Receiver 05/23/23
 Buyer Seller Geoff Winkler, Receiver Date
7:49 AM
 Buyer Seller Time

Acceptance:
[Signature] W Capital Management LLC 5/25/23
 Buyer Seller Date
8:02am
 Buyer Seller Time

Prepared by: Joe DiRaffaele 702-871-7736
Agent's Printed Name Phone